

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

NORFOLK SOUTHERN CORPORATION

(Exact name of registrant as specified in its charter)

Virginia

(State or other jurisdiction of
incorporation or organization)

4011

(Primary standard industrial
classification code number)

52-1188014

(I.R.S. employer
identification number)

Three Commercial Place
Norfolk, Virginia 23510-2191
(757) 629-2680

(Address, Including Zip Code and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

James A. Squires, Esq.
Three Commercial Place
Norfolk, Virginia 23510-2191
(757) 629-2680

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copy to:

David J. Goldschmidt, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
(212) 735-3000

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the sale offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price(1), (2)	Amount of Registration Fee
Notes due 2014 of Norfolk Southern Corporation	\$ 450,000,000	\$ 439,128,000	\$ 55,637.52

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(f)(1) under the Securities Act based on the stated maximum principal amount of 7.350% Notes of the Registrant that will be accepted by the Registrant in the exchange transaction, multiplied by the average bid and ask market price on August 2, 2004 (109.782%), represented as a percentage of par.

(2) Exclusive of accrued interest, if any.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a) may determine.

The information contained in this document is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION DATED AUGUST 2, 2004

PROSPECTUS

NORFOLK SOUTHERN CORPORATION

Offer to Exchange

Up to \$400,000,000 Outstanding Aggregate Principal Amount of

7.350% Notes Due 2007

(CUSIP No. 655844 AH 1)

for

Notes Due 2014

This Exchange Offer will expire at 5:00 p.m., New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "expiration date"). In order to be eligible to receive the early participation payment, holders of old notes must tender their old notes on or prior to 5:00 p.m. New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "early participation date").

The Exchange Offer

We are offering to holders of our outstanding 7.35% Notes Due May 15, 2007, the "old notes" or "outstanding notes," an opportunity to exchange into new notes due September 1, 2014, or the "new notes," in an aggregate principal amount to be determined in the manner set forth in this prospectus.

We will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes. The exchange offer is subject to the condition that at least \$150,000,000 aggregate principal amount of old notes be validly tendered and not withdrawn by the expiration of the exchange offer as well as certain other conditions. We may waive these conditions at our sole discretion. Subject to these and the other terms and conditions set forth herein:

If you validly tender old notes on or prior to the early participation date, and do not withdraw prior to the early participation date, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment; *plus*
- A cash amount equal to the early participation payment.

If you validly tender old notes after the early participation date but on or prior to the expiration date, and do not withdraw, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment.

Determination of the Total Exchange Price

The total exchange price for the old notes (calculated on the second business day prior to the expiration date) is equal to the price per \$1,000 principal amount of the old notes (as calculated herein and rounded to the nearest cent) intended to result in a yield to maturity (the "exchange offer yield") on the "settlement date" equal to the sum of : (i) the fixed spread listed below, plus (ii) the bid-side yield on the reference U.S. Treasury Security listed below.

Security	Outstanding Principal Amount	Maturity Date	Bloomberg Page	Reference U.S. Treasury Security	Fixed Spread (in basis points)
7.350% Note Due 2007	\$ 740,325,000	May 15, 2007	PX1	3.125% due May 15, 2007	

In addition, holders whose old notes are accepted for exchange will receive a cash payment representing accrued and unpaid interest to, but not including, the settlement date.

Early Participation Payment

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered and accepted, includes an early participation payment of \$ _____, which payment shall be in cash, the "early participation payment." Only holders who validly tender their old notes on or prior to the early participation date and do not validly withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not validly withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment.

The New Notes

The new notes will mature on September 1, 2014 and will bear interest at a rate per annum equal to the sum of (a) the yield on the 4.75% U.S. Treasury Note due May 15, 2014, as of 2:00 p.m., New York City time (as indicated on the Bloomberg screen page PX1), on the second business day prior to the expiration date, and (b) _____ % (_____ basis points).

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date.

See the section entitled "Risk Factors" that begins on page 10 for a discussion of the risks that you should consider prior to tendering your outstanding notes for exchange.

The dealer manager for the exchange offer is:

Merrill Lynch & Co.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or the accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2004.

You should rely on the information contained in or incorporated by reference into this prospectus. We have not authorized any other person to provide you with different information. If anyone does provide you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus speaks only as of the date of this prospectus and the information in the documents incorporated by reference in this prospectus speak only as of the respective dates those documents were filed with Securities and Exchange Commission (the "SEC"). Our business, financial condition, results of operations and prospects may have changed since such dates.

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed or incorporated by reference as exhibits to the Registration Statement (as defined herein) of which this prospectus is a part and you may obtain copies of those documents as described herein under "Where You Can Find More Information."

TABLE OF CONTENTS

PROSPECTUS SUMMARY	2
RISK FACTORS	10
FORWARD-LOOKING STATEMENTS	10
USE OF PROCEEDS	11
RATIO OF EARNINGS TO FIXED CHARGES	11

CAPITALIZATION	11
THE EXCHANGE OFFER	12
DESCRIPTION OF NEW NOTES	20
BOOK-ENTRY; DELIVERY AND FORM	26
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES	27
LEGAL MATTERS	29
EXPERTS	29
WHERE YOU CAN FIND MORE INFORMATION	30
INCORPORATION OF DOCUMENTS BY REFERENCE	31

This prospectus incorporates by reference important business and financial information about us that is not included in or delivered with this prospectus. This information is available without charge to you upon written or oral request to:

Three Commercial Place
Norfolk, Virginia 23510-2191
(757) 629-2680
Attention: Corporate Secretary

To obtain timely delivery, security holders must request the information incorporated by reference no later than five days prior to the expiration date.

There are no guaranteed delivery provisions provided for in conjunction with the exchange offer under the terms of this prospectus and the accompanying letter of transmittal. Tendering holders must tender their old notes in accordance with the procedures set forth under "The Exchange Offer— Procedures for Tendering Old Notes."

i

PROSPECTUS SUMMARY

The following summary highlights selected information from this prospectus and may not contain all of the information that is important to you. This prospectus includes the basic terms of the notes we are offering, as well as information regarding our business and detailed financial data. We encourage you to read this prospectus in its entirety. Unless the context otherwise requires, references in this prospectus to "Norfolk Southern," "the Corporation," "we," "our," "ours" and "us" refer to Norfolk Southern Corporation and its consolidated subsidiaries.

Norfolk Southern Corporation

Norfolk Southern Corporation ("Norfolk Southern" or the "Corporation") is a Virginia-based holding company that in 1982 acquired control of Southern Railway Company ("Southern") and Norfolk and Western Railway Company ("N&W"). Effective December 31, 1990, Southern changed its name to Norfolk Southern Railway Company ("NSR"), and Norfolk Southern transferred all of the common stock of N&W to NSR (making N&W a wholly-owned subsidiary of NSR). Effective September 1, 1998, N&W was merged with and into NSR. NSR, with its consolidated subsidiaries, operates 21,500 route miles in 22 states, the District of Columbia and Ontario.

As more particularly detailed in the various filings we have incorporated by reference herein, Norfolk Southern and CSX Corporation ("CSX") secured the approval of the Surface Transportation Board ("STB"), successor to the Interstate Commerce Commission, to own and control Conrail Inc. ("Conrail"), the principal subsidiary of which is Consolidated Rail Corporation ("CRC"), a common carrier that offers rail transportation services in the Northeast. Through a jointly-owned entity, Norfolk Southern and CSX own the stock of Conrail. On June 1, 1999, Norfolk Southern and CSX, through their respective railroad subsidiaries, began operating separate portions of Conrail's rail routes and assets. Substantially all such assets are owned by two wholly-owned subsidiaries of CRC: Pennsylvania Lines LLC ("PRR") and New York Central LLC ("NYC"). PRR has entered into various operating and leasing arrangements with NSR and NYC has entered into various operating and leasing arrangements with CSX Transportation, Inc. ("CSXT"). Certain rail assets ("Shared Assets Areas") are still owned by CRC, which operates them for the joint and exclusive use of NSR and the rail subsidiary of CSX.

Norfolk Southern, CSX and Conrail are jointly seeking to reorganize Conrail ("Conrail Reorganization"). The transactions contemplated by the Conrail Reorganization have been more particularly described in various filings incorporated by reference herein and in the NSR registration statement on Form S-4 filed with the SEC on April 23, 2004, as amended. As a part of the proposed Conrail Reorganization, Conrail would undertake a restructuring of its existing unsecured and secured public indebtedness and would replace the operating agreements described above and allow NSR and CSXT to directly own and operate PRR and NYC, respectively. The Conrail Reorganization would not involve the Shared Assets Areas, which Conrail would continue to own, manage and operate as previously approved by the STB, and would have no effect on the competitive rail service provided in the Shared Assets Areas.

* * * *

Our executive offices are located at Three Commercial Place, Norfolk, Virginia 23510-2191, and our telephone number is (757) 629-2600.

2

Summary of the Exchange Offer

Background

The purpose of this exchange offer is to exchange up to \$400,000,000 aggregate principal amount of the

old notes for new notes. You should read the discussion under the headings "The Exchange Offer" and "Description of New Notes" for further information regarding the new notes to be issued in the exchange offer.

The old notes were issued on May 19, 1997 by Norfolk Southern. As of June 30, 2004, Norfolk Southern had old notes in the aggregate principal amount of \$740,325,000 outstanding.

Securities Offered

Notes due 2014.

The Exchange Offer

We are offering to holders of our outstanding 7.35% Notes Due May 15, 2007, the "old notes" or "outstanding notes," an opportunity to exchange into new notes due September 1, 2014, or the "new notes," in an aggregate principal amount to be determined in the manner set forth in this prospectus. Subject to these and the terms and conditions described more fully herein:

If you validly tender old notes on or prior to the early participation date, and do not withdraw prior to the early participation date, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment; *plus*
- A cash amount equal to the early participation payment.

If you validly tender old notes after the early participation date but on or prior to the expiration date, and do not withdraw, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment.

If old notes having an aggregate principal amount in excess of \$400,000,000 are validly tendered and not withdrawn, we will accept for exchange up to \$400,000,000 aggregate principal amount of old notes on a *pro rata* basis among the tendering holders.

You may tender your outstanding old notes for exchange by following the procedures described under the heading "The Exchange Offer."

Purpose of the Exchange Offer

The purpose of the exchange offer is to extend the maturity of a portion of our outstanding debt from May 15, 2007, the maturity date of the old notes, to September 1, 2014, the maturity date of the new notes.

Determination of the Total Exchange Price

The total exchange price for the old notes (calculated on the second business day prior to the expiration date) will be equal to the price per \$1,000 principal amount of the old notes, (as calculated herein and rounded to the nearest cent) intended to result in a yield to maturity (the "exchange offer yield") on the settlement date equal to the sum of: (i) the yield to maturity on the 3.125% U.S. Treasury Note due May 15, 2007 (the "old bond benchmark treasury yield") and (ii) basis points (in accordance with the formula set forth in Annex A hereto).

The yield to maturity on the 3.125% U.S. Treasury Note due May 15, 2007 (calculated in accordance with standard market practice) will be based on the bid side yield, as indicated on the Bloomberg screen page PX1 (or any recognized quotation source selected by the dealer manager in its sole discretion if the Bloomberg Government Pricing Monitor is not available or is manifestly erroneous) at 2:00 p.m., New York City Time, on the second business day prior to the expiration date, which we sometimes refer to as the "price determination date."

Early Participation Payment

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered, includes an early participation payment of \$, which payment shall be in cash. Holders who validly tender their old notes on or prior to the early participation date and do not validly withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not validly withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment. See "The Exchange Offer – Terms of the Exchange Offer; Period for Tendering Old Notes."

Conditions of the Exchange Offer

We will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes. The exchange offer is subject to the condition that at least \$150,000,000 aggregate principal amount of old notes be validly tendered and not withdrawn by the expiration of the exchange offer as well as certain other conditions. We may waive these conditions at our sole discretion. See "The Exchange Offer – Conditions to the Exchange Offer."

Denomination on New Notes	New notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. If, under the terms of the exchange offer, any tendering holder is entitled to receive new notes in a principal amount that is not an integral multiple of \$1,000, we will round downward the amount of new notes to the nearest integral multiple of \$1,000 and pay the difference in cash.
----------------------------------	--

4

Tenders; Early Participation Date; Expiration Date; Withdrawal	In order to be eligible to receive the early participation payment, holders of old notes must tender their old notes on or prior to 5:00 p.m. New York City time on _____, 2004, unless extended by us. The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2004, unless we extend it. We will extend the duration of the exchange offer as required by applicable law, and may choose to extend it in order to provide additional time for holders of old notes to tender their notes for exchange.
---	---

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date. If we decide for any reason not to accept any notes you have tendered for exchange, those notes will be returned to you without cost promptly after the expiration or termination of the exchange offer. See "The Exchange Offer—Procedures for Tendering Old Notes," and "—Withdrawal Rights" for a more complete description of the tender and withdrawal provisions.

Settlement Date	The settlement date of the exchange offer will be the third business day following the expiration date or as soon as practicable thereafter.
------------------------	--

Certain U.S. Federal Income Tax Consequences	The exchange of old notes for new notes pursuant to the exchange offer should qualify as a recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended, pursuant to which you may recognize gain, but not loss, on such exchange. For a summary of certain U.S. federal income tax consequences of the exchange of old notes for new notes pursuant to the exchange offer see "Certain U.S. Federal Income Tax Consequences."
---	--

Use of Proceeds	We will not receive any cash proceeds from the exchange offer.
------------------------	--

Exchange Agent and Information Agent	Global Bondholder Services Corporation is serving as the exchange agent and information agent in connection with this exchange offer. The address and telephone numbers of Global Bondholder Services Corporation are listed on the back cover of this prospectus.
---	--

Dealer Manager	Merrill Lynch is serving as the dealer manager in connection with this exchange offer. The address and telephone number of the dealer manager are listed on the back cover of this prospectus.
-----------------------	--

5

Procedures for Tendering Outstanding Notes	If you wish to participate in the exchange offer and your old notes are held by a custodial entity, such as a bank, broker, dealer, trust company or other nominee through The Depository Trust Company ("DTC"), you may do so through the automated tender offer program of DTC. By participating in the exchange offer, you will agree to be bound by the letter of transmittal that we are providing with this prospectus as though you had signed the letter of transmittal.
---	--

If your old notes are registered in your name, you must deliver the certificates representing your old notes, together with a completed letter of transmittal and any other documents required by the letter of transmittal, to the exchange agent, not later than the time the exchange offer expires. See "The Exchange Offer—Acceptance of Notes for Exchange; Delivery of New Notes."

Consequences of Failure to Exchange	Old notes that are not tendered or that are tendered but not accepted will, following the completion of the exchange offer, remain outstanding and will continue to be subject to their existing terms. See "Risk Factors—Consequences of Failure to Exchange." Following the completion of the exchange offer, we will have no obligation to exchange old notes for new notes.
--	---

The trading market for outstanding old notes not exchanged in the exchange offer may be more limited than it is at present. Therefore, if your old notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your unexchanged old notes.

The New Notes

Maturity	September 1, 2014
Interest Rate	basis points over the bid-side yield to maturity on the 4.75% U.S. Treasury due May 15, 2014 determined at 2:00 p.m. New York City time (as indicated on the Bloomberg screen page PX1), on the second business day prior to the expiration date.
Interest Payment Dates	Semi-annually on March 15 and September 15.
Rating	We expect the new notes to be rated by Moody's and by S&P.
Ranking	The 7.350% Notes are unsecured obligations of Norfolk Southern, and rank <i>pari passu</i> with all existing and future unsecured and unsubordinated indebtedness of Norfolk Southern.
Optional Redemption	Not redeemable prior to their maturity.

6

Comparison of Old Notes and New Notes

The following is a brief comparison of the principal features of the old notes and the new notes. The following descriptions are brief summaries, do not purport to be complete and are qualified in their entirety by reference, with respect to the old notes, to the old notes and the governing indenture of those notes and, with respect to the new notes, to the new notes and the governing indenture of those notes. The new notes will be issued under the Eighth Supplemental Indenture, to be dated as of the settlement date, to the senior indenture dated as of January 15, 1991, as supplemented by the First Supplemental Indenture, dated as of May 19, 1997, the Second Supplemental Indenture, dated as of April 26, 1999, the Third Supplemental Indenture, dated as of May 23, 2000, the Fourth Supplemental Indenture, dated as of February 6, 2001, the Fifth Supplemental Indenture, dated as of July 5, 2001, the Sixth Supplemental Indenture, dated as of April 30, 2002 and the Seventh Supplemental Indenture, dated as of April 30, 2002 (as amended or supplemented from time to time, the "Indenture") between Norfolk Southern Corporation and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor Trustee (the "Trustee").

The new notes are a new series of debt securities under the Indenture. For further information regarding the new notes and for definitions of capitalized terms used with respect to the new notes but not otherwise defined in this summary, see "Description of New Notes."

	<u>7.350% Notes</u>	<u>New Notes</u>
Issuer	Norfolk Southern Corporation	Same.
Trustee	U.S. Bank Trust National Association	Same.
Aggregate Principal Amount	\$740,325,000 outstanding.	To be determined, based on the principal amount of old notes validly tendered in the exchange offer.
Maturity	May 15, 2007.	September 1, 2014.
Interest Rate	7.350% per annum.	basis points over the bid-side yield to maturity on the 4.75% U.S. Treasury due May 15, 2014 determined at 2:00 p.m. New York City time (as indicated on the Bloomberg screen page PX1), on the second business day prior to the expiration date.
Interest Payment Dates	Semi-annually on May 15 and November 15.	Semi-annually on March 15 and September 15.
Rating	As of the date hereof, the 7.350% Notes are rated Baa1 by Moody's and BBB by S&P.	We expect the new notes to be rated by Moody's and by S&P.

7

	<u>7.350% Notes</u>	<u>New Notes</u>
Ranking	The 7.350% Notes are unsecured obligations of Norfolk Southern, and rank <i>pari passu</i> with all existing and future unsecured and unsubordinated indebtedness of Norfolk Southern.	Same.
Optional Redemption	The 7.350% Notes are not redeemable prior to their maturity.	Same.

