

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): April 30, 2002

NORFOLK SOUTHERN CORPORATION

(Exact name of registrant as specified in its charter)

Virginia	1-8339	52-1188014
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(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
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Three Commercial Place Norfolk, Virginia	23510-9241
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(Address of principal executive offices)	(Zip Code)
(757) 629-2680	

(Registrant's telephone number, including area code)	

Not Applicable

(Former name or former address, if changed since last report)

ITEM 5. Other Events.

On April 30, 2002, Norfolk Southern Corporation (the "Corporation") issued and sold \$200,000,000 aggregate principal amount of its 6% Senior Notes due April 30, 2008 (the "Securities"). The Securities were issued pursuant to the Corporation's Underwriting Agreement, dated April 25, 2002 (the "Base Underwriting Agreement") and the Pricing Agreement, dated April 25, 2002 (the "Pricing Agreement" and, together with the Base Underwriting Agreement, the "Underwriting Agreement") by and between the Corporation and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the several underwriters named in the Pricing Agreement (the "Underwriters"), which Pricing Agreement incorporates in its entirety all the provisions of the Base Underwriting Agreement. The Securities were issued under the Indenture, dated as of January 15, 1991, between the Corporation and U.S. Trust Bank National Association, formerly known as First Trust of New York, National Association, as successor trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of May 19, 1997, between the Corporation and the Trustee, a Second Supplemental Indenture, dated as of April 26, 1999, between the Corporation and the Trustee, a Third Supplemental Indenture, dated as of May 23, 2000, between the Corporation and the Trustee, a Fourth Supplemental Indenture, dated as of February 6, 2001, between the Corporation and the Trustee, a Fifth Supplemental Indenture, dated as of July 5, 2001, between the Corporation and the Trustee, and a Sixth Supplemental Indenture, dated as of April 30, 2002, between the Corporation and the Trustee.

ITEM 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(c) Exhibits:

- 1.1(a) Base Underwriting Agreement of the Corporation, dated April 25, 2002.
- 1.1(b) Pricing Agreement, dated April 25, 2002, between the Corporation, and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the Underwriters named in the Pricing Agreement.
- 4.1 Sixth Supplemental Indenture, dated as of April 30, 2002, between the Corporation and U.S. Bank Trust National Association, as Trustee.
- 5.1 Opinion of James A. Squires, Esq., Senior General Counsel of the Corporation.
- 5.2 Opinion of Skadden, Arps, Slate, Meagher & Flom LLP, special counsel to the Corporation.

SIGNATURES

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

Dated: April 30, 2002

NORFOLK SOUTHERN CORPORATION
(Registrant)

By: /s/ William J. Romig

Name: William J. Romig
Title: Vice President & Treasurer

EXHIBIT INDEX

Exhibit Number	Description
1.1(a)	Base Underwriting Agreement of the Corporation, dated April 25, 2002.
1.1(b)	Pricing Agreement, dated April 25, 2002, between the Corporation and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the Underwriters named in the Pricing Agreement.
4.1	Sixth Supplemental Indenture, dated as of April 30, 2002, between the Corporation and U.S. Bank Trust National Association, as Trustee.
5.1	Opinion of James A. Squires, Esq., Senior General Counsel of the Corporation.
5.2	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP, special counsel to the Corporation.

NORFOLK SOUTHERN CORPORATION

Debt Securities

Underwriting Agreement

April 25, 2002

MERRILL LYNCH & CO.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
4 World Financial Center
New York, New York 10080

Ladies and Gentlemen:

From time to time Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), proposes to enter into a Pricing Agreement (the "Pricing Agreement") substantially in the form of Annex I hereto, with such additions and deletions as the parties thereto may determine, and, subject to the terms and conditions stated herein and therein, to issue and sell to the firms named in Schedule I to the applicable Pricing Agreement (such firms constituting the "Underwriters" with respect to such Pricing Agreement and the securities specified therein) certain of its debt securities (the "Securities") specified in such Pricing Agreement (with respect to such Pricing Agreement, the "Designated Securities"). The Designated Securities to be purchased by the Underwriters are herein sometimes referred to as "Underwriters' Securities".

The terms and rights of any particular issuance of Designated Securities shall be as specified in the Pricing Agreement relating thereto and in or pursuant to the indenture (the "Indenture") identified in such Pricing Agreement.

1. Operation of Agreement. Particular sales of Designated Securities may be made from time to time to the Underwriters of such Securities, for whom the firms designated as representatives of the Underwriters of such Securities in the Pricing Agreement relating thereto will act as representatives (the "Representatives"). The term "Representatives" also refers to a single firm acting as sole representative of the Underwriters and to an Underwriter or Underwriters who act without any firm being designated as its or their representatives. This Underwriting Agreement shall not be construed as an obligation of the Corporation to sell any of the Securities or as an obligation of any of the Underwriters to purchase the Securities. The obligation of the Corporation to issue and sell any of the Securities and the obligation of any of the Underwriters to purchase any of the Securities shall be evidenced by the Pricing Agreement with respect to the Designated Securities specified therein. Each Pricing Agreement shall specify the aggregate principal amount of such Designated Securities, the purchase price to the Underwriters of such Designated Securities, the names of the Underwriters of such Designated Securities, the names of the Representatives of such Underwriters and the principal amount of such Designated Securities to be purchased by each Underwriter and shall set forth the date, time and manner of delivery of such Designated Securities and payment therefor. The Pricing Agreement shall also specify (to the extent not set forth in the Indenture and the registration statement and applicable prospectus) the terms of such Designated Securities. The obligations of the Underwriters under this Agreement and each Pricing Agreement shall be several and not joint.

2. Representations and Warranties of Corporation. The Corporation represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-3 (File No. 333-57872) in respect of the Securities has been filed with the Securities and Exchange Commission (the "Commission"); such registration statement and any post-effective amendment thereto, each in the form heretofore delivered or to be delivered to the Representatives and, excluding exhibits to such registration

statements, but including all documents incorporated by reference in the prospectus contained in the latest registration statement, to the Representatives for each of the other Underwriters, have been declared effective by the Commission in such form; no other document with respect to such registration statements or document incorporated by reference therein has heretofore been filed or transmitted for filing with the Commission (other than prospectuses filed pursuant to Rule 424(b) of the rules and regulations of the Commission under the Securities Act of 1933, as amended (the "1933 Act"), each in the form heretofore delivered to the Representatives and no stop order suspending the effectiveness of any such registration statements has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in the latest registration statement or filed with the Commission pursuant to Rule 424(a) under the 1933 Act, is hereinafter called a "Preliminary Prospectus"); the various parts of the latest registration statement, including all exhibits thereto and the documents incorporated by reference in the prospectus contained in such registration statement at the time such part of such registration statement became effective, but excluding the Forms T-1 filed as an exhibit to the latest registration statement, each as amended at the time such part of such registration statement became effective, are hereinafter collectively called the "Registration Statement"; the prospectus relating to the Securities, in the form in which it has most recently been filed, or transmitted for filing, with the Commission on or prior to the date of this Agreement, being hereinafter called the "Prospectus"; any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to the applicable form under the 1933 Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "1934 Act"), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall be deemed to refer to and include any annual report of the Corporation filed pursuant to Sections 13(a) or 15(d) of the 1934 Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement; and any reference to the Prospectus as amended or supplemented shall be deemed to refer to the Prospectus as amended or supplemented in relation to the applicable Designated Securities in the form in which it is filed with the Commission pursuant to Rule 424(b) under the 1933 Act in accordance with Section 4(a) hereof, including any documents incorporated by reference therein as of the date of such filing);

(b) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the 1933 Act or the 1934 Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the 1933 Act or the 1934 Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Corporation by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities;

(c) The Registration Statement and the Prospectus conform, and any further amendments or supplements to the Registration

Statement or the Prospectus will conform, in all material respects to the requirements of the 1933 Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder, and the Registration Statement and any further amendment thereto and the Prospectus do not and will not, as of the effective date of the Registration Statement and any further amendment thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Prospectus and any further amendment or supplement thereto, as of its date, does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Corporation by an Underwriter of Designated Securities through the Representatives expressly for use in the Prospectus as amended or supplemented relating to such Securities;

(d) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Corporation and its subsidiaries considered as one enterprise or, to the best of the Corporation's knowledge, of Conrail Inc. ("Conrail"), otherwise than as set forth or contemplated in the Prospectus;

(e) The Corporation has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Virginia, with corporate power and authority to own its properties and conduct its business as described in the Prospectus; and the Corporation has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which the conduct of its business or the ownership of its property requires such qualification;

(f) The Corporation has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Corporation have been duly and validly authorized and issued and are fully paid and non-assessable, and all of the issued shares of capital stock of Norfolk Southern Railway Company ("NSR") and Conrail owned by the Corporation have been duly and validly authorized and issued and are fully paid and non-assessable, and (except for directors' qualifying shares) are owned directly or indirectly by the Corporation, free and clear of all liens, encumbrances, equities or claims other than agreements relating to joint venture companies;

(g) The Securities have been duly authorized, and, when Designated Securities are issued and delivered against payment therefor pursuant to this Agreement and the Pricing Agreement, such Designated Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles, and entitled to the benefits provided by the Indenture under which such Designated Securities are issued, which will be substantially in the form filed as an exhibit to the Registration Statement (the "Indenture"); the Indenture has been duly authorized and qualified under the Trust Indenture Act and, at the Time of Delivery for such Designated Securities (as defined in Section 3 hereof), the Indenture will constitute a valid and binding instrument of the Corporation, enforceable against the Corporation in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture conforms, and the Designated Securities will conform, to the descriptions thereof

contained in the Prospectus as amended or supplemented with respect to such Designated Securities;

