NORFOLK SOUTHERN

"Revised February 2003"

Thoroughbred Retirement Investment Plan

Summary Plan Description

401(k)

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Introduction

The Thoroughbred Retirement Investment Plan of Norfolk Southern Corporation and Participating Subsidiary Companies (the "Plan") is your 401(k) retirement plan. It was designed to help you financially prepare for retirement. A portion of the Plan is an employee stock ownership plan under the Code and ERISA. As a participant in the Plan, you can:

- save for your future in a regular and convenient way.
- add to your savings by accumulating matching contributions from the Company, and
- watch your retirement savings accumulate tax-deferred until you retire.

This is a summary of the Plan which has been legally established through a formal retirement plan document and trust agreement. This summary is intended to provide you with an easy-to-read explanation of some of the more important provisions of the Plan. Should any conflict arise between this summary and the provisions of the Plan, however, or if any Plan provision is not covered or is only partially covered, then the terms of the actual Plan document will govern.

You should read this summary carefully. If you have any questions, ask the record keeper, The Vanguard Group, for an answer.

Joining the plan

<u>Eligibility and Participation Requirements</u>
Agreement Employees* of Norfolk Southern Corporation and Participating Subsidiaries (referred to as the "Company") working in the U.S. are covered by the Plan.
Exception: Former Conrail employees represented by the Brotherhood of Locomotive Engineers who become Agreement Employees of the Corporation or any Participating Subsidiary under the implementing agreement between Norfolk Southern Railway Company, Norfolk and Western Railway Company, Cincinnati, New Orleans and Texas Pacific Railway Company and the Brotherhood of Locomotive Engineers and Agreement Employees who participate in any defined contribution plan sponsored by the Brotherhood of Locomotive Engineers are not covered by the plan.

If you are a covered employee, you will be eligible to participate in the Plan on the first day of the calendar month coinciding with or next following the expiration of 12 months following the date on which you first perform service as an employee of the Company. If you were hired on or after November 1, 1997, prior service with Consolidated Rail Corporation or its subsidiaries shall be considered service as an employee of the Company for the purpose of this participation requirement. Once you become eligible, you may join the Plan by calling The Vanguard Group, allowing some time for processing the enrollment. You will be notified shortly before your eligibility date. You may then enroll any time after you become eligible.

If you qualified for a TWIST Contribution under the Special Work Incentive Program but did not fulfill the 12-month service requirement to become a TRIP Member, you are considered a Member only for the purpose of having a TWIST Account. You may not make Basic Pre-Tax, Catch-Up or After-Tax Contributions until you fulfill the 12-month service requirement.

If you are furloughed or take an authorized leave of absence, you may continue your participation in the Plan; however, you may not make Basic Pre-Tax, Catch-Up or After-Tax Contributions to the Plan and are not eligible for Matching Contributions during that time. If you transfer to a nonagreement position, you may either leave your account balance in the Plan, in which case your participation will continue but you may not make Basic Pre-Tax, Catch-Up or After-Tax Contributions, or you can elect to transfer your entire balance to the Thrift and Investment Plan of Norfolk Southern Corporation once you become eligible to participate in that plan.

If you terminate your employment with the Company after you have become a participant in the Plan, you may resume immediate participation in the Plan if you are rehired as an Agreement Employee*.

* An Agreement Employee is defined in the Plan as an employee of Norfolk Southern Corporation or a Participating Subsidiary in a position for which the rate of pay is governed by the provisions of a collective bargaining agreement (but excluding an employee excepted under Section 4 of Supplemental Agreement "A" between Norfolk and Western Railway Company and Transportation Communications International Union), excluding an employee in job class 9 or in training for a position for which the rate of pay is governed by the provisions of a collectively bargained agreement.

<u>How to Enroll</u>

You will receive an enrollment kit from The Vanguard Group (Vanguard) shortly before your eligibility date. You may enroll any time after you become eligible by calling Vanguard at 1-800-523-1188, allowing some time for processing the enrollment. Vanguard is TRIP's record keeper and handles the day-to-day administration of TRIP.

<u>24-Hour Account Access</u>

There are two ways to access your account to:

- Start/stop payroll deduction or change your contribution amount;
- Transfer (exchange) your existing balance from one fund to another;
- Change your investment elections for future contributions;
- Request your account and fund balances; and
- Request forms for withdrawals permitted by TRIP.

Whenever you perform TRIP transactions, you will receive a confirmation from Vanguard, which will indicate generally when your requested transactions will take effect.

1. **Telephone Access**
When you enroll with Vanguard, you will receive instructions on how to call the automated telephone voice response system to access information. You will be assigned a personal identification number (PIN), which, along with your Social Security number, will give you 24-hour telephone access.

You also may speak with a Vanguard Associate Monday through Friday, from 8:30 a.m. to 9:00 p.m. Eastern time (except on holidays observed by the New York Stock Exchange) to perform the transactions listed above or to get answers to specific questions about your account.

The automated telephone system number is 1-800-523-1188. You can also dial 1-800-828-4487 for Spanish-speaking Associates or TTY 1-800-523-8004 for the hearing impaired.)

2. **Internet Access**
Vanguard Account Access allows you to execute TRIP account transactions online. You may access the Vanguard website at http://www.Vanguard.com. Registration is required. You will need your social security number, Plan number (090086), and the VOICE™ Network personal identification number (PIN) referred to in the Telephone Access section above. Click on "Personal Investors" and then "Sign up for account access", and follow the step-by-step instructions. (If you invest in any Vanguard funds outside of TRIP, you will need your individual account number instead of the Plan number when you register.) Vanguard will mail you a confidential password to use after you complete your registration. Once you receive it, you will be able to access your account online by clicking on the "log on to your account" link from the Vanguard home page.

Please keep in mind that although Vanguard Account Access has been built to maintain the privacy and security of your account using multiple state-of-the-art security features, privacy is not ensured. If you access account information via the Internet, you do so at your own risk. The possibility always exists that personal information accessed through the internet may be viewed by others, even though security precautions are built into the service.

Contributions

Contributions to the Plan may be made in different ways. These are:

- Basic Pre-Tax Contributions,
- Catch-up Contributions,
- After-Tax Contributions,

- Matching Contributions,
- Rollover Contributions, and
- TWIST Contributions.

Different Basic Pre-Tax Contributions and Matching Contributions provisions apply to Members who are former employees of Consolidated Rail Corporation or its subsidiaries who become employees of Norfolk Southern Railway Company under the September 11, 1998 implementing agreement between Norfolk Southern Railway Company and the American Train Dispatchers Department/BLE (ATDD Members). If you are an ATDD Member, the Matching Contribution described above does not apply, and you should contact Employee Benefits at (757) 664-2006 to request the Summary of Material Modifications that applies to ATDD Members.