Certain Covenants	The Indenture provides for certain limitations on (a) liens on stock or indebtedness of principal subsidiaries and (b) funded debt.	Same.
Consolidation, Mergers and Sales of Assets	Norfolk Southern may not consolidate, merge, or sell substantially all its assets as an entirety, unless, among other requirements: (i) the successor corporation assumes Norfolk Southern's obligations on the 7.350% Notes and the Indenture; and (ii) after giving effect thereto, no Event of Default (as defined in the Indenture) has occurred and is continuing.	Same.
Events of Default – Cross Default	Default under any note or debenture or any other indebtedness for borrowed money in an aggregate principal amount in excess of \$30,000,000 of Norfolk Southern or any Significant Subsidiary.	Same.

	<u>7.350% Notes</u>	<u>New Notes</u>
Acceleration	The trustee or the holders of 25% of the outstanding principal amount of the 7.350% Notes may declare, by a notice as provided for in the Indenture, the principal of the 7.350% Notes, to be due and payable immediately in the case of an Event of Default (as defined in the Indenture), which includes a default in the payment of principal or interest of the 7.350% Notes.	Same.
Defeasance	The Indenture is subject to defeasance under certain circumstances.	Same.
Change of Control	Norfolk Southern is not required to repurchase 7.350% Notes upon a change of control of Norfolk Southern.	Same.
Transfer Restrictions	Freely transferable under the Securities Act.	Same.
Sinking Fund	None.	None.

Risk Factors

See "Risk Factors" beginning on page 10 for a discussion of factors that should be considered by holders of outstanding notes before tendering their outstanding notes in the exchange offer.

RISK FACTORS

You should consider carefully the following risks and all of the information set forth in this prospectus or incorporated by reference herein before tendering your notes for exchange in the exchange offer.

Consequences of Failure to Exchange

After the consummation of the exchange offer there will likely be a more limited trading market for the old notes.

To the extent that old notes are tendered and accepted for exchange pursuant to the exchange offer, the trading market for old notes that remain outstanding is likely to be more limited than it is at present. A debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security with a larger float. Therefore, the market price for old notes that are not tendered and accepted for exchange pursuant to the exchange offer may be affected adversely to the extent that the principal amount of the old notes exchanged pursuant to the exchange offer reduces the float. A reduced float may also make the trading price of old notes that are not exchanged in the exchange offer more volatile.

Risks Relating to the New Notes

As with the old notes, claims of new note holders will be structurally subordinated to those of creditors of our subsidiaries.

We are a holding company and we conduct substantially all of our operations through our subsidiaries. We perform management, legal, financial, tax, consulting, administrative and other services for our subsidiaries. Our principal sources of cash are from external financings, dividends and advances from our subsidiaries, investments, payments by our subsidiaries for services rendered, and interest payments from our subsidiaries on cash advances. The amount of dividends available to us from our subsidiaries largely depends upon each subsidiary's earnings and operating capital requirements. The ability of our subsidiaries to make any payments to us will depend on our subsidiaries' earnings, business and tax considerations and legal restrictions.

As a result of our holding company structure, the new notes and the old notes effectively rank junior to all existing and future debt, trade payables and other liabilities of our subsidiaries. Any right of Norfolk Southern and our creditors to participate in the assets of any of our subsidiaries upon any liquidation or reorganization of any such subsidiary will be subject to the prior claims of that subsidiary's creditors, including trade creditors, except to the extent that we may ourselves be a creditor of such a subsidiary.

You cannot be sure that an active trading market will develop for the new notes.

There is no existing trading market for the new notes. We do not intend to apply for listing or quotation of the new notes on any exchange. Therefore, we do not know the extent to which investor interest will lead to the development of a trading market or how liquid that market might be, nor can we make any assurances regarding the ability of new note holders to sell their new notes, the amount of new notes to be outstanding following the exchange offer or the price at which the new notes might be sold. As a result, the market price of the new notes

could be adversely affected.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated herein by reference contain certain forward-looking statements. Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements may be identified by the use of words like "believe," "expect," "anticipate" and "project." Forward-looking statements reflect management's good-faith evaluation of information currently available. However, such statements are dependent on and, therefore, can be influenced by, a number of external variables over which

10

management has little or no control, including: domestic and international economic conditions; the business environment in industries that produce and consume rail freight; competition and consolidation within the transportation industry; fluctuation in prices of key materials, in particular diesel fuel; labor difficulties, including strikes and work stoppages; legislative and regulatory developments; changes in securities and capital markets; and natural events such as severe weather, floods and earthquakes. Forward-looking statements are not, and should not be relied upon as, a guaranty of future performance or results. Nor will they necessarily prove to be accurate indications of the times at or by which any such performance or results will be achieved. As a result, actual outcomes and results may differ materially from those expressed in forward-looking statements. Forward-looking statements speak only as of the date they are made, and Norfolk Southern undertakes no obligation to update or revise them.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the new notes in exchange for the outstanding notes. Any old notes that are properly tendered and exchanged pursuant to this exchange offer will be retired and cancelled.

RATIO OF EARNINGS TO FIXED CHARGES

For purposes of computing each ratio of earnings to fixed charges, "earnings" represents income before income taxes, plus interest expenses (including a portion of rental expenses representing an interest factor) and subsidiaries' preferred dividend requirements, less the equity in undistributed earnings of 20%-49% owned companies, net of dividends. "Fixed charges" represents interest expenses (including a portion of rental expense representing an interest factor) plus capitalized interest and subsidiaries' preferred dividend requirements on a pretax basis.

The following table sets forth the ratio of earnings to fixed charges for the periods indicated:

	Six Months Ended					
	June 30,					
	Years Ended December 31,					
	2004	2003	2002	2001	2000	1999
Ratio of earnings to fixed charges	2.85	2.01	2.08	1.83	1.40	1.53

CAPITALIZATION

The following information sets forth our consolidated capitalization as of June 30, 2004. You should read this along with the historical financial statements and accompanying notes that we included in our 2003 Annual Report on Form 10-K for the year ended December 31, 2003 and in our quarterly report on Form 10-Q for the period ended June 30, 2004, which are incorporated by reference into this prospectus. See "Where You Can Find More Information."

	June 30, 2004
	(Dollars in million)
Long-term debt, including current maturities (a)	\$ 6,847
Total stockholders' equity	7,355
Total capitalization	\$ 14,202
Total debt to total capitalization	48.2%

(a) Excluding notes payable to Conrail.

11

THE EXCHANGE OFFER

Terms of the Exchange Offer; Period for Tendering Old Notes

We will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes. The exchange offer is subject to the condition that at least \$150,000,000 aggregate principal amount of old notes be validly tendered and not withdrawn by the expiration of the exchange offer as well as certain other conditions. We may waive these conditions at our sole discretion. Subject to these and the other terms and conditions set forth herein:

If you validly tender old notes on or prior to the early participation date, and do not withdraw prior to the early participation date, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment; *plus*
- A cash amount equal to the early participation payment.

If you validly tender old notes after the early participation date but on or prior to the expiration date, and do not withdraw, you will receive for each \$1,000 principal amount of old notes tendered and accepted:

- A principal amount of our new notes equal to the total exchange price for the old notes tendered minus the early participation payment.

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered, includes an early participation payment of \$, which payment shall be in cash. Holders who validly tender their old notes on or prior to the early participation date and do not validly withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not validly withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment.

New notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. If, under the terms of the exchange offer, any tendering holder is entitled to receive new notes in a principal amount that is not an integral multiple of \$1,000, we will round downward the amount of new notes to the nearest integral multiple of \$1,000 and pay the difference in cash.

As of June 30, 2004, \$740,325,000 principal amount of old notes were outstanding. This prospectus, together with the letter of transmittal, is first being sent on or about the date hereof, to all holders of old notes known to us. Our obligation to accept old notes for exchange pursuant to the exchange offer is subject to certain obligations as set forth under "—Conditions to the Exchange Offer."

Assuming we have not previously elected to terminate this exchange offer, for any or no reason, in our sole and absolute discretion and subject to the conditions listed below, we will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes, subject to the requirement that we receive valid tenders, not validly withdrawn prior to the expiration date, of at least \$150,000,000 aggregate principal amount of old notes. If old notes having an aggregate principal amount of more than \$400,000,000 are validly tendered and not withdrawn, we will accept for exchange only old notes in an aggregate principal amount up to \$400,000,000 aggregate principal amount on a *pro rata* basis among the tendering holders.

We expressly reserve the right, at any time, in our absolute discretion, to extend the period of time during which the exchange offer is open, and delay acceptance for exchange of any old notes, by giving written notice of such extension to the holders thereof as described below. We will extend the duration of the exchange offer as required by applicable law, and may choose to extend it in order to provide additional time for holders of old notes to tender their notes for exchange. During any such extension, all old notes previously tendered and not withdrawn will remain subject to the exchange offer and may be accepted for exchange by us. Any old notes not accepted for exchange for any reason will be returned without expense to the tendering holder promptly after the expiration or termination of the exchange

12

offer. In accordance with Rule 143-1 under the Exchange Act, if we elect to increase or decrease the amount of old notes sought, the consideration offered, or the dealer manager's soliciting fees, this exchange offer will remain open for at least ten business days from the date that the notice of such change is first published or sent to holders of the old notes.

We expressly reserve the right to amend or terminate the exchange offer, and not to accept for exchange any old notes, upon the occurrence of any of the conditions of the exchange offer specified under "—Conditions to the Exchange Offer." We will give prompt written notice of any extension, amendment, non-acceptance or termination to the holders of the old notes. Such notice, in the case of any extension, will be issued by means of a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

Holders whose old notes are accepted for exchange will receive a cash payment representing accrued and unpaid interest to, but not including, the settlement date.

Determination of the Total Exchange Price

The total exchange price for the old notes (calculated on the second business day prior to the expiration date) will be equal to the price per \$1,000 principal amount of the old notes, (as calculated herein and rounded to the nearest cent) intended to result in a yield to maturity (the "exchange offer yield") on the settlement date equal to the sum of: (i) the yield to maturity on the 3.125% U.S. Treasury Note due May 15, 2007 (the "old bond benchmark treasury yield") and (ii) basis points (in accordance with the formula set forth in Annex A hereto). In addition, holders whose old notes are accepted for exchange will receive a cash payment representing accrued and unpaid interest to, but not including, the settlement date.

The yield to maturity on the 3.125% U.S. Treasury Note due May 15, 2007 (calculated in accordance with standard market practice) will be based on the bid side yield, as indicated on the Bloomberg screen page PX1 (or any recognized quotation source selected by the dealer manager in its sole discretion if the Bloomberg Government Pricing Monitor is not available or is manifestly erroneous) at 2:00 p.m., New York City time, on the second business day prior to the expiration date, which we sometimes refer to as the "price determination date."

The dealer manager will calculate the exchange offer yield, the total exchange price and accrued interest, and its calculations will be final and binding absent manifest error. We will publicly announce the exchange offer yield and total exchange price for the old notes promptly after they are determined by the dealer manager.

You can obtain recently calculated hypothetical quotes of the yield of the reference U.S. Treasury Security, the hypothetical exchange offer yield and the total exchange price for the old notes prior to the pricing time, and can obtain the actual yield on the reference U.S. Treasury Security, exchange offer yield and the total exchange price for the old notes after the pricing time, by contacting the Liability Management Group at the dealer manager at (888) 654-8637 or collect (212) 449-4914. Although the dealer manager will calculate the total exchange price for the old notes based solely on the yield on the corresponding reference U.S. Treasury Security, as described above, you can also find information regarding the closing yield to maturity of the U.S. Treasury Security on any trading day in *The Wall Street Journal* and *The New York Times*.

Illustrative Example

The information provided in the following table is for illustrative purposes only, and we make no representation with respect to the actual consideration that may be paid pursuant to the exchange offer. The exchange offer yield and total exchange price may be greater or less than that shown in the following table, depending on the yield on the U.S. Treasury Security as of the price determination date.

The following illustrates, for each old note, the hypothetical exchange offer yield and total exchange price per \$1,000 principal amount of old notes, a settlement date of , 2004 and reference U.S. Treasury Security yields as of 2:00 P.M., New York City time, on , 2004. Please see Annex A.

attached hereto, for further pricing details.

Security	Maturity Date	Bloomberg Page	Reference U.S. Treasury Security	Reference U.S. Treasury Security Yield As of 2:00 P.M.	Fixed Spread (in basis points)
7.350% Note Due 2007	May 15, 2007	PX1	3.125% due May 15, 2007	%	

Exchange offer yield: %

Total exchange price: \$

Early participation payment (to be paid in cash): \$

Formula:

(total exchange price) – (early participation payment) = Principal Amount of New Notes (\$)

Example A: Investor tenders \$10,000,000 of old notes on or prior to the early participation date and receives:

Principal amount of new notes equal to: \$

Cash in lieu of fractional par amount of new notes: \$

Early participation payment of: \$

Example B: Investor tenders \$10,000,000 of old notes after the early participation date but on or prior to the expiration date and receives:

Principal amount of new notes equal to: \$

Cash in lieu of fractional par amount of new notes: \$

Settlement Date

We will deliver the new notes and pay any cash amounts on the settlement date, which will be the third business day following the expiration date or as soon as practicable thereafter. We will not be obligated to deliver new notes or pay any cash amounts unless the exchange offer is consummated.

Procedures for Tendering Old Notes

The tender to us of old notes by you as set forth below and our acceptance of the old notes will constitute a binding agreement between us and you upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal. Except as set forth below, to tender old notes for exchange pursuant to the exchange offer, you must transmit a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal or, in the case of a book-entry transfer, an agent's message in lieu of such letter of transmittal, to Global Bondholder Services Corporation, as exchange agent, at the address set forth on the back cover of this prospectus on or prior to the expiration date. In addition, either:

- a timely confirmation of a book-entry transfer (a "book-entry confirmation") of such old notes, if such procedure is available, into the exchange agent's account at DTC pursuant to the procedure for book-entry transfer, as described below under "—Book Entry Transfers," must be received by the exchange agent, on or prior to the expiration date, with the letter of transmittal or an agent's message in lieu of such letter of transmittal, or
- certificates for such old notes must be received by the exchange agent along with the letter of transmittal.

The term "agent's message" means a message, transmitted by DTC to and received by the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has received and agrees to be bound by the letter of transmittal and that we may enforce such letter of transmittal against such participant.

The method of delivery of old notes, letters of transmittal and all other required documents is at your election and risk. If such delivery is by regular U.S. mail, it is recommended that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. No letter of transmittal or old notes should be sent to us.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the old notes surrendered for exchange are tendered:

- by a holder of the old notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal, or
- for the account of an Eligible Institution (as defined below).

In the event that signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, such guarantees must be by a firm which is a member of the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange Medallion Program (each such entity being hereinafter referred to as an "Eligible Institution"). If old notes are registered in the name of a person other than the signer of the letter of transmittal, the old notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as we or the exchange agent determine in our sole discretion, duly executed by the registered holders with the signature thereon guaranteed by an Eligible Institution.

We or the exchange agent in our sole discretion will make a final and binding determination on all questions as to the validity, form, eligibility (including time of receipt) and acceptance of old notes tendered for exchange. We reserve the absolute right to reject any and all tenders of any particular old note not properly tendered or to not accept any particular old note which acceptance might, in our judgment or our counsel's, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to any particular old note either before or after the expiration date (including the right to waive the ineligibility of any holder who seeks to tender old notes in the exchange offer). Our or the exchange agent's

interpretation of the terms and conditions of the exchange offer as to any particular old note either before or after the expiration date (including the letter of transmittal and the instructions thereto) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes for exchange must be cured within a reasonable period of time, as we determine. We are not, nor is the exchange agent or any other person, under any duty to notify you of any defect or irregularity with respect to your tender of old notes for exchange, and no one will be liable for failing to provide such notification.

If the letter of transmittal is signed by a person or persons other than the registered holder or holders of old notes, such old notes must be endorsed or accompanied by powers of attorney signed exactly as the name(s) of the registered holder(s) that appear on the old notes.

If the letter of transmittal or any old notes or powers of attorneys are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing. Unless waived by us or the exchange agent, proper evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

Absence of Dissenters' Rights

Holders of the old notes do not have any appraisal or dissenters' rights in connection with the exchange offers.

Acceptance of Old Notes for Exchange; Delivery of New Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, up to \$400,000,000 aggregate principal amount of the old notes validly tendered and not withdrawn and will issue the new notes promptly after acceptance of the old notes. See "— Conditions to the Exchange Offer." For purposes of the exchange offer, we shall be deemed to have accepted properly tendered old notes for exchange if and when we give oral (confirmed in writing) or written notice to the exchange agent.

In all cases, issuance of new notes for old notes that are accepted for exchange will be made only after timely receipt by the exchange agent of:

- certificates for such old notes or a timely book-entry confirmation of such old notes into the exchange agent's account at DTC,

-
- a properly completed and duly executed letter of transmittal or an agent's message in lieu thereof; and
 - all other required documents.

Holders may submit all or part of their old notes currently held.

In the event that holders of old notes tender, in the aggregate, more than the maximum principal amount we are offering to exchange, we will accept for exchange only old notes in an aggregate principal amount up to the maximum principal amount we are offering to exchange on a *pro rata* basis among the tendering holders.

Book-Entry Transfers

For purposes of the exchange offer, the exchange agent will request that an account be established with respect to the old notes at DTC within two business days after the date of this prospectus, unless the exchange agent already has established an account with DTC suitable for the exchange offer. Any financial institution that is a participant in DTC may make book-entry delivery of old notes by causing DTC to transfer such old notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. Although delivery of old notes may be effected through book-entry transfer at DTC, the letter of transmittal or facsimile thereof or an agent's message in lieu thereof, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the exchange agent at the address set forth on the back cover of this prospectus on or prior to the expiration date.

Withdrawal Rights

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date. To be effective, a written notice of withdrawal must be received by the exchange agent at the address set forth on the back cover of this prospectus. This notice must specify:

- the name of the person having tendered the old notes to be withdrawn;
- the old notes to be withdrawn (including the principal amount of such old notes); and
- where certificates for old notes have been transmitted, the name in which such old notes are registered, if different from that of the withdrawing holder.

If certificates for old notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution, unless such holder is an Eligible Institution. If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of DTC.