(h) The issue and sale of the Securities and the compliance by the Corporation with all of the provisions of the Securities, the Indenture, this Agreement and any Pricing Agreement, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Corporation or NSR pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Corporation or NSR is a party or by which the Corporation or NSR is bound or to which any of the property or assets of the Corporation or NSR is subject, other than those conflicts, breaches or defaults that would not, individually or in the aggregate, have a material adverse effect on the condition, financial or otherwise, earnings, business affairs or business prospects of the Corporation and its subsidiaries considered as one enterprise or, to the best of the Corporation's knowledge, of Conrail, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), nor will such action result in any violation of the provisions of the Restated Articles of Incorporation or Bylaws of the Corporation or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Corporation or NSR or any of their properties other than those violations that would not have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Corporation of the transactions contemplated by this Agreement or any Pricing Agreement, or the Indenture, except such as have been, or will have been prior to the Time of Delivery, obtained under the 1933 Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws or under the laws of foreign jurisdictions in connection with the purchase and distribution of the Securities by the Underwriters;

(i) KPMG LLP, who have certified certain financial statements of the Corporation and its subsidiaries, are independent public accountants as required by the 1933 Act and the rules and regulations of the Commission thereunder; and

(j) There are no legal or governmental proceedings pending to which the Corporation or any of its subsidiaries is a party or of which any property of the Corporation or any of its subsidiaries is the subject required to be described in the Registration Statement or the Prospectus which is not described as required; the legal or governmental proceedings not so described are proceedings incident to the kind of business conducted by the Corporation and its subsidiaries considered as one enterprise which will not individually or in the aggregate have a Material Adverse Effect; and, to the best of the Corporation's knowledge, there are no legal or governmental proceedings pending to which Conrail is a party or of which any property of Conrail is the subject required to be described in the Registration Statement or the Prospectus which is not described as required; the legal or governmental proceedings not so described are proceedings incident to the kind of business conducted by Conrail which will not individually or in the aggregate have a Material Adverse Effect and, to the best of the Corporation's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others; and there is no material contract or other material document of a character required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement which is not described or filed as required.

3. Sale and Delivery to Underwriters; Closing. Underwriters' Securities to be purchased by each Underwriter pursuant to the Pricing Agreement relating thereto, in the form specified in such Pricing Agreement, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Corporation, shall be delivered by or on behalf of the Corporation to the Representatives for the account of such Underwriter, against payment by such

Underwriter or on its behalf of the purchase price therefor by wire transfer or certified or official bank check or checks, payable to the order of the Corporation in same-day funds, all in the manner and at the place and time and date specified in such Pricing Agreement or at such other place and time and date as the Representatives and the Corporation may agree upon in writing, such time and date being herein called the "Time of Delivery" for such Securities.

4. Agreements of the Corporation. The Corporation agrees with each of the Underwriters of any Designated Securities:

(a) To prepare the Prospectus as amended or supplemented in relation to the applicable Designated Securities in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the 1933 Act not later than the Commission's close of business on the second business day following the execution and delivery of the Pricing Agreement relating to the applicable Designated Securities or, if applicable, such earlier time as may be required by Rule 424(b); to make no further amendment or any supplement to the Registration Statement or Prospectus as amended or supplemented after the date of the Pricing Agreement relating to such Securities and prior to the Time of Delivery for such Securities which shall be reasonably disapproved by the Representatives for such Securities promptly after reasonable notice thereof; as long as a prospectus is required to be delivered in connection with transactions in Designated Securities, to advise the Representatives promptly of any such amendment or supplement after such Time of Delivery and furnish the Representatives with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Corporation with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act for so long as the delivery of a prospectus is required in connection with the offering or sale of such Securities, and during such same period to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed with the Commission, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any prospectus relating to the Securities, of the suspension of the qualification of such Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any such stop order or of any such order preventing or suspending the use of any prospectus relating to the Designated Securities or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly to take such action as the Representatives may reasonably request from time to time to qualify such Securities for offering and sale under the securities laws of such jurisdictions as the Representatives may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of such Securities; provided, that in no event shall the Corporation be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to service of process, other than service of process arising out of the offer or sale of such Designated Securities, in any jurisdiction where it is not now so subject;

(c) Prior to 3:00 p.m., New York, New York time, on the New York Business Day next succeeding the date of any Pricing Agreement and from time to time for as long as delivery of a prospectus is required in connection with transactions in Designated Securities to furnish the Underwriters with copies of the Prospectus, as amended or supplemented, in New York, New York in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus is required at any time in connection with the offering or sale of such Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the

statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the 1934 Act any document incorporated by reference in the Prospectus in order to comply with the 1933 Act, the 1934 Act or the Trust Indenture Act, to notify the Representatives and upon their request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance;

(d) To make generally available to its security holders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the 1933 Act), an earnings statement of the Corporation and its subsidiaries (which need not be audited) complying with Section 11(a) of the 1933 Act and the rules and regulations of the Commission thereunder (including, at the option of the Corporation, Rule 158);

(e) During the period beginning from the date of the Pricing Agreement for such Designated Securities and continuing to and including the later of (i) the time set forth in the Pricing Agreement and (ii) the Time of Delivery for such Designated Securities, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Corporation which mature more than one year after such Time of Delivery and which are substantially similar to such Designated Securities, without the prior written consent of the Representatives; and

(f) So long as any of such Designated Securities are outstanding, the Corporation will furnish to the Representatives upon their request (i) as soon as available, a copy of each report of the Corporation mailed to shareholders or filed with the Commission and (ii) from time to time such other information concerning the Corporation as the Representatives may reasonably request.

5. Payment of Expenses. The Corporation covenants and agrees with the several Underwriters that the Corporation will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Corporation's counsel and accountants in connection with the registration of the Securities under the 1933 Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, any Pricing Agreement, any Indenture, any Blue Sky and legal investment memoranda, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 4(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and Legal Investment Surveys; (iv) any fees charged by securities rating services for rating the Securities; (v) any filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (vi) the cost of preparing the Securities; (vii) the fees and expenses of any Trustee and any agent of any Trustee and the fees and disbursements of counsel for any Trustee in connection with any Indenture and the Securities; (viii) the fees and expenses in connection with any listing of the Designated Securities and registration of the Designated Securities under the 1934 Act; and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 7 and 10 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes upon resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

6. Conditions of Underwriters' Obligations. The obligations of the Underwriters of any Designated Securities under the Pricing Agreement relating

to such Designated Securities shall be subject, in the discretion of the Representatives, to the condition that all representations and warranties and other statements of the Corporation in or incorporated by reference in the Pricing Agreement relating to such Designated Securities are, at and as of the date of such Pricing Agreement and as of the Time of Delivery for such Designated Securities, true and correct, the condition that the Corporation shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus as amended or supplemented in relation to the applicable Designated Securities shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the 1933 Act and in accordance with Section 4(a) hereof; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction;

(b) Counsel for the Underwriters shall have furnished to the Representatives such opinion or opinions, dated such Time of Delivery, with respect to the incorporation of the Corporation, the validity of the Designated Securities being delivered at such Time of Delivery, the Registration Statement, the Prospectus and such related matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Counsel for the Corporation satisfactory to the Representatives (it being understood that James A. Squires, Esq., Senior General Counsel of the Corporation (or another senior corporate counsel designated by the Corporation) shall be deemed to be reasonably satisfactory to the Representatives) shall have furnished to the Representatives his written opinion, dated the Time of Delivery for such Designated Securities, in form and substance satisfactory to the Representatives, to the effect that:

i) The Corporation has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Commonwealth of Virginia, with corporate power and authority to own its properties and conduct its business as described in the Prospectus as amended or supplemented and the Corporation has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which the conduct of its business or the ownership of its property requires such qualification;

ii) To the best of such counsel's knowledge there are no legal or governmental proceedings pending to which the Corporation, any of its subsidiaries or Conrail is a party or of which any property of the Corporation, any of its subsidiaries or Conrail is the subject required to be described in the Registration Statement or the Prospectus which is not described as required; to the best of such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

iii) This Agreement and the Pricing Agreement with respect to the Designated Securities have been duly authorized, executed and delivered by the Corporation;

iv) The issuance and sale of the Designated Securities have been duly authorized by the Corporation; the Underwriters' Securities have been duly executed, issued and delivered by the Corporation and when authenticated in accordance with the terms of the Indenture and paid for by the Underwriters in accordance with the terms of this Agreement and the Pricing Agreement, will be valid and binding obligations of the Corporation enforceable in accordance with their terms and entitled to the benefits of the Indenture, except (a) to the extent that enforcement

thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) that such counsel expresses no opinion as to Section 512 of the Indenture;

v) The Indenture applicable to the Designated Securities has been duly authorized, executed and delivered by the Corporation and is a valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms, except (a) to the extent that enforcement thereof may be limited by (i) bankruptcy, in solvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) that such counsel expresses no opinion as to Section 512 of the Indenture; and the Indenture has been qualified under the Trust Indenture Act;

vi) The issuance and sale of the Designated Securities and the compliance by the Corporation with all of the provisions of the Designated Securities, the Indenture, this Agreement and the Pricing Agreement with respect to the Designated Securities and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Corporation or NSR pursuant to the terms of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Corporation is a party or by which the Corporation or NSR is bound or to which any of the property or assets of the Corporation or NSR is subject, other than those conflicts, breaches or defaults that would not have a Material Adverse Effect, nor will such actions result in any violation of the provisions of the Restated Articles of Incorporation or Bylaws of the Corporation or any statute or any order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over the Corporation or NSR or any of their properties, other than those violations that would not have a Material Adverse Effect, except that counsel expresses no opinion with respect to the State securities or Blue Sky laws or the laws of any foreign jurisdiction or with respect to the rights to indemnity and contribution under the Underwriting Agreement;

vii) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Designated Securities or the consummation by the Corporation of the transactions contemplated by this Agreement or such Pricing Agreement or the Indenture, except such as have been obtained under the 1933 Act and the Trust Indenture Act and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under State securities or Blue Sky laws or under the laws of foreign jurisdictions in connection with the purchase and distribution of the Designated Securities by the Underwriters;

viii) The statements set forth in the Prospectus under the caption "Description of Securities" and under the caption "Description of Designated Securities" (or comparable caption) in the Prospectus as amended or supplemented in respect of the Designated Securities, insofar as they purport to summarize certain provisions of the laws and documents referred to therein, fairly summarize such provisions in all material respects;

ix) The documents incorporated by reference in the Prospectus as amended or supplemented, when they were filed with the Commission appeared on their face to be appropriately responsive in all material respects to the requirements of the 1934 Act and the rules and regulations thereunder, except that such counsel expresses no opinion as to the financial statements, related schedules and other financial data, and such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the documents incorporated by reference in the Prospectus as amended or supplemented; and

x) The Registration Statement, as of its effective date, and the Prospectus as amended or supplemented, as of its date, and any further amendments and supplements thereto made by the Corporation prior to the Time of Delivery for the Designated Securities, appeared on their face to be appropriately responsive in all material respects to the requirements of the 1933 Act and the Trust Indenture Act and the rules and regulations thereunder, except that in each case, such counsel expresses no opinion as to the financial statements, schedules and other financial data, and such counsel does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement and the Prospectus, except for those referred to in the opinion in paragraph (viii) of this Section 6(c).