<u>Basic Pre-Tax Contributions and Catch-Up Contributions</u>
You may make Basic Pre-Tax Contributions to the Plan of any amount between 1% and 10% (in whole percentages) of your pay, up to the maximum dollar amount for the calendar year of $12,000 in 2003 (subject to adjustment in future years).

If you are at least age 50, or will attain age 50 by the end of the calendar year, and are contributing or expected to contribute the maximum allowable amount to your Basic Pre-Tax Contributions account, you are eligible to make Catch-Up Contributions. You may make Catch-Up Contributions of any amount between 1% and 20%, in whole percentages of your pay, up to the maximum dollar amount set for the calendar year of $2,000 for 2003 (subject to adjustment in future years).

These tax-deferred Basic Pre-Tax Contributions and Catch-Up Contributions are deducted directly from your paycheck and transferred to your account. When you save with tax-deferred or before-tax dollars, you pay no federal income tax on the money at the time you contribute to the Plan. Tax-deferred contributions are not included as part of your taxable income on your Form W-2, although they are subject to Railroad Retirement or Social Security taxes, any applicable city earnings tax and, in some states, state income tax. You will not report the amounts you contribute on your personal Form 1040 tax return. Any taxes payable are due on the amount of benefit you receive from the Plan when you receive it. Normally your taxes will be lower at retirement because you are in a lower tax bracket and have additional exemptions if you are over age 65.

<u>After-Tax Contributions</u>
You also may choose to make additional contributions to the Plan of between 1% and 5% of your pay on an after-tax basis. Your After-Tax Contributions are also deducted directly from your paycheck. Although After-Tax Contributions are not tax deductible, the fund earnings on these contributions will accumulate tax-free until your account is distributed to you.

<u>Matching Contributions</u>
Each pay period during which you make a Basic Pre-Tax Contribution, the Company will make a contribution to the Plan, in cash or in shares of Norfolk Southern Corporation

common stock, which will be used to match your Basic Pre-Tax Contributions. Unless your union agreement specifies otherwise, the amount of the Matching Contribution will be 30% of the first 6% of pay that you contribute as Basic Pre-Tax Contributions for each pay period up to the following maximum amount:

Maximum Matching Contribution
$45.00 If you are paid monthly
$22.50 If you are paid semi-monthly
$20.77 If you are paid every two weeks
$10.39 If you are paid weekly

The Matching Contribution is never more than the smaller of 1.8% of pay or $540 during any calendar year.

Example: Suppose a participant, whose annual salary is $24,000, has elected to save 8% of his salary through tax-deferred contributions. If he is paid semi-monthly, this participant's account will be credited as follows:

Participant Basic Pre-Tax Contributions: 8% of $24,000

Per Year $1,920.00
Per Pay Period $80.00

Matching Contributions:
30% of the first 6% of Basic Pre-Tax Contributions but no more than $22.50 each pay period.

Per Year $432.00
Per Pay Period $18.00

Catch-Up Contributions are not eligible for Matching Contributions.

<u>Rollover Contributions</u>
You may be able to "roll over" a distribution from an unrelated eligible retirement plan to this Plan provided that:

- the distribution was not a required minimum distribution,
- the distribution was not part of a series of substantially equal periodic payments paid over ten or more years, your lifetime, or the lifetimes of you and your beneficiary, and
- the rollover does not include your own after-tax contributions.

A Rollover Contribution may be paid *directly* from an unrelated eligible retirement plan to this Plan. Alternatively, you may receive a distribution from an unrelated eligible retirement plan and then roll it over to this Plan as long as you do so within 60 days of the date you receive the distribution. The Thrift and Investment Plan of Norfolk Southern Corporation does not qualify as an unrelated eligible retirement plan, so you may not transfer or roll over any account balance from the Thrift and Investment Plan to this Plan if you transfer from nonagreement to agreement service. You may, however, transfer your account balance in this plan to the Thrift and Investment Plan if you transfer from agreement to nonagreement service.

You defer payment of taxes on amounts rolled over to the Plan; any fund earnings credited as a result of your Rollover Contribution are also tax-deferred. Check with the record keeper, Vanguard, if you have any questions about whether or not a distribution may be rolled over to this Plan.

You may not make a Rollover Contribution to the Plan until you have met the Plan's eligibility requirements.

<u>TWIST Contributions</u>
On or about November 15, 1999, the Company made a contribution to the Plan equal to amounts eligible Agreement Employees were entitled to receive under the Special Work Incentive Program established by the Company effective July 3, 1999. This Contribution is known as the "Thoroughbred Work Incentive Stock Transfer (TWIST) Contribution." The Company chose to contribute the TWIST Contribution in the form of shares of Norfolk Southern Corporation common stock.

<u>Changing Contributions</u>
The plan is flexible. You may do any of the following:

- Change the percentage of your compensation contributed to the Plan at any time.

- Stop payroll deductions for your contribution at any time. However, no Company Matching Contributions will be made or credited to your account while you are not contributing to your Basic Pre-Tax Contributions Account.

- Start payroll deduction to contribute to the Plan at any time.

All changes will require some time for processing and will take effect as soon as practicable after they are requested. You will receive a confirmation from Vanguard, which will indicate generally when plan transactions will take effect.

<u>Other Contribution Limits</u>
In addition to other restrictions, the IRS sets overall limits on the amount of contributions that can be credited to a participant's account in any year. These limits apply to Basic Pre-Tax, Matching and TWIST Contributions.

Your overall Basic Pre-Tax Contributions to this Plan and elective deferrals to any other 401(k) plan of Norfolk Southern Corporation or any affiliated employer may not exceed $12,000 in 2003 (subject to adjustment in future years). Amounts contributed in excess of this limit, plus earnings thereon to the end of the Plan year, will be returned to you by April 15 of the following year.

The sum of total Basic Pre-Tax Contributions plus Matching Contributions and TWIST Contributions NS makes on your behalf may not exceed the lesser of $40,000 or 100% of your compensation. (See summary plan description for “Compensation”.)

If your contributions to the Plan exceed these limits in any year, the excess amount (over the limit) will be refunded to you, along with fund earnings, as taxable income, and any Matching Contributions attributable to these refunded contributions will be forfeited.

Your account is subject to additional limits in any year that you are classified as a “highly compensated employee” as defined in the Internal Revenue Code. You will be notified by the record keeper if you are included in this category; otherwise, your contributions are not restricted under this set of rules.

Compensation

For the Plan’s purposes, “compensation” or “pay” means the salary payable during an established pay period in the form of cash (including overtime, vacation, sick leave, arbitraries and allowances paid under the terms of a collective bargaining agreement, and any payments made for a protective agreement or condition, but excluding payments for separation, from a productivity fund, for buy-out of a productivity fund, lump-sum payments for a cost-of-living adjustment, or back payments made as a retroactive adjustment to wages) up to the maximum permitted by the IRS for the calendar year. Severance payments and special award payments, such as payments made under recruitment, safety, quality, or retention programs, are not considered compensation.

