

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):
January 27, 2006 (January 23, 2006)



NORFOLK SOUTHERN CORPORATION

(Exact name of registrant as specified in its charter)

Virginia
(State or Other Jurisdiction
of Incorporation)

1-8339
(Commission File
Number)

52-1188014
(IRS Employer
Identification Number)

Three Commercial Place
Norfolk, Virginia 23510-9241
(Address of principal executive offices)

(757) 629-2680
(Registrant's telephone number, including area code)

No Change
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

Retirement Agreement

On January 24, 2006, the Norfolk Southern Corporation Board of Directors approved a Retirement Agreement between Norfolk Southern Corporation and David R. Goode. The Retirement Agreement calls for Mr. Goode to provide consulting services to Norfolk Southern for a five-year period beginning on March 1, 2006 relating to (1) transition of Mr. Goode's duties and responsibilities to his successor; (2) strategic acquisitions, dispositions, capital raising activities and major financings; (3) compensation matters; (4) business strategy planning; and (5) public speaking engagements and other public appearances on behalf of Norfolk Southern. In the Retirement Agreement, Mr. Goode also agreed not to compete with Norfolk Southern or solicit employees or customers away from the company for five years and agreed to waive his rights under his change-in-control agreement. In return, the Retirement Agreement provides that Mr. Goode's pension benefit under Norfolk Southern's Retirement Plan and its Supplemental Benefit Plan will be based on his average annual compensation for the three most highly compensated years, instead of the five most highly compensated years, out of the last ten years of creditable service under the plans. The Retirement Agreement is attached hereto as Exhibit 10.1.

Waiver Agreement

On January 24, 2006, the Compensation Committee of Norfolk Southern's Board of Directors approved a Waiver Agreement between Norfolk Southern Corporation and Mr. Goode. The Waiver Agreement provides for the modification of the terms of 81,036 Restricted Shares granted to Mr. Goode in 2004 and 2005 under the Long-Term Incentive Plan, and 54,023.6 Restricted Stock Units granted to Mr. Goode in 2004 and 2005 under the Restricted Stock Unit Plan, which Mr. Goode otherwise would have forfeited upon retirement. Under the Waiver Agreement, these Restricted Shares and Restricted Stock Units remain subject to their applicable restriction period, except in the event of death, and a non-compete provision until January 29, 2007, with respect to the Restricted Shares and Restricted Stock Units granted in 2004, and January 27, 2010, with respect to the Restricted Shares and Restricted Stock Units granted in 2005. The Waiver Agreement is attached hereto as Exhibit 10.2.

Director Compensation

On January 24, 2006, the Board of Directors approved increased compensation for the outside members of the Board of Directors. The quarterly retainer paid to each member of the Board of Directors, other than Mr. Goode and Mr. Moorman, for service on the Board was increased from \$8,000 to \$12,500. The quarterly fee paid to each member of the Board of Directors, other than Mr. Goode and Mr. Moorman, for serving on at least two committees was increased from \$9,000 to \$10,000, in each case plus expenses in connection with attending the committee meetings. Mr. Goode and Mr. Moorman receive no compensation for Board service.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Appointment of New Chairman

Mr. Goode will retire from his position as Chairman of the Board of Directors of Norfolk Southern effective February 1, 2006, and he will serve as special advisor to the Chief Executive Officer until his retirement effective March 1, 2006. Charles W. Moorman will succeed Mr. Goode as Chairman of the Board effective February 1, 2006. Norfolk Southern issued a Press Release announcing this action on January 24, 2006, attached hereto as Exhibit 99.1.

Mr. Moorman, 54, Virginia Beach, Va., has been a director of Norfolk Southern since January 25, 2005. He has served as Chief Executive Officer since November 1, 2005 and President since October 2004. Prior thereto he served as Senior Vice President Corporate Planning and Services from December 2003 to October 2004, Senior Vice President Corporate Services from February 2003 to December 2003 and President Thoroughbred Technology and Telecommunications, Inc. from 1999 to November 2004.

Norfolk Southern confirms, as required by regulations under the Securities Exchange Act of 1934, that (1) there is no family relationship between Mr. Moorman and any director or executive officer of Norfolk Southern, (2) there was no arrangement or understanding between Mr. Moorman and any other person pursuant to which he was elected to his position with Norfolk Southern, and (3) there is no transaction between Mr. Moorman and Norfolk Southern that would require disclosure under Item 404(a) of Regulation S-K. There is no employment agreement between Mr. Moorman and Norfolk Southern.