We or the exchange agent will make a final and binding determination on all questions as to the validity, form and eligibility (including time of receipt) of such notices. Any old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old notes tendered for exchange but not exchanged for any reason will be returned to the holder without cost to such holder (or, in the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described above, such old notes will be credited to an account maintained with DTC for the old notes) promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be retendered by following one of the procedures described under "— Procedures for Tendering Old Notes" above at any time on or prior to the expiration date.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, we are not required to accept for exchange, or to issue new notes in exchange for, any old notes and may terminate or amend the exchange offer, if any of the

following events occur prior to acceptance of such old notes:

16

(a) there shall be threatened, instituted or pending any action or proceeding before, or any injunction, order or decree shall have been issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission,

(1) seeking to restrain or prohibit the making or consummation of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result thereof, or

(2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the old notes pursuant to the exchange offer;

or any statute, rule, regulation, order or injunction shall be sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any government or governmental authority, domestic or foreign, or any action shall have been taken, proposed or threatened, by any government, governmental authority, agency or court, domestic or foreign, that in our sole judgment might, directly or indirectly, result in any of the consequences referred to in clauses (1) or (2) above; or

(b) there shall have occurred:

(1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market,

(2) any limitation by a governmental agency or authority which may adversely affect our ability to complete the transaction contemplated by the exchange offer,

(3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit, or

(4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the foregoing existing at the time of the commencement of the exchange offer, a material acceleration or worsening thereof; or

(c) any change (or any development involving a prospective change) shall have occurred or be threatened in our business, properties, assets, liabilities, financial condition, operations, results of operations or prospects and our subsidiaries taken as a whole that, in our reasonable judgment, is or may be adverse to us, or we have become aware of facts that, in our reasonable judgment, have or may have adverse significance with respect to the old notes or the new notes;

which in our reasonable judgment in any case, and regardless of the circumstances (including any action by us) giving rise to any such condition, makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange.

Additionally, notwithstanding any other provision of the exchange offer, we are not required to accept for exchange, or to issue new notes in exchange for, any old notes and may terminate or amend the exchange offer, if less than \$150,000,000 of the outstanding principal amount of old notes are validly tendered and not withdrawn by expiration of the exchange offer.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any condition or may be waived by us in whole or in part at any time in our reasonable discretion. Our failure at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time.

In addition, we will not accept for exchange any old notes tendered, and no new notes will be issued in exchange for any such old notes, if at such time any stop order shall be threatened or in effect with respect to the Registration Statement, of which this prospectus constitutes a part, or the qualification of the Indenture under the Trust Indenture Act of 1939, as amended.

Although we have no present plans or arrangements to do so, we reserve the right to amend, at any time, the terms of the exchange offer. We will give holders notice of any amendments if required by applicable law.

17

Exchange Agent

Global Bondholder Services Corporation has been appointed as the exchange agent for the exchange offer. Letters of transmittal and all correspondence in connection with the exchange offer should be sent or delivered by each holder of old securities, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at the address and telephone number set forth on the back cover of this prospectus. We will pay the exchange agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith.

Delivery of the letter of transmittal to an address other than as set forth above or transmission of such letter of transmittal via facsimile other than as set forth above does not constitute a valid delivery of the letter of transmittal.

Information Agent

Global Bondholder Services Corporation has been appointed as the information agent for the exchange offer. Questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the information agent at the address and telephone number set forth on the back cover of this prospectus. Holders of old notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the exchange offer. We will pay the information agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith.

Dealer Manager

We have retained Merrill Lynch to act as dealer manager in connection with the exchange offer. We will pay a customary fee to the dealer manager for soliciting the exchange of old notes in the exchange offer. We will also reimburse the dealer manager for its reasonable out-of-pocket expenses. The obligation of the dealer manager to perform its functions is subject to customary conditions. We have agreed to indemnify the dealer manager against various liabilities under the federal securities laws. The dealer manager may contact holders of old notes by mail, telephone, facsimile transmission and personal interviews and may request brokers, dealers and other nominee stockholders to forward materials relating to the exchange offer to beneficial owners. At any given time, Merrill Lynch, Pierce, Fenner & Smith Incorporated may trade the old notes or other of our securities for its own account or for the accounts of its customers and, accordingly, may hold a long or short position in the old notes.

Merrill Lynch, Pierce, Fenner & Smith Incorporated has provided in the past, and/or is currently providing, other investment banking and financial advisory services to us and our affiliates. Merrill Lynch, Pierce, Fenner & Smith Incorporated may continue to provide various investment banking and other services to us, and our affiliates, for which it would receive customary compensation from us.

Questions regarding the terms of the exchange offer may be directed to the dealer manager at its address and telephone number listed below:

Merrill Lynch & Co.
4 World Financial Center
New York, New York 10080
Attention: Liability Management Group

(888) 654-8637 (toll free)
(212) 449-4906 (call collect)

From time to time, the dealer manager has provided us with investment banking and other services for customary compensation.

Other Fees and Expenses

We will bear the expenses of soliciting tenders of the old notes. The principal solicitation is being made by mail. Additional solicitations may, however, be made by e-mail, facsimile transmission, telephone or in person by the dealer manager and the information agent, as well as by our officers and other

18

employees and those of our affiliates. No additional compensation will be paid to any officers or employees who engage in soliciting exchanges. All other registration expenses, including fees and expenses of the Trustee under the Indenture relating to the new notes, filing fees, blue sky fees and printing and distribution expenses will be paid by us.

Tendering holders of old notes will not be required to pay any fee or commission to the dealer manager. If, however, a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution, that holder may be required to pay brokerage fees or commissions.

Transfer Taxes

You will not be obligated to pay any transfer taxes in connection with the tender of old notes in the exchange offer unless you instruct us to register new notes in the name of, or request that old notes not tendered or accepted in the exchange offer be returned to, a person other than the registered tendering holder. In those cases, you will be responsible for the payment of any applicable transfer taxes.

Consequences of Failing to Exchange Old Notes

The trading market for outstanding notes not exchanged in the exchange offer may be more limited than it is at present. Therefore, if your old notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your unexchanged old notes. See "Risk Factors—Consequences of Failure to Exchange."

19

DESCRIPTION OF NEW NOTES

The following description is a summary of certain material provisions of the Indenture. It does not restate the agreement in its entirety. We urge you to read the Indenture because it, and not this description, defines your rights as holders of these new notes. We have filed copies of the Indenture as an exhibit to the Registration Statement which includes this prospectus. Capitalized terms used herein but not defined have the meanings set forth in the Indenture.

The new notes will be issued under the Eighth Supplemental Indenture, to be dated as of the settlement date, to the senior indenture dated as of January 15, 1991, as supplemented by the First Supplemental Indenture, dated as of May 19, 1997, the Second Supplemental Indenture, dated as of April 26, 1999, the Third Supplemental Indenture, dated as of May 23, 2000, the Fourth Supplemental Indenture, dated as of February 6, 2001, the Fifth Supplemental Indenture, dated as of July 5, 2001, the Sixth Supplemental Indenture, dated as of April 30, 2002 and the Seventh Supplemental Indenture, dated as of April 30, 2002 (as amended or supplemented from time to time, the "Indenture") between Norfolk Southern Corporation and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor Trustee (the "Trustee"). The new notes are a new series of debt securities under the Indenture.

The terms of the new notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (the "Trust Indenture Act"). You can find the definitions of certain terms used in this description under the subheading "Certain Definitions."

General

The new notes will mature on September 1, 2014. The new notes will bear interest from the date of issuance, payable semiannually in arrears on March 15 and September 15, commencing on September 15, 2004, to the persons who are holders of record on the close of business on the immediately preceding March 1 and September 1.

The new notes will bear interest at a rate per annum equal to the sum of (a) the yield on the 4.75% U.S. Treasury Note due May 15, 2014, as of 2:00 p.m., New York City time (as indicated on the Bloomberg screen page PX1), on the second business day prior to the expiration date, and (b) % (basis points). The Trustee will authenticate and deliver the new notes.

Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. If any interest payment date or the maturity date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due, and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date or such Maturity Date, as the case may be. "Business Day" means any day, other than a Saturday or Sunday, on which banking institutions in the city of New York are open for business.

Ranking

The new notes will be senior unsecured obligations of the Corporation and will rank equally with all of our other senior unsecured indebtedness. As of June 30, 2004, we had \$5,891 million of outstanding senior indebtedness (none of which is secured indebtedness) not including the debt of our subsidiaries. Because we are a holding company, the new notes effectively will rank junior to all liabilities of our subsidiaries. As of June 30, 2004, total liabilities (other than intercompany liabilities) of our railroad subsidiaries were approximately \$7,430 million and debt of our subsidiaries was approximately \$956 million.

Redemption

The new notes are not redeemable prior to maturity.

Sinking Fund

The new notes are not subject to any sinking fund.

20

Certain Covenants

The Indenture contains the covenants summarized below, which will be applicable (unless waived or amended) so long as any of the new notes offered hereby are outstanding.

Limitations on Liens on Stock or Indebtedness of Principal Subsidiaries

The Corporation will not, and will not permit any of its Subsidiaries 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, now owned or hereafter acquired, of any Principal Subsidiary, to secure any Obligation (other than the new notes) of the Corporation, any Subsidiary or any other person, without in any such case making effective provision whereby all of the outstanding new notes are secured on an equal and ratable basis with the obligations so secured. This restriction does not 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. This provision does not restrict any other property of the Corporation or its Subsidiaries. "Obligation" is defined as indebtedness for money borrowed or indebtedness evidenced by a bond, note, debenture or other evidence of indebtedness. "Purchase Money Lien" is defined as any mortgage, pledge, lien, encumbrance, charge or security interest of any kind upon any stock or indebtedness of any Principal Subsidiary acquired after the date any new 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. "Principal Subsidiary" is defined as NSR. "Subsidiary" is defined as 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. The Indenture does not prohibit the sale by the Corporation or any Subsidiary of any stock or indebtedness of any Subsidiary.

Limitations on Funded Debt

The Indenture provides that the Corporation will 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. The limitation on Funded Debt will not apply to, and there will be excluded from Funded Debt in any computation under such restriction, Funded Debt secured by:

- (1) Liens on real or physical property of any corporation existing at the time such corporation becomes a Subsidiary;
- (2) 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;
- (3) 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;
- (4) Liens in favor of the Corporation or any Restricted Subsidiary;
- (5) 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 provisions of any statute;
- (6) 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;
- (7) 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;

- (8) 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;
- (9) 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;
- (10) 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;
- (11) Liens incurred (no matter when created) in connection with a Securitization Transaction;
- (12) 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 liens proceeding and existing at the time of the repossession, foreclosure, or like proceeding;
- (13) 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
- (14) any extension, renewal, refunding or replacement of the foregoing.

The definitions set forth below apply only to the foregoing limitations on Funded Debt.

"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 (1) all current liabilities (due within one year) as shown on such balance sheet, (2) applicable reserves, (3) 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 (4) Intangible Assets and liabilities relating thereto.

"Funded Debt" means (1) any indebtedness of a Restricted Subsidiary maturing more than 12 months after the time of computation thereof; (2) 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), (3) all preferred stock of such Restricted Subsidiaries, and (4) all Capital Lease Obligations (as defined in the Indenture) of a Restricted Subsidiary.

"Indebtedness" means, at any date, without duplication, (1) 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 (2) 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.

"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: (1) all trade names, trademarks, licenses, patents, copyrights, service marks, goodwill and other like intangibles; (2) organizational and development costs; (3) 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 (4) unamortized debt discount and expense, less unamortized premium.

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

"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.

"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 (1) which is formed for the purpose of effecting one or more Securitization Transactions and engaging in other activities reasonably related thereto and (2) as to which no portion of the Indebtedness (as defined in the Indenture) 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 (1) a Securitization Subsidiary or (2) 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.

Events of Default

Under the Indenture, an "event of default" includes the following:

- failure to pay any principal or premium, if any, when due;
- failure to pay any interest when due, and this failure continues for 30 days and the time for payment has not been extended or deferred;
- failure to pay any sinking fund installment when due;
- failure to perform any covenant in the Indenture, and the failure continues for 90 days;
- acceleration of any indebtedness of the Corporation (or any "significant subsidiary" of the Corporation, as defined in the federal securities laws) in an aggregate principal amount that exceeds \$30,000,000; and
- certain events of bankruptcy, insolvency or reorganization.

If an event of default occurs and is continuing, either the Trustee or the holders of at least 25%, in aggregate principal amount, of the outstanding debt securities affected by the default, may notify the Corporation (and the Trustee, if notice is given by the holders) and declare that the unpaid principal, premium, and accrued interest, if any, is due and payable immediately. However, under certain circumstances, the holders of a majority in aggregate principal amount of outstanding debt securities may be able to rescind and annul this declaration for accelerated payment. The Corporation will furnish the Trustee with an annual statement that describes how the Corporation has performed its obligations under the Indenture, and that specifies any defaults that may have occurred.

Satisfaction and Discharge of Indenture

The Corporation may terminate its obligations with respect to a series of debt securities under the Indenture if:

- all the outstanding debt securities have been delivered to the Trustee for cancellation;
- the Corporation has paid all sums it is required to pay under the Indenture; or
- the Corporation deposits with the Trustee sufficient funds, or the equivalent thereof, to cover payments due under the Indenture.

As a condition to defeasance, the Corporation must deliver to the Trustee an opinion of counsel to the effect that (i) the holders will not recognize gain or loss on such debt securities for federal income tax purposes solely as a result of the Corporation's defeasance, and (ii) the holders will be subject to federal income tax in the same amounts and at the same times as would have been the case if the Corporation's defeasance had not occurred. In the event of defeasance, holders of debt securities must look to the funds the Corporation has deposited with the Trustee to cover payments due under the Indenture.

Modification and Waiver

The Corporation and the Trustee may modify or amend the Indenture by obtaining the written consent of the individuals who hold at least a majority, in aggregate principal amount, of the outstanding debt securities of each series that is affected. However, certain changes can be made only with the consent of each holder of an outstanding series of debt securities. For example, each holder must consent to changes in:

- the stated maturity date;
- the principal, premium, or interest payments, if any;
- the place or currency of any payment;
- the rights of holders to enforce payment;
- the percentage of outstanding debt securities of any series, if the consent of the holders of those debt securities is needed to modify, amend or waive certain provisions of the Indenture;

-
- the conversion provisions of any convertible debt security; or
 - the subordination provisions.

The holders of a majority, in aggregate principal amount, of the outstanding debt securities of any series can consent, on behalf of the holders of the entire series, to waive certain provisions of the Indenture. In addition, these holders also can consent to waive any past default under the Indenture, except:

- a default in any payments due; and
- a default on an Indenture provision that can be modified or amended only with the consent of each holder of an outstanding debt security.

Consolidation, Merger and Sale of Assets

The Corporation cannot merge with, or sell, transfer or lease substantially all of its assets to, another corporation, without the consent of the holders of a majority, in aggregate principal amount, of the outstanding debt securities under the Indenture, unless:

- the successor corporation is organized and existing under the laws of the United States and assumes the Corporation's obligations under the Indenture;
- after giving effect to the transaction, no event of default (and no event which, after notice or lapse of time, would become an event of default) will have occurred and be continuing; and
- the successor corporation executes a supplemental indenture that assumes the obligations of the Indenture, satisfies the Trustee, and provides the necessary opinions and certificates.

Since the Corporation is a holding company, if one of its subsidiaries distributes its assets as a result of a liquidation or recapitalization of that subsidiary, the rights of the Corporation, of the Corporation's creditors and of the holders of debt securities to participate in the subsidiary's distribution of assets will be subject to the prior claims of that subsidiary's creditors, except to the extent that the Corporation itself may be a creditor with prior claims enforceable against its subsidiary.

Form, Exchange and Transfer

Unless otherwise indicated in a supplemental indenture, the debt securities of each series will be issued only in fully registered form, without coupons, and in denominations of \$100,000 and integral multiples of \$1,000 thereof. Pursuant to the terms of the Eighth Supplemental Indenture, the new notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. At the option of the holder, subject to the terms of the Indenture and the limitations on global securities described in a supplemental indenture, debt securities of any series will be exchangeable for other debt securities of the same series, in any authorized denomination and of like tenor and aggregate principal amount. Holders can exchange or register the transfer of their debt securities, in the manner prescribed by the Corporation or the Trustee, at the office of the Corporation's security registrar or transfer agent as designated by the Corporation. Unless the debt securities provide otherwise, there is no service charge to exchange or register the transfer of debt securities. However, the Corporation may require holders to pay any taxes or other governmental charges. The Corporation can designate additional transfer agents, terminate any transfer agent, or change the office through which a transfer agent acts, but the Corporation must maintain a transfer agent in each place where debt securities payments are made.

Concerning The Trustee

Unless the related supplemental indenture indicates otherwise, U.S. Bank Trust National Association will be the trustee under the Indenture, and will act as the security registrar and paying agent for the Corporation's debt securities.

The holders of a majority, in aggregate principal amount, of the debt securities of any series will have the right to direct the time, method and place to conduct any proceeding to exercise any remedy available

to the Trustee, subject to certain exceptions. The Indenture provides that if an event of default occurs (and is not cured) with respect to a series of debt securities, the Trustee will be required, in the exercise of its power, to use the same degree of care a prudent person would use in the conduct of that person's own affairs. Subject to this standard, the Trustee is not obligated to exercise any of its powers under the Indenture at the request of a debt securities holder, unless the holder offers to indemnify the Trustee against any loss, liability or expense, and then only to the extent required by the terms of the Indenture.

Further Issues

We may from time to time, without notice to or the consent of the registered holders of the new notes, create and issue further notes ranking *pari passu* with the new notes in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such further notes or except for the first payment of interest following the issue date of such further notes) and so that such further notes may be consolidated and form a single series with the new notes and have the same terms as to status, redemption or otherwise as the new notes.

Governing Law

The Indenture and the new notes will be governed by and construed in accordance with the laws of the State of New York, except to the extent that the Trust Indenture Act shall be applicable.

