

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 25, 2008 (January 22, 2008)



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

On January 22, 2008, the Board of Directors of Norfolk Southern Corporation amended the Norfolk Southern Corporation Outside Directors' Deferred Stock Unit Program (ODDSUP) to provide: (1) that each current director's existing account under ODDSUP will be settled in stock rather than cash; (2) that such balance be paid under the Norfolk Southern Corporation Long-Term Incentive Plan (LTIP); and (3) that all future stock unit awards that would otherwise be made under ODDSUP will instead be made under LTIP. A copy of the restated ODDSUP is attached hereto as Exhibit 10.1.

On January 22, 2008, the Compensation Committee of the Board of Directors approved Restricted Stock Unit Awards to each outside director under the Norfolk Southern Corporation Long-Term Incentive Plan, effective the first day of the window period, January 24, 2008, equal to the number of stock units that each director previously had in the ODDSUP plus a grant of 3,000 restricted stock units as the 2008 award. A copy of each outside director's award agreement under LTIP is attached hereto as Exhibits 10.2 through 10.10.

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

On January 22, 2008, the Board of Directors amended the Bylaws of Norfolk Southern Corporation to decrease the number of directors from ten to nine effective as of February 1, 2008. The amended Bylaws are attached hereto as Exhibit 3.

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.

SIGNATURES
NORFOLK SOUTHERN CORPORATION
(Registrant)

/s/ Dezora M. Martin

Name: Dezora M. Martin
Title: Corporate Secretary

Date: January 25, 2008

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Norfolk Southern Corporation Outside Directors' Deferred Stock Unit Program
10.2	2008 Award Agreement between Norfolk Southern Corporation and Gerald L. Baliles, dated January 24, 2008
10.3	2008 Award Agreement between Norfolk Southern Corporation and Daniel A. Carp, dated January 24, 2008
10.4	2008 Award Agreement between Norfolk Southern Corporation and Gene R. Carter, dated January 24, 2008
10.5	2008 Award Agreement between Norfolk Southern Corporation and Alston D. Correll, dated January 24, 2008
10.6	2008 Award Agreement between Norfolk Southern Corporation and Landon Hilliard, dated January 24, 2008
10.7	2008 Award Agreement between Norfolk Southern Corporation and Burton M. Joyce, dated January 24, 2008
10.8	2008 Award Agreement between Norfolk Southern Corporation and Steven F. Leer, dated January 24, 2008
10.9	2008 Award Agreement between Norfolk Southern Corporation and Jane M. O'Brien, dated January 24, 2008
10.10	2008 Award Agreement between Norfolk Southern Corporation and J. Paul Reason, dated January 24, 2008
3	Bylaws of Norfolk Southern Corporation

NORFOLK SOUTHERN CORPORATION
OUTSIDE DIRECTORS' DEFERRED STOCK UNIT PROGRAM

I. Effective Date: May 9, 1996, amended to and including January 22, 2008.

II. Purpose: To align further each outside director's ownership interest in Norfolk Southern Corporation ("Corporation") with that of stockholders generally.

III. Eligibility: Each outside director of the Corporation serving on the Effective Date and any such outside director whose term as director begins after the Effective Date ("Eligible Director"). For purposes of this Program, an "outside director" is a director who is not an officer of the Corporation or any of its subsidiaries.

IV. Benefits:

(1) Each Eligible Director shall be granted from time to time such deferred stock units (each such stock unit representing at the time of grant the value of one share of Norfolk Southern Corporation Common Stock) ("Stock Units"), as the Board of Directors may authorize. Each Eligible Director's Stock Units will be recorded in an individual memorandum account ("Account") maintained by the Corporate Secretary or designated agent. On each dividend payment date, an amount equivalent to the dividend paid on the Common Stock ("Dividend Equivalent") will be credited for each Stock Unit and each fraction thereof in the Account and converted into additional Stock Units and fractions thereof (rounded to four decimal places) based on the Fair Market Value of the Common Stock on the dividend payment date.