Election of New Director

On January 24, 2006, Norfolk Southern issued a Press Release, attached hereto as Exhibit 99.2, announcing that the Board of Directors at its meeting on January 23, 2006, elected Daniel A. Carp to be a director, effective immediately. The Board of Directors also appointed Mr. Carp to the Audit Committee and the Compensation Committee, effective January 23, 2006.

Mr. Carp, 58, Naples, Florida, formerly served as Chairman of the Board and Chief Executive Officer of Eastman Kodak Company from 2000 to 2005, having first been appointed as a director of Eastman Kodak in 1997. He served as president of Eastman Kodak from 1997 to 2001 and from 2002 to 2003, as Chief Operating Officer from 2002 to 2003 and as Executive Vice President and Assistant Chief Operating Officer from 1995 to 1997. He is also a director of Texas Instruments Incorporated.

Norfolk Southern confirms, as required by regulations under the Securities Exchange Act of 1934, that (1) there was no arrangement or understanding between Mr. Carp and any other person pursuant to which he was elected as a director of Norfolk Southern, and (2) there is no transaction between Mr. Carp and Norfolk Southern that would require disclosure under Item 404(a) of Regulation S-K.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Bylaw Amendments

On January 23, 2006, the Board of Directors amended the Bylaws of Norfolk Southern Corporation, effective immediately, to increase the number of directors from 11 to 12 and elected Daniel A. Carp to fill the resulting vacancy. The amended Bylaws are attached hereto as Exhibit 3(ii).

Item 9.01. Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3(ii)	The Bylaws of Norfolk Southern Corporation, as amended January 23, 2006
10.1	Retirement Agreement by and between Norfolk Southern Corporation and David R. Goode dated as of January 27, 2006
10.2	Waiver Agreement by and between Norfolk Southern Corporation and David R. Goode dated as of January 27, 2006
99.1	Press Release, dated January 24, 2006
99.2	Press Release, dated January 24, 2006

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NORFOLK SOUTHERN CORPORATION

(Registrant)

/s/ Dezora M. Martin

Name: Dezora M. Martin
Title: Corporate Secretary

Date: January 27, 2006

EXHIBIT INDEX

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B Y L A W S
OF
NORFOLK SOUTHERN CORPORATION
AS AMENDED

January 23, 2006

BYLAWS
OF
NORFOLK SOUTHERN CORPORATION

ARTICLE I

Stockholders' Meetings

SECTION 1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held on such date in March, April, May or June as the board of directors may designate. If the date of the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding day not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the stockholders shall be held whenever called by the chief executive officer or by a majority of the directors.

SECTION 3. Time and Place. All meetings of the stockholders shall be held at the time and place stated in the notice of meeting.

SECTION 4. Quorum. The holders of a majority of the outstanding shares of capital stock entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of the stockholders. If less than a quorum is present at an annual or special meeting, then a majority in interest of the stockholders present in person or by proxy may from time to time adjourn the meeting to a fixed time and place, no further notice of any adjourned meeting being required. Each stockholder shall be entitled to one vote in person or by proxy for each share entitled to vote then outstanding in his name on the books of the corporation.

SECTION 5. Record Date. The board of directors may fix in advance a date as the record date for a determination of stockholders for any purpose, such date to be not more than seventy days before the meeting or action requiring a determination of stockholders.

SECTION 6. Conduct of Meetings. The chief executive officer, or any officer or director he may designate, shall preside over all meetings of the stockholders. The secretary of the corporation, or an assistant secretary, shall act as secretary of all the meetings, if present. If the secretary or an assistant secretary is not present, the chairman of the meeting shall appoint a secretary.

The board of directors, prior to the annual meeting of the stockholders each year, shall appoint one or more inspectors of election to act at such annual meeting and at all other meetings of stockholders held during the ensuing year. In the event of the failure of the board to make such appointment or if any inspector of election shall for any reason fail to attend and to act at such meeting, an inspector or inspectors of election, as the case may be, may be appointed by the chairman of the meeting. The inspectors of election shall determine the qualification of voters, the validity of proxies and the results of ballots.