In addition, such counsel shall state that, although he is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, no facts have come to such counsel's attention that have led him to believe that the Registration Statement, at the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date and the Time of Delivery, the Prospectus as amended or supplemented, or any further amendment or supplement thereto made by the Corporation prior to the Time of Delivery, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that such counsel expresses no opinion or belief with respect to the financial statements, schedules, other financial data and the Forms T-1 filed as an exhibit to the latest registration statement;

In rendering the opinion required under this Section 6(c), counsel to the Corporation need not express any opinion concerning the laws of any jurisdiction other than those of the Commonwealth of Virginia and the United States of America, provided that such counsel states that he is aware of no difference between the laws of the Commonwealth of Virginia and the laws of the State of New York which would cause him to believe that his opinion would be inapplicable if it were furnished in connection with the laws of the State of New York. In addition, in rendering the opinion required under this Section 6(c), such counsel may rely as to matters of fact, to the extent such counsel deems it proper, on certificates of responsible officials of the Corporation and public officials.

(d) On the date of the Pricing Agreement for such Designated Securities and at the Time of Delivery for such Designated Securities, the independent accountants of the Corporation who have certified the financial statements of the Corporation and its subsidiaries included or incorporated by reference in the Registration Statement shall have furnished to the Representatives a letter, dated the date of the Pricing Agreement, and a letter dated such Time of Delivery, respectively, each to the effect set forth in Annex II hereto, and with respect to such letter dated such Time of Delivery, as to such other matters as the Representatives may reasonably request and in form and substance satisfactory to the Representatives;

(e) Since the respective dates as of which information is

given in the Prospectus as amended or supplemented prior to the date of the Pricing Agreement relating to the Designated Securities, there shall not have been any material adverse change, or any development involving a prospective material adverse change, in or affecting the financial position, shareholders' equity or results of operations of the Corporation and its subsidiaries considered as one enterprise or, to the best of the Corporation's knowledge, Conrail otherwise than as set forth or contemplated in the Prospectus as amended or supplemented prior to the date of the Pricing Agreement relating to the Designated Securities, the effect of which is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Underwriters' Securities on the terms and in the manner contemplated in the Prospectus as first amended or supplemented relating to the Designated Securities;

(f) On or after the date of the Pricing Agreement relating to the Designated Securities (i) no downgrading shall have occurred in the rating accorded the Corporation's debt securities or preferred stock, if any, by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the 1933 Act, and (ii) no such organization shall have publicly announced on or after such date that it has under surveillance or review, with possible negative implications, its rating of any of the Corporation's debt securities or preferred stock, if any;

(g) The Corporation shall have complied with the provisions of Section 4(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of the Pricing Agreement;

(h) The Corporation shall have furnished or caused to be furnished to the Representatives at the Time of Delivery for the Designated Securities a certificate or certificates of officers of the Corporation satisfactory to the Representatives as to the accuracy of the representations and warranties of the Corporation herein at and as of such Time of Delivery, as to the performance by the Corporation of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (f) of this Section and as to such other matters as the Representatives may reasonably request.

7. Indemnification. (a) Indemnification of Underwriters. The Corporation agrees to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto) or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that any such settlement is effected with the written consent of the Corporation; and

iii) against any and all expenses whatsoever, as

incurred (including the fees and disbursements of counsel chosen by Merrill Lynch, Pierce, Fenner and Smith Incorporated (the "Lead Underwriter"), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Corporation by any Underwriter through the Lead Underwriter expressly for use in the Registration Statement (or any amendment thereto) or any Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto).

(b) Indemnification of Corporation, Directors and Officers. Each Underwriter severally agrees to indemnify and hold harmless the Corporation, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Corporation within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 7(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto) or any Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Corporation by such Underwriter through the Lead Underwriter expressly for use in the Registration Statement (or any amendment thereto) or such Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto).

(c) Actions against Parties; Notification. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 7(a) hereof, counsel to the indemnified parties shall be selected by the Lead Underwriter, and, in the case of parties indemnified pursuant to Section 7(b) hereof, counsel to the indemnified parties shall be selected by the Corporation. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 7 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Contribution. If the indemnification provided for in this Section 7 is for any reason unavailable to or insufficient to

hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Corporation on the one hand and the Underwriters on the other hand from the offering of the Designated Securities pursuant to this Agreement and the applicable Pricing Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Corporation on the one hand and of the Underwriters on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation on the one hand and the Underwriters on the other hand in connection with the offering of the Designated Securities pursuant to this Agreement and the applicable Pricing Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Designated Securities pursuant to this Agreement and the applicable Pricing Agreement (before deducting expenses) received by the Corporation and the total underwriting discount received by the Underwriters, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Designated Securities as set forth on such cover.

The relative fault of the Corporation on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Corporation or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Corporation and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 7(d). The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7(d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Designated Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7(d), each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter, and each director of the Corporation, each officer of the Corporation who signed the Registration Statement, and each person, if any, who controls the Corporation within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Corporation. The Underwriters' respective obligations to

contribute pursuant to this Section 7(d) are several in proportion to the principal amount of Designated Securities set forth opposite their respective names in Schedule I to the applicable Pricing Agreement and not joint.

8. Termination of Agreement. (a) Termination; General. The Representatives may terminate a Pricing Agreement, by notice to the Corporation, at any time at or prior to the Time of Delivery (i) if there has been, on or after the date of such Pricing Agreement or since the respective dates as of which information is given in the Prospectus (exclusive of any supplement thereto), any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Corporation and its subsidiaries considered as one enterprise or Conrail, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representatives, impracticable or inadvisable to market the Designated Securities or to enforce contracts for the sale of the Designated Securities, or (iii) if trading in any securities of the Corporation has been suspended or materially limited by the Commission or the New York Stock Exchange, or if trading generally on the American Stock Exchange or the New York Stock Exchange or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the National Association of Securities Dealers, Inc. or any other governmental authority, or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, or (iv) if a banking moratorium has been declared by either Federal or New York authorities.

(b) Liabilities. If any Pricing Agreement shall be terminated pursuant to this Section 8 (other than as pursuant to clause (a)(i) thereof), the Corporation shall not then be under any liability to any Underwriter with respect to the Designated Securities covered by such Pricing Agreement except as provided in Sections 5 and 7 hereof; but, if for any other reason Underwriters' Securities are not delivered by or on behalf of the Corporation as provided herein, the Corporation will reimburse the Underwriters through the Representatives for all out-of-pocket expenses approved in writing by the Representatives, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of such Designated Securities.

9. Default by One or More Underwriters. (a) If any Underwriter shall default in its obligation to purchase the Underwriters' Securities which it has agreed to purchase under the Pricing Agreement relating to such Underwriters' Securities, the Representatives may in their discretion arrange for themselves or another party or other parties to purchase such Underwriters' Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter the Representatives do not arrange for the purchase of such Underwriters' Securities, then the Corporation shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Underwriters' Securities on such terms. In the event that, within the respective prescribed period, the Representatives notify the Corporation that they have so arranged for the purchase of such Underwriters' Securities, or the Corporation notifies the Representatives that it has so arranged for the purchase of such Underwriters' Securities, the Representatives or the Corporation shall have the right to postpone the Time of Delivery for such Underwriters' Securities for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus as amended or supplemented, or in any other documents or arrangements, and the Corporation agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the opinion of the Representatives may thereby be made necessary. The term

"Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to the Pricing Agreement with respect to such Designated Securities.

(b) If, after giving effect to any arrangements for the purchase of the Underwriters' Securities of a defaulting Underwriter or Underwriters by the Representatives and the Corporation as provided in subsection (a) above, the aggregate principal amount of such Underwriters' Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Designated Securities, then the Corporation shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Underwriters' Securities which such Underwriter agreed to purchase under the Pricing Agreement relating to such Designated Securities and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Designated Securities which such Underwriter agreed to purchase under such Pricing Agreement) of the Underwriters' Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Underwriters' Securities of a defaulting Underwriter or Underwriters by the Representatives and the Corporation as provided in subsection (a) above, the aggregate principal amount of Underwriters' Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of the Designated Securities, as referred to in subsection (b) above, or if the Corporation shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Underwriters' Securities of a defaulting Underwriter or Underwriters, then the Pricing Agreement relating to such Designated Securities shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Corporation, except for the expenses to be borne by the Corporation and the Underwriters as provided in Section 5 hereof and the indemnity and contribution agreements in Section 7 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. Survival of Representations and Warranties. The respective indemnities, agreements, representations, warranties and other statements of the Corporation and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Corporation, or any officer or director or controlling person of the Corporation, and shall survive delivery of and payment for the Securities.