Make-Up Contributions Following Military Service

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, veterans who return to work after a period of qualified military service have the right to make additional Basic Pre-Tax Contributions, Catch-Up Contributions (if eligible), or After-Tax Contributions to the Plan.

These contributions (“make-up contributions”) represent the amount you would have contributed if you had not been on military leave. The Company will provide Matching Contributions equal to the match that would have been provided for your make-up contributions representing Basic Pre-Tax Contributions only if they had been contributed during your military leave. You will not receive past earnings on make-up contributions or their Matching contributions.

If you are returning from qualified military service, and elect to contribute make-up contributions, your make-up contributions must be made during the period beginning on the date of reemployment and ending on that date which is the earlier of three times (3) the period of military service or five (5) years from the date of reemployment. For purposes of determining the amount of make-up contributions you are permitted to make, your compensation is based on (a) the compensation (as defined above) you would have earned from the Company during your period of military leave if you had not been on leave; or (b) if this amount is not reasonably certain, the average compensation you earned during the twelve-month period preceding your military service.

Account statements

Accounts are kept in your name for all the contributions made on your behalf to the Plan. Your Basic Pre-Tax, Catch-Up, After-Tax, Matching, Rollover, and TWIST Contributions will be allocated to separate accounts. These accounts together will equal your total individual account. You will be given quarterly statements of your account, which will show your share of the contributions and fund earnings as well as other related information.

A note about IRAs

The before-tax option in the Plan does not preclude you from additional tax savings accumulated through an Individual Retirement Account (IRA) outside the Plan. Under the Tax Reform Act of 1986, certain restrictions are placed on your eligibility for a tax-deferred IRA for tax years after 1986 depending on your income level. Generally, if your adjusted gross income in 2003 is less than $50,000 as a single filer, or $70,000 for a married couple filing jointly (subject to adjustment in future years), you may contribute to the Plan, plus make some tax deductible contributions to an IRA. In any event, you may contribute to an IRA and the earnings will accumulate tax-deferred, even if your contribution is not deductible. If your adjusted gross income is less than $110,000 for individuals, or $160,000 for a couple filing jointly, you may be able to make after-tax contributions to a Roth IRA. Amounts distributed from Roth IRA's are generally free from tax. You should consult your financial advisor for more information about IRAs.

Investment of account

The Plan is intended to be a "Section 404(c) plan." Section 404(c) of the Employee Retirement Security Act of 1974 (ERISA) provides that, if certain requirements are met, fiduciaries of the Plan may be relieved from liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary concerning his or her own account. As a Section 404(c) plan, the Plan must provide you the opportunity to exercise control over your account. The selection of investment options is solely your responsibility, and no employee or representative of Norfolk Southern is authorized to make any recommendations with respect to such selection. You should consult the Plan Prospectus and the prospectuses for the individual investment options prior to making any investment decisions.

<u>Your Investment Alternatives</u>
The Plan has a variety of funds in which your individual account may be invested. These funds are handled by professional investment managers or the Trustee and each has a different degree of risk and profit potential associated with it. You must choose how you

want the Plan to invest your Basic Pre-Tax, After-Tax, Catch-Up, and Rollover Contributions Accounts (separate investment elections may not be made for each account).

Matching and TWIST Contributions are initially invested in the NS Stock Fund. Effective March 1, 2002, you may shift amounts invested in Matching Contributions and TWIST Contributions from any investment option (including the NS Stock Fund) to another option, provided that you have been a member of TRIP for two (2) years. During the initial two-year period when you may not shift Matching Contributions out of the NS Stock Fund, the investment of the Matching Contributions does not entitle the fiduciary to the protection of Section 404(c) of ERISA.

You may elect to have dividends paid with respect to Corporation common stock held in the NS Stock Fund paid to the Plan and either:

(i) distributed to you in cash as soon as practicable, or
(ii) reinvested in the NS Stock Fund.

Dividends will be reinvested in the NS Stock Fund, unless you contact Vanguard and elect to have them distributed to you in cash. Electing to have dividends paid to the Plan and distributed in cash may have some income tax implications. Please refer to the "Income Tax Implications" section for details.

The income received and distributed in cash to the Plan, in the form of dividends or otherwise, from investments held in your Basic Pre-Tax Contributions Account, Catch-Up Contributions Account, After-Tax Contributions Account, Matching Contributions Account, TWIST Account, and Rollover Contributions Account will be retained in the respective account and reinvested in the investment option from which such income was distributed.

You may divide your account among any or all of the funds, based on your own retirement needs and giving considerable thought to the risks involved. You should read the Plan Prospectus and the prospectus for each fund carefully, as they will give you the historical rates of return and relative degrees of risk for the funds, as well as other important information. Investment elections must be made in multiples of 1% in one or more of the following investment options:

- Vanguard Retirement Savings Trust
- Vanguard Wellington Fund
- Vanguard Asset Allocation Fund
- Vanguard 500 Index Fund

- Vanguard Windsor II Fund
- Vanguard U.S. Growth Fund**
- Vanguard Growth Index Fund
- American Century Ultra Fund-Investor Class
- Vanguard International Growth Fund
- NS Stock Fund

*** The Vanguard U.S. Growth Fund is no longer being offered as an investment option. Future contributions designated to be invested in the Vanguard U.S. Growth Fund will be automatically invested in the Vanguard Growth Index Fund if an alternative investment election is not made. A transition period beginning January 1, 2003, and ending December 31, 2003, has been established to facilitate your transfer of existing balances held in the Vanguard U.S. Growth Fund from that Fund to a new investment option. Effective January 1, 2004, or as soon thereafter as practicable, any assets remaining invested in the Vanguard U.S. Growth Fund which have not been transferred will be shifted automatically to the Vanguard Growth Index Fund.*

<u>The Vanguard Retirement Savings Trust</u>
The Vanguard Retirement Savings Trust invests in a diversified portfolio consisting primarily of investment contracts issued by insurance companies and banks and contracts backed by high-quality bonds and bond mutual funds. Its principal investment objective is to preserve the value of the original investment, providing a nonfluctuating principal value. The contracts held by the Vanguard Retirement Savings Trust are backed by the issuing companies or by the underlying fixed-income investments and are NOT guaranteed by the U.S. Government or The Vanguard Group. The Vanguard Retirement Savings Trust material should be consulted for additional information on its objectives and performance.

<u>The Vanguard Wellington Fund</u>
The Vanguard Wellington Fund invests in a diversified portfolio of common stocks and bonds. It is expected that common stocks and securities convertible into common stock will represent 60% to 70% of the Wellington Fund's total assets. The Wellington Fund's common stocks are held to provide reasonable dividend income and long-term growth of capital and income. The remaining 30% to 40% of the Wellington Fund's assets are invested in investment grade corporate bonds (those rated a minimum of Baa by Moody's Investors Service, Inc. or BBB by Standard and Poor's Corporation), as well as securities issued by the U. S. government, its agencies and instrumentalities. The Wellington Fund may also hold certain short-term fixed income securities as cash reserves.