BOOK-ENTRY; DELIVERY AND FORM

The following are summaries of certain rules and operating procedures of DTC that affect the payment of principal and interest and the transfers of interests in the global notes. Upon issuance, the notes will be issued only in the form of one or more definitive global securities which will be deposited with, or on behalf of, DTC and registered in the name of Cede & Co., as nominee of DTC. Unless and until it is exchanged in whole or in part for notes in definitive form under the limited circumstances described below, a global note may not be transferred except as a whole (1) by DTC to a nominee, (2) by a nominee of DTC to DTC or another nominee of DTC or (3) by DTC or any such nominee to a successor of DTC or a nominee of such successor.

Ownership of beneficial interests in a global note will be limited to persons that have accounts with DTC for such global note ("participants") or persons that may hold interests through participants. Upon the issuance of a global note, DTC will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal amounts of the notes represented by such global note beneficially owned by such participants. Ownership of beneficial interests in the global notes will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by DTC (with respect to interests of participants). The laws of some states may require that certain purchasers of securities take physical delivery of

such securities in definitive form. Such laws may limit or impair the ability to own, transfer or pledge beneficial interests in the global notes.

So long as DTC or its nominee is the registered owner of a global note, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global note for all purposes under the Indenture. Except as set forth below, owners of beneficial interests in a global note will not be entitled to have notes represented by such global note registered in their names, will not receive or be entitled to receive physical delivery of such notes in certificated form and will not be considered the registered owners or holders thereof under the Indenture. Accordingly, each person owning a beneficial interest in a global note must rely on the procedures of DTC and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the Indenture. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a global note desires to give or take any action that a holder is entitled to give or take under the Indenture, DTC would authorize the participants holding the relevant beneficial interests to give or take such action, and such participants would authorize beneficial owners owning through such participants to give or to take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Principal and interest payments on interests represented by a global note will be made to DTC or its nominee, as the case may be, as the registered owner of such global note. None of Norfolk Southern, the

Trustee or any other agent of Norfolk Southern or agent of the Trustee will have any responsibility or liability for any facet of the records relating to or payments made on account of beneficial ownership of interests. We expect that DTC, upon receipt of any payment of principal or interest in respect of a global note, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in such global note as shown on the records of DTC. We also expect that payments by participants to owners of beneficial interests in the global notes held through such participants will be governed by standing customer instructions and customary practice, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

If DTC is at any time unwilling or unable to continue as depository for the notes, and we fail to appoint a successor depository registered as a clearing agency under the Securities Exchange Act of 1934 (the "Exchange Act") within 90 days, we will issue notes in definitive form in exchange for the respective global notes. Any notes issued in definitive form in exchange for the global notes will be registered in such name or names, and will be issued in denominations of \$1,000 and integral multiples of \$1,000, as DTC shall instruct the Trustee. It is expected that such instructions will be based upon directions received by DTC from participants with respect to ownership of beneficial interests in the global notes.

DTC is a limited purpose trust company organized under the Banking Law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold the securities of its participants and to facilitate the clearance and settlement of transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of which (and/or their representatives) own DTC. Access to the DTC book-entry system is also available to others, such as banks, brokers and dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a general discussion of certain anticipated U.S. federal income tax consequences to beneficial holders whose old notes are tendered and accepted in the exchange offer. This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change, possibly with retroactive effect. This summary does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular holder or to certain types of holders that may be subject to special tax rules (such as banks, tax-exempt entities, insurance companies, S corporations, dealers in securities or currencies, traders in securities electing to mark to market, persons that will hold the new notes as a position in a "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction or persons that have a "functional currency" other than the U.S. dollar). The discussion is limited to exchanging holders who have held the old notes as "capital assets" within the meaning of section 1221 of the Internal Revenue Code of 1986, as amended (the "Code") and (i) who are (a) citizens or residents of the United States, (b) domestic corporations or (c) trusts if, with respect to such a trust, a court within the United States can exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of the trust or certain trusts that validly elected to be treated as domestic trusts or (ii) that otherwise are subject to U.S. federal income taxation on a net income basis with respect to the old notes. Further, this discussion assumes that a substantial amount of the new notes is considered to be "traded on an established market" for U.S. federal income tax purposes and that the fair market value of each new note, determined as of the issue date, will be equal to its stated principal amount. Because the law with respect to certain U.S. federal income tax consequences of the exchange offer is uncertain and no ruling has been or will be requested from the Internal Revenue Service (the "Service") on any U.S. federal income tax matter concerning the exchange offer, no assurances can be given that the Service or a court considering these issues will agree with the positions or conclusions discussed below.

HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS AS TO THE CONSEQUENCES TO THEM OF THE EXCHANGE, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX LAWS.

Payment for Accrued but Unpaid Interest. The cash payment received by each holder for accrued but unpaid interest should be taxable to the holder as ordinary interest income in accordance with the holder's method of accounting for U.S. federal income tax purposes.

General. The exchange of old notes for new notes should qualify as a tax-free recapitalization under Section 368(a)(1)(E) of the Code. Based on the foregoing:

- a holder of old notes who exchanges such notes for new notes should recognize any gain (but not loss) realized on such old notes in an amount equal to the lesser of:

- an amount equal to the excess, if any, of (i) the sum of (a) subject to the discussion below regarding the early participation payment, any early participation payment received with respect to such tendered old notes and (b) the stated principal amount of the new notes received in exchange for such old notes over (ii) the holder's adjusted tax basis in such old notes; or
- an amount equal to the sum of (i) subject to the discussion below regarding the early participation payment, any early participation payment received with respect to such tendered old notes and (ii) the excess of (a) the stated principal amount of the new notes received in exchange for such old notes over (b) the stated principal amount of such old notes (such excess, the "excess principal amount").

Except as discussed below, gain recognized by an exchanging holder should be capital gain and should be long-term capital gain, if, at the time of the exchange, the holder's holding period for the old notes exceeded one year. Gain recognized by an exchanging holder should be treated as ordinary income to the extent of any market discount on the old notes exchanged that has accrued during the period that the exchanging holder held the old notes and that has not previously been included in income by the holder. Old notes generally should be considered to have been acquired with market discount if the stated principal amount of the old notes at the time of acquisition exceeded the holder's initial tax basis in the old notes by more than a statutory de minimis amount. Market discount accrues on a ratable basis unless the holder elects to accrue the market discount using a constant-yield method.

The gain calculation (as well as the holding period and tax basis calculations discussed below) should be made separately for each block of old notes exchanged, and a loss realized on one block of old notes may not be used to offset a gain recognized on another block of old notes. A holder's holding period for the portion of the new notes that is not attributable to excess principal amount should include such holder's holding period for the old notes exchanged therefor, but a holder's holding period for the portion of the new notes that is attributable to excess principal amount may not include such holder's holding period for the old notes exchanged therefor. The aggregate adjusted tax basis in the new notes received should be equal to the aggregate tax basis in the old notes exchanged therefor (i) subject to the discussion below regarding the early participation payment, reduced by any early participation payment received with respect to such tendered old notes and (ii) increased by the amount of any gain recognized by such holder on the exchange. The manner of allocating such aggregate adjusted tax basis in the new notes received among the individual new notes is not entirely clear under current law. Holders should consult their tax advisors in order to determine the holding period for and adjusted tax basis in the new notes received in the exchange offer.

Early Participation Payment Received in Connection with the Exchange of Old Notes for New Notes. The U.S. federal income tax treatment of the receipt of the early participation payment upon the exchange of old notes for new notes is unclear because there are no authorities that directly address the treatment of such a payment. We intend to treat any early participation payment received by a holder in connection with the exchange of old notes for new notes as additional consideration received by such holder as part of the exchange. In the event that such early participation payment is not treated as additional consideration received by a holder as part of the exchange, such payment likely would be treated as a separate payment in the nature of a fee paid for such holder's early tender of old notes, and such holder likely would recognize ordinary income in the amount of such early participation payment.

Amortizable Bond Premium. If a holder's adjusted tax basis in a new note immediately after the exchange exceeds the stated principal amount of such new note, the holder should be considered to have amortizable bond premium equal to such excess. The holder may elect to amortize this premium using a constant yield method over the term of the new note. A holder who elects to amortize bond premium may offset each interest payment on such new note by the portion of the bond premium allocable to such payment and must reduce its tax basis in such new note by the amount of the premium so amortized.

Market Discount. Accrued market discount on old notes not previously treated as ordinary income by a holder (including, as described above, in connection with the exchange of old notes for new notes) should carry over to the new notes received in exchange therefor. A holder should be required to treat any gain on the sale, exchange, retirement or other taxable disposition (collectively, a "disposition") of a new note as ordinary income to the extent of the accrued market discount on the new note at the time of the disposition unless such market discount has been previously included in income by the holder pursuant to an election by the holder to include the market discount in income as it accrues, or pursuant to a constant yield election by the holder.

Disposition of a New Note. In general, subject to the discussion above regarding market discount, a disposition of a new note should result in capital gain or loss equal to the difference between the amount realized (except to the extent such amount is attributable to accrued but unpaid interest on the new note, which amount should be taxable as ordinary interest income in accordance with such holder's method of accounting for U.S. federal income tax purposes) and the exchanging holder's adjusted tax basis in such new note immediately before such disposition (which should reflect any market discount previously included in income). When the new notes to be received by a holder are rounded downward to the nearest integral multiple of \$1,000 and the difference (that is, the fractional new note) is paid by us in cash, we intend to treat the holder as having received the aggregate amount of new notes to which such holder otherwise would have been entitled and then having disposed of such fractional new note for cash.

Backup Withholding. Under the backup withholding rules, payments of interest and payments of proceeds from any disposition of a new note may be subject to backup withholding tax unless the exchanging holder (i) is a corporation or comes within certain other exempt categories and demonstrates that fact when required or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding, and otherwise complies with applicable requirements of the backup withholding rules. Any amounts deducted and withheld should generally be allowed as a credit against the recipient's U.S. federal income tax liability, provided appropriate proof is provided under rules established by the Service. Moreover, certain penalties may be imposed by the Service on a recipient of payments that is required to supply information but that does not do so in the proper manner. Holders of new notes should consult their tax advisors regarding their qualification for exemption from backup withholding and the procedures for obtaining such an exemption.

LEGAL MATTERS

Certain legal matters with respect to the validity of the issuance of the new notes will be passed upon for

Norfolk Southern by James A. Squires, Esq. Mr. Squires, in his capacity as Vice President — Law, is a participant in various employee benefit and incentive plans, including stock option plans, offered to employees of the Corporation. As of July 20, 2004, Mr. Squires beneficially owns 8,100 shares of our common stock and has current exercisable options to purchase 80,500 shares of our common stock.

EXPERTS

The consolidated financial statements of Norfolk Southern as of December 31, 2003 and 2002, and for each of the years in the three-year period ended December 31, 2003 and the related financial statement schedule have been incorporated by reference herein and in the Registration Statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. Their audit report refers to the adoption of FASB Statement No. 143, "Accounting for Asset Retirement Obligations," and FASB Interpretation No. 46, "Consolidation of Variable Interest Entities," effective January 1, 2003.

With respect to the unaudited consolidated interim financial information for the periods ended March 31, 2004 and 2003 and June 30, 2004 and 2003, incorporated by reference herein, the independent registered public accounting firm has reported that they applied limited procedures in accordance with professional standards for a review of such information. However, their separate reports included in Norfolk Southern's quarterly reports on Form 10-Q for the quarters ended March 31, 2004 and June 30, 2004, and incorporated herein, state that they did not audit and they do not express an opinion on that consolidated interim financial information. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. The accountants are not subject to the liability provisions of Section 11 of the Securities Act of 1933 for their reports on the unaudited consolidated interim financial information because those reports are not a "report" or a "part" of the Registration Statement prepared or certified by the accountants within the meaning of Sections 7 and 11 of the Securities Act of 1933.

WHERE YOU CAN FIND MORE INFORMATION

Norfolk Southern is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In accordance with the Exchange Act, we file reports and other information with the SEC. Such reports and other information can be read and copies obtained at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The SEC maintains an internet site at <http://www.sec.gov> that contains reports and information statements and other information regarding issuers that file electronically with the SEC, including Norfolk Southern.

We have filed with the SEC a registration statement on Form S-4 (together with all amendments and exhibits, the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act") with respect to our offering of new notes. This prospectus does not contain all of the information in the Registration Statement. You will find additional information about us and the new notes in the Registration Statement. Any statements made in this prospectus concerning the provisions of legal documents are not necessarily complete and you should read the documents which are filed as exhibits to the Registration Statement or otherwise filed with the SEC.

30

INCORPORATION OF DOCUMENTS BY REFERENCE

This prospectus incorporates documents, including important business and financial information, by reference that are not part of this prospectus or delivered with this prospectus. This means that we are disclosing important information to you by referring you to those documents. You should be aware that information in a document incorporated by reference may have been modified or superseded by information that is included in other documents that were filed at a later date and which are also incorporated by reference or included in this prospectus.

Norfolk Southern has filed the following documents with the SEC and they are incorporated herein by reference:

- Annual Report on Form 10-K for the year ended December 31, 2003;
- Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2004 and June 30, 2004;
- Current Reports on Form 8-K filed on February 4, 2004 and May 18, 2004;
- Definitive Proxy Statement on Schedule 14A filed March 15, 2004; and
- All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since December 31, 2003.

All documents and reports filed by Norfolk Southern pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act with the SEC after the date of this prospectus and before the termination of the offering of the new notes shall be deemed incorporated herein by reference and shall be deemed to be a part hereof from the date of filing of such documents and reports. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We will provide without charge, upon written or oral request, to each person to whom a copy of this prospectus is delivered, a copy of any of the documents of Norfolk Southern (other than exhibits to such documents unless such exhibits are specifically incorporated by reference) incorporated by reference herein. You may request copies by writing or calling us at:

Three Commercial Place
Norfolk, Virginia 23510-2191
(757) 629-2680
Attention: Corporate Secretary

APPENDIX A

FORMULA TO DETERMINE THE TOTAL EXCHANGE PRICE

Definitions

YLD	The Exchange Offer Yield equals the sum of (x) the applicable reference United States Treasury yield (the "Reference Yield"), as calculated by the dealer manager in accordance with standard market practice, as of 2:00 p.m., New York City time, on the second business day prior to expiration, as reported on the Bloomberg Government Pricing Monitor or any recognized quotation source selected by the dealer manager in its sole discretion if the Bloomberg Government Pricing Monitor is not available or is manifestly erroneous, plus (y) applicable fixed spread in basis points, expressed as a decimal number.
CPN	The contractual rate of interest payable on the old note expressed as a decimal number.
N	The number of semi-annual interest payments on the old note, based on the Maturity Date, from (but not including) the expected Settlement Date to (and including) the Maturity Date.
S	The number of days from and including the semi-annual interest payment date immediately preceding the expected Settlement Date up to, but not including, the expected Settlement Date. The number of days is computed using the 30/360 day-count method.
Early Participation Payment	Included in the Total Exchange Price is the Early Participation Payment, equal to \$.00 per \$1,000 principal amount of a Note payable in cash.
$\sum_{k=1}^N$	Summate. The term in the brackets to the right of the summation symbol is separately calculated "N" times (substituting for "k" in that term each whole number shown between 1 and N, inclusive), and the separate calculations are then added together.
exp	Exponentiate. The term to the left of "exp" is raised to the power indicated by the term to the right of "exp."
Total Exchange Price	The applicable price (including the Early Participation Payment) of a Note per \$1,000 principal amount of a Note if notes are tendered at or prior to 5:00 p.m., New York City time, on the early participation date. The total exchange price is rounded to the nearest cent.
Principal Amount of New Notes	Principal Amount of New Notes is equal to the value of the Total Exchange Price less the Early Participation Payment.

$$\text{TOTAL EXCHANGE PRICE} = \frac{\$1,000}{(1+YLD/2) \exp (N \cdot S/180)} + \sum_{k=1}^N \left[\frac{\$1,000 (CPN/2)}{(1+YLD/2) \exp (k \cdot S/180)} - \$1,000 (CPN/2)(S/180) \right]$$

A-1

HYPOTHETICAL PRICING EXAMPLE

Set forth below is a hypothetical illustration of the Total Exchange Price of the Notes based on hypothetical data. It should, therefore, be used solely for the purpose of obtaining an understanding of the calculation of the Total Exchange Price as quoted at hypothetical rates and times and should not be used or relied upon for any other purpose.

7.35% Senior Subordinated Notes due May 15, 2007

Maturity Date	May 15, 2007
Reference Security	3.125% United States Treasury Note maturing May 15, 2007
Fixed Spread	% (basis points)
Assumed Price Determination Date and Time	2:00 p.m., New York City time, on Month , 2004
Assumed Settlement Date*	Month , 2004
Assumed Reference Yield as of Assumed Price Determination Date and Time	%
YLD	= x
CPN	= 0.0735
N	= 6

S	=
Total Exchange Price	= \$
Early Participation Payment	= \$
Principal Amount of New Notes	= \$

* Assumes closing without extension.

A-2

Manually signed copies of the letter of transmittal will be accepted. The letter of transmittal and any other required documents should be sent or delivered by each noteholder or such noteholder's broker, dealer commercial bank or other nominee to the exchange agent at one of the addresses set forth below.

The Exchange Agent for the Exchange Offer is:

Global Bondholder Services Corporation

By Registered or Certified Mail:

65 Broadway-Suite 704
New York, New York 10006

By Hand and Overnight Courier:

65 Broadway-Suite 704
New York, New York 10006

By Facsimile (for eligible institutions only):

(212) 430-3775

Confirm by Telephone:

(212) 430-3774

The Information Agent for the Exchange Offer is:

Global Bondholder Services Corporation

65 Broadway-Suite 704
New York, New York 10006
Attention: Corporate Affairs

Banks and brokers: (212) 430-3774
Toll free: (866) 470-4200

Questions and requests for assistance related to the exchange offer or for additional copies of this prospectus and the letter of transmittal may be directed to the information agent at the telephone number and address listed below.

You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

The Dealer Manager for the Exchange Offer is:

Merrill Lynch & Co

4 World Financial Center
New York, New York 10080
Attention: Liability Management Group

(888) 654-8637 (toll free)
(212) 449-4914 (call collect)

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

The Virginia Stock Corporation Act (the "Virginia Act") provides, in general, for the indemnification of Norfolk Southern's directors and officers in a variety of circumstances, which may include indemnification for liabilities under the Securities Act. Under Sections 13.1-697 and 13.1-702 of the Virginia Act, a Virginia corporation generally is authorized to indemnify its directors and officers in civil or criminal actions if they acted in good faith and believed their conduct to be in the best interests of the corporation and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful.

