

Thrift and Investment Plan



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Thrift and Investment Plan



ABOUT THE THRIFT AND INVESTMENT PLAN

The Thrift and Investment Plan of Norfolk Southern Corporation and Participating Subsidiary Companies (“TIP” or the “Plan”) is a 401(k) retirement savings plan. It is designed to help eligible employees financially prepare for retirement. Although participation in TIP is voluntary, saving through TIP is an important part of your total retirement benefit.

As a participant in TIP, you can save for your future with regular and convenient payroll deductions, and add to your savings by accumulating matching contributions from Norfolk Southern. Here are the Plan highlights, which are fully described later in this plan summary:

- **Immediate Eligibility.** Generally, you are immediately eligible to participate in TIP if you are a nonagreement employee of Norfolk Southern Corporation.
- **Automatic Enrollment and Contribution Increases.** New employees will be automatically enrolled in TIP at a Pre-Tax contribution rate of 3% of eligible pay which will be automatically increased up to 6% of pay. Your contributions will be invested in the Vanguard Target Retirement Fund that has a target date nearest to the year in which you will turn age 65.
- **Flexibility in Participation.** You may start or stop payroll deductions or change your contribution amount at any time.
- **Contribute up to 75% of Eligible Pay.** You can elect to make contributions to TIP from 1% up to 75% of your eligible pay, up to the annual limit established by the IRS.
- **Tax Benefits.** You may make Pre-Tax or Roth Contributions or a combination of both. If you contribute on a Pre-Tax basis, you will defer paying federal income taxes on contributions and earnings until your account is distributed. If you contribute on a Roth after-tax basis, you will pay federal income taxes now on your contributions but you may avoid ever paying federal income taxes on the earnings.
- **Matching Contributions.** NS matches your Pre-Tax and Roth Contributions on the first 6% of eligible pay you contribute each pay period. The match is 100% of the first 1% of your contributions, and 50% of your contributions that are between 1% and 6%. So, if you contribute 6% of your eligible pay each pay period, you will receive a Matching Contribution of 3.5% of eligible pay.
- **Investment Options and the Power of Compounding.** TIP offers you a wide range of investment funds as well as investment advice services. Using these options, and time, may allow your funds to grow significantly through the power of compounding.
- **100% Your Money.** You are always 100% vested in the funds that are in your TIP Accounts.

WHO IS ELIGIBLE

You are eligible to participate in TIP if you are a nonagreement employee of NS residing in the United States.

You are excluded from participation in TIP if you are an employee in job class M11 (generally, relief yardmaster/supervisors), job class M10 (generally, co-ops, interns and temporary employees), or are an employee in training for a position for which the rate of pay is governed by a collective bargaining agreement.

If you are an eligible employee, as described above, you are eligible to participate in TIP as of the date on which you first perform service as an employee of NS. Unless you elect not to participate in TIP, you will be automatically enrolled in TIP as described below in the "Enrollment in the Plan" section.

If you take an authorized leave of absence under NS' Leaves of Absence Policy, you may maintain your account in TIP. However, you may not make contributions to TIP during an unpaid leave of absence, and are not eligible for Matching Contributions during that time. When you return from an unpaid leave of absence, your contributions to TIP will be reinstated. After your return from a Military Leave, you may be eligible for make-up contributions (refer to the "Make-Up Contributions Following Military Service" section below).

If you are placed on Long-Term Disability, you may not make contributions to TIP and are not eligible for Matching Contributions during the time that you are on Long-Term Disability. If you are rehired from Long-Term Disability, you will again be automatically enrolled in TIP (as described below) unless you make a different election.

If you terminate employment or transfer to an agreement position, you may not make additional contributions to TIP. If you resume service as a nonagreement employee, you will again be automatically enrolled in TIP (as described below) unless you make a different election.

ENROLLMENT IN THE PLAN

You will be automatically enrolled in TIP on the first day of your nonagreement service at a Pre-Tax contribution rate of 3% of your eligible pay.

You may change your contribution amount at any time. Simply contact Vanguard if you do not want to contribute to the Plan, if you want to change your contribution rate, or method of contributions, from Pre-Tax to Roth.

If you are automatically enrolled in the plan, you can elect to withdraw all payroll contributions (adjusted for any gains or losses) by calling Vanguard within 90 days following your first paycheck in which payroll contributions were deducted. This permissible withdrawal is not subject to any early withdrawal penalty. The amount will be included in your gross income in the year in which the withdrawal occurs. You will forfeit any matching contributions.

Vanguard is TIP's record keeper and handles the day-to-day administration of TIP. The section below provides further information on how to contact Vanguard.

HOW TO CONTACT VANGUARD TO ACCESS YOUR ACCOUNT

There are two ways to contact Vanguard to access your account – either by the telephone or the internet – to:

- Opt-out of enrollment in TIP by changing your payroll deduction to zero;
- Start/stop payroll deductions or change your contribution amount;
- Transfer (exchange) your existing balance from one fund to another;
- Change your investment elections for future contributions;
- Request your account and fund balances;
- Change between Pre-Tax and Roth contributions;
- Request a loan; and
- Request forms for withdrawals permitted by TIP.

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

Telephone Access – 800-523-1188

You may speak with a Vanguard associate Monday through Friday, from 8:30 a.m. to 9:00 p.m. Eastern time (except on holidays observed by the New York Stock Exchange) to perform the transactions listed above or to get answers to specific questions about your account. Simply call 800-523-1188 and enter your Social Security number, and then press “0” to speak with a Vanguard associate. You may also dial 800-828-4487 to speak with a Spanish-speaking associate, or dial TTY 800-749-7273 if you are hearing impaired.

Upon your nonagreement employment, Vanguard will mail you detailed instructions on how to use their automated telephone voice response system to access your account information. You will be assigned a personal identification number (PIN) which, along with your Social Security number, will give you 24-hour telephone access. The automated telephone system number is also 800-523-1188.

Internet Access – www.vanguard.com

Vanguard account access allows you to execute TIP account transactions online. You may access the Vanguard website at www.vanguard.com. Click on “Personal Investors” and then “Register for website access”, and follow the step-by-step instructions. You will need to provide your first and last name, your Social Security number, your birth date, your home zip code, and the Plan number, which is 090087. If you invest in any Vanguard funds outside of TIP, such as an individual retirement account (IRA) through Vanguard, provide that account number when you sign up to view all accounts and to execute TIP account transactions online. You can find a link to www.vanguard.com on the Norfolk Southern Employee Resource Center (ERC).

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

YOUR PLAN ACCOUNT

Vanguard will create an account in your name for all the contributions to TIP that are made on your behalf. Plan contributions will be credited to your account and maintained separately within the account according to the type of contribution. Each day, your account will be credited with earnings and losses based upon the investment of the contributions within your account.

PLAN CONTRIBUTIONS

The following types of contributions can be made to TIP:

- Pre-Tax Contributions;
- Roth Contributions;
- Matching Contributions;
- Pre-Tax Rollover Contributions; and
- Roth Rollover Contributions.