SECTION 7. Proposals by Stockholders. No business may be transacted at an annual or special meeting of stockholders other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the board of directors, (b) otherwise properly brought before the meeting by or at the direction of the board of directors or (c) otherwise properly brought before the meeting by a stockholder (i) who is a stockholder on the date of the giving of the notice provided for in this Section 7 and on the record date for the determination of stockholders entitled to vote at such meeting and (ii) who gives to the corporation notice in writing of the proposal, provided that such written notice is received at the principal executive office of the corporation, addressed to the Corporate Secretary, (A) in the case of an annual meeting, not less than ninety (90) nor more than one hundred sixty (160) calendar days prior to the anniversary date of the immediately preceding annual meeting and, (B) in the case of a special meeting, not later than the tenth calendar day next following the date on which notice of the holding of the special meeting is mailed to stockholders or public disclosure of the date of the special meeting was made, whichever first occurs. The written notice given to the corporation shall include (i) the specific language on which stockholders will be asked to vote, (ii) the name and address of such stockholder, (iii) the class or series and number of shares of the capital stock of the corporation which are owned beneficially and/or of record by such stockholder, (iv) a representation as to the existence and nature of any agreement or understanding between the proposing stockholder and any other person or persons (including their identities) in connection with bringing the proposal, and (v) a representation as to any material interest of the proposing stockholder (and the other person or persons) in the subject matter of the proposal. The requirements

of this Section 7 are in addition to any other applicable requirements.

ARTICLE II

Board of Directors

SECTION 1. Election, Number and Term. The board of directors shall be chosen at the annual meeting of the stockholders. The number of directors shall be twelve until the 2006 Annual Meeting, at which time the number of directors shall be eleven, and the directors shall be classified and shall hold office for terms as provided in the articles of incorporation. This number may be increased or decreased at any time by amendment of these bylaws, but shall always be a number of not less than three. Directors need not be stockholders. Directors shall hold office until their successors are elected.

SECTION 2. Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum. If less than a quorum is present at a meeting, then a majority of those present may adjourn the meeting to a fixed time and place, no further notice of any adjourned meeting being required.

SECTION 3. Vacancies. Any vacancy arising among the directors, including a vacancy resulting from an increase by not more than thirty percent in the number of directors of all classes elected by the stockholders, may be filled by a majority vote of the remaining directors though less than a quorum unless sooner filled by the stockholders.

SECTION 4. Meetings. Meetings of the board of directors shall be held at times fixed by resolution of the board or upon the call of the chief executive officer or lead director, if one has been appointed by the board of directors, or of one-third of the members of the board. Notice of any meeting not held at a time fixed by a resolution of the board shall be given to each director at least two days before the meeting at his residence or business address or by delivering such notice to him or by telephoning or telegraphing it to him at least one day before the meeting. Any such notice shall contain the time and place of the meeting. Meetings may be held without notice if all the directors are present or those not present waive notice before or after the meeting. The chief executive officer, or any director he may designate, shall preside over all meetings of directors. The lead director, if one has been appointed by the board of directors, shall preside over meetings of the outside directors.

SECTION 5. Committees. The board of directors may by resolution designate an executive committee and one or more other committees, each of which shall consist of two or more directors. Any such committee, to the extent provided in the resolution of the board of directors and except as otherwise provided by law, shall have and may exercise the powers and authority of the board of directors in the management of the business and affairs of the corporation.

SECTION 6. Nominations of Directors. Except as otherwise provided in the Articles of Incorporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election to the board of directors may be made at any annual meeting of the stockholders (a) by or at the direction of the board of directors or (b) by any stockholder (i) who is a stockholder on the date of the giving of the notice provided for in this Section 6 and on the record date for the determination of stockholders entitled to vote at such meeting and (ii) who gives to the corporation notice in writing of the nomination, provided that such written notice is received at the principal executive office of the corporation, addressed to the Corporate Secretary, not less than ninety (90) nor more than one hundred sixty (160) calendar days prior to the anniversary date of the immediately preceding annual meeting. The written notice given to the corporation shall include all the information about the nominee that would be required by applicable rules and regulations of the Securities and Exchange Commission to be included for nominees listed in the proxy statement for such meeting and shall include (i) the name and address of such stockholder and (ii) the class or series and number of shares of the capital stock of the corporation which are owned beneficially and/or of record by such stockholder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

ARTICLE III

Officers

SECTION 1. Election, Number and Term. The board of directors, promptly after its election in each year, may elect a chairman of the board and shall elect a president (one of whom shall be designated chief executive officer), a secretary and a treasurer, and may elect one or more vice chairmen and vice presidents and may appoint such other officers as it may deem proper. Any officer may hold more than one office except that the same person shall not be president and secretary. Each officer shall hold office until his successor is elected or until his death or until he resigns or is removed in the manner hereinafter provided.