Article VI of Norfolk Southern's Restated Articles of Incorporation provides, in general, for mandatory indemnification of directors and officers (including former directors and officers), to the fullest extent permitted by Virginia law, against liability incurred by them in proceedings by third parties, or by or on behalf of Norfolk

Southern itself, by reason of the fact that such person is, or was, a director or officer of Norfolk Southern, or is, or was, serving at the request of Norfolk Southern as a director, officer, employee, agent or otherwise of another corporation.

Article VI of Norfolk Southern's Restated Articles of Incorporation also provides that in every instance, and to the fullest extent, permitted by Virginia corporate law in effect from time to time, Norfolk Southern directors and officers (including former directors and officers) shall not be liable to Norfolk Southern or its shareholders. Under current Virginia law, this provision cannot limit liability for willful misconduct or for a knowing violation of the criminal law.

Norfolk Southern directors and officers are covered by certain policies providing directors' and officers' liability insurance. In general, the insurers are obliged to make payments under these policies only if Norfolk Southern may indemnify a director or officer and does not or cannot do so. The policies are issued on a "claims made" basis.

Item 21. Exhibits and Financial Statement Schedules

(a) Exhibits:

Exhibit No.	Description
3.	<i>Articles of Incorporation and Bylaws.</i>
3.1	The Restated Articles of Incorporation of Norfolk Southern Corporation are incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's 10-K filed on March 5, 2001.
3.2	The Bylaws of Norfolk Southern Corporation, as amended May 13, 2004, are incorporated by reference to Exhibit 3(ii) to Norfolk Southern Corporation's 10-Q filed on July 30, 2004.
4.	<i>Instruments Defining the Rights of Security Holders, Including Indentures.</i>
4.1	Indenture, dated as of January 15, 1991, between Norfolk Southern Corporation to First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of \$750 million, incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Registration Statement on Form S-3 (No. 33-38595).

II-1

Exhibit No.	Description
4.2	First Supplemental Indenture, dated May 19, 1997, between Norfolk Southern Corporation and First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of \$4.3 billion, is incorporated by reference to Exhibit 1.1(d) to Norfolk Southern Corporation's Form 8-K filed on May 21, 1997.
4.3	Second Supplemental Indenture, dated April 26, 1999, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$400 million, is incorporated herein by reference to Exhibit 1.1(c) to Norfolk Southern Corporation's Form 8-K filed on April 30, 1999.
4.4	Third Supplemental Indenture, dated May 23, 2000, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$600 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 25, 2000.
4.5	Fourth Supplemental Indenture, dated as of February 6, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$1 billion, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on February 7, 2001.
4.6	Fifth Supplemental Indenture, dated as of July 5, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$250 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on July 5, 2001.
4.7	Sixth Supplemental Indenture, dated as of April 30, 2002, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, relating to the issuance of notes in the principal amount of \$200 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 1, 2002.
4.8	Seventh Supplemental Indenture, dated as of April 30, 2002, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, relating to the issuance of notes in the principal amount of \$100 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 1, 2002.
4.9*	Form of Eighth Supplemental Indenture between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee.
5.	<i>Opinion Re: Legality.</i>
5.1*	Opinion of James A. Squires, Esq.
10.	<i>Material Contracts.</i>
10.1	The Transaction Agreement, dated as of June 10, 1997, by and among CSX, CSX Transportation, Inc., Registrant, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC, with certain schedules thereto, previously filed, is incorporated herein by reference to Exhibit 10(a) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.

II-2

Exhibit No.	Description
10.2	Amendment No. 1, dated as of August 22, 1998, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.3	Amendment No. 2, dated as of June 1, 1999, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.4	Amendment No. 3, dated as of June 1, 1999, and executed in April 2004, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10dd to Norfolk Southern Corporation's Form 10-Q filed on July 30, 2004.
10.5	Operating Agreement, dated as of June 1, 1999, by and between Pennsylvania Lines LLC and Norfolk Southern Railway Company is incorporated herein by reference from Exhibit 10.3 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.6	Amendment No. 1, dated as of September 29, 2001, to Operating Agreement, dated as of June 1, 1999, by and between Pennsylvania Lines LLC and Norfolk Southern Railway Company, is incorporated herein by reference from Exhibit 10(e) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.7	Shared Assets Area Operating Agreement for North Jersey, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.4 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.8	Shared Assets Area Operating Agreement for South Jersey/ Philadelphia, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.9	Shared Assets Area Operating Agreement for Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.10	Amendment No. 1, dated as of June 1, 2000, to the Shared Assets Areas Operating Agreement for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(h) to Norfolk Southern Corporation's 10-K filed on March 5, 2001.

II-3

Exhibit No.	Description
10.11	Amendment No. 2, dated as January 1, 2001, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(j) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.12	Amendment No. 3, dated as of June 1, 2001, and executed in May of 2002, to the Shared Assets Area Operating Agreement for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.13	Monongahela Usage Agreement, dated as of June 1, 1999, by and among CSX Transportation, Inc., Norfolk Southern Railway Company, Pennsylvania Lines LLC and New York Central Lines LLC, with exhibit thereto, is incorporated herein by reference from Exhibit 10.7 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.14	The Agreement, entered into as of July 27, 1999, between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated herein by reference from Exhibit 10(i) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.
10.15	The Supplementary Agreement, entered into as of January 1, 1987, between the Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company (the latter a wholly owned subsidiary of Norfolk Southern Railway Company) - extending and amending a Lease, dated as of October 11, 1881 - is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
10.16	The Norfolk Southern Corporation Executive Management Incentive Plan, effective January 25, 2000, is incorporated by reference herein from Exhibit 10(l) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.
10.17	The Norfolk Southern Corporation Long-Term Incentive Plan, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(p) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.

- 10.18 The Norfolk Southern Corporation Officers' Deferred Compensation Plan, as amended effective September 26, 2000, is incorporated herein by reference to Exhibit 10(n) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
- 10.19 The Norfolk Southern Corporation Executives' Deferred Compensation Plan, as amended effective January 20, 2001, is incorporated herein by reference to Exhibit 10(o) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
- 10.20 The Directors' Deferred Fee Plan of Norfolk Southern Corporation, as amended effective January 23, 2001, is incorporated herein by reference to Exhibit 10(p) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
- 10.21 The Norfolk Southern Corporation Directors' Restricted Stock Plan, effective January 1, 1994, as restated November 24, 1998, is incorporated herein by reference from Exhibit 10(h) to Norfolk Southern Corporation's Form 10-K filed on March 24, 1999.

II-4

Exhibit No.	Description
10.22	Form of Severance Agreement, dated as of June 1, 1996, between Norfolk Southern Corporation and certain executive officers (including those defined as "named executive officers" and identified in the Corporation's Proxy Statement for the 1997 through 2001 Annual Meetings of Stockholders) is incorporated herein by reference from Exhibit 10(t) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.23	Norfolk Southern Corporation Supplemental (formerly, Excess) Benefit Plan, effective as of August 22, 1999, is incorporated herein by reference from Exhibit 10(r) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.
10.24	The Norfolk Southern Corporation Directors' Charitable Award Program, effective February 1, 1996, is incorporated herein by reference from Exhibit 10(v) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.25	The Norfolk Southern Corporation Outside Directors' Deferred Stock Unit Program, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(x) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.26	Agreement, dated as of October 1, 2001, providing enhanced pension benefits to three officers in exchange for their continued employment with Norfolk Southern Corporation for two years, is incorporated herein by reference to Exhibit 10(w) to Norfolk Southern Corporation's Form 10-Q filed on November 9, 2001. The agreement was entered into with L. Ike Prillaman, Vice Chairman and Chief Marketing Officer; Stephen C. Tobias, Vice Chairman and Chief Operating Officer; and Henry C. Wolf, Vice Chairman and Chief Financial Officer.
10.27	The Norfolk Southern Corporation Thoroughbred Stock Option Plan, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(z) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.28	The Norfolk Southern Safety Incentive Plan for Operating Agreement Employees and For Non-Operating Agreement Employees is incorporated herein by reference from Exhibit 10(aa) to Norfolk Southern Corporation's Form 10-K filed on February 13, 2004.
10.29	The Norfolk Southern Corporation Restricted Stock Unit Plan, effective January 28, 2003, is incorporated herein by reference to Exhibit 10(bb) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.30	The Norfolk Southern Corporation Executive Life Insurance Plan, as amended, effective October 1, 2003, is incorporated herein by reference to Exhibit 10 to Norfolk Southern Corporation's Form 10-Q filed on October 31, 2003.
12.	Statements Re: Computation of Ratios.
12.1*	Statement regarding the computation of ratio of earnings to fixed charges for the Registrant.
15	Letter Re: Unaudited Interim Financial Information
15.1*	Letter Re: Unaudited Interim Financial Information
23	Consents.
23.1*	Consent of KPMG LLP, independent registered public accounting firm.
23.2*	Consent of KPMG LLP and Ernst & Young LLP, independent registered public accounting firms.
23.3	Consent of James A. Squires, Esq. (included in Exhibit 5.1).

II-5

Exhibit No.	Description
24.	Powers of Attorney.
24.1	Power of Attorney included on signature page hereto.
25.	Statement Of Eligibility Of Trustee.

- 25.1* Statement of Eligibility and Qualification on Form T-1 of U.S. Bank Trust National Association, as Trustee under the Indenture relating to the Registrant's Notes due 2014.
99. **Additional Exhibits.**
- 99.1* Form of Letter of Transmittal.
- 99.2* Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- 99.3* Form of Letter to Clients.
- 99.4* Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

* Filed herewith.

(b) Financial Statement Schedules:

Schedule II — Valuation and Qualifying Accounts.

Item 22. Undertakings

(a) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated by first class mail or equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

II-6

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Norfolk Southern Corporation has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Norfolk, Commonwealth of Virginia, on August 2, 2004.

NORFOLK SOUTHERN CORPORATION

By: /s/ David R. Goode
 Name: David R. Goode
 Title: Chairman, President
 and Chief Executive Officer

Each person whose signature appears below hereby severally constitutes and appoints Henry C. Wolf, James A. Hixon, James A. Squires or any of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution and resubstitution for him or her and in his or her name, place and stead, and in any and all capacities to sign any and all amendments (including pre-effective and post-effective amendments) to this Registration Statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ David R. Goode</u> David R. Goode	Chairman, President and Chief Executive Officer and Director (Principal Executive Officer)	August 2, 2004
<u>/s/ Henry C. Wolf</u> Henry C. Wolf	Vice Chairman and Chief Financial Officer (Principal Financial Officer)	August 2, 2004

<u>/s/ Marta R. Stewart</u> Marta R. Stewart	Vice President and Controller (Principal Accounting Officer)	August 2, 2004
<u>/s/ Gerald L. Baliles</u> Gerald L. Baliles	Director	August 2, 2004
<u>/s/ Gene R. Carter</u> Gene R. Carter	Director	August 2, 2004
<u>/s/ Alston D. Correll</u> Alston D. Correll	Director	August 2, 2004
<u>/s/ Landon Hilliard</u> Landon Hilliard	Director	August 2, 2004
<u>/s/ Burton M. Joyce</u> Burton M. Joyce	Director	August 2, 2004

II-7

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Steven F. Leer</u> Steven F. Leer	Director	August 2, 2004
<u>/s/ Jane Margaret O'Brien</u> Jane Margaret O'Brien	Director	August 2, 2004
<u>/s/ Harold W. Pote</u> Harold W. Pote	Director	August 2, 2004
<u>/s/ J. Paul Reason</u> J. Paul Reason	Director	August 2, 2004

II-8

EXHIBIT INDEX

Exhibit No.	Description
3.	<i>Articles of Incorporation and Bylaws.</i>
3.1	The Restated Articles of Incorporation of Norfolk Southern Corporation are incorporated by reference to Exhibit 3(i) to Norfolk Southern Corporation's 10-K filed on March 5, 2001.
3.2	The Bylaws of Norfolk Southern Corporation, as amended May 13, 2004, are incorporated by reference to Exhibit 3(ii) to Norfolk Southern Corporation's 10-Q filed on July 30, 2004.
4.	<i>Instruments Defining the Rights of Security Holders, Including Indentures.</i>
4.1	Indenture, dated as of January 15, 1991, between Norfolk Southern Corporation to First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of \$750 million, incorporated by reference to Exhibit 4.1 to Norfolk Southern Corporation's Registration Statement on Form S-3 (No. 33-38595).
4.2	First Supplemental Indenture, dated May 19, 1997, between Norfolk Southern Corporation and First Trust of New York, National Association, as Trustee, related to the issuance of notes in the principal amount of \$4.3 billion, is incorporated by reference to Exhibit 1.1(d) to Norfolk Southern Corporation's Form 8-K filed on May 21, 1997.
4.3	Second Supplemental Indenture, dated April 26, 1999, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$400 million, is incorporated herein by reference to Exhibit 1.1(c) to Norfolk Southern Corporation's Form 8-K filed on April 30, 1999.
4.4	Third Supplemental Indenture, dated May 23, 2000, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$600 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 25, 2000.
4.5	Fourth Supplemental Indenture, dated as of February 6, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$1 billion, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on February 7, 2001.
4.6	Fifth Supplemental Indenture, dated as of July 5, 2001, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, related to the issuance of notes in the principal amount of \$250 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on July 5, 2001.
4.7	Sixth Supplemental Indenture, dated as of April 30, 2002, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, relating to the issuance of notes in the principal amount of \$200 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 1, 2002.

Exhibit No.	Description
4.8	Seventh Supplemental Indenture, dated as of April 30, 2002, between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee, relating to the issuance of notes in the principal amount of \$100 million, is incorporated herein by reference to Exhibit 4.1 to Norfolk Southern Corporation's Form 8-K filed on May 1, 2002.
4.9*	Form of Eighth Supplemental Indenture between Norfolk Southern Corporation and U.S. Bank Trust National Association, as Trustee.
5.	<i>Opinion Re: Legality.</i>
5.1*	Opinion of James A. Squires, Esq.
10.	<i>Material Contracts.</i>
10.1	The Transaction Agreement, dated as of June 10, 1997, by and among CSX, CSX Transportation, Inc., Registrant, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC, with certain schedules thereto, previously filed, is incorporated herein by reference to Exhibit 10(a) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.2	Amendment No. 1, dated as of August 22, 1998, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10.1 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.3	Amendment No. 2, dated as of June 1, 1999, to the Transaction Agreement, dated June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10.2 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.4	Amendment No. 3, dated as of June 1, 1999, and executed in April 2004, to the Transaction Agreement, dated as of June 10, 1997, by and among CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc., Consolidated Rail Corporation and CRR Holdings LLC is incorporated herein by reference from Exhibit 10dd to Norfolk Southern Corporation's Form 10-Q filed on July 30, 2004.
10.5	Operating Agreement, dated as of June 1, 1999, by and between Pennsylvania Lines LLC and Norfolk Southern Railway Company is incorporated herein by reference from Exhibit 10.3 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.6	Amendment No. 1, dated as of September 29, 2001, to Operating Agreement, dated as of June 1, 1999, by and between Pennsylvania Lines LLC and Norfolk Southern Railway Company, is incorporated herein by reference from Exhibit 10(e) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.7	Shared Assets Area Operating Agreement for North Jersey, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.4 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.

Exhibit No.	Description
10.8	Shared Assets Area Operating Agreement for South Jersey/ Philadelphia, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.5 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.9	Shared Assets Area Operating Agreement for Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference from Exhibit 10.6 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.
10.10	Amendment No. 1, dated as of June 1, 2000, to the Shared Assets Areas Operating Agreement for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(h) to Norfolk Southern Corporation's 10-K filed on March 5, 2001.
10.11	Amendment No. 2, dated as January 1, 2001, to the Shared Assets Area Operating Agreements for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(j) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.12	Amendment No. 3, dated as of June 1, 2001, and executed in May of 2002, to the Shared Assets Area Operating Agreement for North Jersey, South Jersey/Philadelphia and Detroit, dated as of June 1, 1999, by and among Consolidated Rail Corporation, CSX Transportation, Inc. and Norfolk Southern Railway Company, with exhibit thereto, is incorporated herein by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.13	Monongahela Usage Agreement, dated as of June 1, 1999, by and among CSX Transportation, Inc., Norfolk Southern Railway Company, Pennsylvania Lines LLC and New York Central Lines LLC, with exhibit thereto, is incorporated herein by reference from Exhibit 10.7 to Norfolk Southern Corporation's Form 10-Q filed on August 11, 1999.

- 10.14 The Agreement, entered into as of July 27, 1999, between North Carolina Railroad Company and Norfolk Southern Railway Company, is incorporated herein by reference from Exhibit 10(i) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.
- 10.15 The Supplementary Agreement, entered into as of January 1, 1987, between the Trustees of the Cincinnati Southern Railway and The Cincinnati, New Orleans and Texas Pacific Railway Company (the latter a wholly owned subsidiary of Norfolk Southern Railway Company) - extending and amending a Lease, dated as of October 11, 1881 - is incorporated by reference to Exhibit 10(k) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
- 10.16 The Norfolk Southern Corporation Executive Management Incentive Plan, effective January 25, 2000, is incorporated by reference herein from Exhibit 10(1) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.