11. Parties Entitled to Rely; Notices. In all dealings hereunder, the Representatives of the Underwriters of Designated Securities shall act on behalf of each of such Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by such Representatives jointly or by such of the Representatives, if any, as may be designated for such purpose in the Pricing Agreement.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the address of the Representatives as set forth in the Pricing Agreement; and if to the Corporation shall be delivered or sent by mail, telex or facsimile transmission to the address of the Corporation set forth in the Registration Statement: Attention: Vice President and Treasurer; provided, however, that any notice to an Underwriter pursuant to Section 7(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' questionnaire, or telex constituting such questionnaire, which address will be supplied to the Corporation by the Representatives upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

12. Parties. This Agreement and each Pricing Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the

Corporation and, to the extent provided in Sections 7 and 9 hereof, the officers and directors of the Corporation and each person who controls the Corporation or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or any such Pricing Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

13. Time of the Essence. Time shall be of the essence of each Pricing Agreement. As used herein, "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

14. Governing Law. This Agreement and each Pricing Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15. Counterparts. This Agreement and each Pricing Agreement may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

Very truly yours,

NORFOLK SOUTHERN CORPORATION

By: /s/ William J. Romig

Name: William J. Romig

Title: Vice President & Treasurer

ANNEX I

Pricing Agreement

MERRILL LYNCH & CO.

As Representative of the Underwriters

Merrill Lynch, Pierce, Fenner & Smith

Incorporated

4 World Financial Center

New York, NY 10080

April 25, 2002

Ladies and Gentlemen:

Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated April 25, 2002 (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters"), for whom you are acting as representative, the Securities as specified in Schedule I hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement and also a representation and warranty as of the date of delivery of the Designated Securities to the Underwriters. Each reference to the Representatives in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Corporation agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Corporation, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

This Pricing Agreement may be executed in counterparts, and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted.

If the foregoing is in accordance with your understanding, please sign and return to us one for the Corporation and each of the Underwriters plus one for each counsel counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement among each of the Underwriters and the Corporation.

Very truly yours,

NORFOLK SOUTHERN CORPORATION

By: _____

Name:
Title:

Accepted as of the date hereof:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____

Name:
Title:

For itself and as Representative of the several Underwriters named in Schedule I hereto.

SCHEDULE I

Underwriter	Principal Amount of 6% Notes due 2008 to be Purchased
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	\$166,666,000
BNY Capital Markets, Inc.	16,667,000
SunTrust Capital Markets, Inc.	16,667,000

Total.....	\$200,000,000

SCHEDULE II

Closing: April 30, 2002 at 9:00 a.m. at Skadden, Arps, Slate,
Meagher & Flom LLP, 4 Times Square, New York, New
York

Price of Securities: 99.826% with respect to the Corporation's 6% Senior
Notes due 2008

ANNEX II

(i) They are independent certified public accountants with respect to the Corporation and its subsidiaries within the meaning of the 1933 Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the financial statements and any supplementary financial information and schedules audited (and, if applicable, financial forecasts and/or pro forma financial information examined) by them and included or incorporated by reference in the Registration Statement or the Prospectus comply as to form in all material respects with the applicable accounting requirements of the 1933 Act or the 1934 Act, as applicable, and the related published rules and regulations thereunder; and, if applicable, they have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the consolidated interim financial statements of the Corporation for the periods specified in such letter;

(iii) They have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus and/or included in the Corporation's quarterly report or reports filed on Form 10-Q incorporated by reference into the Prospectus; and on the basis of specified procedures including inquiries of officials of the Corporation who have responsibility for financial and accounting matters regarding whether the unaudited condensed consolidated financial statements referred to in paragraph (vi) (A) (i) below comply as to form in all material respects with the applicable accounting requirements of the 1933 Act and the 1934 Act and the related published rules and regulations, nothing came to their attention that caused them to believe that the unaudited condensed consolidated financial statements do not comply as to form in all material respects with the applicable accounting requirements of the 1933 Act and the 1934 Act and the related published rules and regulations;

(iv) The unaudited selected financial information with respect to the consolidated results of operations and financial position of the Corporation for the five most recent fiscal years included in the Prospectus and included or incorporated by reference in Item 6 of the Corporation's Annual Report on Form 10-K for the most recent fiscal year agrees with the corresponding amounts (after restatement where applicable) in the audited consolidated financial statements for five such fiscal years which were included or incorporated by reference in the Corporation's Annual Reports on Form 10-K for such fiscal years;

(v) They have compared the information in the Prospectus under selected captions with the disclosure requirements of Regulation S-K and on the basis of limited procedures specified in such letter nothing came to their attention as a result of the foregoing procedures that caused them to believe that this information does not conform in all material respects with the disclosure requirements of Items 301, 302 and 503(d), respectively, of Regulation S-K;

(vi) On the basis of limited procedures, not constituting an examination in accordance with generally accepted auditing standards, consisting of a reading of the unaudited financial statements and other

information referred to below, a reading of the latest available interim financial statements of the Corporation and its subsidiaries, inspection of the minute books of the Corporation and its subsidiaries since the date of the latest audited financial statements included or incorporated by reference in the Prospectus, inquiries of officials of the Corporation and its subsidiaries responsible for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) (i) the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus and/or included or incorporated by reference in the Corporation's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the 1934 Act and the related published rules and regulations, or (ii) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus or included in the Corporation's Quarterly Reports on Form 10-Q incorporated by reference in the Prospectus for them to be in conformity with generally accepted accounting principles;

(B) any other unaudited income statement data and balance sheet items included in the Prospectus do not agree with the corresponding items in the unaudited consolidated financial statements from which such data and items were derived, and any such unaudited data and items were not determined on a basis substantially consistent with the basis for the corresponding amounts in the audited consolidated financial statements included or incorporated by reference in the Corporation's Annual Report on Form 10-K for the most recent fiscal year;

(C) the unaudited financial statements which were not included in the Prospectus but from which were derived the unaudited condensed financial statements referred to in clause (A) and any unaudited income statement data and balance sheet items included in the Prospectus and referred to in Clause (B) were not determined on a basis substantially consistent with the basis for the audited financial statements included or incorporated by reference in the Corporation's Annual Report on Form 10-K for the most recent fiscal year;

(D) any unaudited pro forma consolidated condensed financial statements included or incorporated by reference in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the 1933 Act and the published rules and regulations thereunder or the pro forma adjustments, if any, have not been properly applied to the historical amounts in the compilation of those statements;

(E) as of a specified date not more than five days prior to the date of such letter, there have been any changes in the consolidated capital stock (other than issuances of capital stock upon exercise of options and stock appreciation rights, upon earn-outs of performance shares and upon conversions of convertible securities, in each case which were outstanding on the date of the latest balance sheet included or incorporated by reference in the Prospectus) or any increase in the consolidated long-term debt of the Corporation and its subsidiaries, or any decreases in consolidated net current assets or stockholders' equity or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included or incorporated by reference in the Prospectus, except in each case for changes, increases or decreases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(F) for the period from the date of the latest financial statements included or incorporated by reference in the Prospectus to the specified date referred to in Clause (E) there were any decreases in consolidated net sales, gross profit, earnings from operations, earnings from continuing operations or the total or per share amounts of consolidated net income or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with the comparable period of the preceding year and with any other period of corresponding length specified by the Representatives, except in each case for increases or decreases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(vii) In addition to the audit referred to in their report(s) included or incorporated by reference in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraphs (iii) and (vi) above, they have carried out certain specified procedures, not constituting an audit in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives which are derived from the general accounting records of the Corporation and its subsidiaries, which appear in the Prospectus (excluding documents incorporated by reference), or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives or in documents incorporated by reference in the Prospectus specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Corporation and its subsidiaries and have found them to be in agreement.

All references in this Annex II to the Prospectus shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Underwriting Agreement as of the date of the letter delivered on the date of the Pricing Agreement for purposes of such letter and to the Prospectus as amended or supplemented (including the documents incorporated by reference therein) in relation to the applicable Designated Securities for purposes of the letter delivered at the Time of Delivery for such Designated Securities.

Pricing Agreement

MERRILL LYNCH & CO.

As Representative of the Underwriters
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
4 World Financial Center
New York, NY 10080

April 25, 2002

Ladies and Gentlemen:

Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated April 25, 2002 (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters"), for whom you are acting as representative, the Securities as specified in Schedule I hereto (the "Designated Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty which refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities which are the subject of this Pricing Agreement and also a representation and warranty as of the date of delivery of the Designated Securities to the Underwriters. Each reference to the Representatives in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Corporation agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Corporation, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

This Pricing Agreement may be executed in counterparts, and may be evidenced by an exchange of telegraphic communications or any other rapid transmission device designed to produce a written record of communications transmitted.

If the foregoing is in accordance with your understanding, please sign and return to us one for the Corporation and each of the Underwriters plus one for each counsel counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement among each of the Underwriters and the Corporation.

Very truly yours,

NORFOLK SOUTHERN CORPORATION

By: /s/ William J. Romig

Name: William J. Romig

Title: Vice President & Treasurer

Accepted as of the date hereof:

MERRILL LYNCH & CO.

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ William Susman

Name: William Susman
Title: Managing Director

For itself and as Representative of the several Underwriters named in Schedule
I hereto.

SCHEDULE I

Underwriter	Principal Amount of 6% Notes due 2008 to be Purchased
Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	\$166,666,000
BNY Capital Markets, Inc.	16,667,000
SunTrust Capital Markets, Inc.	16,667,000

Total.....	\$200,000,000

SCHEDULE II

Closing: April 30, 2002 at 9:00 a.m. at Skadden, Arps, Slate,
Meagher & Flom LLP, 4 Times Square, New York, New
York

Price of Securities: 99.826% with respect to the Corporation's 6% Senior
Notes due 2008

SIXTH SUPPLEMENTAL INDENTURE

between

NORFOLK SOUTHERN CORPORATION

and

U. S. BANK TRUST NATIONAL ASSOCIATION

Dated April 30, 2002

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SIXTH SUPPLEMENTAL INDENTURE, dated April 30, 2002 (the "Sixth Supplemental Indenture"), between Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor trustee (the "Trustee"), under the Indenture, dated as of January 15, 1991, between the Corporation and the Trustee (the "Base Indenture"), as supplemented by the First Supplemental Indenture, dated as of May 19, 1997, between the Corporation and the Trustee, the

Second Supplemental Indenture, dated as of April 26, 1999, between the Corporation and the Trustee, the Third Supplemental Indenture, dated as of May 23, 2000, between the Corporation and the Trustee, the Fourth Supplemental Indenture, dated as of February 6, 2001, between the Corporation and the Trustee, and the Fifth Supplemental Indenture, dated as of July 5, 2001 between the Corporation and the Trustee.