SECTION 2. Removal. Any officer may be removed at any time by the vote of the board of directors and any officer or agent appointed otherwise than by the board of directors may be removed by any officer having authority to appoint that officer or agent.

SECTION 3. Vacancies. Vacancies among the officers elected by the board of directors shall be filled by the directors.

SECTION 4. The Chief Executive Officer. The chief executive officer, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. All officers and agents, other than officers or agents elected or appointed by the board of directors, shall be appointed by the chief executive officer or by the heads of departments, subject to the approval of the chief executive officer. Unless otherwise specifically provided in these bylaws or by direction of the board of directors, the chief executive officer or, at his direction, any officer, employee or agent of the corporation designated by him, may sign and execute all representations, securities, conveyances of real and personal property, leases, licenses, releases, contracts and other obligations and instruments in the name of the corporation.

SECTION 5. The Vice Chairmen and Vice Presidents. The vice chairmen and the vice presidents shall perform such duties as from time to time may be assigned to them by the chief executive officer or by the board of directors. In the absence of the chief executive officer, or in the event of his death, inability or refusal to act, the officer designated by the chief executive officer or the board of directors shall perform the duties of the chief executive officer, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the chief executive officer. Any vice chairman or vice president may sign, with the secretary or an assistant secretary, certificates for shares of the corporation.

SECTION 6. The Secretary. The secretary shall:

(a) keep the minutes of the meetings of the stockholders and the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholders; (e) sign with the chairman of the board, a vice chairman, the president, or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the chief executive officer or by the board of directors.

SECTION 7. The Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine. He shall:

(a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these bylaws; (b) when duly authorized, disperse all moneys belonging or coming to the corporation; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the chief executive officer or by the board of directors.

SECTION 8. Assistant Secretaries and Assistant

Treasurers. The assistant secretaries, when authorized by the board of directors, may sign with the chairman of the board, a vice chairman, the president or a vice president certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the board of directors. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in

such sums and with such sureties as the board of directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the chief executive officer or the board of directors.

SECTION 9. Salaries. The salaries of the officers elected by the board of directors shall be fixed by the board of directors. The salaries of all other officers shall be fixed by the chief executive officer or by the heads of departments, subject to the approval of the chief executive officer.

ARTICLE IV

Checks and Deposits

SECTION 1. Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 2. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected in a manner authorized by the board of directors.

ARTICLE V

Certificate of Stock

Each stockholder shall be entitled to a certificate or certificates of stock in such form as may be approved by the board of directors signed by the chairman of the board, a vice chairman, the president or a vice president and by the secretary or an assistant secretary or the treasurer or any assistant treasurer.

All transfers of stock of the corporation shall be made upon its books by surrender of the certificate for the shares transferred accompanied by an assignment in writing by the holder and may be accomplished either by the holder in person or by a duly authorized attorney in fact.

In case of the loss, mutilation or destruction of a certificate of stock, a duplicate certificate may be issued upon such terms not in conflict with law as the board of directors may prescribe.

The board of directors may also appoint one or more transfer agents and registrars and may require stock certificates to be countersigned by a transfer agent or registered by a registrar or may require stock certificates to be both countersigned by a transfer agent and registered by a registrar. If certificates of capital stock of the corporation are signed by a transfer agent or by a registrar (other than the corporation itself or one of its employees), the signature thereon of the officers of the corporation and the seal of the corporation thereon may be facsimiles, engraved or printed. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the corporation.

ARTICLE VI

Seal

The seal of the corporation shall be a flat-faced circular die, of which there may be any number of counterparts, with the word "SEAL" and the name of the corporation and the state and year of incorporation engraved thereon.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and end on the thirty-first day of December in each year.

ARTICLE VIII

Voting of Stock Held

Unless otherwise ordered by the board of directors, the chief executive officer, or his designee, shall have full power and authority in behalf of the corporation to attend and to act and to vote at any meetings of stockholders of any corporation in which the corporation may hold stock, and at any such meeting shall possess and may exercise any and all the rights and powers incident to the ownership of such stock, which, as the owner thereof, the corporation might have possessed and exercised if present, and may sign proxies on behalf of the corporation with respect to any such meeting or sign consents on behalf of the corporation with respect to corporate actions permitted without a meeting of stockholders. The board of directors, by resolution, from time to time, may confer like powers upon any other person or persons.