For purposes of this Program, "Fair Market Value" on a particular date is the mean of the high and low prices at which the Common Stock is traded on such date as reported in the Composite Transactions for such date by Bloomberg L.P., or its successor, on its internet-based service, or, if Common Stock was not traded on such date, on the next preceding day on which Common Stock was traded.

(2) Each outside director of the Corporation serving on June 1, 1996, also shall have credited to the Account the number of Stock Units, including fractions thereof to which such director is entitled under the Norfolk Southern Corporation Directors' Pension Plan. Such Stock Units will be accounted for separately from any Stock Units credited under paragraph (1) above but will be treated the same in all other respects.

(3) Each Eligible Director may make an election at any time up to one year prior to leaving the Board of Directors to receive in cash any Stock Units in the Account either in a lump sum or in 10 annual installments upon leaving the Board of Directors for any reason. The most current election on file with the Corporate Secretary shall become irrevocable one year prior to the eligible Director leaving the Board of Directors. Failure to make a valid election will result in the Account being distributed in a lump sum. Separate elections will be made for Stock Units credited under paragraphs (1) and (2) above. A lump-sum payment will be valued based on the Fair Market Value of Common Stock on the last market day of the month following a director's termination of service and will be paid to an Eligible Director or beneficiary as soon as practicable thereafter. The first distribution under an election to receive installment payments will be made in January following the year in which the Eligible Director terminates service; Stock Units at any time remaining in the Account will be credited with Dividend Equivalents until the final installment has been paid. Each annual distribution will be valued based on the Fair Market Value of the Common Stock on the third business day after the date in January that the Corporation first makes publicly available its most recent regular annual financial statements. The first such installment will be an amount equal to one tenth of the total value of the Stock Units in the Account at that time; the second installment, one ninth of the remaining total value; the third installment, one eighth; and so forth, until the Account is depleted with payment of the tenth installment.

(4) The Board of Directors may make such adjustments in the number of Stock Units as may be required by any change in the corporate structure or shares of the Corporation, including but not limited to, recapitalization, stock splits, stock dividends, combination or exchange of shares, mergers, consolidations, rights offerings, separations, reorganizations and liquidations.

V. Miscellaneous:

(1) Each Eligible Director may designate in writing the person or persons ("Beneficiary") who shall acquire the rights of the Eligible Director to the Account in the event of the Eligible Director's death before final distribution.

In order to be effective, an Eligible Director's designation of a Beneficiary must be on file with the Corporate Secretary before the Eligible Director's death. Any such designation may be revoked and a new designation substituted therefore by the Eligible Director at any time before death.

If the named Beneficiary does not survive the Eligible Director, or if there is no named Beneficiary, then the rights with respect to an Eligible Director's Account shall be acquired by the person or persons who shall acquire the Eligible Director's rights to the Account by bequest or inheritance in accordance with the applicable laws of descent and distribution.

(2) This Program may be amended or terminated by the Board of Directors of the Corporation at any time; however, no such amendment or termination shall deprive an Eligible Director of any Stock Units previously credited to his or her Account.

VI. Settlement of Awards Under the Long-Term Incentive Plan of Norfolk Southern Corporation: Notwithstanding any provision of the Program described herein to the contrary, effective as of January 22, 2008, for any Eligible Director who is an outside director of the Corporation on January 22, 2008, any Stock Units credited to such Eligible Director's Account that would be payable in cash under this Program following such Eligible Director's termination of service or death shall instead be settled in common stock of Norfolk Southern Corporation, with such stock distributed under the Long-Term Incentive Plan of Norfolk Southern Corporation ("LTIP"), as specified under the terms of an award agreement under LTIP. No Stock Units shall be granted under the Program after January 22, 2008, as any such award shall instead be made under LTIP.