Exhibit No.	Description
10.17	The Norfolk Southern Corporation Long-Term Incentive Plan, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(p) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.18	The Norfolk Southern Corporation Officers' Deferred Compensation Plan, as amended effective September 26, 2000, is incorporated herein by reference to Exhibit 10(n) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
10.19	The Norfolk Southern Corporation Executives' Deferred Compensation Plan, as amended effective January 20, 2001, is incorporated herein by reference to Exhibit 10(o) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
10.20	The Directors' Deferred Fee Plan of Norfolk Southern Corporation, as amended effective January 23, 2001, is incorporated herein by reference to Exhibit 10(p) to Norfolk Southern Corporation's Form 10-K filed on March 5, 2001.
10.21	The Norfolk Southern Corporation Directors' Restricted Stock Plan, effective January 1, 1994, as restated November 24, 1998, is incorporated herein by reference from Exhibit 10(h) to Norfolk Southern Corporation's Form 10-K filed on March 24, 1999.
10.22	Form of Severance Agreement, dated as of June 1, 1996, between Norfolk Southern Corporation and certain executive officers (including those defined as "named executive officers" and identified in the Corporation's Proxy Statement for the 1997 through 2001 Annual Meetings of Stockholders) is incorporated herein by reference from Exhibit 10(t) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.23	Norfolk Southern Corporation Supplemental (formerly, Excess) Benefit Plan, effective as of August 22, 1999, is incorporated herein by reference from Exhibit 10(r) to Norfolk Southern Corporation's Form 10-K filed on March 6, 2000.
10.24	The Norfolk Southern Corporation Directors' Charitable Award Program, effective February 1, 1996, is incorporated herein by reference from Exhibit 10(v) to Norfolk Southern Corporation's Form 10-K filed on February 21, 2002.
10.25	The Norfolk Southern Corporation Outside Directors' Deferred Stock Unit Program, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(x) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.26	Agreement, dated as of October 1, 2001, providing enhanced pension benefits to three officers in exchange for their continued employment with Norfolk Southern Corporation for two years, is incorporated herein by reference to Exhibit 10(w) to Norfolk Southern Corporation's Form 10-Q filed on November 9, 2001. The agreement was entered into with L. Ike Prillaman, Vice Chairman and Chief Marketing Officer; Stephen C. Tobias, Vice Chairman and Chief Operating Officer; and Henry C. Wolf, Vice Chairman and Chief Financial Officer.
10.27	The Norfolk Southern Corporation Thoroughbred Stock Option Plan, as amended effective January 28, 2003, is incorporated herein by reference to Exhibit 10(z) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.28	The Norfolk Southern Safety Incentive Plan for Operating Agreement Employees and For Non-Operating Agreement Employees, is incorporated herein by reference from Exhibit 10(aa) to Norfolk Southern Corporation's Form 10-K filed on February 13, 2004.

Exhibit No.	Description
10.29	The Norfolk Southern Corporation Restricted Stock Unit Plan, effective January 28, 2003, is incorporated herein by reference to Exhibit 10(bb) to Norfolk Southern Corporation's Form 10-K filed on February 24, 2003.
10.30	The Norfolk Southern Corporation Executive Life Insurance Plan, as amended, effective October 1, 2003, is incorporated herein by reference to Exhibit 10 to Norfolk Southern Corporation's Form 10-Q filed on October 31, 2003.
12.	Statements Re: Computation of Ratios.
12.1*	Statement regarding the computation of ratio of earnings to fixed charges for the Registrant.
15	Letter Re: Unaudited Interim Financial Information
15.1*	Letter Re: Unaudited Interim Financial Information
23	Consents.

- 23.1* Consent of KPMG LLP, independent registered public accounting firm.
- 23.2* Consent of KPMG LLP and Ernst & Young LLP, independent registered public accounting firms.
- 23.3 Consent of James A. Squires, Esq. (included in Exhibit 5.1).
- 24. ***Powers of Attorney.***
- 24.1 Power of Attorney included on signature page hereto.
- 25. ***Statement Of Eligibility Of Trustee.***
- 25.1* Statement of Eligibility and Qualification on Form T-1 of U.S. Bank Trust National Association, as Trustee under the Indenture relating to the Registrant's Notes due 2014.
- 99. ***Additional Exhibits.***
- 99.1* Form of Letter of Transmittal.
- 99.2* Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- 99.3* Form of Letter to Clients.
- 99.4* Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

* Filed herewith.

FORM OF
EIGHTH SUPPLEMENTAL INDENTURE
between
NORFOLK SOUTHERN CORPORATION
and
U. S. BANK TRUST NATIONAL ASSOCIATION

Dated as of , 2004

EIGHTH SUPPLEMENTAL INDENTURE
between
NORFOLK SOUTHERN CORPORATION
and
U.S. BANK TRUST NATIONAL ASSOCIATION

Dated as of , 2004

EIGHTH SUPPLEMENTAL INDENTURE, dated as of , 2004 (the "Eighth 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, the Fifth Supplemental Indenture, dated as of July 5, 2001, between the Corporation and the Trustee, the Sixth Supplemental Indenture, dated as of April 30, 2002, between the Corporation and the Trustee, and the Seventh Supplemental Indenture, dated as of April 30, 2002, 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 its Securities to be known as its % Notes due 2014 (the "Notes"), the form and substance of such series of Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Eighth Supplemental Indenture; and

WHEREAS, (a) the Corporation has requested that the Trustee execute and deliver this Eighth Supplemental Indenture pursuant to Sections 301 and 801 of the Base Indenture, (b) all requirements necessary to make this Eighth 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 Eighth Supplemental Indenture has 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 Eighth Supplemental Indenture;

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

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

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

"Business Day" means any day except a Saturday, a Sunday or a legal holiday in the City of New York on which banking institutions are authorized or required by law, regulation or executive order to close.

"Capital Lease Obligation" means any obligation arising out of any lease of property which are 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.

"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

3

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 Subsidiary, 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.

"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.

"Interest Payment Date" shall have the meaning set forth in Section 204(a).

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

"Maturity Date" shall have the meaning set forth in Section 204(a).

"Note Interest Rate" shall have the meaning set forth in Section 204(b).

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

4

"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.

"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 of which (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 intercompany 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.

5

"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.

ARTICLE II

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 201 Designation and Principal Amount.

There is hereby authorized a new series of Securities designated the % Notes due 2014. The aggregate principal amount of the new series of Securities authorized by this Supplemental Indenture shall be limited to \$ (unless the issue of such series of Securities is "reopened" pursuant to Section 801(10) of the Base Indenture 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 such 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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and this Eighth 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.

6

(a) The Notes will bear interest at the Note Interest Rate (as defined below) from , 2004 until the principal thereof becomes due and payable on September 1, 2014 (the "Maturity Date"). Interest on the Notes will be payable semi- annually in arrears on March 15 and September 15 of each year, commencing September 15, 2004 (each an "Interest Payment Date").

(b) The interest payable on any Interest Payment Date, subject to the Base Indenture, will be paid to the Person in whose name the Note is registered at the close of business on the March 1 and September 1, whether or not a Business Day, immediately preceding the Interest Payment Date. Interest and principal will be payable in U.S. dollars at the Trustee's New York corporate trust office, which is located at 100 Wall Street, Suite 1600, New York, New

York 10005.

(c) The interest rate in respect of the Notes will be % per annum (the "Note Interest Rate").

(d) In the event that an Interest Payment Date or Maturity Date, as the case may be, is not a Business Day, then payment of interest or principal, as the case may be, 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. Interest on the Notes will be computed on the basis of a 360 day year for the actual number of days elapsed.

ARTICLE III

COVENANTS

Section 301 Limitation on Liens on Stock or Indebtedness of Principal Subsidiaries.

For so long as any Notes issued pursuant to this Eighth Supplemental Indenture are Outstanding, the Corporation will not, nor will 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 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.

7

For so long as any Notes issued pursuant to this Eighth Supplemental Indenture are Outstanding, the Corporation will 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 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 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 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

8

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 as 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 material 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 liens 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 \$30 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 Notes Not Redeemable.

The Notes are not redeemable in whole or in part, at any time prior to September 1, 2014.

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.

9

ARTICLE VI

ORIGINAL ISSUE OF NOTES

Section 601 Original Issue of Notes.

Notes in the initial aggregate principal amount of \$ may, upon execution of this Eighth 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 of Base Indenture.

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 Seventh Supplemental Indenture, as supplemented by this Eighth Supplemental Indenture, are in all respects ratified and confirmed, and this Eighth 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 Eighth Supplemental Indenture.

Section 703 Governing Law.

This Eighth 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 Eighth 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 Eighth Supplemental Indenture or of the Notes, but this Eighth 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.

10

This Eighth 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.

11

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

NORFOLK SOUTHERN CORPORATION

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

U.S. BANK TRUST NATIONAL
ASSOCIATION, as Trustee

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

12

EXHIBIT A

(FORM OF 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 Depositary to the Depositary or another nominee of the Depositary) may be registered except in limited circumstances.

Unless this Note is presented by an authorized representative of The Depositary 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.

NORFOLK SOUTHERN CORPORATION

NOTE

DUE , 2014

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 _____

_____, or registered assigns, the principal sum of _____ Dollars (\$_____) on September 1, 2014 and to pay interest thereon from _____, 2004, or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually in arrears on March 15 and September 15 of each year, commencing September 15, 2004, at a rate of _____ % 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 _____ % 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 _____ % 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

A-1

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 March 1 and September 1 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 the Notes 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 ten 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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth 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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth 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

A-2

Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture or the Eighth 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.

A-3

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

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Security 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

A-4

Corporation and the Trustee, the Sixth Supplemental Indenture dated as of April 30, 2002 (the "Sixth Supplemental Indenture") between the Corporation and the Trustee, the Seventh Supplemental Indenture, dated as of April 30, 2002 (the "Seventh Supplemental Indenture") between the Corporation and the Trustee and the Eighth Supplemental Indenture dated as of _____, 2004 (the "Eighth 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, Sixth Supplemental Indenture, Seventh Supplemental Indenture and Eighth Supplemental 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 Eighth Supplemental Indenture.

The Note is not redeemable in whole or in part at any time prior to September 1, 2014. The Note is not entitled to the benefit of any sinking fund.

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 aggregate 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 interest (or premium, if any) 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, or 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

A-5

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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture or the Eighth 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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture or the Eighth 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.

A-6

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, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture or the Eighth 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, THE SEVENTH SUPPLEMENTAL INDENTURE, THE EIGHTH SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

A-7

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS.....	3
Section 101 Definition of Terms.....	3
ARTICLE II GENERAL TERMS AND CONDITIONS OF THE NOTES.....	6
Section 201 Designation and Principal Amount.....	6
Section 202 Place of Payment; Security Register for Notes.....	6
Section 203 Global Note.....	6
Section 204 Interest.....	6
ARTICLE III COVENANTS.....	7
Section 301 Limitation on Liens on Stock or Indebtedness of Principal Subsidiaries.....	7
Section 302 Limitations on Funded Debt.....	7
ARTICLE IV REDEMPTION OF THE NOTES.....	9
Section 401 Notes Not Redeemable.....	9
Section 402 No Sinking Fund.....	9
ARTICLE V FORM OF NOTES.....	9
Section 501 Form of Notes.....	9
ARTICLE VI ORIGINAL ISSUE OF NOTES.....	9
Section 601 Original Issue of Notes.....	9
ARTICLE VII MISCELLANEOUS.....	10
Section 701 Ratification of Base Indenture.....	10
Section 702 Trustee Not Responsible for Recitals.....	10

Section 703	Governing Law.....	10
Section 704	Separability.....	10
Section 705	Counterparts.....	10

[Letterhead of Norfolk Southern Corporation]

August 2, 2004

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

Re: Norfolk Southern Corporation- Registration Statement on Form S-4

Ladies and Gentlemen:

I am acting as counsel for Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), and in such capacity have acted as counsel to the Corporation in connection with the public offering of the Corporation's Notes Due 2014 (the "New Notes") to be issued under the Eight Supplemental Indenture (the "Supplemental Indenture") to the senior indenture dated as of January 15, 1991, as supplemented by the First Supplemental Indenture, dated as of May 19, 1997, the Second Supplemental Indenture, dated as of April 26, 1999, the Third Supplemental Indenture, dated as of May 23, 2000, the Fourth Supplemental Indenture, dated as of February 6, 2001, the Fifth Supplemental Indenture, dated as of July 5, 2001, the Sixth Supplemental Indenture, dated as of April 30, 2002, and the Seventh Supplemental Indenture, dated as of April 30, 2002 (as amended or supplemented from time to time, the "Indenture") between Norfolk Southern Corporation and U.S. Bank Trust National Association, formerly known as First Trust of New York National Association, as successor Trustee (the "Trustee"). The New Notes are to be issued pursuant to an exchange offer (the "Exchange Offer") for up to \$400,000,000 aggregate principal amount of the Corporation's issued and outstanding 7.350% Notes Due 2007 (the "Old Notes").

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

In rendering the opinions set forth herein, I have examined originals or copies, certified or otherwise identified to my satisfaction, of

(i) the Registration Statement on Form S-4 relating to the New Notes to be filed on the date hereof with the Securities and Exchange Commission (the "Commission") under the Act (the "Registration Statement");

Norfolk Southern Corporation
August 2, 2004
Page 2

(ii) an executed copy of the Indenture;

(iii) the form of Supplemental Indenture;

(iii) the Articles of Incorporation of the Corporation, as currently in effect;

(iv) the Amended Bylaws of the Corporation, as currently in effect;

(v) certain resolutions adopted by the Board of Directors of the Corporation relating to the Exchange Offer, the issuance of the New Notes, the Supplemental Indenture and related matters;

(vi) the Form T-1 of the Trustee filed as an exhibit to the Registration Statement; and

(vii) the form of the New Notes and a specimen certificate thereof.

I have also 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 to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. In making my examination of executed documents or documents to be executed, I have assumed that the parties thereto, other than the Corporation, 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 parties of such documents and the validity and binding effect thereof on such parties. As to any facts material to the opinions expressed herein which I did not independently establish or verify, I have relied upon statements and representations of officers and other representatives of the Corporation and others.

The opinions set forth herein are limited to Virginia corporate law which is normally applicable to transactions of the type contemplated by the Exchange Offer, the

Norfolk Southern Corporation
August 2, 2004
Page 3

Indenture, the Supplemental Indenture and the New Notes and, to the extent that judicial or regulatory orders or decrees or consents, approvals, licenses, authorizations, validations, filings, recordings or registrations with governmental authorities are relevant, to those required under such laws (all of the foregoing being referred to as "Opined on Law"). I do not express any opinion with respect to the law of any jurisdiction other than Opined on Law or as to the effect of any such non opined on law on the opinions herein stated. The opinions expressed herein are based on laws in effect on the date hereof, which laws are subject to change with possible retroactive effect.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, I am of the opinion that:

1. The Corporation has the power and authority to execute and deliver the New Notes and to consummate the transactions contemplated thereby.

2. When the New Notes (in the form examined by me) have been duly executed and authenticated in accordance with the terms of the Indenture and the Supplemental Indenture and have been delivered upon consummation of the Exchange Offer against receipt of the Old Notes surrendered in exchange therefor in accordance with the terms of the Exchange Offer, the New Notes will constitute 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 to the extent that the enforcement thereof may be limited by (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally and (B) general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

I hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. I also consent to the reference to me under the caption "Legal Matters" in the Registration Statement. In giving this consent, I do not thereby admit that I am included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ James A. Squires, Esq.

Exhibit 12.1

NORFOLK SOUTHERN CORPORATION AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(Millions of Dollars)

	Six Months Ended		Year ended December 31,			
	June 30,		2002	2001	2000	1999
	2004	2003	----	----	----	----
	----	----				
EARNINGS						
Income from continuing operations before income taxes as reported	\$ 539	\$ 586	\$ 706	\$ 553	\$ 250	\$ 351
Add:						
Total interest expenses (as detailed below)	302	609	663	674	721	708
Amortization of capitalized interest	3	5	6	5	5	4
Income (loss) of partially owned entities (1)	30	46	36	39	60	47
Subsidiaries' preferred dividend requirements	--	--	2	2	2	2
Income before income taxes, as adjusted	\$ 874	\$1,246	\$1,413	\$1,273	\$1,038	\$1,112
FIXED CHARGES						
Interest expense on debt	\$ 242	\$ 497	\$ 518	\$ 553	\$ 551	\$ 531
Other interest expense	7	5	32	2	42	35
Calculated interest portion of rent expense	20	39	40	41	40	35
NS' share of Conrail interest	33	68	73	78	88	107
Total interest expenses	302	609	663	674	721	708
Capitalized interest	5	12	11	17	18	15
Subsidiaries' preferred dividend requirement on a pretax basis	--	--	4	4	4	4
Total fixed charges	\$ 307	\$ 621	\$ 678	\$ 695	\$ 743	\$ 727
RATIO OF EARNINGS TO FIXED CHARGES	2.85	2.01	2.08	1.83	1.40	1.53

(1) Includes: (a) the distributed income of 20%-49% owned entities, net of equity recorded in undistributed income and the minority income of consolidated entities which have fixed charges; and (b) NS' share of Conrail's income before income taxes, net of equity in earnings of Conrail included in NS' income from continuing operations before taxes as reported.

The computations do not include \$0.3 million of interest expense related to \$7.8 million of debt guaranteed for a less than 50% owned entity.

The Board of Directors
Norfolk Southern Corporation:

With respect to the accompanying registration statement on Form S-4, we acknowledge our awareness of the use therein of our reports dated April 20, 2004 and July 27, 2004 related to our reviews of interim financial information.

Pursuant to Rule 436(c) under the Securities Act of 1933 (the Act), such reports are not considered part of a registration statement prepared or certified by an accountant, or reports prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.

/s/ KPMG LLP
Norfolk, Virginia
July 30, 2004

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the registration statement (and the related prospectus) for the exchange of the 7.35% Norfolk Southern Corporation debt securities maturing May 15, 2007 for debt securities maturing September 1, 2014, on Form S-4 of Norfolk Southern Corporation of our report dated January 27, 2004, with respect to the consolidated balance sheets of Norfolk Southern Corporation and subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of income, changes in stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2003, and the related financial statement schedule, which report appears in the December 31, 2003 Annual Report on Form 10-K of Norfolk Southern Corporation. Our report refers to the adoption by the Company of Financial Accounting Standards Board Statement No. 143, Accounting for Asset Retirement Obligations, and Financial Accounting Standards Board Interpretation No. 46, Consolidation of Variable Interest Entities, effective January 1, 2003.

We also consent to the reference to our firm under the heading "Experts" in the registration statement.