PRE-TAX AND ROTH CONTRIBUTIONS

You may make Pre-Tax and/or Roth Contributions to TIP of any amount between 1% and 75% of your salary per pay period plus any Merit Cash Award made pursuant to the Norfolk Southern Corporation Annual Merit Program (Merit Cash Award), up to the maximum annual dollar amount permitted by the Internal Revenue Code. In this summary, we refer to your salary per pay period and your Merit Cash Award as your eligible pay. The annual limit for 2010 is \$16,500; if you will be age 50 anytime in 2010, it is \$22,000. Because these limits are subject to cost-of-living adjustments in subsequent years, refer to the ERC's 401(k) Information Center for current limits.

Your Pre-Tax Contribution and Roth Contribution elections must be in one-tenth percent increments. You may choose to make only Pre-Tax Contributions, only Roth Contributions, or divide your contributions between Pre-Tax and Roth Contributions.

Automatic Annual Increase Feature

In addition to automatic enrollment at a Pre-Tax Contribution of 3%, the Plan will help you continue to save:

- On July 1 of the first calendar year immediately following the year in which you begin contributing to the Plan, your Pre-Tax Contribution will increase to 4%;
- On July 1 of the following year, your Pre-Tax Contribution will increase to 5%; and
- On July 1 of the next year, your Pre-Tax Contribution will increase to 6%.

If at any time you elect to change your payroll contribution percentage, or you elect not to contribute to the Plan, you will no longer be subject to the automatic contribution increases described in this paragraph. Similarly, you may avoid any automatic contribution increase by contracting Vanguard at least 30 days before the increase is scheduled to occur.

A special rule applies to your automatic enrollment if you are automatically enrolled in TIP and terminate employment and are rehired within 24 months, or if you become ineligible to participate in TIP and then regain eligibility within a 24 month period. In this situation, your Pre-

Tax Contributions will be reinstated, plus any planned increases that would have occurred were it not for your termination or ineligibility, so long as you have not made any changes to your automatic contribution increase nor opted out of the automatic enrollment process.

You may use the automatic annual increase feature to schedule future changes to your contribution percentage. You may select an annual increase amount of 1%, 2% or 3% and you may select the month you wish the annual increase to be effective.

Pre-Tax and Roth Contributions are deducted directly from your pay and are transferred to your TIP account each pay period. Pre-Tax Contributions are deducted from your pay on a pre-tax basis, while Roth Contributions are deducted from your pay on an after-tax basis. You cannot have a Pre-Tax Contribution that has been made to TIP changed into a Roth Contribution, or vice versa.

TAX ADVANTAGES OF PRE-TAX CONTRIBUTIONS

Your Pre-Tax Contributions to TIP are deducted directly from your pay on a before-tax basis and transferred to your Pre-Tax Account. When you save with Pre-Tax Contributions, you pay no federal income tax on the money at the time you contribute it to TIP. Pre-Tax Contributions are not included as part of your taxable income on your IRS Form W-2, although they are subject to Railroad Retirement or Social Security taxes, any applicable city earnings tax and, in some states, state income tax.

Your Pre-Tax Contributions and the earnings on those contributions are **tax-deferred**. That is, any taxes payable on your Pre-Tax Contributions are due when the money is distributed to you.

TAX ADVANTAGES OF ROTH CONTRIBUTIONS

Roth Contributions to TIP are deducted directly from your pay on an after-tax basis. When you save with Roth Contributions, you pay federal income tax on the money at the time you contribute it to TIP. Distributions of your Roth contributions are always federal tax-free. The earnings on the Roth Contributions will be free from federal income tax and, in some states, state income tax when distributed if:

- The distribution occurs after you reach age 59½, become disabled, or die; AND
- A 5-year holding period has passed, beginning with the year in which you first made a Roth 401(k) contribution to TIP.

WHICH MAKES SENSE FOR ME – PRE-TAX OR ROTH CONTRIBUTIONS?

Every person's situation is different, and whether you should make Pre-Tax or Roth Contributions depends on many factors, including your current tax bracket and the tax bracket you expect to be in during retirement. Although you know your current tax bracket, there is no way to perfectly predict your tax bracket in retirement, since it will depend on a number of factors including your income in retirement, your marital status, the number of your dependents, and even government tax policy.

You can pursue tax diversification by making both Pre-Tax Contributions and Roth Contributions, but it may make more sense for you to contribute to one or the other in certain

situations. Remember, Roth Contributions are funded with after-tax dollars, while Pre-Tax Contributions are deducted from your pay before taxes are assessed. Therefore, if you believe you will be in a higher tax bracket during retirement or that tax rates in the future will be higher than they are today, Roth Contributions may be a better choice for you. On the other hand, Pre-Tax Contributions provide an immediate tax break. So, if you need to reduce your taxes currently, expect to be in a lower tax bracket at retirement, or believe that tax rates will be lower in the future than they are today, Pre-Tax contributions may be more suitable for you.

You should consult with your personal tax or financial advisor to determine whether it is better for you to make Pre-Tax or Roth Contributions, or some combination thereof.

You may also visit the 401(k) Information Center on the ERC for additional information regarding Roth Contributions, including a Roth Assessment Tool.

MAKE-UP CONTRIBUTIONS FOLLOWING MILITARY SERVICE

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, veterans who return to work after a period of qualified military service have the right to make additional Pre-Tax Contributions and Roth Contributions to TIP.

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

If you are returning from qualified military service, and elect to contribute make-up contributions, your make-up contributions must be made during the period beginning on the date of reemployment and ending on that date which is the earlier of three times the period of military service or five years from the date of reemployment. Contact Vanguard for more information about make-up contributions following military leave.

MATCHING CONTRIBUTIONS

Each pay period during which you make a Pre-Tax Contribution and/or Roth Contribution, Norfolk Southern will make a Matching Contribution to TIP. **All Matching Contributions are made on a pre-tax basis.**

The amount of the Matching Contribution will be:

- 100% of your Pre-Tax Contributions plus Roth Contributions that are attributable to the first 1% of your eligible pay per pay period.
- 50% of your Pre-Tax Contribution plus Roth Contribution that exceed 1% up to 6% of your eligible pay per pay period.

Thus, if you contribute 6% of your eligible pay to TIP each pay period as Pre-Tax Contributions, Roth Contributions, or combined Pre-Tax and Roth Contributions, you will receive the maximum Matching Contribution of 3.5% of your eligible pay.

No Matching Contribution will be made on your Pre-Tax Contributions and Roth Contributions that are greater than 6% of your eligible pay per pay period. In addition, no Matching Contribution will be made for Rollover Contributions.

Your Matching Contribution is based upon the contribution you make each pay period. To ensure that you get the maximum company match, it is important to spread your contributions out evenly over the year. **Generally, to receive the maximum match you must have at least a 6% contribution in each pay period of the year.** If you front-load your contributions and reach the annual contribution limit too early in the year, you will miss out on Matching Contributions.