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Gerald L. Baliles** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **39,941.1462** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Gerald L. Baliles
Gerald L. Baliles

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Daniel A. Carp** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **6,157.2236** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

- i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and
- ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Daniel A. Carp
Daniel A. Carp

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Gene R. Carter** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **40,638.5928** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Gene R. Carter
Gene R. Carter

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Alston D. Correll** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **27,671.7609** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Alston D. Correll
Alston D. Correll

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Landon Hilliard** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **40,638.5928** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Landon Hilliard
Landon Hilliard

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Burton M. Joyce** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **14,590.1951** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Burton M. Joyce
Burton M. Joyce

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Steven F. Leer** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **33,559.5803** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Steven F. Leer
Steven F. Leer

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **Jane M. O'Brien** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **38,213.6224** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ Jane M. O'Brien
Jane M. O'Brien

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

Norfolk Southern Corporation Long-Term Incentive Plan

2008 Award Agreement for Outside Directors

This AGREEMENT dated as of January 24, 2008 (Award Date), between NORFOLK SOUTHERN CORPORATION (Corporation), a Virginia corporation, and **J. Paul Reason** (Participant), a director of the Corporation who is not an officer of the Corporation or any of its subsidiaries.

1. Award Contingent Upon Execution of this Agreement. This Award made to the Participant on the Award Date is contingent upon the Participant's execution and return to the Corporate Secretary of this Agreement. This Award shall be void, and the Participant shall not be entitled to any rights hereunder, unless the Participant executes and returns this Agreement to the Corporate Secretary on or before January 25, 2008.

2. Terms of Plan Govern. Each Award made hereunder is made pursuant to the Norfolk Southern Corporation Long-Term Incentive Plan (Plan), all the terms and conditions of which are deemed to be incorporated in this Agreement and which forms a part of this Agreement. The Participant agrees to be bound by all the terms and provisions of the Plan and by all determinations of the Committee thereunder. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

3. Award of Restricted Stock Units. The Corporation hereby grants to the Participant on Award Date **23,257.4420** Restricted Stock Units in settlement of any amount that would otherwise be payable to the Participant in cash pursuant to the Outside Directors' Deferred Stock Unit Program (the "ODDSUP Makeup Award"). The Corporation further grants to the Participant on Award Date **3,000** Restricted Stock Units (the "2008 Award"). Each whole Restricted Stock Unit is a contingent right to receive a Restricted Stock Unit Share, granted pursuant to Section 5 of the Plan, subject to the restrictions and other terms and conditions set forth in the Plan and this Agreement.

(a) Memorandum Account. The Participant's Award of Restricted Stock Units shall be recorded in a memorandum account. The Participant shall have no beneficial ownership interest in the Common Stock of the Corporation represented by the Restricted Stock Units awarded and no right to receive a certificate representing such shares of Common Stock. The Participant shall have no right to vote the Common Stock represented by the Restricted Stock Units awarded or to receive dividends.

(b) Restriction and Retention Period. The Restriction Period for the Restricted Stock Units granted pursuant to the ODDSUP Makeup Award and pursuant to the 2008 Award is waived and in lieu thereof, such Restricted Stock Units are subject to a Retention Period. The Retention Period shall expire upon the Participant's Separation from Service (within the meaning of section 409A of the Internal Revenue Code of 1986, as amended, and the regulations thereunder) (a "Separation From Service") or death. Notwithstanding any term of the Plan to the contrary, no Restricted Stock Units shall be settled in Restricted Stock Unit Shares pursuant to Section 5 hereof until the expiration of the Retention Period.

(c) Restrictions. Until the expiration of the Retention Period, Restricted Stock Units shall be subject to the following restrictions:

i. the Participant shall not be entitled to receive the certificate or certificates representing the Restricted Stock Unit Shares to which the Participant may have a contingent right to receive in the future; and

ii. the Restricted Stock Units may not be sold, transferred, assigned, pledged, conveyed, hypothecated, used to exercise options or otherwise disposed of.

4. Dividend Equivalent Payments. On each dividend payment date for the Corporation, the Corporation shall credit the memorandum account of each Participant who holds Restricted Stock Units as of the declared record date with additional Restricted Stock Units and fractions thereof equivalent to the dividend paid on the Corporation's Common Stock based on the Fair Market Value of the Common Stock on the dividend payment date. The Participant's memorandum account will be credited with additional Restricted Stock Units, including fractions thereof, pursuant to this section until all Restricted Stock Units that were credited to the Participant are distributed upon the Participant's Separation From Service or death.