ARTICLE IX

Amendments

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the board of directors at any regular or special meeting of the board of directors.

Retirement Agreement

This Retirement and Consulting Services Agreement (this "Agreement") is entered into as of January 27, 2006, by and between Norfolk Southern Corporation (the "Corporation") and David R. Goode ("Executive").

WITNESSETH:

WHEREAS, Executive has highly specialized skills which are valuable to the Corporation;

WHEREAS, the Corporation and its Board of Directors are willing, in consideration of Executive entering into this Agreement and fulfilling its terms, to provide enhanced retirement benefits to Executive.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Pension Enhancement

The Corporation's Board of Directors has resolved to provide an enhanced pension benefit ("Pension Enhancement") to Executive upon his retirement. The Pension Enhancement shall be in addition to the retirement benefits Executive may be entitled to under the Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies ("Retirement Plan") and the Supplemental Benefit Plan of Norfolk Southern Corporation and Participating Subsidiary Companies ("Supplemental Plan") (together, "Retirement Plans"), and this additional benefit shall be provided under Article IV, Section 2 of the Supplemental Plan. The Pension Enhancement shall equal the excess of:

- (i) the monthly benefit under Article VI of the Retirement Plan and under Article IV, Section 1 of the Supplemental Plan if such benefit had been computed by determining Average Final Compensation on the basis of the average monthly Compensation paid to the member during any three Compensation Years out of the 120 months of Creditable Service ending with the last month in which the Member was employed in a Nonagreement Position which will produce the highest average monthly compensation; over
- (ii) the monthly benefit actually payable under the Retirement Plans.

Notwithstanding anything in this paragraph or in the Retirement Plans to the contrary, retirement benefits accrued under the Supplemental Plan after December 31, 2004, shall be distributed in accordance with section 409A of the Internal Revenue Code. For the purposes of this section 1, capitalized terms shall be as defined in the Retirement Plans.

2. Consulting Services

For a five-year period beginning March 1, 2006 (the date of Executive's retirement), Executive agrees to provide consulting services commensurate with his status and experience with respect to matters as shall be reasonably requested from time to time by the chief executive officer of the Corporation, including matters related to (i) transition of his duties and responsibilities as the Corporation's chief executive officer to his successor, (ii) strategic acquisitions, dispositions, capital raising activities and major financings; (iii) compensation matters; (iv) business strategy planning; and (v) public speaking engagements and other public appearances on behalf of the Corporation. Executive shall honor any such request unless he has a conflicting commitment that would preclude him from performing such services at the time and/or place requested by the Corporation, and in such circumstances shall make reasonable efforts to arrange a mutually satisfactory alternative. The Corporation will use reasonable efforts not to require the performance of consulting services in any manner that unreasonably interferes with the activities of Executive.

3. Relinquishment of Change in Control Agreement

In consideration of the benefits provided under this Agreement, Executive agrees to relinquish and hereby waives any and all rights provided under the Agreement dated as of June 1, 1996, between Executive and the Corporation providing economic protections in the event of Executive's termination during a two-year period immediately following a change in control ("Change in Control Agreement"). This relinquishment and waiver of the Change in Control Agreement shall be effective as of the date of this Agreement.

4. Non-Competition and Non-Solicitation

(a) Executive covenants and agrees from March 1, 2006, for a period of five years thereafter, Executive will not work for or provide services for any Competitor, on his or her own behalf or in the service of or on behalf of others, including, but not limited to, as a consultant, independent contractor, owner, officer, partner, joint venturer, or employee, at any time. For purposes of this Agreement, "Competitor" shall mean any entity in the same line of business as the Corporation in the North American markets in which the Corporation or any of its subsidiaries or affiliates competes, including, but not limited to, any North American Class I rail carrier, any other rail carrier competing with the Corporation (including without limitation a holding or other company that controls or operates or is otherwise affiliated with any rail carrier competing with the Corporation or any of its subsidiaries or affiliates), and any other provider of transportation services competing with the Corporation or any of its subsidiaries or affiliates, including motor and water carriers.