WHEREAS, the Corporation executed and delivered the Base Indenture to the Trustee to provide for the future issuance of the Corporation's unsecured debt securities (the "Securities") to be issued from time to time in one or more series as might be determined by the Corporation under the Base Indenture, in an unlimited aggregate principal amount which may be authenticated and delivered as provided in the Base Indenture;

WHEREAS, pursuant to the terms of the Base Indenture, the Corporation desires to provide for the establishment of a new series of Securities designated its 6% Senior Notes due 2008 (the "Notes"), the form and substance of the Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Sixth Supplemental Indenture; and

WHEREAS, (a) the Corporation has requested that the Trustee execute and deliver this Sixth Supplemental Indenture pursuant to Sections 301 and 801 of the Base Indenture, (b) all requirements necessary to make this Sixth Supplemental Indenture a valid instrument in accordance with its terms, and to make the Notes, when executed by the Corporation and authenticated and delivered by the Trustee, the valid obligations of the Corporation, have been performed, and (c) the execution and delivery of this Sixth Supplemental Indenture have been duly authorized in all respects:

NOW THEREFORE, in consideration of the purchase and acceptance of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the Notes and the terms, provisions and conditions thereof, the Corporation covenants and agrees with the Trustee as follows:

ARTICLE I

DEFINITIONS

Section 101 Definition of Terms.

Unless the context otherwise requires:

(a) a term defined in the Base Indenture has the same meaning when used in this Sixth Supplemental Indenture;

(b) a term defined anywhere in this Sixth Supplemental Indenture has the same meaning throughout this Sixth Supplemental Indenture;

(c) the singular includes the plural and vice versa;

(d) a reference to a Section or Article is to a Section or Article of this Sixth Supplemental Indenture;

(e) headings are for convenience of reference only and do not affect interpretation; and

(f) the following terms have the meanings given to them in this Section 101(f):

"Capital Lease Obligation" means any obligation arising out of any lease of property which is required to be classified and accounted for by the lessee as a capitalized lease on a balance sheet of such lessee under generally accepted accounting principles.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity most comparable to the remaining term of the Notes that would be

utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of maturity comparable to the remaining term of the Notes.

"Comparable Treasury Price" means (1) the average of five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Consolidated Net Tangible Assets" means, at any date, the total assets appearing on the most recent consolidated balance sheet of the Corporation and Restricted Subsidiaries as at the end of the fiscal quarter of the Corporation ending not more than 135 days prior to such date, prepared in accordance with generally accepted accounting principles, less (i) all current liabilities (due within one year) as shown on such balance sheet, (ii) applicable reserves, (iii) investments in and advances to Securitization Subsidiaries and Subsidiaries of Securitization Subsidiaries that are consolidated on the consolidated balance sheet of the Corporation and its Subsidiaries, and (iv) Intangible Assets and liabilities relating thereto.

"Depository," with respect to the Notes, means The Depository Trust Company or any successor thereto.

"Funded Debt" means (i) any indebtedness of a Restricted Subsidiary maturing more than 12 months after the time of computation thereof, (ii) guarantees by a Restricted Subsidiary of Funded Debt or of dividends of others (except guarantees in connection with the sale or discount of accounts receivable, trade acceptances and other paper arising in the ordinary course of business), (iii) all preferred stock of such Restricted Subsidiaries, and (iv) all Capital Lease Obligations of a Restricted Subsidiary.

"Global Note" shall have the meaning set forth in Section 203.

"Indebtedness" means, at any date, without duplication, (i) all obligations for borrowed money of a Restricted Subsidiary or any other indebtedness of a Restricted Subsidiary, evidenced by bonds, debentures, notes or other similar instruments, and (ii) Funded Debt, except such obligations and other indebtedness of a Restricted Subsidiary and Funded Debt, if any, incurred as a part of a Securitization Transaction.

"Independent Investment Banker" means Merrill Lynch, Pierce, Fenner & Smith Incorporated or, if such firm is unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing in the United States appointed by the Trustee after consultation with the Corporation.

"Intangible Assets" means at any date, the value (net of any applicable reserves) as shown on or reflected in the most recent consolidated balance sheet of the Corporation and the Restricted Subsidiaries as at the end of the fiscal quarter of the Corporation ending not more than 135 days prior to such date, prepared in accordance with generally accepted accounting principles, of: (i) all trade names, trademarks, licenses, patents, copyrights, service marks, goodwill and other like intangibles; (ii) organizational and development costs; (iii) deferred charges (other than prepaid items, such as insurance, taxes, interest, commissions, rents, deferred interest waiver, compensation and similar items and tangible assets being amortized); and (iv) unamortized debt discount and expense, less unamortized premium.

"Liens" means pledges, mortgages, security interests and other liens, including purchase money liens, on property of the Corporation or any Restricted Subsidiary which secure Funded Debt.

"Obligation" shall mean any indebtedness for money borrowed or indebtedness evidenced by a bond, note, debenture or other evidence of indebtedness.

"Principal Subsidiary" shall mean Norfolk Southern Railway Company.

"Purchase Money Lien" shall mean any mortgage, pledge, lien, encumbrance, charge or security interest of any kind upon any indebtedness of any Principal Subsidiary acquired after the date any Notes are first issued if such Purchase Money Lien is for the purpose of financing, and does not exceed, the cost to the Corporation or any Subsidiary of acquiring the indebtedness of such Principal Subsidiary and such financing is effected concurrently with, or within 180 days after, the date of such acquisition.

"Receivables" mean any right of payment from or on behalf of any obligor, whether constituting an account, chattel paper, instrument, general intangible or otherwise, arising, either directly or indirectly, from the financing by the Corporation or any Subsidiary of the Corporation of property or services, monies due thereunder, security interests in the property and services financed thereby and any and all other related rights.

"Reference Treasury Dealer" means Merrill Lynch Government Securities Inc. and its successors; provided, however, that if the foregoing ceases to be a primary U.S. Government securities dealer in New York, New York (a "Primary Treasury Dealer") or otherwise fails to provide a Reference Treasury Dealer Quotation, the Corporation will substitute therefor another Primary Treasury Dealer.

"Reference Treasury Dealer Quotation" means a quotation for a Comparable Treasury Issue provided by a Reference Treasury Dealer.

"Restricted Subsidiary" means each Subsidiary of the Corporation other than Securitization Subsidiaries and Subsidiaries of Securitization Subsidiaries.

"Securitization Subsidiary" means a Subsidiary of the Corporation (i) which is formed for the purpose of effecting one or more Securitization Transactions and engaging in other activities reasonably related thereto and (ii) as to which no portion of the Indebtedness or any other obligations (a) is guaranteed by any Restricted Subsidiary, or (b) subjects any property or assets of any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to any lien, other than pursuant to representations, warranties and covenants (including those related to servicing) entered into in the ordinary course of business in connection with a Securitization Transaction and inter-company notes and other forms of capital or credit support relating to the transfer or sale of Receivables or asset-backed securities to such Securitization Subsidiary and customarily necessary or desirable in connection with such transactions.

"Securitization Transaction" means any transaction or series of transactions that have been or may be entered into by the Corporation or any of its Subsidiaries in connection with or reasonably related to a transaction or series of transactions in which the Corporation or any of its Subsidiaries may sell, convey or otherwise transfer to (i) a Securitization Subsidiary or (ii) any other Person, or may grant a security interest in, any Receivables or asset-backed securities or interest therein (whether such Receivables or securities are then existing or arising in the future) of the Corporation or any of its Subsidiaries, and any assets related thereto, including, without limitation, all security interests in the property or services financed thereby, the proceeds of such Receivables or asset-backed securities and any other assets which are sold in respect of which security interests are granted in connection with securitization transactions involving such assets.

"Subsidiary" shall mean an entity a majority of the outstanding voting stock of which is owned, directly or indirectly, by the Corporation or one or more subsidiaries, but does not include Conrail Inc.

"Treasury Yield" means, with respect to any redemption date, (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life yields for the two published maturities most

closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Yield will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield-to-maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price of such redemption date. The Treasury Yield will be calculated on the third Business Day preceding the redemption date.

"Underwriting Agreement" shall mean the Underwriting Agreement, dated April 25, 2002, of the Corporation, together with the Pricing Agreement, dated April 25, 2002, between the Corporation and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the underwriters named therein.

ARTICLE II

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 201 Designation and Principal Amount.

There shall be and is hereby authorized a new series of Securities designated the "6% Senior Notes due 2008." The aggregate principal amount of the new series of Securities authorized by this Supplemental Indenture shall be limited to \$200,000,000 (unless the issue of such series of Securities is "reopened" pursuant to Section 801(10) of the Base Indenture (as set forth herein) by issuing additional debt Securities of such series), in an amount or amounts and registered in the names of such Persons as shall be set forth in any written order of the Corporation for the authentication and delivery of Notes pursuant to Section 303 of the Base Indenture.

Section 202 Place of Payment: Security Register for Notes.

The Corporation selects New York, New York as the Place of Payment for the Notes and hereby appoints the Trustee as Security Registrar for the Notes.

Section 203 Global Note.

(a) The Notes shall be issued in the form of one or more global Notes in an aggregate principal amount equal to the aggregate principal amount of all outstanding Notes of the series (each, a "Global Note" and together, the "Global Notes"), to be registered in the name of the Depositary, or its nominee, and delivered by the Trustee to or upon the order of the Depositary for crediting to the accounts of its participants pursuant to the instructions of the Corporation. The Corporation upon any such presentation shall execute one or more Global Notes in such aggregate principal amount and deliver the same to the Trustee for authentication and delivery in accordance with the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and this Sixth Supplemental Indenture. Payments on Notes issued as one or more Global Notes will be made to the Depositary.