To learn how to make the most of your Matching Contributions and to figure out a target payroll contribution percentage that spreads your deductions over the entire year, use the TIP Contribution Calculator found in the 401(k) Information Center on the ERC.

Matching Contributions Example

A TIP participant with an annual salary of \$62,000 has elected to save 25% of his/her salary through Pre-Tax Contributions. The participant does not have a Merit Cash Award. At the end of one year, this participant would have \$15,499.92 in Pre-Tax Contributions and \$2,169.60 in Matching Contributions, for a total of \$17,669.52 in contributions credited to the participant's plan accounts. This example does not include investment gains or losses.

	Per Semi-Monthly Pay Period	Per Year
Salary	\$2,583.33	\$62,000
Pre-Tax Contribution Rate	25%	--
Pre-Tax Contributions	\$645.83	\$15,499.92
100% Matching Contribution on the Pre-Tax Contributions that are attributable to the first 1% of eligible pay per pay period	\$25.83	\$619.92
50% Matching Contribution on the Pre-Tax Contributions that exceed 1% up to 6% of eligible pay per pay period	\$64.58	\$ 1,549.92
<i>Total Matching Contribution</i>	\$90.41	\$ 2,169.84
<i>Total Pre-Tax and Matching Contributions</i>	\$ 736.24	\$ 17,669.76

ROLLOVER CONTRIBUTIONS

Pre-Tax Rollover Contributions

If you are eligible to participate in TIP, you may “roll over” a Pre-Tax distribution to this Plan either (1) from an employer retirement plan that is tax-qualified under section 401(a) of the Internal Revenue Code, or (2) from a traditional individual retirement account (IRA). If you make a rollover contribution to TIP, you defer payment of taxes on amounts rolled over including any fund earnings credited as a result of your Pre-Tax Rollover Contribution.

You can roll over a distribution if:

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

How To Make A Pre-Tax Rollover Contribution

Amounts may be rolled over to TIP from an unrelated tax-qualified retirement plan or traditional IRA in one of two ways:

- The distribution may be rolled over directly from the unrelated tax-qualified retirement plan, or
- You may receive a distribution from an unrelated tax-qualified retirement plan or traditional IRA and then roll it over to TIP as long as the rollover to TIP is completed within 60 days after the date you receive the distribution.

Roth Rollover Contributions

If you are eligible to participate in TIP, you may “roll over” distributions from a designated Roth account in an employer retirement plan that is tax-qualified under section 401(a) of the Internal Revenue Code.

Rollovers to the Roth Rollover Contributions Account from a traditional or Roth IRA are not allowed.

How To Make A Roth Rollover Contribution

Amounts may be rolled over to TIP from a Roth account in an unrelated employer’s tax-qualified retirement plan one of two ways:

- The distribution may be rolled over directly from the designated Roth account, or

- You may receive a distribution from the designated Roth account and roll it over to TIP as long as the rollover to TIP is completed within 60 days after the date you receive the distribution. However, in this circumstance only the earnings can be rolled over into TIP.

Contact Vanguard if you have any questions about whether a Pre-Tax or Roth distribution may be rolled over to TIP.

Transfers Between Norfolk Southern Agreement And Nonagreement 401(k) Plans

If you have an account in the Thoroughbred Retirement Investment Plan of Norfolk Southern Corporation (TRIP) and you transfer from agreement to nonagreement service and are eligible to participate in TIP, your account balance will be transferred from TRIP to TIP in the calendar quarter following your transfer. This transfer is to your advantage, since:

- Loan opportunities from TIP may be enhanced.
- It will be easier to monitor your plan investments and you will receive a single quarterly statement of your retirement savings.
- Telephone calls to Vanguard for account information will be simplified.

When your TRIP account is transferred to TIP, your TRIP TWIST Contributions will be placed in TIP in the Matching Account – Pre 2008, and your TRIP Matching Contributions will be placed in TIP in the Matching Account– Post 2007.

If you transfer from nonagreement service to agreement service, you may not transfer your TIP balance to TRIP.

AFTER-TAX CONTRIBUTIONS

Before January 1, 1987, employees could elect to contribute a percentage of salary on an after-tax basis (formerly called “Voluntary Contributions”).

If you chose this option when it was available, any After-Tax Contributions you made have been credited to an After-Tax Account in your TIP account. You may not change an After-Tax Contribution you have made into a Roth Contribution.

PAYSOP CONTRIBUTIONS

For tax years before 1987, Norfolk Southern contributed to TIP an amount equal to the maximum employee stock ownership credit allowed for federal income tax purposes. These contributions, when they were made, were used to buy Norfolk Southern Corporation common stock, which was credited to the accounts of Norfolk Southern nonagreement employees.

CHANGING YOUR CONTRIBUTIONS

Under TIP, you may:

- Change the percentage of your monthly salary contributed to TIP at any time.
- Stop payroll deductions for your contributions at any time. However, no Matching Contributions will be made or credited to your account if you are not making Pre-Tax Contributions or Roth Contributions.
- Start or restart payroll deductions to contribute to TIP at any time.

You may make changes by contacting Vanguard. All changes will require some time for processing and will take effect as soon as possible after they are requested. You will receive a confirmation from Vanguard which will indicate generally when the change will take effect.

OTHER CONTRIBUTION LIMITS

In addition to other restrictions, the Internal Revenue Code sets overall limits on the amount of contributions that can be credited to a participant's account in any year. These limits are subject to annual cost-of-living adjustments.

Deferral Limits

Your overall Pre-Tax Contributions plus Roth Contributions to this Plan and elective deferrals to any other 401(k) plan may not exceed \$16,500 in 2010 or \$22,000 if you will be age 50 anytime in 2010. Refer to the ERC 401(k) Information Center for limits applicable to subsequent years.

Amounts that you contribute in excess of this limit (adjusted for earnings or losses) must be returned to you by April 15 of the year following the year in which the deferral was made for you to avoid adverse tax consequences.

TIP is designed so that you will not exceed these annual dollar limits if you only make such deferrals under TIP. Norfolk Southern will monitor for such excess deferrals that arise if you participate in TIP and/or TRIP, and will distribute any excess amount accordingly.

However, you could exceed these annual dollar limits if you make contributions both to TIP and to an employee benefit plan maintained by an unrelated employer during the year. In that case, you must notify the Plan Administrator by March 31 of any excess deferral that you want to have removed from the Plan so that the Plan can distribute such excess amount (as adjusted for earnings or losses) by the April 15 deadline. Your failure to timely notify the Plan Administrator of an excess deferral may result in adverse tax consequences for you.

Compensation Limit

The eligible pay considered for purposes of computing Matching Contributions is limited to \$245,000 in 2010. Refer to the ERC's 401(k) Information Center for limits applicable to subsequent years.

YOUR ACCOUNT STATEMENT

Vanguard will send quarterly statements of your TIP Accounts, which will show your share of the contributions and fund earnings or losses, as well as other related information including any Plan changes, if applicable.