(b) Executive also covenants and agrees from March 1, 2006, for a period of five years thereafter, Executive will not, on his own behalf or in the service of or on behalf of others, including, but not limited to, as a consultant, independent contractor, owner, partner, joint venturer or employee, (i) solicit, recruit, entice or persuade any employee of the Corporation or any of its subsidiaries or affiliates (other than persons employed in a clerical or other nonprofessional position) to leave the employment of the Corporation or any of its subsidiaries or affiliates, or recommend or refer any employees of the Corporation or any of its subsidiaries or affiliates for employment consideration to others, or (ii) solicit, entice, persuade or induce any person or entity doing business with the Corporation or any of its subsidiaries or affiliates to terminate or refrain from extending or renewing such relationship.

5. Cooperation and Non-Disclosure

(a) Executive covenants and agrees to refrain from any action which would breach the fiduciary or other duty Executive owes the Corporation by virtue of his employment or former employment. Each of Executive and the Corporation agree to cooperate fully with the other party in any matters that have given or may give rise to a legal claim against such other party and of which such party is knowledgeable. This would require Executive and the Corporation, as the case may be, without limitation, to:

- (i) make himself or itself available upon reasonable request to provide information and assistance to the other party on such matters without additional compensation, except for out of pocket costs, provided, however, that reasonable compensation shall be provided as mutually agreed if such assistance requires a significant amount of time; and
- (ii) notify the other party promptly of any requests for information related to any pending or potential legal claim or litigation involving the other party, reviewing any such request with the other party prior to disclosing any such information, and permitting the other party to be present during any communication of such information.

To the extent that Executive is required to provide assistance to the Corporation on such matters, the Corporation would, at its expense, provide appropriate legal counsel for Executive.

(b) Executive further covenants and agrees that any confidential or proprietary information acquired by him during his employment with the Corporation is the exclusive property of the Corporation, and Executive acknowledges that he has no ownership interest or right of any kind to said property. Except as otherwise required by law, Executive agrees that he will not actively use, and that he will not, either directly or indirectly, disclose, or divulge to any unauthorized party for his own benefit or to the detriment of the Corporation, any confidential or proprietary information (as defined herein) of the Corporation which he may have acquired during his employment with the Corporation, whether or not developed or compiled by the Corporation, and whether or not Executive was authorized to have access to such information.

(c) For the purposes of this Section 5, "confidential/proprietary information" is any information or intellectual property acquired by Executive as a result of his employment with the Corporation such that if such information or intellectual property were disclosed, such disclosure could act to the prejudice of the Corporation.

(d) Executive agrees that if he believes that he is required by law or otherwise to reveal any confidential or proprietary information of the Corporation, he or his attorney will promptly contact the Corporation's Law Department prior to disclosing such information in order that the Corporation can take appropriate steps to safeguard the disclosure of such confidential and proprietary information.

(e) Nothing in this Agreement should be construed, either expressly or by implication, as limiting the maximum protections which may be available to the Corporation under appropriate state and federal common law or statute concerning the obligations and duties of Executive to protect the Corporation's property and/or confidential and proprietary information, including, but not limited to, under the Virginia Uniform Trade Secrets Acts (Va. Code, § 59.1-336, et. seq.)

(f) Notwithstanding anything herein to the contrary, each party to this Agreement may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions covered by this Agreement and all materials of any kind that are provided to the party relating to such tax treatment and tax structure.

6. Injunctive Relief - Executive acknowledges and agrees that the breach of this Agreement, or any portion thereof, may result in irreparable harm to the Corporation, the monetary value of which could be difficult to establish. Executive therefore agrees and consents that the Corporation shall be entitled to injunctive relief or such other equitable relief as is necessary to prevent a breach by Executive of any of the covenants or provisions contained in this Agreement. Nothing contained in this provision shall be construed as prohibiting the Corporation from pursuing any legal remedies available to the Corporation for such breach of this Agreement, including the recovery of damages from the Executive.

7. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

8. Amendments and Termination - This Agreement may be amended, supplemented and terminated only by a written instrument duly executed by all of the parties.

9. Waiver - The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement will not constitute a waiver of any of its rights hereunder.

10. Severability - If any provision of this Agreement is held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof.

11. Assignment - The obligations set forth in this Agreement cannot be assigned by either party, except in connection with a merger, reorganization or sale of substantially all of the assets of the Corporation.

12. Entire Agreement - This Agreement constitutes the entire understanding among the parties with respect to the subject matter contained herein and supersedes any prior understandings and agreements among them respecting such subject matter.