(b) A Global Note may be transferred, in whole but not in part, only to another nominee of the Depositary, or to a successor Depositary selected or approved by the Corporation or to a nominee of such successor Depositary.

Section 204 Interest.

(a) The Notes will bear interest at the Interest Rate (as defined below) from April 30, 2002, until the principal thereof becomes due and payable. Interest on the Notes, will be payable semi-annually in arrears on April 30 and October 30 of each year, commencing October 30, 2002, to the Person in whose name any such Note or any predecessor Note is registered, at the close of business on the regular record date for such

interest installment, which, in the case of a Global Note, shall be the close of business on the April 15 and October 15 next preceding such Interest Payment Date. Notwithstanding the foregoing sentence, if the Notes are no longer in book-entry only form, the regular record dates for the Notes, shall be the April 15 and October 15 prior to the applicable Interest Payment Date.

(b) The interest rate in respect of the Notes will be 6% per annum (the "Interest Rates").

(c) In the event that any date on which interest is payable on the Notes is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day, with the same force and effect as if made on such date, and no interest shall accrue on the amount so payable from the period from and after such Interest Payment Date or Maturity Date, as the case may be (each date on which interest is actually payable, an "Interest Payment Date").

ARTICLE III

COVENANTS

Section 301 Limitation on Liens on Stock or Indebtedness of Principal

Subsidiaries.

(a) For so long as any Notes issued pursuant to this Sixth Supplemental Indenture are Outstanding, the Corporation shall not, nor shall it permit any Subsidiary to, create, assume, incur or suffer to exist any mortgage, pledge, lien, encumbrance, charge or security interest of any kind, other than a Purchase Money Lien, upon any stock or indebtedness, whether owned on the date any Notes are first issued or thereafter acquired, of any Principal Subsidiary, to secure any Obligation (other than the Notes) of the Corporation, any Subsidiary or any other Person, without in any such case making effective provision whereby all of the outstanding Notes shall be directly secured equally and ratably with such Obligation. This Section 301(a) shall not (i) apply to any mortgage, pledge, lien, encumbrance, charge or security interest on any stock or indebtedness of a corporation existing at the time such corporation becomes a Subsidiary, (ii) restrict any other property of the Corporation or its Subsidiaries or (iii) restrict the sale by the Corporation or any Subsidiary of any stock or indebtedness of any Subsidiary.

Section 302 Limitations on Funded Debt.

For so long as any Notes issued pursuant to this Sixth Supplemental Indenture are Outstanding, the Corporation shall not permit any Restricted Subsidiary to incur, issue, guarantee or create any Funded Debt unless, after giving effect thereto, the sum of the aggregate amount of all outstanding Funded Debt of the Restricted Subsidiaries would not exceed an amount equal to 15% of Consolidated Net Tangible Assets.

This Section 302 shall not apply to, and there shall be excluded from Funded Debt in any computation pursuant hereto, Funded Debt secured by: (i) Liens on real or physical property of any corporation existing at the time such corporation becomes a Subsidiary; (ii) Liens on real or physical property existing at the time of acquisition thereof incurred within 180 days of the time of acquisition thereof (including, without limitation, acquisition through merger or consolidation) by the Corporation or any Restricted Subsidiary; (iii) Liens on real or physical property thereafter acquired (or constructed) by the Corporation or any Restricted Subsidiary and created prior to, at the time of, or within 270 days after such acquisition (including, without limitation, acquisition through merger or consolidation) (or the completion of such construction or commencement of commercial operation of such property, whichever is later) to secure or provide for the payment of all or any part of the purchase price (or the construction price) thereof; (iv) Liens in favor of the Corporation or any Restricted Subsidiary; (v) Liens in favor of the United States of America, any State thereof or the District of Columbia, or any agency, department or other instrumentality thereof, to secure partial, progress, advance or other payments pursuant to any contract or the

provisions of any statute, (vi) Liens incurred or assumed in connection with the issuance of revenue bonds the interest on which is exempt from federal income taxation pursuant to Section 103 (b) of the Internal Revenue Code of 1954, as amended; (vii) Liens securing the performance of any contract or undertaking not directly or indirectly in connection with the borrowing of money, the obtaining of advances or credit or the securing of Funded Debt, if made and continuing in the ordinary course of business; (viii) Liens incurred (no matter when created) in connection with the Corporation's or a Restricted Subsidiary's engaging in a leveraged or single-investor lease transaction; provided, however, that the instrument creating or evidencing any borrowings secured by such Lien will provide that such borrowings are payable solely out of the income and proceeds of the property subject to such Lien and are not a general obligation of the Corporation or such Restricted Subsidiary; (ix) Liens under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts or deposits to secure public or statutory obligations of the Corporation or any Restricted Subsidiary, or deposits of cash or obligations of the United States of America to secure surety, repletion and appeal bonds to which the Corporation or any Restricted Subsidiary is a party or in lieu of such bonds, or pledges or deposits for similar purposes in the ordinary course of business, or Liens imposed by law, such as laborers' or other employees', carriers', warehousemen's, mechanics', materialmen's and vendors' Liens and Liens arising out of judgments or awards against the Corporation or any Restricted Subsidiary with respect to which the Corporation or such Restricted Subsidiary at the time shall be prosecuting an appeal or proceedings for review and with respect to which it shall have secured a stay of execution pending such appeal or proceedings for review, or Liens for taxes not yet subject to penalties for nonpayment or the amount or validity of which is being in good faith contested by appropriate proceedings by the Corporation or any Restricted Subsidiary, as the case may be, or minor survey exceptions, minor encumbrances, easement or reservations of, or rights of others for, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions or Liens on the use of real properties which Liens, exceptions, encumbrances, easements, reservations, rights and restrictions do not, in the opinion of the Corporation, in the aggregate materially detract from the value of said properties or materially impair their use in the operation of the business of the Corporation and its Restricted Subsidiaries; (x) Liens incurred to finance construction, alteration or repair of any real or physical property and improvements thereto prior to or within 270 days after completion of such construction, alteration or repair; (xi) Liens incurred (no matter when created) in connection with a Securitization Transaction; (xii) Liens on property (or any Receivable arising in connection with the lease thereof) acquired by the Corporation or a Restricted Subsidiary through repossession, foreclosure or lien proceeding and existing at the time of the repossession, foreclosure, or like proceeding; (xiii) Liens on deposits of the Corporation or a Restricted Subsidiary with banks (in the aggregate, not exceeding \$50 million), in accordance with customary banking practice, in connection with the providing by the Corporation or a Restricted Subsidiary of financial accommodations to any Person in the ordinary course of business; or (xiv) any extension, renewal, refunding or replacement of the foregoing.

ARTICLE IV

REDEMPTION OF THE NOTES

Section 401 Redemption of the Notes at the Option of the Corporation.

(a) The Notes at any time from their date of issuance, are redeemable, in whole or in part, at the option of the Corporation, upon not less than (i) 45 days notice to the Trustee (unless a shorter time shall be acceptable to the Trustee for its convenience) and (ii) 30 nor more than 60 days prior written notice at a redemption price as evidenced by an Officer's Certificate of the Corporation equal to the greater of (i) 100% of their principal amount or (ii) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted, on a semi-annual basis, at the Treasury Yield plus 20 basis points, together with the accrued interest to the date of redemption; provided, however, that interest installments due on an Interest Payment Date which is on or prior to the date of redemption will be payable to those Holders who are Holders of record of the Notes (or one or more predecessor Notes)

as of the close of business on the regular record date preceding such Interest Payment Date.

(b) If the Notes are only partially redeemed pursuant to this Section 401, such Notes will be redeemed pro rata or by lot or by any other method utilized by the Security Registrar; provided, that if at the time of redemption, the Notes are registered as a Global Note, the Depositary shall determine, in accordance with its procedures, the principal amount of such Notes beneficially held by each Holder of Notes to be redeemed.

Section 402 No Sinking Fund.

The Notes are not entitled to the benefit of any sinking fund.

ARTICLE V

FORM OF NOTES

Section 501 Form of Notes.

The Notes, along with the Trustee's Certificate of Authentication to be endorsed thereon, are to be substantially in the form attached hereto as Exhibit A.

ARTICLE VI

ORIGINAL ISSUE OF NOTES

Section 601 Original Issue of Notes.

The Notes in the initial aggregate principal amount of \$200,000,000 may, upon execution of this Sixth Supplemental Indenture, be executed by the Corporation and delivered to the Trustee for authentication as provided in Sections 301 and 303 of the Base Indenture.

ARTICLE VII

MISCELLANEOUS

Section 701 Ratification.

The Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, and the Fifth Supplemental Indenture, as supplemented by this Sixth Supplemental Indenture, are in all respects ratified and confirmed, and this Sixth Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 702 Trustee Not Responsible for Recitals.

The recitals herein contained are made by the Corporation and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Sixth Supplemental Indenture.

Section 703 Governing Law.

This Sixth Supplemental Indenture and the Notes shall be construed in accordance with and governed by the laws of the State of New York.

Section 704 Separability.

In case any one or more of the provisions contained in this Sixth Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Sixth Supplemental Indenture or of the Notes, but this Sixth Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 705 Counterparts.

This Sixth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed and attested, as of the day and year first above written.