You should carefully review each account statement that you receive. Please contact Vanguard if you believe that any information on the account statement is incorrect, or if you have any questions regarding your account statement.

YOU CONTROL THE INVESTMENT OF YOUR ACCOUNTS

The Plan is a “Section 404(c) plan.” Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) provides that, if certain requirements are met, fiduciaries of TIP are not liable for any poor investment performance or losses that result from the participant’s or beneficiary’s investment instructions concerning his or her own account. **Since TIP provides you the opportunity to exercise total control over your TIP Accounts, you are solely responsible for your investment decisions under the Plan.** You are responsible for this investment selection even if, as described below, you fail to make an investment selection and your funds are invested by default in the Vanguard Target Retirement Fund that has a target date nearest to the year in which you will turn age 65. You may delegate your investment decisions under the Plan to Vanguard Advisers, Inc., as described below.

You have the responsibility to determine that the amount of your investment in any option under the Plan does not exceed a percentage of your overall retirement savings that is appropriate for your situation. Please refer to “Risk and Return of Investment Options” below.

No employee of Norfolk Southern is authorized to make any recommendations with respect to the selection of your investments under the Plan. You should consult the Plan Prospectus and the individual fund prospectuses before making any investment decisions. You may also choose to consult a personal financial advisor.

INVESTMENT OF CONTRIBUTIONS AND CHANGING INVESTMENT CHOICES

TIP has a variety of funds in which your contributions may be invested. These funds are handled by professional investment managers or, with respect to the NS Stock Fund, by the Trustee. Each has a different degree of risk, loss potential and profit potential associated with it.

The Board of Managers will, on a periodic basis, review the performance of the investment options under the Plan and may recommend the addition of a new, or elimination of an existing, investment option under the Plan. Participants will be notified if the Board of Managers adds or eliminates any funds.

You must choose how you want TIP to allocate new contributions among the investment options, i.e., in which funds do you want to invest and what percentage of your contribution to any particular fund(s) Pre-Tax Contributions, Roth Contributions, Rollover Contributions and Matching Contributions will all be invested in the same manner when contributed. **If you do not make any election, your account will automatically be invested in the Vanguard Target Retirement Fund that has a target date nearest to the year in which you will turn age 65.**

You may change the way your contributions are allocated among funds with respect to future contributions at any time. In most cases, a change will be effective as of the date your next contribution is deposited in the Plan, if you make your election no later than 4:00 p.m. Eastern Time on the business day before the date of the contribution.

You may also change the way in which your current account balances are invested at any time by exchanging money among funds or changing your current asset mix. In limited situations, trading restrictions may apply, as described under “Trading Restrictions”. You may change the way your accounts are currently invested without changing the way your future contributions will be invested. In most cases, a change in your current investments will be effective at the end of the business day, so long as your election change is made no later than 4:00 pm Eastern Time on that date. A redemption fee may be charged for exchanges of certain investments held for short periods of time, and you can refer to the appropriate prospectus or contact Vanguard for additional information.

You can access your account, change or redirect future contributions, shift existing balances, and learn about the investment options by contacting Vanguard online or by telephone.

You may divide your contributions among any or all of the available funds, giving considerable thought to your own retirement needs and the investment risks involved. You should read the Plan Prospectus and the prospectus for each fund carefully, as they will give you the historical rates of return and relative degrees of risk for the funds, as well as other important information.

The following investment options are open to new contributions and exchanges for all of your accounts under TIP. The funds are divided into two categories – Core Funds and Target Retirement Funds.

Core Funds

Core funds include stock, bond, stable value, and balanced mutual funds. TIP’s Core investment options are listed below generally by overall risk level (low to high), which takes into account the different types of risk applicable to each fund’s asset class and investment style. Because the NS Stock Fund represents the stock of only one company rather than a group of companies, it is listed as the highest-risk option in the Core Fund group:

Fund Name – Core Funds	Fund Type
Vanguard Retirement Savings Trust	Stable value fund
Western Asset Core Bond Portfolio	Intermediate-term bond fund
Vanguard Wellington™ Fund	Balanced fund (stocks and bonds)
Vanguard Windsor™ II Fund	Growth and income stock fund
Vanguard 500 Index Fund	Growth and income stock fund
Vanguard Growth Index Fund	Growth stock fund
Vanguard Strategic Equity Fund	Mid-cap blend equity fund
Royce Premier Fund	Small-cap blend equity fund
Vanguard International Growth Fund	International stock fund
NS Stock Fund	Company stock fund investing primarily in Norfolk Southern Corporation common stock

Personal Online Advisor and Managed Account Program

Do you need help choosing investments? Vanguard can help!

We've arranged for Vanguard Advisers, Inc. (VAI), a federally registered investment advisor and subsidiary of Vanguard, to provide TIP participants with investment advice with respect to Core Funds in their TIP accounts. VAI, in turn, uses a computer program developed by Financial Engines, which is an independent, registered investment advisor. Financial Engines' advisory tools analyze complex fund data to provide either personalized investment recommendations through the Personal Online Advisor or portfolio management through the Managed Account Program. Financial Engines does not sell investments or receive commissions for funds it recommends.

Although neither VAI nor Financial Engines can guarantee your future results, Financial Engines' investment strategies are based on a proven methodology that creates a target allocation for you based on your current age and assumed age at retirement. You can provide Financial Engines with additional information to more closely tailor your target allocation under the Plan to your individual circumstances. Such additional information might include:

- the age at which you plan to retire;
- your desire to take on more or less risk than the target allocation suggested by the program;
- an estimate of your pension from the Norfolk Southern Retirement Plan. You can model different retirement scenarios and obtain an estimate by using the Pension Estimator on the ERC;
- Railroad Retirement and/or Social Security annuities for you and your spouse and pensions from previous employers;
- the savings and investments you hold outside of TIP (although VAI's Managed Account Program, described below, won't provide investment advice or management for savings and investments that you hold outside of TIP, it will consider them in providing you with advice as to the investment of your TIP assets); and
- the percentage of your investment in the NS Stock Fund (although VAI's target allocation will not permit the maximum percentage of the NS Stock Fund to exceed 20% of your TIP account balance).

The investment advice is provided in either of two formats – through the **Personal Online Advisor** or the **Managed Account Program**. **You will get similar investment advice regardless of which of these formats you choose.** So what's the difference?

- If you use the free **Personal Online Advisor**, VAI will offer investment advice to you about how to invest your assets in TIP and you may implement any recommended changes suggested by VAI. You are under no obligation to accept any suggestions provided by the Personal Online Advisor. Since you have the sole investment authority over your TIP account, neither VAI, Vanguard nor Financial Engines will be able to make investment decisions regarding your TIP account. You can access the Personal Online Advisor through the Vanguard website at www.vanguard.com.