This Agreement will become effective upon its execution by both parties.

[signature page follows]

IN WITNESS WHEREOF, this Agreement is executed and delivered in duplicate on behalf of the Corporation by its officer thereunto duly authorized, and Executive has indicated his acceptance of and intent to be bound by this Agreement in the space provided below, as of the day and year first above written.

NORFOLK SOUTHERN CORPORATION

By: /s/ John P. Rathbone

EXECUTIVE

Dated: January 27, 2006

By: /s/ David R. Goode

**NORFOLK SOUTHERN CORPORATION
LONG-TERM INCENTIVE PLAN AND
RESTRICTED STOCK UNIT PLAN**

Waiver Agreement

This Waiver Agreement entered into as of January 27, 2006, by and between Norfolk Southern Corporation (Corporation) and David R. Goode (Optionee) modifies 66,000 Restricted Shares granted to Optionee on January 28, 2005, and 96,000 Restricted Shares on January 30, 2004, under the Norfolk Southern Corporation Long-Term Incentive Plan and 44,000 Restricted Stock Units granted on January 28, 2005, and 64,000 Restricted Stock Units on January 30, 2004, under the Norfolk Southern Corporation Restricted Stock Unit Plan (collectively, "Restricted Awards").

WHEREAS, under the existing terms of the Restricted Awards, if Optionee's employment is terminated by reason of his or her Retirement before expiration of the Restriction Period, the number of Restricted Shares and Restricted Stock Units shall be reduced by the proportion of the Restriction Period remaining after such Retirement (the "Proration Provision"). At that time, the restrictions on the balance of such Restricted Awards (the "Vested Awards") shall lapse on the date of the Optionee's Retirement and such Vested Awards shall be distributed to Optionee. Optionee's Vested Award totaled 80,964 Restricted Shares and 53,976.4 Restricted Stock Units, which will be distributed to Optionee after his Retirement.

WHEREAS, in accordance with the Proration Provision, 81,036 Restricted Shares and 54,023.6 Restricted Stock Units (the "Non-Vested Award") would have been subject to forfeiture upon Optionee's Retirement.

WHEREAS, the Compensation Committee of the Corporation's Board of Directors has agreed to waive the Proration Provision on the Non-Vested Awards, subject to the conditions set forth herein.

THEREFORE, in consideration of this waiver, Optionee agrees to the terms set forth herein. These terms shall amend the existing terms of the Non-Vested Awards and any outstanding agreements with respect to these Awards. All remaining terms of the Non-Vested Awards and all terms of the Vested Awards shall remain in full force and effect, and all other terms and conditions of the Norfolk Southern Corporation Long-Term Incentive Plan and Norfolk Southern Corporation Restricted Stock Unit Plan (collectively, "Plans") shall remain in effect. Capitalized terms used in this Waiver Agreement but not defined herein shall have the same meanings as in the Plans.

Optionee hereby agrees to the following terms:

1. Restriction Period Remains in Effect. The Restriction Period for the Non-Vested Awards shall not lapse upon Optionee's Retirement but shall remain in effect, and the Non-Vested Awards shall not be distributed to Optionee until the earlier of January 29, 2007, with respect to the Restricted Shares and Restricted Stock Units granted in 2004, and January 27, 2010, with respect to the Restricted Shares and Restricted Stock Units granted in 2005, or the death of the Optionee before the expiration of the Restriction Period.
2. Forfeiture Upon Breach of Non-Compete/Non-Solicitation Covenant. During the Restriction Period, Optionee covenants and agrees not to work for or provide services for any Competitor, on his or her own behalf or in the service of or on behalf of others, including, but not limited to, as a consultant, independent contractor, owner, officer, partner, joint venturer, or employee, at any time. Optionee further covenants and agrees during the Restriction Period not to, on his own behalf or in the service of or on behalf of others, including, but not limited to, as a consultant, independent contractor, owner, partner, joint venturer or employee, (i) solicit, recruit, entice or persuade any employee of the Corporation or any of its subsidiaries or affiliates (other than persons employed in a clerical or other nonprofessional position) to leave the employment of the Corporation or any of its subsidiaries or affiliates, or recommend or refer any employees of the Corporation or any of its subsidiaries or affiliates for employment consideration to others, or (ii) solicit, entice, persuade or induce any person or entity doing business with the Corporation or any of its subsidiaries or affiliates to terminate or refrain from extending or renewing such relationship. If the Optionee breaches this non-compete/non-solicitation covenant, the Non-Vested Awards shall be forfeited immediately and all rights of the Optionee to such Non-Vested Awards shall terminate immediately without further obligation on the part of the Corporation or any Subsidiary Company.