NORFOLK SOUTHERN CORPORATION

By: /s/William J. Romig

Name: William J. Romig
Title: Vice President & Treasurer

Attest:

By: /s/David A. Shelton

Name: David A. Shelton
Title: Assistant General Attorney

U.S. BANK TRUST NATIONAL
ASSOCIATION, as Trustee

By: /s/David J. Kolibachuk

Name: David J. Kolibachuk
Title: Vice President

Attest:

By: /s/Adam Berman

Name: Adam Berman
Title: Trust Officer

EXHIBIT A

FORM ONLY
FACE OF NOTE

This Note is a Global Note within the meaning of the Base Indenture hereinafter referred to and is registered in the name of a Depositary or a nominee of a Depositary. This Note is exchangeable for Notes registered in the name of a person other than the Depositary or its nominee only in the limited circumstances described in the Base Indenture, and no transfer of this Note (other than a transfer of this Note as a whole by the Depositary to a nominee of the Depositary or by a nominee of the

Depository to the Depository or another nominee of the Depository) may be registered except in limited circumstances.

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. _____

CUSIP No. 655844 AS 7

NORFOLK SOUTHERN CORPORATION

NOTE
DUE APRIL 30, 2008

NORFOLK SOUTHERN CORPORATION, a corporation organized under the laws of the Commonwealth of Virginia (herein called the "Corporation", which term includes any successor corporation under the Base Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [_____] Million Dollars (\$[_____] on April 30, 2008 and to pay interest thereon from April 30, 2002 or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually in arrears on April 30 and October 30 of each year, commencing October 30, 2002, at a rate of 6% per annum until the principal hereof is paid or made available for payment, and on any overdue principal and premium, if any, at a rate of 6% per annum and (without duplication and to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at a rate of 6% per annum compounded semi-annually. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date (as defined below) shall be calculated as provided in the Base Indenture. In the event that any date on which interest is payable on this Note is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day that is a Business Day, with the same force and effect as if made on such date and no interest shall accrue on the amount so payable from the period from and after such Interest Payment Date or Maturity Date, as the case may be (each date on which interest is actually payable, an "Interest Payment Date"). The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Base Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Security, as defined in said Base Indenture) is registered at the close of business on the regular record date for such interest installment, which shall be the close of business on the April 15 and October 15 next preceding such Interest Payment Date. Any such interest installment not punctually paid or duly provided for shall forthwith cease to be payable to the registered Holders on such regular record date and may be paid to the Person in whose name this Note (or one or more Predecessor Security) is registered at the close of business on a special record date to be fixed by the Trustee for the payment of such defaulted interest, notice whereof shall be given to the registered Holders of Notes not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Note may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Base Indenture. The principal of and premium, if any, and the interest on this Note shall be payable at the office or agency of the Trustee maintained for that purpose in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made, at the option of the Corporation and upon prior notice to the Trustee, by check mailed to the registered Holder at such address as shall appear in the Security Register or by wire transfer to an account designated by a Holder in writing not less than 10 days prior to the date of payment.

The indebtedness evidenced by this Note is, to the extent

provided in the Base Indenture, equal in right of payment with all other unsecured and unsubordinated indebtedness of the Corporation, and this Note is issued subject to the provisions of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture with respect thereto. Each Holder of this Note, by accepting the same, agrees to and shall be bound by such provisions, and authorizes and directs the Trustee on his or her behalf to be bound by such provisions. Each Holder hereof, by his or her acceptance hereof, hereby waives all notice of the acceptance of the provisions contained herein and in the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Sixth Supplemental Indenture by each Holder of unsecured and unsubordinated indebtedness of the Corporation, whether now outstanding or hereafter incurred, and waives reliance by each such Holder or creditor upon said provisions.

This Note shall not be entitled to any benefit under the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture or the Sixth Supplemental Indenture hereinafter referred to, or be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee.

The provisions of this Note are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Corporation has caused this instrument to be executed.

NORFOLK SOUTHERN CORPORATION

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title: Secretary or Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Securities (as defined below) of the series designated therein referred to in the within-mentioned Base Indenture.

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Dated: _____

(FORM OF REVERSE OF NOTE)

This Note is one of a duly authorized series of securities of the Corporation (herein sometimes referred to as the "Security"), issued or to be issued in one or more series under and pursuant to an Indenture, dated as of January 15, 1991 (the "Base Indenture"), duly executed and delivered between the Corporation and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of May 19, 1997 (the "First Supplemental Indenture"), between the Corporation and the Trustee, the

Second Supplemental Indenture, dated as of April 26, 1999 (the "Second Supplemental Indenture") between the Corporation and the Trustee, the Third Supplemental Indenture, dated as of May 23, 2000 (the "Third Supplemental Indenture") between the Corporation and the Trustee, the Fourth Supplemental Indenture, dated as of February 6, 2001 (the "Fourth Supplemental Indenture") between the Corporation and the Trustee, the Fifth Supplemental Indenture, dated as of July 5, 2001 (the "Fifth Supplemental Indenture") between the Corporation and the Trustee, and the Sixth Supplemental Indenture, dated as of April 30, 2002 (the "Sixth Supplemental Indenture") between the Corporation and the Trustee to which Base Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and Sixth Supplemental Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Corporation and the Holders of the Security. By the terms of the Base Indenture, the Securities are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Base Indenture. This Security is the series designated on the face hereof (the "Notes") and is limited in aggregate principal amount as specified in said Sixth Supplemental Indenture.

This Note may be redeemed in whole at any time or in part from time to time, at the Corporation's option, at a redemption price equal to the greater of (1) 100% of its principal amount or (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Note to be redeemed discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable Treasury Yield, as defined in the Sixth Supplemental Indenture, plus 20 basis points for the Note, plus, accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

In case an Event of Default, as defined in the Base Indenture, shall have occurred and be continuing, the principal of all of the Notes may be declared due and payable, in the manner, with the effect and subject to the conditions provided in the Base Indenture.

The Base Indenture contains provisions permitting the Corporation and the Trustee, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Security of each series affected, to execute supplemental indentures for the purpose of adding any provisions to the Base Indenture or of modifying in any manner the rights of the Holders of the Security; provided, however, that no such supplemental indenture shall (i) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or any premium payable upon the redemption thereof or the rate of interest thereon, or to reduce the amount of principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502 of the Base Indenture, or change any Place of Payment where, or the coin or currency in which, any Security (or premium, if any, thereon) or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date); or (ii) reduce the percentage in principal amount of the Outstanding Security of any series, the Holders of which are required to consent to any such supplemental indenture or to waive certain defaults thereunder and their consequences provided for in the Base Indenture; or (iii) modify any of the provisions of the Base Indenture relating to supplemental indentures that require consent of Holders, the waiver of past defaults or the waiver of certain covenants, except to increase any such percentage or to provide that certain other provisions of the Base Indenture cannot be modified or waived, without the consent of the Holders of each Outstanding Security affected thereby. The Base Indenture also contains provisions permitting the Holders of not less than a majority in principal amount of the Outstanding Security of any series affected thereby, on behalf of all of the Holders of the Security of such series, to waive any past Default under the Base Indenture, and its consequences, except a Default in the payment of the principal of, premium, if any, or interest on any Security of such series or a Default in respect of a covenant or provision of the Base Indenture which cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected. Any such consent or waiver by the registered Holder of this Note (unless revoked as provided in the Base Indenture) shall be

conclusive and binding upon such Holder and upon all future Holders and owners of this Note and of any Note issued in exchange therefor or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Note.

No reference herein to the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture or the Sixth Supplemental Indenture and no provision of this Note or of the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture or the Sixth Supplemental Indenture shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay the principal of and premium, if any, and interest on this Note at the time and place and at the rate and in the money herein prescribed.

As provided in the Base Indenture and subject to certain limitations therein set forth, this Note is transferable by the registered Holder hereof on the Security Register of the Corporation, upon surrender of this Note for registration of transfer at the office or agency of the Trustee in New York, New York duly endorsed by the registered Holder hereof or accompanied by a written instrument or instruments of transfer in form satisfactory to the Corporation and the Security Registrar duly executed by the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

No service charge will be made for any such transfer, but the Corporation may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment of this Note for registration of transfer of this Note, the Corporation, the Trustee, and any agent of the Corporation or the Trustee may treat the registered Holder hereof as the owner hereof (whether or not this Note shall be overdue) and neither the Corporation, the Trustee nor any such agent shall be affected by notice to the contrary.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Base Indenture, against any incorporator, stockholder, officer or director, past, present or future, as such, of the Corporation or of any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

The Notes are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. This Global Note is exchangeable for Notes in definitive form only under certain limited circumstances set forth in the Base Indenture. Notes so issued are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple thereof. As provided in the Base Indenture and subject to certain limitations herein and therein set forth, Notes of this series so issued are exchangeable for a like aggregate principal amount of Notes of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Note that are defined in the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture or the Sixth Supplemental Indenture shall have the meanings assigned to them therein.

THE BASE INDENTURE, THE FIRST SUPPLEMENTAL INDENTURE, THE SECOND SUPPLEMENTAL INDENTURE, THE THIRD SUPPLEMENTAL INDENTURE, THE FOURTH SUPPLEMENTAL INDENTURE, THE FIFTH SUPPLEMENTAL INDENTURE, THE SIXTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

April 30, 2002

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

Ladies and Gentlemen:

I am Senior General Counsel of Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), and, as such, I have acted as counsel to the Corporation in connection with the issuance and sale of the Corporation's 6% Senior Notes due 2008, in the aggregate principal amount of \$200,000,000 (collectively, the "Securities" or the "Designated Securities") pursuant to the Underwriting Agreement of the Corporation, dated April 25, 2002 (the "Base Underwriting Agreement"), and the Pricing Agreement, dated April 25, 2002 (the "Pricing Agreement" and, together with the Base Underwriting Agreement, the "Underwriting Agreement"), between the Corporation and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative to the underwriters identified on Schedule I to the Pricing Agreement (the "Underwriters"), which Pricing Agreement incorporates in its entirety all the provisions of the Underwriting Agreement. The Securities are to be issued, concurrently with \$100,000,000 aggregate principal amount of Floating Rate Senior Notes due 2005, under the Indenture, dated as of January 15, 1991 (the "Base Indenture"), between the Corporation and First Trust of New York, National Association (the name of which has been changed to U.S. Trust Bank National Association), as successor trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of May 19, 1997 (the "First Supplemental Indenture"), by a Second Supplemental Indenture, dated as of April 26, 1999 (the "Second Supplemental Indenture"), by a Third Supplemental Indenture, dated as of May 17, 2000, by a Fourth Supplemental Indenture, dated as of February 6, 2001, by a Fifth Supplemental Indenture, dated as of July 5, 2001, and by a Sixth Supplemental Indenture, dated as of April 25, 2002 (the Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, and the Sixth Supplemental Indenture, collectively, the "Indenture"), between the Corporation and the Trustee with respect to the Securities.