5. Distribution of Restricted Stock Units. Each Participant shall elect a form of distribution with respect to any Restricted Stock Units credited to the Participant hereunder and with respect to any Restricted Stock Units that may be credited to the Participant in the future. The Participant may elect to receive such Stock Units in a single stock distribution or in 10 annual installments upon the Participant's Separation From Service. **The Participant's election under this paragraph is irrevocable.** Notwithstanding the foregoing, if a Participant has a Separation From Service in 2008, distribution will be made in the form elected by the Participant prior to 2008 with respect to any deferral under the Norfolk Southern Corporation Outside Directors Deferred Stock Unit Program.

If the Participant elects to receive the Restricted Stock Units in a single stock distribution, upon the expiration of the Retention Period, a certificate representing whole shares of Common Stock shall be delivered to the Participant, and any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The Participant's failure to make a valid election will result in the Restricted Stock Units being distributed in a single stock distribution.

If the Participant elects to receive the Restricted Stock Units in 10 annual installments upon the Participant's Separation From Service, following the expiration of the Retention Period, the first distribution under an election to receive installments will be made in January following the year of the Participant's Separation From Service, and subsequent installments will be distributed on the anniversary of the first installment. A certificate representing whole shares of Common Stock shall be delivered to the Participant upon distribution of each annual installment. The first such installment will be the number of whole Restricted Stock Unit Shares that equal one tenth of the total number of the Restricted Stock Units in the memorandum account at that time; the second installment, one ninth of the remaining total number; the third installment, one eighth; and so forth, until all remaining Restricted Stock Units are distributed as whole Restricted Stock Unit Shares upon distribution of the certificate in the tenth installment. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account upon the distribution of the tenth installment shall be distributed in cash concurrent with the distribution of the tenth installment.

If the Participant dies at any time, any Restricted Stock Units credited to the Participant's memorandum account will be distributed as whole Restricted Stock Unit Shares to the Participant's beneficiary within thirty (30) days following the Participant's death. Any remaining fraction of a single Restricted Stock Unit that was credited to the Participant's memorandum account shall be distributed in cash concurrent with the distribution. The beneficiary may not, directly or indirectly, designate the taxable year of the settlement.

I hereby elect the following form of distribution for my Restricted Stock Units upon my Separation From Service with the Board of Directors of the Corporation (check only one):

☐ A single distribution of my Restricted Stock Units upon my Separation From Service.

☐ Ten annual stock installments, beginning in January following the year of my Separation From Service as a director.

I understand this election is irrevocable.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Corporation by its officer thereunto duly authorized, and by the Participant, in acceptance of the above-mentioned Award, subject to the terms of the Plan and of this Agreement, all as of the day and year first above written.

By: /s/ J. Paul Reason
J. Paul Reason

By: /s/ John P. Rathbone
NORFOLK SOUTHERN CORPORATION

BYLAWS
OF
NORFOLK SOUTHERN CORPORATION
AS AMENDED
January 22, 2008

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 nine, 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, provided that stock of the corporation may be held in uncertificated form.

The holding and all transfers of stock of the corporation held in uncertificated form shall be effected through a direct registration system operated by a securities depository (as defined in Section 501.01 of the New York Stock Exchange Listed Company Manual). Within a reasonable amount of time after the issuance or transfer of uncertificated shares, the corporation shall send, or cause to be sent, to the registered holder thereof a written notice that includes the information required by subsections B and C of Section 13.1-647 of the Virginia Stock Corporation Act.

All transfers of stock of the corporation held in certificated form 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. All transfers of stock of the corporation held in uncertificated form shall be made upon proper instructions from the holder thereof.

In case of the loss, mutilation or destruction of a certificate of stock, a duplicate certificate or uncertificated shares in the place of the previously issued 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.