The amount invested in stocks, bonds, and cash reserves may be varied from time to time, depending upon the investment adviser's assessment of business, economic, and market conditions. The Wellington Fund reserves the right to hold equity, fixed income, and cash securities in whatever proportion deemed desirable at any given time for defensive purposes. In addition, the Wellington Fund may invest up to 10% of its equity assets in foreign securities, and may invest in stock and bond index futures and options to a limited extent. The Wellington Fund also is authorized to invest in preferred stocks. The Vanguard Wellington Fund Prospectus should be consulted for additional information on the Wellington Fund's objectives and performance.

The Vanguard Asset Allocation Fund

The Vanguard Asset Allocation Fund is an open-end diversified investment company that seeks to maximize total return (i.e., capital change plus income) while exhibiting less investment risk than a portfolio consisting entirely of common stocks. The Asset Allocation Fund invests in common stocks, bonds, and money market instruments in proportions consistent with their expected returns and risks as evaluated by the Fund's adviser.

The Asset Allocation Fund will allocate its assets among a common stock portfolio, a bond portfolio, and money market instruments, in proportions that reflect the anticipated returns and risks of each asset class. The estimates of return and risk are developed based upon the adviser's disciplined valuation methodology. There are no limitations on the amount of the Asset Allocation Fund's assets that may be allocated to each of the three asset classes (stocks, bonds, and money market instruments). The Asset Allocation Fund is managed without regard to tax ramifications.

To implement a particular allocation strategy, the Asset Allocation Fund may invest in the following securities: a diversified portfolio of common stocks selected by the adviser to parallel the performance of the S&P 500 Index; long-term U.S. Treasury bonds with maturities generally in excess of 20 years; and selected money market instruments, including repurchase agreements. The Asset Allocation Fund may also invest in futures contracts on stock indexes and bonds. The Vanguard Asset Allocation Fund Prospectus should be consulted for additional information on the Asset Allocation Fund's objectives and performance.

Vanguard 500 Index Fund

Vanguard 500 Index Fund seeks to match the investment results of the Standard & Poor's 500 Composite Price Index ("S&P 500 Index") by holding all 500 stocks in approximately the same proportions as they are represented in the S&P 500 Index.

The S&P 500 Index is composed of 500 common stocks, which are chosen by Standard & Poor's Corporation on a statistical basis to be included in the Index. Each stock in the

S&P 500 Index is weighted by its market value. Because of this market-value weighting, the twenty (20) largest companies in the S&P 500 Index currently account for approximately 35% of the portfolio, but this percentage will fluctuate.

Typically, companies included in the S&P 500 Index are the largest and most dominant firms in their respective industries.

The Vanguard 500 Index Fund Prospectus should be consulted for additional information on its objectives and performance.

<u>Vanguard Windsor II Fund</u>
Vanguard Windsor II Fund is an open-end diversified investment company that seeks to provide long-term growth of capital and income by investing primarily in common stocks. The Windsor II Fund's secondary objective is to provide current income. The Windsor II Fund follows a flexible investment strategy, emphasizing income-producing stocks that the investment advisers believe to be undervalued by the market at the time of purchase. Generally, these securities are characterized by below-average price-earnings ratios relative to the stock market, as measured by the Standard & Poor's 500 Composite Stock Price Index.

Stocks will be selected by the Vanguard Windsor II Fund based upon assessment of statistical measures of current value (such as low price-earnings and low price-to-book value ratios) and future earnings prospects. Returns on such stocks can be influenced by the recognition of their undervaluation by other investors based on statistical measures or changes in expectations regarding potential earnings and dividend growth. If a stock has reached a fully-valued position as determined by one of the Windsor II Fund's investment advisers, the stock ordinarily will be sold, regardless of the time it has been held, and replaced by one or more securities that are considered to be undervalued.

Although the Windsor II Fund invests primarily in common stocks, it may invest in money market instruments, fixed-income securities, and other equity securities, such as preferred stock. The Windsor II Fund is expected, under normal circumstances, to be substantially fully invested in common stocks. In addition, the Windsor II Fund may invest in stock futures and options to a limited extent. The Prospectus for the Vanguard Windsor II Fund should be consulted for additional information on its objectives and performance.

<u>Vanguard U.S. Growth Fund</u>
Vanguard U.S. Growth Fund seeks to provide long-term capital appreciation; dividend income is expected to be incidental to this objective. The Vanguard U.S. Growth Fund invests primarily in equity securities of seasoned U.S. companies with above-average prospects for growth. In selecting securities for the Fund, the investment adviser emphasizes common stocks of high-quality, established-growth companies. Such companies tend to have exceptional growth records, strong market positions, reasonable financial strength, and relatively low sensitivity to changing economic conditions. The adviser seeks to identify common stocks that sell at attractive valuations and companies that have the best prospects for continued above-average growth.

Besides investing in equity securities, the Vanguard U.S. Growth Fund may invest in stock futures contracts and options to a limited extent. In addition, although the Vanguard U.S. Growth Fund will normally remain fully invested in equity securities, it may also temporarily invest in certain short-term fixed income securities. The Prospectus for the Vanguard U.S. Growth Fund should be consulted for additional information on the Fund's objectives and performance.

The Vanguard U.S. Growth Fund is no longer being offered as an investment option. Future Contributions designated to be invested in the Vanguard U.S. Growth Fund will be automatically invested in the Vanguard Growth Index Fund if an alternative investment election is not made. If you wish to direct future Contributions currently directed to the Vanguard U.S. Growth Fund to a different fund from the Vanguard Growth Index Fund, you should call Vanguard (800) 523-1188 to change your allocation of future Contributions.

A transition period beginning January 1, 2003, and ending December 31, 2003, has been established to facilitate your transfer of existing balances held in the Vanguard U.S. Growth Fund from that Fund to a new investment option. Effective January 1, 2004, or as soon thereafter as practicable, any assets remaining invested in the Vanguard U.S. Growth Fund which have not been transferred to a new fund will be shifted automatically to the Vanguard Growth Index Fund. If you wish to transfer any existing balance in the Vanguard U.S. Growth Fund to a different replacement fund than the Vanguard Growth Index Fund prior to January 1, 2004, you may call Vanguard to transfer your balance.

<u>Vanguard Growth Index Fund</u>
The Vanguard Growth Index Fund seeks to match the performance of a benchmark index that measures the investment return of large-capitalization growth stocks. The Growth Index Fund employs a passive management strategy designed to track the performance of the Standard & Poor's 500/Barra Growth Index, which includes those stocks of the S&P 500 Index with higher-than-average price/book ratios. The Growth Index Fund attempts to replicate the target index by investing all or substantially all of its assets in the stocks that make up the Index.

The Prospectus for the Vanguard Growth Index Fund should be consulted for additional information on its objectives and performance.