/s/ KPMG LLP
Norfolk, Virginia
July 30, 2004

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMS

We consent to the incorporation by reference in the registration statement (and the related prospectus) for the exchange of the 7.35% Norfolk Southern Corporation debt securities maturing May 15, 2007 for debt securities maturing September 1, 2014 on Form S-4 of Norfolk Southern Corporation of our report dated January 27, 2004, with respect to the consolidated balance sheets of Conrail Inc. and subsidiaries as of December 31, 2003 and 2002, and the related consolidated statements of income, stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2003, which report appears in the December 31, 2003 Annual Report on Form 10-K of Norfolk Southern Corporation. Our report refers to the adoption by the Company of Financial Accounting Standards Board Statement No. 143, Accounting for Asset Retirement Obligations, effective January 1, 2003.

/s/ KPMG LLP
Norfolk, Virginia
July 30, 2004

/s/ Ernst & Young LLP
Jacksonville, Florida
July 30, 2004

=====

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2) ____

U.S. BANK TRUST NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

41-1973763
I.R.S. Employer Identification No.

300 EAST DELAWARE AVENUE, 8TH FLOOR
WILMINGTON, DELAWARE 19809
(Address of principal executive offices) (Zip Code)

James Vellanti
U.S. Bank Trust National Association
100 Wall Street, Suite 1600
New York, NY 10005
Telephone (212) 361-2506
(Name, address and telephone number of agent for service)

NORFOLK SOUTHERN CORPORATION
(Exact name of obligor as specified in its charter)

VIRGINIA 52-1188014
(State or other jurisdiction of
incorporation or organization) (I.R.S. Employer
Identification No.)

THREE COMMERCIAL PLACE 23510-2191
NORFOLK, VIRGINIA
(Address of principal executive offices) (Zip Code)

DEBT SECURITIES

=====

FORM T-1

- ITEM 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.
- a) Name and address of each examining or supervising authority to which it is subject.
Comptroller of the Currency
Washington, D.C.
 - b) Whether it is authorized to exercise corporate trust powers.
Yes

ITEM 2. AFFILIATIONS WITH OBLIGOR. If the obligor is an affiliate of the Trustee, describe each such affiliation.
None

ITEMS 3-15 Not applicable because, to the best of Trustee's knowledge, the Trustee is not a trustee under any other indenture under which any other securities or certificates of interest or participation in any other securities of the obligor are outstanding and there is not, nor has there been, a default with respect to securities issued under this indenture.

ITEM 16. LIST OF EXHIBITS: List below all exhibits filed as a part of this statement of eligibility and qualification.

1. A copy of the Articles of Association of the Trustee now in effect, incorporated herein by reference to Exhibit 1 of Form T-1, Document 6 of Registration No. 333-84320.
2. A copy of the certificate of authority of the Trustee to commence business, incorporated herein by reference to Exhibit 2 of Form T-1, Document 6 of Registration No. 333-84320.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, incorporated herein by reference to Exhibit 3 of Form T-1, Document 6 of Registration No. 333-84320.
4. A copy of the existing bylaws of the Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of Form T-1, Document 6 of Registration No. 333-113995.
5. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1, Document 6 of Registration No. 333-84320.
7. Report of Condition of the Trustee as of March 31, 2004, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
8. Not applicable.
9. Not applicable.

2

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, State of New York on the 2nd day of August, 2004.

U.S. BANK TRUST NATIONAL ASSOCIATION

By: // Patrick J. Crowley

Name: Patrick J. Crowley
Title: Vice President

EXHIBIT 7

U.S. BANK TRUST NATIONAL ASSOCIATION
STATEMENT OF FINANCIAL CONDITION
AS OF MARCH 31, 2004

(\$000'S)

	3/31/2004

ASSETS	
Cash and Due From Depository Institutions	\$384,222
Fixed Assets	532
Intangible Assets	113,634
Other Assets	28,853

TOTAL ASSETS	\$527,241
LIABILITIES	
Other Liabilities	\$16,579

TOTAL LIABILITIES	\$16,579
EQUITY	
Common and Preferred Stock	\$1,000
Surplus	505,932
Undivided Profits	3,730

TOTAL EQUITY CAPITAL	\$510,662
TOTAL LIABILITIES AND EQUITY CAPITAL	\$527,241

Date: August 2, 2004

Letter of Transmittal

NORFOLK SOUTHERN CORPORATION

Offer to Exchange

Up to \$400,000,000 Outstanding Aggregate Principal Amount of

7.350% Notes Due 2007

(CUSIP No. 655844 AH 1)

for

Notes Due 2014

This Exchange Offer will expire at 5:00 p.m., New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "expiration date"). In order to be eligible to receive the early participation payment, holders of old notes must tender their old notes on or prior to 5:00 p.m. New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "early participation date").

Delivery to:

**Global Bondholder Services Corporation
As Exchange Agent**

By Registered or Certified Mail:

65 Broadway-Suite 704
New York, New York 10006

By Hand and Overnight Courier:

65 Broadway-Suite 704
New York, New York 10006

By Facsimile (for eligible institutions only):

(212) 430-3775

Confirm by Telephone:

(212) 430-3774

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL.

The undersigned acknowledges that he or she has received and reviewed the prospectus, dated _____, 2004 (the "Prospectus"), of Norfolk Southern Corporation, a Virginia corporation (the "Corporation"), and this Letter of Transmittal (the "Letter"), which together constitute the Corporation's offer (the "Exchange Offer"), to exchange its outstanding 7.35% Notes Due May 15, 2007 (the "old notes"), into new notes due September 1, 2014 (the "new notes"), in an aggregate principal amount to be determined in the manner set forth in the Prospectus and upon the terms and subject to the conditions described in the Prospectus and the Letter of Transmittal.

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered and accepted, includes an early participation payment of \$_____, which payment shall be in cash (the "early participation payment"). Holders who validly tender their old notes on or prior to 5:00 p.m. New York City time on the early participation date and do not withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment.

New notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. If, under the terms of the Exchange Offer, any tendering holder is entitled to receive new notes in a principal amount that is not an integral multiple of \$1,000, we will round downward the amount of new notes to the nearest integral multiple of \$1,000 and pay the difference in cash.

Assuming the Corporation has not previously elected to terminate the Exchange Offer, for any or no reason, in its sole and absolute discretion and subject to the conditions listed below, the Corporation will exchange up to \$400,000,000 aggregate principal amount of old notes for new notes, subject to the requirement that it receives valid tenders, not withdrawn prior to the expiration date, of at least \$150,000,000 aggregate principal amount of old notes. If old notes having an aggregate principal amount of more than \$400,000,000 are validly tendered and not withdrawn, the Corporation will accept for exchange only old notes in an aggregate principal amount up to \$400,000,000 aggregate principal amount of old notes on a *pro rata* basis among the tendering holders.

This Letter is to be completed by a holder of old notes either if certificates for such old notes are to be forwarded

By crediting the old notes to the Exchange Agent's account at the DTC using the Automated Tender Offer Program ("ATOP") and by complying with applicable ATOP procedures with respect to the Exchange Offer, including

transmitting to the Exchange Agent an Agent's Message in which the holder of the old notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter, the participant in the DTC confirms on behalf of itself and the beneficial owners of such old notes all provisions of this Letter (including all representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter to the Exchange Agent.

☐ **CHECK HERE IF TENDERED OLD NOTES ARE ENCLOSED HERewith.**

3

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Corporation the aggregate principal amount of old notes indicated above. Subject to, and effective upon, the acceptance for exchange of the old notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Corporation all right, title and interest in and to such old notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the undersigned's true and lawful agent and attorney-in-fact with respect to such tendered old notes, with full power of substitution, among other things, to cause the old notes to be assigned, transferred and exchanged. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the old notes, and to acquire new notes issuable upon the exchange of such tendered old notes, and that, when the same are accepted for exchange, the Corporation will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by the Corporation. The undersigned hereby further represents and warrants that the undersigned is the owner of the old notes.

The undersigned acknowledges that the Corporation's acceptance of old notes validly tendered for exchange pursuant to any one of the procedures described in the section of the Prospectus entitled "The Exchange Offer" and in the instructions hereto will constitute a binding agreement between the undersigned and the Corporation upon the terms and subject to the conditions of the Exchange Offer.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Corporation to be necessary or desirable to complete the sale, assignment and transfer of the old notes tendered hereby. All authority conferred or agreed to be conferred in this Letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in the section of the Prospectus entitled "The Exchange Offer—Withdrawal Rights."

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please deliver the new notes (and, if applicable, substitute certificates representing old notes for any old notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of old notes, please credit the account indicated above maintained at DTC. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the new notes (and, if applicable, substitute certificates representing old notes for any old notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Old Notes."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF OLD NOTES" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE OLD NOTES AS SET FORTH IN SUCH BOX ABOVE.

4

SPECIAL ISSUANCE INSTRUCTIONS

(See Instructions 3 and 4)

To be completed **ONLY** if certificates for old notes not exchanged and/or new notes are to be issued in the name of someone other than the person or persons whose signature(s) appear(s) on this Letter above, or if old notes delivered by book-entry transfer which are not accepted for exchange are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issue to: New notes and/or old notes to:

Name(s) _____

(Please Type or Print)

(Please Type or Print)

Address _____
(Zip Code)

(Complete Substitute Form W-9)

Credit unexchanged old notes delivered by book-entry transfer to the Book-Entry Transfer Facility account set forth below.

(Book-Entry Transfer Facility
Account Number, If Applicable)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed **ONLY** if certificates for old notes not exchanged and/or new notes are to be sent to someone other than the person or persons whose signature(s) appear(s) on this Letter above or to such person or persons at an address other than shown in the box entitled "Description of old notes" on this Letter above.

Mail: New notes and/or old notes to:

Name(s) _____
(Please Type or Print)

(Please Type or Print)

Address _____

(Zip Code)

IMPORTANT: This Letter or a facsimile hereof or an agent's message in lieu thereof (together with the certificates for old notes or a book-entry confirmation and all other required documents) must be received by the Exchange Agent prior to 5:00 p.m., New York City time, on the expiration date.

**PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL
CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.**

5

**IN ORDER TO VALIDLY TENDER OLD NOTES FOR EXCHANGE, HOLDERS OF OLD NOTES MUST
COMPLETE, EXECUTE, AND DELIVER THIS LETTER OF TRANSMITTAL.**

Except as stated in the Prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity, or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. See Instruction 11.

**PLEASE SIGN HERE
(TO BE COMPLETED BY ALL TENDERING HOLDERS)
(COMPLETE ACCOMPANYING SUBSTITUTE FORM W-9 ON REVERSE SIDE)**

x _____

x _____
Signature(s) of Owner

Date _____

Area Code and Telephone Number _____

This Letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the old notes hereby tendered or on a security position listing or by any person(s) authorized to become registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 3.

Name(s): _____
(Please Type or Print)

Capacity: _____

Address: _____
(Including Zip Code)

Principal place of business (if different from address listed above):

(Including Zip Code)

Area Code and Telephone No.: () _____

Tax Identification or Social Security Nos.: _____
**Signature Guarantee
(If Required By Instruction 3)**

**Signature(s) Guaranteed By
An Eligible Institution:** _____
(Authorized Signature)

(Title)

(Name and Firm)

Dated: _____

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer for the

1. Delivery of this Letter and Notes.

This Letter of Transmittal (this "Letter") is to be completed by holders of old notes either if certificates are to be forwarded herewith or if tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in the section of the Prospectus entitled "The Exchange Offer—Book-Entry Transfers" and an Agent's Message is not delivered. Tenders by book-entry transfer also may be made by delivering an Agent's Message in lieu of this Letter. The term "Agent's Message" means a message, transmitted by DTC to and received by the Exchange Agent and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by, and makes the representations and warranties contained in, the Letter and that the Corporation may enforce the Letter against such participant. Certificates for all physically tendered old notes, or Book-Entry Confirmation, as the case may be, as well as a properly completed and duly executed Letter (or manually signed facsimile hereof or Agent's Message in lieu thereof) and any other documents required by this Letter, must be received by the Exchange Agent at the address set forth herein prior to the expiration date. Old notes tendered hereby must be in denominations of a principal amount of \$1,000 and any integral multiple thereof.

The method of delivery of this Letter, the old notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed made only when actually received or confirmed by the Exchange Agent. If old notes are sent by mail, it is suggested that the mailing be registered mail, properly insured,

with return receipt requested, made sufficiently in advance of the expiration date to permit delivery to the Exchange Agent prior to 5:00 p.m., New York City time, on the expiration date. See the section of the Prospectus entitled "The Exchange Offer."

2. Partial Tenders (not applicable to note holders who tender by book-entry transfer).

If less than all of the old notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount of old notes to be tendered in the box above entitled "Description of Old Notes—Principal Amount Tendered." A reissued certificate representing the balance of nontendered old notes will be sent to such tendering holder, unless otherwise provided in the appropriate box on this Letter, promptly after the expiration date. ALL OF THE OLD NOTES DELIVERED TO THE EXCHANGE AGENT WILL BE DEEMED TO HAVE BEEN TENDERED UNLESS OTHERWISE INDICATED.

3. Signatures on this Letter; Bond Powers and Endorsements; Guarantee of Signatures.

If this Letter is signed by the holder of the old notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates or on the DTC's security position listing as the holder of such old notes without any change whatsoever.

If any tendered old notes are owned of record by two or more joint owners, all of such owners must sign this Letter.

If any tendered old notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this Letter as there are different registrations of certificates.

When this Letter is signed by the registered holder or holders of the old notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the new notes are to be issued, or any untendered old notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by a participant in a securities transfer association recognized signature program.

7

If this Letter is signed by a person other than the registered holder or holders of any certificate(s) specified herein, such certificate(s) must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name or names of the registered holder or holders appear(s) on the certificate(s) and signatures on such certificate(s) must be guaranteed by an Eligible Institution.

If this Letter or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Corporation, proper evidence satisfactory to the Corporation of their authority to so act must be submitted.

ENDORSEMENTS ON CERTIFICATES FOR OLD NOTES OR SIGNATURES ON BOND POWERS REQUIRED BY THIS INSTRUCTION 3 MUST BE GUARANTEED BY A FIRM WHICH IS A FINANCIAL INSTITUTION (INCLUDING MOST BANKS, SAVINGS AND LOAN ASSOCIATIONS AND BROKERAGE HOUSES) THAT IS A PARTICIPANT IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM, THE NEW YORK STOCK EXCHANGE MEDALLION SIGNATURE PROGRAM OR THE STOCK EXCHANGES MEDALLION PROGRAM (EACH AN "ELIGIBLE INSTITUTION").

SIGNATURES ON THIS LETTER NEED NOT BE GUARANTEED BY AN ELIGIBLE INSTITUTION, PROVIDED THE OLD NOTES ARE TENDERED: (I) BY A REGISTERED HOLDER OF OLD NOTES (WHICH TERM, FOR PURPOSES OF THE EXCHANGE OFFER, INCLUDES ANY PARTICIPANT IN DTC'S SYSTEM WHOSE NAME APPEARS ON A SECURITY POSITION LISTING AS THE HOLDER OF SUCH OLD NOTES) WHO HAS NOT COMPLETED THE BOX ENTITLED "SPECIAL ISSUANCE INSTRUCTIONS" OR "SPECIAL DELIVERY INSTRUCTIONS" ON THIS LETTER, OR (II) FOR THE ACCOUNT OF AN ELIGIBLE INSTITUTION.

4. Special Issuance and Delivery Instructions.

Tendering holders of old notes should indicate in the applicable box the name and address to which new notes issued pursuant to the Exchange Offer and/or substitute certificates evidencing old notes not exchanged are to be issued or sent, if different from the name or address of the person signing this Letter. In the case of issuance in a different name, the employer identification or social security number of the person named also must be indicated. Note holders tendering old notes by book-entry transfer may request that old notes not exchanged be credited to such account maintained at DTC as such note holder may designate hereon. If no such instructions are given, such old notes not exchanged will be returned to the name and address of the person signing this Letter.

5. Taxpayer Identification Number and Backup Withholding.

Federal income tax law generally requires that a tendering holder whose old notes are accepted for exchange must provide the Exchange Agent (as payor) with such holder's correct Taxpayer Identification Number (a "TIN"), which, in the case of a holder who is an individual, is such holder's social security number. If the Exchange Agent is not

provided with the correct TIN or an adequate basis for an exemption, such holder may be subject to a \$50 penalty imposed by the Internal Revenue Service and backup withholding in an amount equal to 28% of the amount of any reportable payments made to such tendering holder. If backup withholding results in an overpayment of taxes, a refund may be obtained.

To prevent backup withholding, each tendering holder that is a U.S. person (including a resident alien) must, unless an exemption applies, provide such holder's correct TIN by completing the "Substitute Form W-9" set forth herein, certifying that the TIN provided is correct (or that such holder is awaiting a TIN) and that (i) the holder is exempt from backup withholding, (ii) the holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding.

If the holder does not have a TIN, such holder should consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "W-9 Guidelines") for instructions on applying for a TIN, write "Applied For" in the space for the TIN in Part 1 of the Substitute Form W-9, and sign and date

the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set forth herein. If the holder does not provide such holder's TIN to the Exchange Agent within 60 days, backup withholding will begin and continue until such holder furnishes such holder's TIN to the Exchange Agent. NOTE: WRITING "APPLIED FOR" ON THE FORM MEANS THAT THE HOLDER HAS ALREADY APPLIED FOR A TIN OR THAT SUCH HOLDER INTENDS TO APPLY FOR ONE IN THE NEAR FUTURE.

If the old notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Guidelines for information on which TIN to report.

Exempt holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder should write "Exempt" in Part 2 of Substitute Form W-9. See the W-9 Guidelines for additional instructions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit an appropriate Form W-8 signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent.

6. Transfer Taxes.

The Corporation will pay all transfer taxes, if any, applicable to the transfer of old notes to it or its order pursuant to the Exchange Offer. If, however, new notes and/or substitute old notes not exchanged are to be delivered to, or are to be registered or issued in the name of, any person other than the registered holder of the old notes tendered hereby, or if tendered old notes are registered in the name of any person other than the person signing this Letter, or if a transfer tax is imposed for any reason other than the transfer of old notes to the Corporation or its order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering holder. EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE OLD NOTES SPECIFIED IN THIS LETTER.

7. Waiver of Conditions.

The Corporation reserves the right (subject to the limitations described in the Prospectus) to waive satisfaction of any or all conditions enumerated in the Prospectus.