This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, I have examined (i) the Registration Statement on Form S-3 (File No. 333-57872), relating to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations under the Securities Act, of up to \$1,000,000,000 aggregate principal amount of (A) debt securities, preferred stock, depository shares and/or common stock of the Corporation, and/or (B) in conjunction with the Corporation's trust subsidiary, Norfolk Southern Capital Trust I, trust preferred securities and related guarantees of the Corporation, filed with the Securities and Exchange Commission (the "Commission") on March 29, 2001, under the Securities Act (the "Registration Statement"); (ii) the Prospectus Supplement, dated April 25, 2002 (the "Prospectus Supplement"), together with the Base Prospectus, dated April 3, 2001 (together, the "Prospectus"); (iii) the Statement of Eligibility under the Trust Indenture Act of 1939, as amended, on Form T-1 of the Trustee; (iv) the documents incorporated by reference in the Prospectus through April 25, 2002; (v) the Indenture; (vi) the Securities and specimen certificates thereof; (vii) the Underwriting Agreement; (viii) the Pricing Agreement; (ix) the Restated Articles of Incorporation of the Corporation, as currently in effect; (x) the Bylaws of the Corporation, as currently in effect; and (xi) resolutions of the Board of Directors of the Corporation relating to the issuance and sale of the Securities and related matters.

I also have examined originals or copies, certified or otherwise identified to my satisfaction, of such records of the Corporation and such agreements, certificates of public officials, certificates of officers or other representatives of the Corporation and others, and such other documents, certificates and records as I have deemed necessary or appropriate as a basis for the opinions set forth herein.

In my examination, I have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted as originals, the conformity to original documents of all documents submitted as certified, photostatic or facsimile copies and the authenticity of the originals of such latter documents. In making my examination of documents executed, or to be executed, by parties other than the Corporation, I have assumed that such parties had, or will have, the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such other parties of such documents and the validity and binding effect thereof. As to any facts material to the opinions expressed herein which I did not independently establish or verify, I have relied upon oral or written statements and representations of officers and other representatives of the Corporation and others.

I am a member of the Bar in the Commonwealth of Virginia, and I do not express any opinion as to the laws of any other jurisdiction other than the laws of the United States of America to the extent referred to specifically herein. However, I am aware of no difference between the laws of the Commonwealth of Virginia and the laws of the State of New York which cause me to believe that the opinions expressed herein would be inapplicable if they were furnished in connection with the laws of the State of New York. Insofar as the opinions set forth below relate to the Indenture and the Securities as valid, binding and enforceable obligations of the Corporation, I have relied solely upon an opinion letter of even date herewith from Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York, with respect to all matters of New York law related thereto.

Based upon and subject to the foregoing, I am of the opinion that:

1. The Indenture has been duly executed and delivered by the Corporation, and it is a valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms, except (a) to the extent that enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) I express no opinion as to Section 512 of the Base Indenture.
2. The Securities have been duly authorized, and when executed and authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be valid and binding obligations of the Corporation entitled to the benefits of the Indenture and enforceable against the Corporation in accordance with their terms, except (a) to the extent that enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) I express no opinion as to Section 512 of the Base Indenture.

I hereby consent to the use of my name under the heading "Legal Matters" in the Prospectus. I also hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the General Rules and Regulations thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and I disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in applicable law.

Very truly yours,

/s/ James A. Squires

James A. Squires

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036

April 30, 2002

c/o Norfolk Southern Corporation
Three Commercial Plaza
Norfolk, Virginia 23510-2191

Re: Norfolk Southern Corporation
Registration Statement on Form S-3
(Registration No. 333-57872)

Ladies and Gentlemen:

This opinion is furnished by us as special New York counsel for Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), in connection with the issuance and sale by the Corporation of \$200,000,000 aggregate principal amount of the Corporation's 6% Senior Notes due 2008 (the "Securities") issued pursuant to the Underwriting Agreement, dated April 25, 2002 (the "Base Underwriting Agreement") and the Pricing Agreement, dated April 25, 2002 (the "Pricing Agreement," and, together with the Base Underwriting Agreement, the "Underwriting Agreement") between the Corporation and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, as the underwriter (the "Underwriter"), which Pricing Agreement incorporates in its entirety all the provisions of the Base Underwriting Agreement. The Securities have been issued under the Indenture, dated as of January 15, 1991 (the "Base Indenture"), between the Corporation and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of May 19, 1997 (the "First Supplemental Indenture"), the Second Supplemental Indenture, dated as of April 26, 1999 (the "Second Supplemental Indenture"), the Third Supplemental Indenture, dated as of May 23, 2000 (the "Third Supplemental Indenture"), the Fourth Supplemental Indenture, dated as of February 6, 2001 (the "Fourth Supplemental Indenture"), the Fifth Supplemental Indenture, dated as of July 5, 2001 (the "Fifth Supplemental Indenture") and the Sixth Supplemental Indenture, dated as of April 30, 2002 (the "Sixth Supplemental Indenture" and, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, the "Indenture Supplements"), between the Corporation and the Trustee (such Base Indenture, as so supplemented, being hereinafter referred to as the "Indenture").

This opinion is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement on Form S-3 (File No. 333-57872) relating to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations under the Securities Act, of up to \$1,000,000,000 aggregate principal amount of debt securities, preferred stock, depositary shares and/or common stock of the Corporation, filed with the Securities and Exchange Commission (the "Commission") on March 29, 2001 under the Securities Act (such registration statement being hereinafter referred to as the "Registration Statement"); (ii) the prospectus, dated April 3, 2001, filed with the Commission as a part of the Registration Statement (the "Base Prospectus"), together with the prospectus supplement relating to the Securities, dated April 25, 2002, filed with the Commission pursuant to Rule 424(b)(5) of the General Rules and Regulations under the Securities Act (the "Prospectus Supplement" and, together with the Base Prospectus, the "Prospectus"); (iii) the Statement of Eligibility under the Trust Indenture Act of 1939, as amended, on Form T-1 of the Trustee; (iv) the documents specifically incorporated by reference in the Prospectus through the date hereof; (v) an executed copy of the Indenture; (vi) the executed Securities; (vii) an executed copy of the Base Underwriting Agreement; (viii) an executed copy of the Pricing Agreement; (ix) the Restated Articles of Incorporation of the Corporation, as currently in effect; (x) the Bylaws of the Corporation, as currently in effect; and (xi) resolutions of the Board of Directors of the

Corporation relating to the issuance and sale of the Securities and related matters. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Corporation and such agreements, certificates of public officials, certificates of officers or other representatives of the Corporation and others, and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or facsimile copies and the authenticity of the originals of such latter documents. In making our examination of documents executed or to be executed, we have assumed (except as otherwise expressly set forth below) that the parties thereto, including the Corporation, have been duly organized and are validly existing under the laws of their respective jurisdictions of organization, had, or will have, the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such other parties of such documents and, except as set forth in paragraphs 1 & 2 below, the validity and binding effect thereof. As to any facts material to the opinions expressed herein which we did not independently establish or verify, we have relied upon oral or written statements and representations of officers and other representatives of the Corporation and others.

Members of our firm are admitted to practice in the State of New York, and we do not express any opinion as to the laws of any other jurisdiction other than the federal laws of the United States of America to the extent referred to specifically herein. We have assumed that (i) the Corporation has duly authorized the issuance and sale of the Securities and the filing of the Registration Statement under Virginia law; (ii) the Underwriting Agreement, the Indenture and the Securities (collectively, the "Operative Documents") were duly authorized, executed and delivered by the Corporation under Virginia law; (iii) the choice of New York law in the Underwriting Agreement and the Indenture is legal and valid under the laws of Virginia; and (iv) the execution and delivery by the Corporation of the Operative Documents and the performance by the Corporation of its obligations thereunder do not and will not violate, conflict with or constitute a default under (A) any agreement or instrument to which the Corporation or its property is subject (except that we do not make the assumption set forth in this clause (A) with respect to the Operative Documents), (B) any law, rule or regulation to which the Corporation is subject (except that we do not make the assumption set forth in this clause (B) with respect to those laws, rules and regulations of the State of New York and the United States of America which, in our experience, are normally applicable to transactions of the type contemplated by the Operative Documents, but without our having made any special investigation with respect to other laws, rules or regulations), (C) any judicial or regulatory order or decree of any governmental authority or (D) any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority (except that we do not make the assumption set forth in this clause (D) with respect to the filing of the Registration Statement and the Prospectus with the Commission under the Securities Act).

Based upon and subject to the foregoing, we are of the opinion that:

1. The Indenture has been duly executed and delivered by the Corporation (to the extent that execution and delivery are matters governed by New York law) and is a valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms, except (a) to the extent that enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) we do not express any opinion as to Section 512 of the Base Indenture.

2. The Securities have been executed and authenticated in accordance with the terms of the Indenture and delivered to and paid for by the Underwriter in accordance with the terms of the Underwriting Agreement, and are valid and binding obligations of the Corporation entitled to the

benefits of the Indenture and enforceable against the Corporation in accordance with their terms, except (a) to the extent that enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (b) we do not express any opinion as to Section 512 of the Base Indenture.

James A. Squires, Esq., Senior General Counsel of the Corporation, is permitted to rely upon this opinion for the purpose of delivering his opinion to the Corporation in his capacity as counsel to the Corporation in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. We also hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the General Rules and Regulations thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in applicable law.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

Skadden, Arps, Slate, Meagher & Flom LLP