For purposes of this Waiver Agreement, "Competitor" shall mean any entity in the same line of business as the Corporation in the North American markets in which the Corporation competes, including, but not limited to, any North American Class I rail carrier, any other rail carrier competing with the Corporation (including without limitation a holding or other company that controls or operates or is otherwise affiliated with any rail carrier competing with the Corporation), and any other provider of transportation services competing with the Corporation, including motor and water carriers.

3. Execution of Stock Power. Optionee agrees to endorse in blank a stock power for the Restricted Shares portion of the Non-Vested Awards, a copy of which is attached hereto, and return the signed stock power to the Corporation's Corporate Secretary within ten days of receiving this Waiver Agreement.

IN WITNESS WHEREOF, this Waiver Agreement has been executed in duplicate on behalf of the Corporation by its officer thereunto duly authorized, and by the Optionee in acceptance of the above-mentioned waiver of the Proration Provision, as of the day and year first above written.

NORFOLK SOUTHERN CORPORATION

By: /s/ John P. Rathbone

OPTIONEE

Dated: January 27, 2006

By: /s/ David R. Goode

FOR IMMEDIATE RELEASE**January 24, 2006****NORFOLK SOUTHERN NAMES WICK MOORMAN CHAIRMAN**

NORFOLK, VA. - Norfolk Southern Corporation (NYSE: NSC) named Charles W. (Wick) Moorman to succeed David R. Goode as chairman, effective Feb. 1. The action was taken by Norfolk Southern's board of directors.

Moorman, who has served as president since 2004 and chief executive officer since 2005, will continue in those positions. Goode will continue as a member of Norfolk Southern's board of directors until the corporation's annual meeting of stockholders in May.

"Norfolk Southern is well positioned," Goode said. "Backed by the finest people in the transportation business, Wick Moorman and his team will guide us to even higher levels of safety and service. With tremendous pride and excitement, I look forward to a successful future for our company."

Moorman has served in a number of leadership positions, including senior vice president corporate planning and services, president of Thoroughbred Technology and Telecommunications, vice president information technology, and vice president personnel and labor relations. A native of Hattiesburg, Miss., and a graduate of Georgia Tech and Harvard Business School, he joined Norfolk Southern in 1970.

Norfolk Southern Corporation is one of the nation's premier transportation companies. Its Norfolk Southern Railway subsidiary operates approximately 21,300 route miles in 22 states, the District of Columbia and Ontario, Canada, serving every major container port in the eastern United States and providing superior connections to western rail carriers. NS operates the most extensive intermodal network in the East and is North America's largest rail carrier of automotive parts and finished vehicles.

###**For further information contact:****(Media) Bob Fort, 757-629-2710 (rcfort@nscorp.com)****(Investors) Leanne Marilley, 757-629-2861 (leanne.marilley@nscorp.com)**

FOR IMMEDIATE RELEASE
January 24, 2006

DANIEL A. CARP ELECTED TO NORFOLK SOUTHERN BOARD

NORFOLK, VA - Daniel A. Carp, former chairman and chief executive officer of Eastman Kodak Company, has been elected a director of Norfolk Southern Corporation (NYSE: NSC), Chairman David R. Goode announced today.

Carp, who retired from Eastman Kodak earlier this month, joined that company in 1970 as a statistical analyst and rose through the ranks to become executive vice president and assistant chief operating officer in 1995 and president and chief executive officer in 2000, adding the title of chairman in December 2000.

A business administration graduate of Ohio University with an MBA from Rochester Institute of Technology and an MS in Management from Massachusetts Institute of Technology, Carp is also a director of Texas Instruments Incorporated (NYSE: TXN).

Norfolk Southern Corporation is one of the nation's premier transportation companies. Its Norfolk Southern Railway subsidiary operates approximately 21,300 route miles in 22 states, the District of Columbia and Ontario, Canada, serving every major container port in the eastern United States and providing superior connections to western rail carriers. NS operates the most extensive intermodal network in the East and is North America's largest rail carrier of automotive parts and finished vehicles.

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