- If you choose to enroll in the **Managed Account Program**, VAI will constantly monitor your TIP accounts and will have discretionary authority over your TIP accounts. This means that you are granting VAI the ability to buy and sell investments on your behalf in your TIP accounts without obtaining your approval for each individual transaction. *If you enroll in the Managed Account Program, you will be unable to control or manage the investments in your TIP accounts or access the Personal Online Advisor, unless you contact Vanguard and end your participation in the Managed Account Program.*

The fee for participating in the Managed Account Program is as follows:

- 40 basis points (0.40%) per year for the first \$100,000 in TIP assets;
- 30 basis points (0.30%) per year for the next \$150,000;
- 20 basis points (0.20%) per year for the next \$250,000; and
- 10 basis points (0.10%) per year for TIP assets over \$500,000.

There is a minimum \$5 monthly fee if you enroll in the Managed Account Program under TIP. Any fee will be deducted proportionately from the balance invested in the mutual funds held in your TIP account.

You may enroll in the Managed Account Program at any time by signing the Managed Account Program Enrollment Form and returning it to Vanguard. To get the Enrollment Form, or terminate your participation in the Managed Account Program, contact Vanguard at 800-523-1188. If you terminate your participation in the Managed Account Program, your TIP accounts will remain invested in the investment options last selected by Financial Engines until you take further action to reallocate your accounts.

Target Retirement Funds

Vanguard's Target Retirement Funds are designed for the retirement investor who is looking for a simple solution to investing. If you choose to invest in a Target Retirement Fund, you should invest in the Target Retirement Fund with the date that most closely matches your expected retirement year (or, if later, the year when you expect to need the funds from TIP). For example, if you think you'll retire in or around 2035, choose the 2035 Fund.

Each Target Retirement Fund invests in up to seven Vanguard funds – providing you with a blend of U.S. stocks, international stocks, and U.S. bonds, including Treasury inflation-protected securities and short-term reserves – in a single all-in-one investment. Each Target Retirement Fund will automatically shift its asset allocation from stocks to more conservative investments as the Fund approaches the year listed in the Fund's name. The Vanguard Target Retirement Income Fund is unlike the other Target Retirement Funds because its purpose is to maintain a balanced mix of conservative investments intended to produce income while preserving the original investment.

Although a Target Retirement Fund can relieve you of the need to constantly reset your asset allocation of your TIP portfolio, you need to examine the particular Target Retirement Fund's asset allocation and be sure that it fits your tolerance for risk. If a particular Target Retirement Fund's objective is too conservative or too aggressive for you, you should consider investing in a different Target Retirement Fund or creating your own investment mix from the Core Funds.

Because Target Retirement Funds promise diversification in a single fund, some financial advisors suggest that they should be the sole investment in a retirement plan portfolio. Mixing

Target Retirement Funds with other funds may misalign an investor's Target Retirement Fund portfolio with his or her investment goals. For example, if a TIP participant with an investment in the Vanguard Target Retirement 2015 Fund also owns stock funds, he may be overweighted in stock holdings for an investor who is less than a decade from retirement. If you invest in other funds in addition to a Target Retirement Fund, you should consider if you have properly allocated all of your investments for your investment situation. The following Target Retirement Funds are available under the Plan:

Target Retirement Funds	
Vanguard Target Retirement Income Fund	
Vanguard Target Retirement 2005 Fund	Vanguard Target Retirement 2030 Fund
Vanguard Target Retirement 2010 Fund	Vanguard Target Retirement 2035 Fund
Vanguard Target Retirement 2015 Fund	Vanguard Target Retirement 2040 Fund
Vanguard Target Retirement 2020 Fund	Vanguard Target Retirement 2045 Fund
Vanguard Target Retirement 2025 Fund	Vanguard Target Retirement 2050 Fund

RISK AND RETURN OF INVESTMENT OPTIONS

All investments carry an associated level of risk that the investor must bear, but different investments have different levels of risk. Risk includes the possibility that an investment may not perform as well as expected, as well as the possibility that the return for an investment may be negative.

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

TIP's investment options offer materially different risk and return characteristics. You can find information on the risk and return of TIP's investment options in the Plan Prospectus and in the individual fund prospectuses.

Risk of Investment in the NS Stock Fund

Because the NS Stock Fund invests only in Norfolk Southern Common Stock (and in such amounts of cash and/or cash equivalents as may be needed for liquidity purposes), it is generally a riskier investment than the Plan's other investment alternatives. Individual stocks like Norfolk Southern Common Stock also tend to experience more volatility—that is, larger and more frequent ups and downs in value—than mutual funds like the Plan's other investment alternatives. Participants should be aware of these risks before investing in the NS Stock Fund. Participants who choose to invest in the NS Stock Fund may want to limit their holdings in the NS Stock Fund because the risk of investing a large percentage of their retirement savings in a single stock fund may outweigh the potential benefits of the investment.

The Importance of Diversifying Your Retirement Savings

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the rights described in this notice and how these rights affect the amount of money that you invest in company stock through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

TRADING RESTRICTIONS

If you exchange any amount out of a fund that is offered under the Plan other than the Vanguard Retirement Savings Trust, you will have to wait 60 calendar days before transferring back into the same fund if you conduct the transaction over the phone or on-line at www.vanguard.com. In the case of multiple exchanges, exchanges out of the funds will remain unlimited but exchanges back into the funds will not be permitted for 60 calendar days after the last exchange out. Reallocation and rebalancing transactions are subject to the frequent trading policy. The frequent trading policy does not, however, apply to an investment that you make through purchases of shares by payroll deduction, employer contribution, rollover contribution, loan repayments, or dividend or capital gains distributions. The frequent trading policy also does not apply to sales of shares through distributions, loans, or rollovers.

In certain circumstances, such as if you engage in excessive and frequent trading, the Plan Administrator may impose trading limitations under the Plan which may affect your ability to shift existing balances between or among funds. A violation of one or more of these limitations may result in additional restrictions on your account(s).

Certain other trading restrictions, such as the restriction on insider trading with regard to the NS Stock Fund, are described in the Plan Prospectus.

INVESTMENT OF INCOME AND DIVIDENDS

The income received and distributed in cash to TIP, in the form of dividends or otherwise, from investment options held in your accounts will be retained in the respective account and reinvested in the investment option from which such income was distributed unless you elect to

receive the dividends on Norfolk Southern Stock distributed to you in cash, as described under “Dividends Paid on NS Stock.”

PURCHASE PRICE OF YOUR INVESTMENTS

The NS Stock Fund is a “unitized” stock fund. Your investment in the NS Stock Fund (if any) is not described by a number of shares owned, but is instead described as “units”. This is because the NS Stock Fund holds not only shares but also cash and cash equivalents (as described in the Plan prospectus) for liquidity purposes. A unit value is assigned to each participation unit in the Fund, and the unit value is determined by dividing the total value of the Fund (as described in the Plan Prospectus) by the number of participation units credited to all accounts in the Plan. The unit value of the NS Stock Fund will closely track the investment performance of publicly traded shares of Norfolk Southern stock, but not mirror it exactly due to the cash component of the Fund.