<u>The American Century Ultra Fund</u>
The American Century Ultra Fund seeks long-term capital growth. The Ultra Fund looks for common stocks of growing companies. The basis of the strategy used by the Ultra Fund is that, over the long-term, stocks of companies with earnings and revenue growth have a greater-than-average chance to increase in value over time. The Ultra Fund managers make investment decisions based primarily on the business fundamentals of the individual companies, rather than on economic forecasts or the outlook for sectors. The managers select or hold stocks they believe will be able to sustain accelerating growth and sell the stocks with less growth.

Most of the Ultra Fund's assets will be invested in the stocks of U.S. companies, however, there is no limit on foreign investment by the Fund. Most of the Ultra Fund's foreign investments are in companies located and doing business in developed countries. The Ultra Fund will generally purchase common stocks, but it can purchase other types of securities as well, such as domestic and foreign preferred stocks, convertible debt securities, equity-equivalent securities, nonleveraged stock index futures contracts and options, notes, bonds and other debt securities. The Ultra Fund generally limits purchase of debt securities to investment-grade obligations.

The Prospectus for the American Century Ultra Fund should be consulted for additional information on its objectives and performance.

Vanguard International Growth Fund

Vanguard International Growth Fund invests primarily in growth-oriented equity securities of companies based outside of the United States and seeks to provide long-term capital appreciation; dividend income is expected to be incidental to this objective. The International Growth Fund seeks to diversify its assets among as many as thirty foreign stock markets, including Japan, the United Kingdom, Germany, France, Switzerland, the Netherlands, Sweden, Australia, Hong Kong, and Singapore. The investment adviser to the International Growth Fund believes that both the selection of individual stocks and the allocation of the Fund's assets across foreign stock markets are important in managing an international equity portfolio. Within each country, the adviser seeks to invest in securities of companies with consistent above-average earnings prospects whose values are not yet recognized by the stock market.

Besides investing in equity securities, the International Growth Fund may also enter into forward foreign currency exchange contracts in order to protect against fluctuations in exchange rates. The International Growth Fund may also utilize stock index futures contracts and options to a limited extent. In addition, although the International Growth Fund will normally remain fully invested in equity securities, the Fund may temporarily invest in certain short-term fixed income securities. The Prospectus for the Vanguard International Growth Fund should be consulted for additional information on the Fund's objectives and performance.

The NS Stock Fund

The NS Stock Fund is an investment fund established and maintained by the Trustee that invests only in Norfolk Southern Corporation Common Stock and in such amounts of cash and/or cash equivalents as may be needed for liquidity purposes. Participation units in the NS Stock Fund are offered to Plan participants as an investment option under the Plan. The Fund will be established and maintained as a master trust which commingles assets invested in the NS Stock Fund with assets of other 401(k) plans of the Company and/or its subsidiary companies invested in NS stock. The Trustee has sole discretion to determine the amount of cash and cash equivalents to be held by the Fund and may restrict or suspend transactions in the Fund temporarily if, in its sole discretion, such restriction or suspension is necessary for liquidity purposes or for any other reason.

If you do not make any investment elections, your account will automatically be invested in the Vanguard Wellington Fund.

Risk and Return Comparison of Investment Options
All investments carry an associated level of risk that the investor must bear, but different investments have different levels of risk. Risk includes the possibility that an investment may not perform as well as expected, as well as the possibility that the return of an investment may be negative. Generally, investors have to expect a higher return from a riskier investment before they will take the chance that their return might turn out to be low or negative. For this reason, investments with higher expected returns are typically more risky. When considering any investment strategy, diversification of your investment portfolio is recommended to help spread investment risk.

Historically, investments in common stocks have usually provided higher returns than investments in bonds over the long term. However, prices of common stocks have tended to vary more than bond prices. Similarly, investments in bonds have usually provided higher returns than investments in short- and medium-term fixed income securities, but bond prices have tended to experience greater variability than those of short- and medium-term fixed-income securities.

Because Vanguard 500 Index Fund, Vanguard Windsor II Fund, Vanguard U.S. Growth Fund, Vanguard International Growth Fund, Vanguard Growth Index Fund and American Century Ultra Fund invest primarily in common stocks, the valuations, and therefore the returns, of these funds can be expected to vary significantly from time period to time period. They can be expected to experience negative returns at times, but have historically provided higher returns than bonds or investment contract funds, such as the Vanguard Retirement Savings Trust, when measured over periods of many years. Funds that invest in foreign securities, such as the Vanguard International Growth Fund, are subject to possible additional risks, including fluctuations in currency exchange rates, less stable political and economic structures, reduced availability of public information, and lack of uniform financial reporting and regulatory practices similar to those in the U.S. These factors generally make investing in foreign securities riskier than investing in U.S. stocks.

Norfolk Southern Corporation common stock historically has had risk and return characteristics roughly equal to the average common stock. Since the NS Stock Fund primarily holds an individual stock, the performance of the NS Stock Fund can be expected to be more variable at times than the performance of funds holding diversified portfolios of many different stocks.

Because the Vanguard Wellington Fund and Vanguard Asset Allocation Fund invest in a portfolio of both stocks and bonds, their performance can be expected to be a blend of the characteristics of stocks and bonds, with risk and returns generally falling between those of stocks and bonds.

Because the Vanguard Retirement Savings Trust invests in investment contracts with short-to medium-term maturities, its risk and return characteristics can be expected, over the long term, to be the lowest of the six investment options.

Purchase Price of Your Investments

The Trustee will purchase and sell shares of Norfolk Southern Corporation common stock as may be required by the NS Stock Fund either in the open market or by allocating the shares within the master trust to another 401(k) plan of the Company which participates in the master trust. The value of the shares allocated to other plans within the master trust will be their closing price on the New York Stock Exchange on the day the allocation is effective. The total value of the NS Stock Fund consists of the market value of the shares of NS stock, the amount invested in cash or cash equivalents, the earnings on the cash balance, and any dividends paid on the NS stock that have been reinvested in the NS Stock Fund, reduced by any commissions and fees associated with the Fund's transactions and all administrative fees of the Fund. A unit value is assigned to each participation unit in the Fund, and the unit value is determined by dividing the total value of the Fund by the number of participation units credited to all accounts in the Plan.

The Trustee will purchase directly units of participation in the Vanguard Retirement Savings Trust (except that participation units may be allocated from your account to another participant's account in connection with the liquidation of all or a part of your investment in the Vanguard Retirement Savings Trust) in a number then equivalent in value to all participants' contributions to the Vanguard Retirement Savings Trust, with the rates of return to be that provided by the Vanguard Retirement Savings Trust. Distributions, including net income earned and realized and unrealized gains and losses of the Vanguard Retirement Savings Trust attributable to units of participation held on behalf of participants, will be reinvested in additional units of the Vanguard Retirement Savings Trust.

