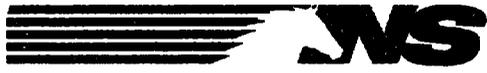


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SURFACE TRANSPORTATION BOARD



Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-9241

David A. Shelton
General Attorney

Writer's Direct Dial Number
(757) 629-2834
(757) 823-5781 (fax)
E-mail: David.Shelton@nscorp.com

June 10, 2011
EQ000003

VIA UPS

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20024



Dear Sir or Madam:

Enclosed please find for recordation pursuant to Section 11301 of Title 49 of the U.S. Code two (2) counterparts, properly executed and acknowledged, of each of Document #1, Document #2 and Document #3.

These documents are: (1) a Termination of Lease Agreement, a secondary document, dated as of May 27, 2011 ("Document #1"); (2) a Release of Lien of Chattel Mortgage and Security Agreement, a secondary document, dated as of May 6, 2011 ("Document #2"); and (3) a Release of Lessor Security Agreement, a secondary document, dated as of May 27, 2011 ("Document #3"). The primary documents to which these secondary documents are connected are recorded under Recordation Nos. 21410, 21411 and 21412, respectively.

The names and addresses of the parties to each of the secondary documents are as follows:

Document #1:

Lessor: SBL Topaz Co., Ltd.
c/o Sumitomo Mitsui Finance & Leasing Co., Ltd.
9-4, Nishishimbashi 3 chome
Minato-ku
Tokyo 105-8464
Japan

Lessee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

Document #2:

Mortgagee: ING Bank, N.V., Tokyo Branch
20/F The New Otani Garden Court
4-1 Kioicho
Chiyoda-ku
Tokyo 102-0094
Japan

Document #3:

Mortgagee: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

The equipment covered by the documents is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Road Numbers (inclusive)</u>
18	General Electric Dash 9-40CW Locomotives	C-C	9220-9237

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A check in the amount of \$123.00 is enclosed to cover the recordation fee of \$41.00 for each of the documents pursuant to 49 CFR § 1002.2(f)(83). Please return any counterparts/copies not needed by the Board for recordation to me at the above address.

Short summaries of each of the documents to appear in the index follow:

Document #1:

Termination of Lease Agreement dated as of May 27, 2011, to terminate the Lease Agreement with Recordation No. 21410 dated as of May 1, 1998, covering 18 General Electric Dash 9-40CW diesel-electric locomotives numbered 9220-9237, inclusive.

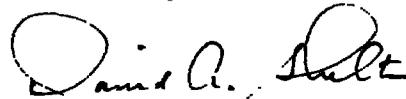
Document #2:

Release of Lien of Chattel Mortgage and Security Agreement dated as of May 6, 2011, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 21411 dated as of May 1, 1998, covering 18 General Electric Dash 9-40CW diesel-electric locomotives numbered 9220-9237, inclusive.

Document #3:

Release of Lessor Security Agreement dated as of May 27, 2011, to terminate the security interest under Chattel Mortgage and Security Agreement with Recordation No. 21412 dated as of May 1, 1998, covering 18 General Electric Dash 9-40CW diesel-electric locomotives numbered 9220-9237, inclusive.

Sincerely,



David A. Shelton

Enclosures

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TERMINATION OF LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS, that Norfolk Southern Railway Company (the "Railroad"), as lessee, and SBL Topaz Co., Ltd. (the "Lessor"), as lessor, under that certain Lease Agreement dated as of May 1, 1998 (as supplemented by the lease supplement dated as of May 29, 1998) (the "Agreement"), hereby certify that the Agreement has been terminated pursuant to Sections 3 and 19 thereof, to wit: the Lease Expiry Date (as defined in the Agreement) has occurred, the Railroad has exercised its right to purchase the Items of Equipment (as defined in the Agreement), and the Lessor has delivered to the Railroad a bill of sale with respect to the Items of Equipment.

This instrument may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Railroad and the Lessor, pursuant to Section 3 of the Agreement, hereby declare the Agreement to be terminated and consent that the same be discharged of record.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives duly authorized in that behalf on this 27th day of May, 2011.

SBL TOPAZ CO., LTD.

By: 

Name: Kenichiro Kobayashi

Title: Director

I, Kenichiro Kobayashi, certify that I am Director of SBL Topaz Co., Ltd., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the resolution of its Solo Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 27th day of May, 2011.