The Trustee will purchase and sell shares of Norfolk Southern Corporation common stock as may be required by the NS Stock Fund either in the open market or by allocating the shares within the master trust to another 401(k) plan of NS which participates in the master trust. The value of the shares allocated to other plans within the master trust will be their closing price on the New York Stock Exchange on the day the allocation is effective.

Norfolk Southern may contribute any Matching Contributions which are made to the NS Stock Fund in cash or in shares of Norfolk Southern Corporation common stock, in which case the value of such shares for the purpose of determining the Matching Contribution will be the closing price of Norfolk Southern Corporation common stock on the business day preceding the day the contribution is made.

The Trustee will directly purchase units of participation in the Vanguard Retirement Savings Trust (except that participation units may be allocated from your account to another participant's account in connection with the liquidation of all or a part of your investment in the Vanguard Retirement Savings Trust) in a number then equivalent in value to all participants' contributions to the Vanguard Retirement Savings Trust, with the rate of return to be that provided by the Vanguard Retirement Savings Trust.

The Trustee will directly purchase shares in the Plan's other investment funds (except that shares may be allocated from your account to another participant's account in connection with the liquidation of all or part of your investments) at a price per share equal to the then current net asset value per share of each respective fund. The “net asset value per share” means the value of the net assets of each fund (securities and other assets minus liabilities) divided by the number of outstanding shares of that fund.

TRANSACTION FEES AND EXPENSES

All commissions and fees incurred by the Trustee in the purchase of Norfolk Southern Corporation common stock for the NS Stock Fund and all administrative fees paid by the NS Stock Fund are charged against the value of investments in the Fund. These fees will be borne by you if you invest in the NS Stock Fund. The annual administrative fees of the NS Stock Fund are 0.16% of the total value of the Fund. This fee may change in the future.

The administrative costs of the investment funds (other than the NS Stock Fund) that are made available under the Plan are charged against the value of investments in those funds. These costs are described in the prospectuses for these investment funds and will be borne by you if you choose to invest in these funds.

All other administrative costs arising under TIP are borne by the Plan and its participants, except any expenses which Norfolk Southern, in its discretion, chooses to pay.

FOR MORE INFORMATION ON YOUR INVESTMENT OPTIONS

Please consult the TIP Prospectus and the individual prospectuses for the funds for additional information before you make any investment decisions. You may obtain another copy of the Plan Prospectus or copies of the fund prospectuses by calling Vanguard at 800-523-1188 (Spanish: 800-828-4487; hearing impaired: 800-749-7273). You can also view and print individual fund prospectuses on-line at www.vanguard.com, and employees may view or print a copy of the TIP Prospectus from the ERC. In addition, you may request the following information regarding TIP's investment alternatives by contacting Vanguard:

- A description of the annual operating expenses of each investment alternative which reduce the rate of return, and the aggregate amount of such expenses expressed as a percentage of average net assets;
- Copies of any prospectuses, financial statements and reports, and any other materials relating to the investment alternatives available under the Plan.
- A list of assets comprising the portfolio of each investment alternative and its value;
- Information concerning the values of shares or units in each investment alternative, as well as the past and current investment performance of such alternative determined net of expenses, on a reasonable and consistent basis; and
- Information concerning the value of shares or units of investment alternatives held in your account.

DISTRIBUTION OF YOUR TIP ACCOUNT

The normal form of payment under TIP is a single lump-sum cash distribution which in most cases can be rolled over to a traditional IRA or another employer's retirement plan. If you prefer, you may elect to retain the portion of your accounts that are invested in the NS Stock Fund in whole shares of NS stock. If you do not affirmatively elect a distribution of stock, your distribution will be made in cash. You may request a permitted distribution by contacting Vanguard.

DISTRIBUTION UPON RETIREMENT, TERMINATION, DISABILITY OR DEATH

The full value of your account will be distributed following your Retirement, Termination of Employment, Disability, or Death, as described below. You may be eligible to rollover the distribution to another eligible retirement plan, as described in the “Income Tax Implications” section. In addition, you should refer to the “Income Tax Implications” section for information about the tax treatment of your distribution.

Distribution at Retirement

The full value of your account is payable as soon as administratively feasible if you retire under the Retirement Plan of Norfolk Southern Corporation.

Dollar Thresholds

More than \$5,000. If the total value of your account is more than \$5,000 and you are under age 70, you may defer distribution until you reach age 70. You must take a full distribution of your account when you reach age 70, either as a cash distribution or rollover distribution. You may elect to retain the portion of your accounts invested in the NS Stock Fund in whole shares of NS stock.

If the total value of your account falls below \$5,000 after 60 days after your retirement, then your account balance will automatically be rolled-over to a new individual retirement account as described in the “More than \$1,000 but less than \$5,000” category below.

More than \$1,000 but less than \$5,000. If your account balance is more than \$1,000 but less than \$5,000, it cannot be left in the Plan. You may request that a lump-sum cash distribution be made to you or you may request a rollover of the account balance be made to an eligible retirement plan. If you do not affirmatively elect a cash distribution or rollover within 60 days of your retirement, your TIP account balance will automatically be rolled-over to a new IRA. Any Roth Contributions and earnings on such amounts will be rolled-over to a Roth IRA, as required by federal law. Your account balance in the Plan will be invested in a Vanguard IRA and/or Roth IRA, as applicable, and invested in the Vanguard Prime Money Market Fund (ticker symbol VMMXX). This fund was chosen because federal regulations require that the investment selected for the automatic rollover to an IRA be designed to preserve principal and provide a reasonable rate of return and liquidity.

Any fees related to the establishment and maintenance of your Vanguard IRA will be borne by your Vanguard IRA. After your Vanguard IRA is established, you can transfer the assets to a different Vanguard fund, transfer the assets to an IRA at another financial institution or roll them over to another employer’s eligible retirement plan (if the other employer’s plan permits rollovers).

\$1,000 or less. If your account balance is \$1,000 or less, you will receive a lump-sum cash distribution of your account balances *unless* you request a direct rollover of your account to an eligible retirement plan or IRA within 60 days of your retirement.

Distribution at Termination of Employment

Under TIP, you are always 100% vested in the full value of your account. Your account belongs to you even if you resign or lose your job. The full value of your account is payable as soon as administratively feasible after you terminate employment (which includes termination of all seniority rights or relinquishment of all seniority rights under any applicable collective bargaining agreement).

If you terminate before age 70, your benefit will be distributed as described above under the section captioned "Dollar Thresholds" except that you should substitute the phrase "termination of employment" for "retirement."

Distribution upon Disability

The full value of your account is payable as soon as administratively feasible if you terminate your employment because you become disabled such that you are eligible for and receive a disability annuity under the Railroad Retirement Act or the Social Security Act or are eligible for and receive a benefit under the Company's Long-Term Disability Plan for its nonagreement employees.