8. No Conditional Tenders; Defects.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of old notes, by execution of this Letter or an Agent's Message in lieu thereof, shall waive any right to receive notice of the acceptance of their old notes for exchange.

Neither the Corporation, the Exchange Agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of old notes nor shall any of them incur any liability for failure to give any such notice.

9. Mutilated, Lost, Stolen or Destroyed Old Notes.

Any holder whose old notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address indicated above for further instructions.

10. Withdrawal Rights.

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date.

For a withdrawal of tendered old notes to be effective, a written notice of withdrawal must be received by the

participation date, in the case of old notes tendered prior to the early participation date or prior to 5:00 p.m., New York City time, on the expiration date, in the case of old notes tender after the early participation date but prior to the expiration date. Any such notice of withdrawal must (i) specify the name of the person having tendered the old notes to be withdrawn (the "Depositor"), (ii) identify the old notes to be withdrawn (including certificate number or numbers and the principal amount of such old notes), (iii) contain a statement that such holder is withdrawing such holder's election to have such old notes exchanged, (iv) be signed by the holder in the same manner as the original signature on the Letter by which such old notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer to have the Trustee with respect to the old notes register the transfer of such old notes in the name of the person withdrawing the tender and (v) specify the name in which such old notes are registered, if different from that of the Depositor. If old notes have been tendered pursuant to the procedure for book-entry transfer set forth in the section of the Prospectus entitled "The Exchange Offer—Book-Entry Transfers," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of such facility. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Corporation (which power may be delegated to the Exchange Agent), whose determination shall be final and binding on all parties. Any old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer and no new notes will be issued with respect thereto unless the old notes so withdrawn are validly retendered. Any old notes that have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of old notes tendered by book-entry transfer into the Exchange Agent's account at DTC pursuant to the book-entry transfer procedures set forth in the section of the Prospectus entitled "The Exchange Offer—Book-Entry Transfers," such old notes will be credited to an account maintained with DTC for the old notes) as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn old notes may be retendered by following the procedures described above at any time prior to 5:00 p.m., New York City time, on the early participation date or expiration date, as applicable.

11. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus, this Letter and other related documents may be directed to the Exchange Agent, at the address and telephone number indicated above. A holder of old notes may also contact Global Bondholder Services Corporation or Merrill Lynch & Co. Inc. at their respective telephone numbers set forth below, or such holder's broker, dealer, commercial bank, trust company or other nominee, for assistance concerning the Exchange Offer.

The Information Agent for
the Exchange Offer is:

Global Bondholder Services Corporation

65 Broadway-Suite 704
New York, New York 10006
Attention: Corporate Affairs

Banks and brokers: (212) 430-3774
Toll free: (866) 470-4200

The Dealer Manager
for the Exchange Offer is:

Merrill Lynch & Co.

4 World Financial Center
New York, New York 10080
Attention: Liability Management Group

(888) 654-8637 (toll free)
(212) 449-4914 (call collect)

TO BE COMPLETED BY ALL TENDERING HOLDERS OF OLD NOTES

PAYOR'S NAME: THE BANK OF NEW YORK

SUBSTITUTE

Form W-9

**Department of
the Treasury
Internal
Revenue Service**

**Payer's Request
for Taxpayer
Identification
Number ("TIN")
and Certification**

**Part 1 — PLEASE PROVIDE YOUR TIN (OR IF AWAITING A TIN,
WRITE "APPLIED FOR") IN THE BOX AT RIGHT AND CERTIFY
BY SIGNING AND DATING BELOW:**

TIN
(Social Security Number
or Employer
Identification Number)

Part 2 — For Payees Exempt From Backup Withholding (See Instructions)

Part 3 — Certification — Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE _____

DATE _____

You must cross out item (2) in Part 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU
WROTE "APPLIED FOR" IN PART 1 OF THE SUBSTITUTE FORM W-9.**

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and that I mailed or delivered an application to receive a Taxpayer Identification Number to the appropriate Internal Revenue Service Center or Social Security Administration Office (or I intend to mail or deliver an application in the near future). I understand that if I do not provide a taxpayer identification number to the Payor within 60 days, the Payor is required to withhold 28 percent of all reportable payments made to me thereafter until I provide a number.

SIGNATURE _____ DATE _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A \$50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND IN BACKUP WITHHOLDING OF 28% OF ANY REPORTABLE PAYMENTS. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

Manually signed copies of the Letter of Transmittal will be accepted. The Letter of Transmittal and any other required documents should be sent or delivered by each holder or such holder's broker, dealer commercial bank or other nominee to the Exchange Agent at one of the addresses set forth below.

The Exchange Agent for the Exchange Offer is:

Global Bondholder Services Corporation

By Registered or Certified Mail:
65 Broadway-Suite 704
New York, New York 10006

By Hand and Overnight Courier:
65 Broadway-Suite 704
New York, New York 10006

By Facsimile (for eligible institutions only):
(212) 430-3775

Confirm by Telephone:
(212) 430-3774

Questions and requests for assistance or for additional copies of this Exchange Offer or the Letter of Transmittal may be directed to the Information Agent at the telephone number and address listed below. You may also contact our broker, dealer, commercial bank, trust company or other nominee for assistance concerning the

Exchange Offer.

The Information Agent for the Exchange Offer is:

Global Bondholder Services Corporation

65 Broadway-Suite 704
New York, New York 10006
Attention: Corporate Affairs

Banks and brokers: (212) 430-3774
Toll free: (866) 470-4200

The Dealer Manager for the Exchange Offer is:

Merrill Lynch & Co

4 World Financial Center
New York, New York 10080
Attention: Liability Management Group

(888) 654-8637 (toll free)
(212) 449-4914 (call collect)

NORFOLK SOUTHERN CORPORATION

Offer to Exchange Up to \$400,000,000 Outstanding Aggregate Principal Amount of 7.350% Notes Due 2007 (CUSIP No. 655844 AH 1) for Notes Due 2014

This Exchange Offer will expire at 5:00 p.m., New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "expiration date"). In order to be eligible to receive the early participation payment, holders of old notes must tender their old notes on or prior to 5:00 p.m. New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "early participation date").

_____, 2004

To: Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Norfolk Southern Corporation (the "Corporation") is offering, upon and subject to the terms and conditions set forth in the prospectus dated _____, 2004 (the "Prospectus"), and the enclosed letter of transmittal (the "Letter of Transmittal"), to holders of our outstanding 7.35% Notes Due May 15, 2007 (the "old notes"), an opportunity to exchange into new notes due September 1, 2014 (the "new notes"), in an aggregate principal amount to be determined in the manner set forth in the Prospectus (the "Exchange Offer").

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered and accepted, includes an early participation payment of \$ _____ (the "early participation payment"). Holders who validly tender their old notes on or prior to 5:00 p.m. New York City time on the early participation date and do not withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment.

New notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. If, under the terms of the Exchange Offer, any tendering holder is entitled to receive new notes in a principal amount that is not an integral multiple of \$1,000, we will round downward the amount of new notes to the nearest integral multiple of \$1,000 and pay the difference in cash.

Assuming we have not previously elected to terminate the Exchange Offer, for any or no reason, in our sole and absolute discretion and subject to the conditions listed below, we will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes, subject to the requirement that we receive valid tenders, not withdrawn prior to the expiration date, of at least \$150,000,000 aggregate principal amount of old notes. If old notes having an aggregate principal amount of more than \$400,000,000 are validly tendered and not withdrawn, the Corporation will accept for exchange only old notes in an aggregate principal amount up to \$400,000,000 aggregate principal amount of old notes on a *pro rata* basis among the tendering holders.

We are requesting that you contact your clients for whom you hold old notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold old notes registered in your name or in the name of your nominee, or who hold old notes registered in their own names, we are enclosing the following documents:

1. Prospectus dated _____, 2004;
2. The Letter of Transmittal for your use and for the information of your clients;
3. A form of letter which may be sent to your clients for whose account you hold old notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer;

-
4. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9; and
 5. Return envelopes addressed to Global Bondholders Services Corporation, the Exchange Agent for the Exchange Offer.

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date.

If holders wish to participate in the Exchange Offer and such holders' old notes are held by a custodial entity, such as a bank, broker, dealer, trust company or other nominee through The Depository Trust Company ("DTC"), the

holder may do so through the automated tender offer program of DTC. By participating in the Exchange Offer, tendering holders will agree to be bound by the Letter of Transmittal that we are providing with the Prospectus as though such holder had signed the Letter of Transmittal.

We will not make any payments to brokers, dealers, or other persons for soliciting acceptances of the Exchange Offer. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for reasonable and necessary costs and expenses incurred by them in forwarding the Prospectus and the related documents to the beneficial owners of old notes held by them as nominee or in a fiduciary capacity. We will pay or cause to be paid all stock transfer taxes applicable to the exchange of old notes in the Exchange Offer, except as set forth in the Letter of Transmittal.

Any requests for additional copies of the enclosed materials, should be directed to Global Bondholder Services Corporation, the Exchange Agent for the Exchange Offer, at its address and telephone number set forth on the front of the Letter of Transmittal. A holder of old notes may also contact Global Bondholder Services Corporation or Merrill Lynch & Co. at their respective telephone numbers set forth below, or such holder's broker, dealer, commercial bank, trust company or other nominee, for assistance concerning the Exchange Offer.

The Information Agent for
the Exchange Offer is:

Global Bondholder Services Corporation

65 Broadway-Suite 704
New York, New York 10006
Attention: Corporate Affairs

Banks and brokers: (212) 430-3774
Toll free: (866) 470-4200

The Dealer Manager
for the Exchange Offer is:

Merrill Lynch & Co.

4 World Financial Center
New York, New York 10080
Attention: Liability Management Group

(888) 654-8637 (toll free)
(212) 449-4914 (call collect)

Very truly yours,
NORFOLK SOUTHERN
CORPORATION

Nothing herein or in the enclosed documents shall constitute you or any person as an agent of the Corporation or the Exchange Agent, or authorize you or any other person to use any document or make any statements on behalf of either of them with respect to the Exchange Offer, except for statements expressly made in the Prospectus or the Letter of Transmittal.

Enclosures

NORFOLK SOUTHERN CORPORATION

Offer to Exchange Up to \$400,000,000 Outstanding Aggregate Principal Amount of 7.350% Notes Due 2007 (CUSIP No. 655844 AH 1) for Notes Due 2014

This Exchange Offer will expire at 5:00 p.m., New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "expiration date"). In order to be eligible to receive the early participation payment, holders of old notes must tender their old notes on or prior to 5:00 p.m. New York City time on _____, 2004, unless extended by us (such date and time, as they may be extended, the "early participation date").

_____, 2004

To Our Clients:

Enclosed for your consideration is a prospectus, dated _____, 2004 (the "Prospectus"), and the related letter of transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") of Norfolk Southern Corporation (the "Corporation") to exchange its outstanding 7.35% Notes Due May 15, 2007 (the "old notes"), into new notes due September 1, 2014 (the "new notes"), in an aggregate principal amount to be determined in the manner set forth in the Prospectus and upon the terms and subject to the conditions described in the Prospectus and the Letter of Transmittal.

We want to encourage holders to tender early. Accordingly, the total exchange price, for each \$1,000 principal amount of old notes tendered and accepted, includes an early participation payment of \$ _____ (the "early participation payment"). Holders who validly tender their old notes on or prior to 5:00 p.m. New York City time on the early participation date and do not withdraw their tenders will receive the early participation payment. Holders who validly tender their old notes after the early participation date and do not withdraw their tenders will not receive the portion of the total exchange price attributable to the early participation payment.

New notes will be issued in minimum denominations of \$1,000 and integral multiples of \$1,000. If, under the terms of the Exchange Offer, any tendering holder is entitled to receive new notes in a principal amount that is not an integral multiple of \$1,000, we will round downward the amount of new notes to the nearest integral multiple of \$1,000 and pay the difference in cash.

Assuming the Corporation has not previously elected to terminate the Exchange Offer, for any or no reason, in its sole and absolute discretion and subject to the conditions listed below, the Corporation will exchange up to \$400,000,000 aggregate principal amount of the old notes for new notes, subject to the requirement that it receives valid tenders, not withdrawn prior to the expiration date, of at least \$150,000,000 aggregate principal amount of old notes. If old notes having an aggregate principal amount of more than \$400,000,000 are validly tendered and not withdrawn, the Corporation will accept for exchange only old notes in an aggregate principal amount up to \$400,000,000 aggregate principal amount of old notes on a *pro rata* basis among the tendering holders.

This material is being forwarded to you as the beneficial owner of the old notes held by us for your account but not registered in your name. **A tender of such old notes may only be made by us as the holder of record pursuant to your instructions.**

Accordingly, we request instructions as to whether you wish us to tender on your behalf the old notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal.

Your instructions should be forwarded to us as promptly as possible in order to permit us to tender the old notes on your behalf in accordance with the provisions of the Exchange Offer.

Old notes tendered before the early participation date may be withdrawn at any time prior to the early participation date. Old notes tendered after the early participation date may be withdrawn at any time prior to the expiration date.

The Corporation may, in its sole and absolute discretion, extend the expiration date and the early participation date.

Your attention is directed to the following:

1. The Exchange Offer is for up to \$400,000,000 aggregate principal amount of the old notes, subject to the requirement that the Corporation receives valid tenders, not withdrawn prior to the expiration date, of at least \$150,000,000 aggregate principal amount of old notes.

2. If old notes having an aggregate principal amount of more than \$400,000,000 are validly tendered and not withdrawn, the Corporation will accept for exchange only old notes in an aggregate principal amount up to \$400,000,000 aggregate principal amount of old notes on a *pro rata* basis among the tendering holders.
3. The Exchange Offer is subject to certain conditions set forth in the section of the Prospectus entitled "The Exchange Offer—Conditions to the Exchange Offer."
4. Any transfer taxes incident to the transfer of old notes from the holder to the Corporation will be paid by the Corporation, except as otherwise provided in the Instructions in the Letter of Transmittal.
5. The deadline to receive the early participation payment is 5:00 p.m., New York City time, on _____, 2004, unless extended by the Corporation.
6. The Exchange Offer expires at 5:00 p.m., New York City time, on _____, 2004, unless extended by the Corporation.

If you wish to have us tender your old notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter. **The Letter of Transmittal is furnished to you for information only and may not be used directly by you to tender old notes.**

2

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned acknowledge(s) receipt of your letter and the enclosed material referred to therein relating to the Exchange Offer made by Norfolk Southern Corporation with respect to its old notes.

This will instruct you to tender the old notes held by you for the account of the undersigned, upon and subject to the terms and conditions set forth in the Prospectus and the related Letter of Transmittal.

- ☐ Please tender the old notes held by you for my account as indicated below:

**Aggregate Principal Amount
of Old Notes**

7.350% Senior Secured Notes due May 15, 2007: \$ _____

- ☐ Please do not tender any old notes held by you for my account.

Dated: _____, 2004

SIGN HERE

Signature(s)

Please print name(s) here

Address(es)

Area Code and Telephone Number

Tax Identification or Social Security No(s).

None of the old notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided, your signature(s) hereon shall constitute an instruction to us to tender all old notes held by us for your account.

3

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer—Social Security numbers have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer identification numbers have nine digits separated by one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the SOCIAL SECURITY Number of—
1. An individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³

For this type of account:	Give the EMPLOYER IDENTIFICATION Number of—
6. Sole proprietorship account or single-owner LLC	The owner ³
7. A valid trust, estate or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's social security number.
- ³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one).
- ⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the identifying number of the person, representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Obtaining a Number

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, at the local office of the Social Security Administration or on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number to apply for an ITIN or Form SS-4, Application for Employer Identification Number to apply for an EIN. You can get Forms W-7 and SS-4 from the Internal Revenue Service ("IRS") by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS website at www.irs.gov.

If you do not have a number, write "Applied For" in the space for the taxpayer identification number in Part 1, sign and date the substitute Form W-9 and return it to the payor. You must provide a payor with a taxpayer identification number within 60 days. During this 60-day period, a payor has two options for withholding on reportable interest or dividend payments:

- (1) a payor must backup withhold on any withdrawals you make from the account after 7 business days after a payor receives the substitute Form W-9; or
- (2) a payor must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. Under this option, backup withholding must begin no later than 7 business days after a payor receives the Substitute Form W-9. Under this option, a payor must refund the amounts withheld if a payor receives your certified taxpayer identification number within the 60-day period and you are not otherwise subject to backup withholding during the period.

With respect to other reportable payments, if a payor does not receive your taxpayer identification number within the 60 days, a payor must backup withhold until you furnish your taxpayer identification number.

Certification

For interest, dividends and broker transactions, you must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to a payor, you must cross out item 2 in Part 3 before signing the form.

Payees and Payments Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or an individual retirement account or a custodial account under section 403(b)(7) of the Code if the account satisfies the requirements of section 401(1)(2) of the Code.
- The United States or any of its agencies or instrumentalities.
- A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies or instrumentalities.
- An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include the following:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a) of the Code.
- An entity registered at all times during the tax year under the Investment Company Act of 1940.

- A foreign central bank of issue.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. NOTE: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payor's trade or business and you have not provided your current taxpayer identification number to the payor.
- Payments of tax-exempt interest (including exempt interest dividends under section 852 of the Code).
- Payments described in section 6049(b)(5) of the Code to non-resident aliens.
- Payments on tax-free covenant funds under section 1451 of the Code.
- Payments made by certain foreign organizations.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

EXEMPT PAYEES DESCRIBED ABOVE SHOULD FILE FORM W-9 TO AVOID POSSIBLE ERRONEOUS BACKUP WITHHOLDING. FILE THIS FORM WITH THE PAYOR. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER. ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N of the Code and their regulations.

Privacy Act Notice

Section 6109 of the Code requires recipients of dividend, interest, or other payments to give taxpayer identification numbers to payors who must report the payments to the IRS. The IRS uses the numbers for identification purposes. The Payor must be given the numbers whether or not recipients are required to file the tax returns. Payors must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a taxpayer identification number to a payor. Certain penalties may also apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number. If you fail to furnish your taxpayer identification number to a payor, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information with Respect to Withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a penalty of \$500.

(3) Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX ADVISOR OR THE IRS.