The Trustee will purchase directly shares in the Vanguard Wellington Fund, Vanguard Asset Allocation Fund, Vanguard 500 Index Fund, Vanguard Windsor II Fund, Vanguard U.S. Growth Fund, Vanguard International Growth Fund, Vanguard Growth Index Fund, and the American Century Ultra Fund (except that shares may be allocated from your account to another participant's account in connection with the liquidation of all or part of your investments) at a price per share equal to the then current net asset value per share of each respective fund. The "net asset value per share" is the value of the net assets of each fund (securities and other assets minus liabilities) divided by the number of shares of that fund outstanding.

Transaction Fees and Expenses

All commissions and fees incurred by the Trustee in the purchase of Norfolk Southern Corporation common stock for the NS Stock Fund and all administrative fees are paid by the NS Stock Fund and are charged against the value of investments in the Fund. These fees will be borne by you if you invest in the NS Stock Fund. Currently, the administrative fees of the NS Stock Fund are 0.16% of the total value of the Fund, and this fee may change. The administrative costs of the Vanguard Retirement Savings Trust, Vanguard Wellington Fund, Vanguard Asset Allocation Fund, Vanguard 500 Index Trust, Vanguard Windsor II Fund, Vanguard U.S. Growth Fund, Vanguard International Growth Fund, Vanguard Growth Index Fund, and the American Century Ultra Fund are charged against the value of investments in those funds and will be borne by you if you choose to invest in these funds. All other administrative costs arising under the Plan are borne by the Plan and its participants, except any expenses that Norfolk Southern Corporation, in its discretion, chooses to pay. The Board of Managers receives no remuneration with respect to its services for the Plan.

Confidentiality of Transactions in NS Stock
The Board of Managers has established and will monitor procedures to insure the confidentiality of information relating to your purchase, holding, and sale of Norfolk Southern Corporation common stock through the NS Stock Fund, and your exercise of voting, tender, and similar rights relating to any NS stock held for your account. The Board of Managers has engaged Vanguard as an independent record keeper to maintain the books and records of the Plan. The Board of Managers has also engaged Vanguard Fiduciary Trust Company as the independent Trustee for the Plan.

Your decision to purchase or sell units of participation in the NS Stock Fund will be implemented through Vanguard's VOICE™ interactive telephone system or Participant Services Associates. Access to this system and your accounts is protected through security codes developed by Vanguard to ensure the confidentiality of your account transactions and other account information.

A small number of Norfolk Southern employees who work in the employee benefits office have regular on-line access to Plan information maintained by Vanguard. On-line access to Plan information is strictly controlled and granted only to those employees who work with Vanguard on an ongoing basis in order to assist in and monitor Vanguard's administration of the Plan. It is the policy of Norfolk Southern that employees who have access to information regarding the accounts of other employees are strictly forbidden to reveal such information.

You are entitled to vote all shares of NS stock held on behalf of and credited to your Plan account, and you will be provided with all information otherwise provided to other stockholders. In the event of a tender offer, you will be provided with the means to instruct the Trustee to tender or not to tender the NS stock held for your account. If you do not provide the Trustee with such instruction, your NS stock will not be tendered. Norfolk Southern has established policies to safeguard the confidentiality of proxies and ballots.

Dividends Paid On NS Stock

You may elect to have dividends paid with respect to Norfolk Southern Corporation common stock held in the NS Stock Fund paid to the plan and either:

(1) distributed to you in cash as soon as practicable, or

(2) reinvested in the NS Stock Fund.

Dividends will be reinvested in the NS Stock Fund, unless you contact Vanguard and elect to have them distributed to you in cash. Electing to have dividends paid to the Plan and distributed in cash may have some income tax implications. Please refer to the "Income Tax Implications" section for details.

You can make or change your dividend election by calling Vanguard at (800) 523-1188.

Additional Information

In addition to the fund descriptions and risk and return information provided above, you should consult the Prospectus for the Plan and the Prospectus for each investment option before making any investment decisions. In addition, you may request the following information regarding your investment alternatives by calling Vanguard at 1-800-523-1188:

- a description of the annual operating expenses of each investment alternative, which reduce the rate of return, and the aggregate amount of such expenses expressed as a percentage of average net assets;

- copies of any prospectuses, financial statements and reports, and any other materials relating to the investment alternatives available under the Plan, to the extent such information is available to the Plan;

- a list of assets comprising the portfolio of each investment alternative and its value;

- information concerning the values of shares or units in each investment alternative, as well as the past and current investment performance of such alternative determined net of expenses, on a reasonable and consistent basis; and

- information concerning the value of shares or units of investment alternatives held in your account.

Changing investment choices

You may change your investment choice with respect to future contributions by calling Vanguard. You will need your personal identification number (PIN) to access your account information through Vanguard Online Institutional Communication Exchange (VOICE™) automated system or you may speak with a Vanguard Associate. In most cases, a change will be effective as of the date your next contribution is deposited in the Plan, so long as you change your election by calling the voice response system no later than 4:00 p.m. Eastern Time on the business day on which you want the change to be effective.

You may also change the way in which your current total account balance is invested at any time, i.e., shift or exchange money among funds. These shifts may be made without changing the way your future contributions are invested. In most cases, a change will be effective at the end of the business day, so long as your election change is made no later than 4:00 pm Eastern Time on that date, and the value of the assets which are shifted will be their value on the day your election to shift is effective.

Benefits

Benefits at Termination of Employment

Under the Plan, you are always 100% vested in the full value of your account. Your account belongs to you even if you resign or lose your job.

The full value of your account will be paid as soon as administratively feasible after you terminate employment (which includes termination or relinquishment of all seniority rights under any applicable collective bargaining agreement.) However, if the total value of your vested account is more than $5,000, without regard to your Rollover Contributions account, and you are under age 62, you may defer distribution to a later date. Any money left in your account will continue to be credited with earnings until it is distributed to you.

See "Income Tax Implications" on page 24 for information about the tax treatment of your distribution.

Benefits at Retirement or Disability

You are entitled to payment of the full value of your account as follows:

- if you retire at any time on or after you become eligible for a retirement annuity under the Railroad Retirement Act or Social Security Act.

- if you terminate your employment because you become totally and permanently disabled such that you are eligible for and receive a disability annuity under the Railroad Retirement Act or the Social Security Act or are eligible for and receive a benefit under the Company's Long- Term Disability Plan for its nonagreement employees.

When either of these events occur, you automatically become eligible to receive your total account balance, if you elect to do so.

Benefits at Death

If you die prior to distribution of your account, the full value of your account will be distributed to your beneficiary(ies) (or to your estate in the absence of a beneficiary).

Normal Form of Payment
The normal form of payment under the Plan is a single lump sum. You may elect to receive the portion of your account that is invested in the NS Stock Fund in a stock certificate (whole shares only) rather than cash.

Beneficiary Designation

The choice of a beneficiary(ies) is yours. However, the law requires the Plan to treat your spouse at the time of your death as your sole beneficiary unless (i) you have made an election to the contrary, which has been approved in writing by your spouse and witnessed by a notary public, or (ii) a prior Qualified Domestic Relations Order requires part of your benefits to be distributed to a former spouse (refer to the **"Qualified Domestic Relations Order"** section below).