If you become disabled before age 70, your benefit will be distributed as described above under the section captioned "Dollar Thresholds" except that you should substitute the phrase "disability date" for "retirement."

Distribution upon Death

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

Your beneficiary(ies) may not defer distribution to a later date. However, if your beneficiary is your surviving spouse, your spouse may be eligible to rollover the distribution to an eligible retirement plan by following the rollover procedures described in the "Income Tax Implications" section.

In addition, if your beneficiary is an individual other than your surviving spouse, the non-spouse beneficiary may defer taxation of the benefit by making a direct trustee-to-trustee transfer of the benefit into an individual retirement account (IRA) that is established solely for purposes of receiving the benefit, provided that the inherited IRA requires the non-spouse beneficiary to start taking minimum required distributions by the end of the calendar year after the year of your death. This rule only applies to an individual non-spouse beneficiary, who you designate as a beneficiary under the Plan, or to a trust maintained for the benefit of one or more designated beneficiaries; it does not apply to beneficiaries who are estates or charities.

BENEFICIARY DESIGNATION

You should designate one or more beneficiaries to receive your TIP benefit in the event of your death. The choice of a beneficiary(ies) is yours. However, the law requires TIP to treat your spouse at the time of your death as your sole beneficiary unless (i) you have made an election to the contrary, which has been approved in writing by your spouse and witnessed by a notary public, or (ii) a prior Qualified Domestic Relations Order (QDRO) requires part of your

benefits to be distributed to a former spouse (refer to the “Qualified Domestic Relations Order” section below).

You may designate your choice of beneficiary online at www.vanguard.com. If your choice requires your spouse’s consent, Vanguard will mail you the signature-ready form. If you do not have internet access, you may call Vanguard at 800-523-1188.

There are several situations to consider:

1. If you are not married, you may name any beneficiary you choose.
2. If you are married and want to name your spouse as sole beneficiary, you simply make that designation on the form and return it. Your spouse does not have to sign anything.
3. If you are married and want to name someone other than your spouse as sole or partial beneficiary, you must do so on the beneficiary designation form. In addition, you must have your spouse sign the authorization on the form consenting to this beneficiary designation and your spouse’s signature must be witnessed by a notary public.
4. If you marry in the future, please consider that the Plan must, by law, consider your spouse at the time of your death your beneficiary unless you have followed the procedure in paragraph 3 above. If you have designated a different beneficiary without your spouse’s written and witnessed consent, TIP must ignore that designation in favor of your spouse.
5. If you designated your spouse as your beneficiary, and you subsequently become divorced or separated, you should consider whether to submit a new beneficiary designation if you want to exclude your former spouse from receiving any plan benefits following your death.

A beneficiary may disclaim the right to receive a distribution from the plan following your death, if the disclaimer is a qualified disclaimer under the Internal Revenue Code and Vanguard receives the disclaimer before it distributes your account to the beneficiary. Beneficiary designations that are not made in accordance with the plan’s beneficiary designation procedures will be disregarded.

ASSIGNING BENEFITS

By law, you may not transfer your interest in TIP. This means you may not sell it, use it as collateral or otherwise give it away. Your creditors may not attach or garnish your interest in TIP. However, a court order, as described below, could require that all or a portion of your Plan benefits be paid to a spouse, former spouse, child, or other dependent.

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

The Plan Administrator could be required to use some or all of your account to pay court-ordered alimony, child support or other transfer of assets directly to a spouse, former spouse, child, or other dependent. The court order or administrative order must follow a certain form and contain certain information. If it does not, the Plan Administrator may not, by law, honor it.

If it does, TIP must comply with it. The Plan Administrator and legal counsel, if necessary, will determine whether the court order or administrative order must be followed. If desired, a proposed order may be submitted to NS' manager of retirement plans in advance for review. A copy of the procedures governing qualified domestic relations order determinations and a model QDRO are available online at www.nscorp.com.

If the Plan Administrator determines that the order must be followed, a separate account will be established for your former spouse, child or other dependent (the "Alternate Payee"). The Alternate Payee may request an immediate distribution of his or her account, unless the order specifically prohibits an immediate distribution. Otherwise, the Alternate Payee's benefit will be distributed as described under the section captioned "Distribution at Retirement" except that the Alternate Payee should substitute the phrase "QDRO effective date" for "retirement". If the account value is greater than \$5,000, the Alternate Payee must take a complete distribution of the separate account no later than the later of the Participant's severance from service or attainment of age 70.

LOANS

If you are in active service, you may contact Vanguard to borrow all or portion of the balance of your Pre-Tax Contributions, Roth Contributions, Pre-Tax Rollover Contributions and Roth Rollover Contributions Accounts subject to the following limitations:

- The maximum amount that you can borrow cannot exceed one-half of the balance of your accounts. In addition, the maximum aggregate dollar amount of all your loans outstanding at any time cannot exceed \$50,000, reduced by the excess of (1) your highest outstanding Plan loan balance during the one-year period ending on the date of the loan, over (2) your current outstanding Plan loan balance on the date of the loan. You may not request a loan for less than \$1,000.
- Only one loan can be made during any calendar year. You may not apply for a loan if you have three or more outstanding loans.

Receiving a loan from TIP requires liquidating some of your investments in TIP. You may elect from which investment option or options the liquidation of assets will be made. In the absence of an election, the liquidation will be made on a pro rata basis among the investment options in your account to the extent required to provide sufficient cash for the loan being requested.

When you take a loan from TIP, you will be required to execute a promissory note for the amount of the loan plus interest, and the loan will be secured by your entire right, title and interest in your TIP Accounts.

All loans must be repaid by payroll deduction while you are in active service. You may, however, pay off a loan with a lump-sum payment or make early loan payments, both as described below under Loan Payments.

Loan payments will be suspended during an unpaid military leave of absence. If your military leave of absence is paid, you may contact Vanguard to request suspension of loan repayment during the leave.

Loan Fees

A loan application fee will be deducted from the initial loan proceeds and an annual maintenance fee will be deducted from your account each July after the first year of the loan. The maintenance fee is not charged in the first year of the loan. You will be advised of the current fees when you apply for a loan.

Loan Terms and Interest Rate

The term of a loan is at your option and can be from one month to five years. Loans have a fixed interest rate established at the time the loan is made. The interest rate is the prime lending rate plus one percent (1%), as determined by Reuters. The interest rate for new loans is updated as of the first business date of the month following the date as of which the prime lending rate changes.

If You Retire, Become Disabled or Leave Norfolk Southern And Have Outstanding Loans

If you retire, become disabled or sever employment with an outstanding loan balance(s), the balance of the loan(s), plus interest, will be immediately due and payable. If you have not repaid your loan in full at the time of distribution of your account balances, your outstanding loan balance will be deemed distributed and the amount will be reported to the IRS. In addition, you may be subject to a 10% premature distribution tax. The Managers will first satisfy this indebtedness from any amount payable to you or your beneficiary from TIP before making any distribution.