There are four situations to consider:

1. If you are not married, you may name any beneficiary you choose.

2. If you are married and want to name your spouse as sole beneficiary, you simply make that designation on the form and return it. Your spouse does not have to sign anything.

3. If you are married and want to name someone other than your spouse as sole or partial beneficiary, you must do so on the beneficiary designation form. In addition, you must have your spouse sign the authorization on the form consenting to this beneficiary designation and have your spouse's signature witnessed by a notary public.

4. If you marry in the future, please consider that the Company must, by law, consider your spouse at the time of your death your beneficiary unless you have followed the procedure in paragraph 3 above. If you have designated a different beneficiary without your spouse's written and witnessed consent, the Plan must ignore that designation in favor of your spouse.

Withdrawal of contributions while employed

Your retirement account is intended to stay in the Plan to improve your financial security at retirement. However, withdrawals and distributions are permitted in certain circumstances. You may request permitted withdrawals and distributions by contacting Vanguard at **(800) 523-1188**.

You may make withdrawals from the Plan while employed as described below.

From Your After-Tax Contributions Account

You may withdraw all or a portion of your account attributable to your After-Tax Contributions by contacting Vanguard. Unless you elect otherwise, your withdrawal will be made pro-rata from your After-Tax Contributions Account's investment options. You may request a withdrawal only once in any calendar quarter. The minimum that may be withdrawn is $500.

From Your TWIST Account

You may withdraw all or a portion of the balance in your TWIST Account, either in whole shares of Norfolk Southern Corporation common stock or in cash, provided that the TWIST Contributions being withdrawn have been held in TRIP for at least two (2) years.

Note: Your withdrawal of After-Tax or TWIST Contributions may have some income tax implications. Please refer to the next section for details.

For Hardship

In the event of extreme hardship, the Plan Administrator may approve a request for withdrawal of a portion of your Basic Pre-Tax Contributions, Catch-Up Contributions, or Rollover Contributions (but not the earnings credited to such contributions). A request for hardship withdrawal will be reviewed by the Plan Administrator to assure that it meets the criteria established under federal law. Under the law, a hardship situation is one where you experience a heavy and immediate financial need and you have no other resources available to you to satisfy that need. Acceptable hardship reasons are limited to the reasons listed below. The following chart also sets forth some examples of corresponding documentation that may be required to establish your hardship.

Reason for Hardship Withdrawal	Examples of Required Documentation
Payments of medical expenses for you, your spouse, your dependent children, or your other tax dependents not already covered by a health care plan.	Explanation of claims processed or benefits paid from health care plan administrator.
Payments of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children or your tax dependents.	Detailed statement from educational institution.
The purchase of your principal residence (not including mortgage payments).	Real estate purchase contract and Good Faith Estimate of closing costs.
Obtain funds necessary to prevent eviction from your principal residence or foreclosure on the mortgage of that residence.	Eviction notice from rental agent or foreclosure notice from your mortgage holder.

Prior to taking a hardship withdrawal you must exhaust every other possibility under the Plan or under any other plan of Norfolk Southern Corporation for obtaining the funds needed, including withdrawing from your After-Tax Contributions Account. Further, the amount requested for the hardship withdrawal may not be more than the amount that is needed to meet the hardship and any penalties or taxes associated with the withdrawal.

If your hardship withdrawal is approved, your contributions to the Plan must be suspended for six months beginning with the date of withdrawal. For the calendar year following the year in which you make the withdrawal, the maximum dollar limit on contributions that applies to you is reduced by the amount of contributions you made to the Plan in the year you took the hardship withdrawal.

Hardship withdrawals are not eligible rollover distributions and cannot be rolled over to an eligible retirement plan.

Withdrawals from your Matching Contributions Account are not permitted while you are still employed.

Income tax implications

Tax laws governing distributions from the Plan are very complex and change frequently. You should consult your personal tax advisor before you make any decisions that might affect your tax situation. However, following are some general comments on the tax treatment of payments to you from the Plan.

When you receive a distribution from the Plan, you will be taxed on the distribution as ordinary income in the year you receive it (except the portion comprised of your After-Tax Contributions, or if your withdrawal is of Norfolk Southern common stock either attributable to After-Tax Contributions or as a part of a lump-sum distribution, the net unrealized appreciation with respect to that stock). If you receive a distribution from the Plan for any reason except those listed below, an additional 10% early distribution penalty will be applied to the taxable portion of your distribution.

Cases when 10% early distribution penalty does not apply:

- In the case of a withdrawal while employed, if the withdrawal is made after age 59 1/2.
- If the payment is for reason of separation from service after age 55, death or disability.
- If the distribution is for payment under a qualified domestic relations order.
- If the distribution is for payment of medical expenses in excess of 7.5% of your adjusted gross income.
- If the payment is rolled over to an IRA or eligible retirement plan (see section below

on rollover distributions).

Rollover Distributions
If you roll over your distribution from the Plan to an IRA or eligible retirement plan, you will defer payment of tax on your distribution and it is not subject to the 10% early distribution penalty that may otherwise have applied (see section above).

You may roll over any distribution from the Plan that qualifies as an eligible rollover distribution. In general, any distribution form the Plan is an eligible rollover distribution if:

- the distribution was not a required minimum distribution, and

- the distribution was not part of a series of substantially equal periodic payments paid over ten or more years, your lifetime or the lifetimes of you and your beneficiary.

Hardship withdrawals are not eligible rollover distributions.

You may choose to have an eligible rollover distribution rolled over directly to an IRA or eligible retirement plan that accepts rollovers. After-tax contributions can be "rolled over" to an eligible retirement plan, provided the plan agrees to separately account for the after-tax contributions and earnings on those contributions. Alternatively, your eligible rollover distribution may be paid to you and you can then roll it over to an IRA or eligible retirement plan within 60 days of the date you receive the distribution. If an eligible rollover distribution is paid to you, the Plan is required by law to withhold 20% of your distribution as federal income tax withholding. If you are paid the distribution and subsequently roll it over, the withheld amount must be replaced from another source if you wish to avoid income tax and possible early distribution penalties on that amount.

Dividends Paid On Norfolk Southern Stock
You may elect to have the dividends on Norfolk Southern Stock distributed to you in cash or reinvested in the NS Stock Fund. If you elect to have the dividends paid to you in cash, you will be taxed on the distribution as ordinary income in the year you receive the dividend distributions. The distribution will not be subject to the ten percent (10%) early distribution penalty. There will not be federal income tax withholding on the dividend distribution. If you elect to have the dividends reinvested in the NS Stock Fund, the dividends and any earnings on those dividends are tax-deferred.

General provisions

Assignment of Interest
By law, you may not transfer your interest in the Plan. This means you may not sell it, use it as collateral or otherwise give it away. Your creditors may not attach or garnish your interest in the Plan.

Domestic Relations Order

The Plan Administrator could be required to use some or all of your account to pay court-ordered alimony, child support or other transfer of assets directly to a spouse, former spouse, child or other dependent. The court order or administrative order must follow a certain form and contain certain information. If it does not, the Plan Administrator may not, by law, honor it. If it does, the Plan must comply with it. The Plan Administrator and legal counsel, if necessary, will determine whether the court order or administrative order must be followed. If desired, a proposed order may be submitted in advance for review. You may obtain, without charge, a copy of the procedures governing qualified domestic relations order determinations by a written request to the Board of Managers.

Funding Medium

All contributions to the Plan are held in a trust fund, administered by the Trustee and are invested according to the Plan and Trust Agreement and your investment choice. The money in the trust fund, including investment income, must be used exclusively for the benefit of Plan participants and their beneficiaries. Earnings from your share of investments in the trust fund are added to your account balance.

Changes in or Termination of the Plan

The Company currently intends to continue this Plan indefinitely. However, since future conditions cannot be foreseen, the Company, through its chief executive officer or Board of Directors, reserves the right to change or terminate this Plan at any time. Even if the Plan is changed or terminated, no part of the trust fund may be used for any purpose other than the benefit of Plan participants and their beneficiaries. If the Plan is terminated, you will be entitled to the full value of your account.

Type of Administration

This Plan is administered by a Board of Managers who are appointed by the Board of Directors of Norfolk Southern Corporation. The Managers supervise the operation of the Plan, interpret the meaning of provisions in the Plan, determine eligibility for participation and benefits, and decide when benefits are to be paid according to the terms of the Plan.

Administering the Plan

While it is the duty of the Plan Administrator to administer the Plan, it is necessary that you cooperate with the Plan Administrator to prevent any hindrance or delay of the implementation of the provisions of this Plan. Failure on your part to complete any forms required by the Plan Administrator or failure to keep the record keeper informed of your current address may delay receipt of your benefit from the Plan.

No Plan Termination Insurance

Because benefits are determined by the balance in your individual account, your benefits provided by this Plan are not covered by the Pension Benefit Guaranty Corporation under Title IV of the Employment Retirement Income Security Act of 1974 (ERISA).

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ERISA Rights and Claims Procedures

Introduction

This description does not contain a discussion of every provision of the Plan, and does not modify the official text of the plan document. If you have any additional questions concerning the plan or desire any additional information, please contact the Plan Administrator or employee benefits office.

Plan Sponsor

Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510-2191

Plan Administrator

Board of Managers
Thoroughbred Retirement Investment Plan
Norfolk Southern Corporation
Three Commercial Place
Norfolk, Virginia 23510

Plan Trustee

Vanguard Fiduciary
Trust Company
P. O. Box 1101
Valley Forge, PA 19482-1101
(Reference Plan Number 090086)

Record keeper

The Vanguard Group
P. O. Box 2900
Valley Forge, PA 19482-2900
1-800-523-1188
(Reference Plan Number 090086)

Plan Year

The plan fiscal year begins on January 1 and ends on December 31.

Agent For Service Of Legal Process

Board of Managers
c/o J. A. Hixon, Chairman
Three Commercial Place
Norfolk, VA 23510-2191

Employer Identification Number

The Employer Identification Number for Norfolk Southern Corporation is 52-1188014.

Your Rights Under Law

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your plans, called ”fiduciaries,” have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension or welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

<u>Other Administrative Information</u>

<u>Name of Plan</u>
Thoroughbred Retirement Investment Plan of Norfolk Southern Corporation and Participating Subsidiary Companies

<u>Plan Number</u>
003

Type of Plan
Defined contribution plan

No Guarantee Of Employment

Your participation or eligibility for benefits under the plan is no guarantee of continued employment with NS. If you provide false information with respect to any matter relating to the plan, NS has the right to terminate your employment.

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Claims for benefits

Initial Claims

Any claims for benefits must be filed in writing with the Board of Managers, who will make all determinations as to the rights of any person to benefits under the Plan. You will be provided with a written notice of any such determination. Benefit claim determinations are made in accordance with the Plan documents and all Plan provisions are applied consistently with respect to similarly situated claimants.

Notice Of Any Denial

If your claim for a benefit is denied in whole or in part, you will receive a written explanation of the adverse benefit determination. You have a right to have the Plan review and reconsider your claim.

You will receive the written explanation of the adverse benefit determination within ninety (90) days, unless special circumstances require an extension of time for processing the claim. If an extension of time for processing is required, you will be provided with written notice of the extension before expiration of the ninety-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a decision. The extension will not exceed ninety (90) days from the end of the initial period.

The notice of denial of your claim will include (i) the reason for the adverse determination and reference to Plan provisions on which the determination is based; (ii) a description of any additional material necessary to perfect the claim and an explanation of why such material or information is necessary; and (iii) a description of the Plan's review procedures and the applicable time limits, including a statement of your right to bring a civil action following an adverse benefit determination on review. If all or part of any claim is not covered, you have a right to see, upon request and at no charge, any rule, guideline, protocol or criterion that the claims administrator relied upon in making the coverage decision.

Right To An Informal Review

You may request an informal review of any adverse benefit determination by the Board of Managers. This review must be requested in writing within sixty (60) days of your receipt of the adverse benefit determination, and you may submit written comments, documents, records, and any other information relating to your claim for benefits for the Board of Managers' consideration. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The Board of Managers will render a decision within sixty (60) days of receipt of written request for review.

Right To A Formal Review Of An Adverse Benefit Determination

Within sixty (60) days of your receipt of notice of any adverse benefit determination, you may request in writing a formal review of such determination by the Board of Managers.

You or your representative may submit written comments, documents, records, and any other information relating to your claim for benefits to the Board of Managers. The Board of Managers' review will take into account all comments, documents, records, and other information you submit relating to your claim for benefits, without regard to whether such information was submitted or considered in the initial benefit determination. The Board of Managers will render a decision within a reasonable period of time, but not later than sixty (60) days after receipt of written request for review, unless the Board of Managers determines that special circumstances require an extension of time for processing the claim. If an extension of time for processing is required, you will be provided with written notice of the extension before the expiration of the initial sixty (60) day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Board of Managers expects to render a decision. The extension will not exceed 120 days from receipt of a request for review.

The Board of Managers will notify you of its benefit determination on review. In the case of an adverse benefit determination, the notice will include the specific reason or reasons for the adverse determination, reference to the specific Plan provisions on which the benefit determination is based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, the notice will include the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol, or similar criterion was relied upon in making the determination and that a copy will be provided free of charge upon request. The notice will also include a statement that the Plan does not have any additional mandatory appeal procedures and that you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act, as amended, and a statement that you and your Plan may have other voluntary alternative dispute resolution options, such as mediation, and to contact your local U.S. Department of Labor to find out what may be available.