If You Default on the Loan Repayment

You are responsible for making timely loan payments and making up any missed loan payments with Vanguard. If your loan repayment is not timely made according to the terms of the loan, you will have until the end of the calendar quarter following the calendar quarter in which you missed the payment to cure the default by making up the missed loan repayment(s). For example, during the cure period you can make up the payments that were missed because the payroll deduction for your loan was not established before the date on which your loan repayment was to begin, or because you were on an unpaid leave of absence. In these specific situations, you will also be given an opportunity to elect to re-amortize your loan, provided that repayment is made within the term specified for your original loan repayment (except that, if you were on military leave, the length of the loan will be extended by the length of the time that you were on military leave).

If Vanguard does not receive your missed payment amount or re-amortization request by the end of the cure period, your outstanding loan balance will be deemed distributed and the distributed amount will be reported to the IRS. In addition, you may be subject to a 10% premature distribution tax.

Interest will continue to accrue on any defaulted loan until you sever from employment, die or become disabled. This will affect your ability to borrow from TIP in the future, since the defaulted loan is taken into account in determining your eligibility for a new loan. Once your loan has been deemed distributed, even though your loan distribution has been reported to the IRS, you still have the option to pay back the loan balance in full plus any additional interest accrued on a daily basis. Your current loan balance and additional interest will continue to appear on your TIP statements until you are eligible for a distribution from TIP due to severance.

from employment, death or disability, at which point your deemed distributed loan will be offset from your TIP account balance.

Loan Payments

Payments are deducted from your pay each pay period. However, if you want to pay off a loan balance with a lump-sum payment or make an early loan payment, you may contact Vanguard at **800-523-1188** or www.vanguard.com. If you need to make up a missed payment during the cure period, the amount that you have to repay will be specified in a letter that Vanguard sends to you. You may make your payment by electronic bank transfer on vanguard.com, or submit a certified check or money order made payable to “Vanguard Fiduciary Trust Company” to:

Via US Mail:

The Vanguard Group
Attention: Norfolk Southern Plan # 090087
PO Box 1101
Valley Forge, PA 19482-1101

Via Overnight Carrier:

The Vanguard Group
Attention: Norfolk Southern Plan # 090087
400 Devon Park Drive
Wayne, PA 19087

Be sure to include your name and loan number on the check. **Please note that personal checks cannot be accepted.**

WITHDRAWALS WHILE EMPLOYED

The law requires that we limit the situations in which you may take a withdrawal while you are employed. You are treated as employed unless you have terminated employment, including termination of all seniority rights or relinquishment of all seniority rights under any applicable collective bargaining agreement.

While you are employed, you may request permitted withdrawals as described below by contacting Vanguard.

Withdrawal From Your After-Tax Contributions Account

You may withdraw all or a portion of your account attributable to your After-Tax Contributions. Unless you elect otherwise, your withdrawal will be made pro-rata from your After-Tax Contributions Account’s investment options.

Your withdrawal of After-Tax Contributions may have income tax implications. Please refer to the “Income Tax Implications” section for details.

Withdrawal From Your Matching Contributions Account

Matching Contributions that are made on or after January 1, 2008 are only eligible for distribution when you take a lump sum distribution from your account after your retirement, termination of employment with NS, disability or death. These amounts are held in your Matching Account – Post 2007.

You may take a distribution of your Matching Contributions that were made before January 1, 2008 (which are held in your Matching Account – Pre 2008):

- provided that the contributions being withdrawn have been held in TIP for at least two years, or
- if you have been a member of TIP for five years, you may withdraw all or a portion of your Matching Contributions that were made before January 1, 2008 any time during the year, regardless of the period of time the contributions have been held.

If you are eligible to withdraw Matching Contributions that were made before January 1, 2008, you can choose to take the withdrawal in shares of Norfolk Southern Corporation common stock (if your Matching Contributions were invested in the NS Stock Fund) or in a cash distribution. Your withdrawal of Matching Contributions may have income tax implications. Please refer to the “Income Tax Implications” section for details.

Withdrawal From Your Rollover Contributions Accounts

You may withdraw all or a portion of your Pre-Tax Rollover or Roth Rollover Contributions Accounts at any time. You may withdraw shares of Norfolk Southern Corporation common stock (if your Rollover Contributions are invested in the NS Stock Fund) or take a cash distribution from your Rollover Accounts.

Your withdrawal of Rollover Contributions may have income tax implications. Please refer to the “Income Tax Implications” section for details.

Withdrawal For Hardship

If you are in active service and in the event of hardship, the Plan Administrator may approve a request for withdrawal of a portion of your Roth Contributions and/or Pre-Tax Contributions (but not the earnings credited to such contributions). Your Roth Contributions (if any) will be distributed before your Pre-Tax Contributions. A request for hardship withdrawal will be reviewed by the Plan Administrator to assure that it meets the criteria established under federal law and the Plan.

Before taking a hardship withdrawal, you must exhaust every other possibility under TIP or under any other plan of Norfolk Southern for obtaining the funds needed, including withdrawing from your After-Tax Contributions Account, your Matching Account – Pre 2008, your Pre-Tax Rollover or Roth Rollover Contributions Accounts and obtaining a loan. Further, the amount requested for the hardship withdrawal may not be more than the amount which is needed to meet the hardship and any penalties or taxes associated with the withdrawal.

Acceptable hardship reasons are limited to those listed below. Vanguard will inform you of the exact documentation required to establish your hardship. The following chart lists examples of documentation that may be required to establish your hardship.

Reason for Hardship Withdrawal	Examples of Required Documentation
Payments of medical expenses not covered by a health care plan for you, your spouse, your dependent children, or your other tax dependents.	Explanation of claims processed or benefits paid from health care plan administrator and unpaid medical bills which are within 60 days of the date of service.
Payments of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children or your tax dependents.	Detailed statement from educational institution.
The purchase of your principal residence (not including mortgage payments).	Real estate purchase contract and Good Faith Estimate of closing costs.
Obtain funds necessary to prevent eviction from your principal residence or foreclosure on the mortgage of that residence.	Eviction notice from rental agent or foreclosure notice from your mortgage holder.
Payment for burial or funeral expenses for your parent, spouse, children, or dependents (excluding pre-payment of a burial plan).	Death Certificate accompanied by a bill from a mortician or funeral home.
Expenses in excess of \$100 for repair of damage to your principal residence that occur as a result of fire, storm, shipwreck or other casualty, or from theft, that would qualify as deductible casualty expenses (determined without regard to the 10% "floor" for deductibility). You cannot obtain a hardship distribution as a result of a casualty loss if you have been or will be compensated by insurance or otherwise for the loss.	Estimate of the repair costs or an actual invoice and a statement from the employee with a description of the loss, including identification of the cause of damage and an affirmation that (1) the loss was not reimbursed by insurance or otherwise, and (2) the repairs are necessary to restore the property to its condition immediately before the casualty. Supporting documentation must be dated no more than six months before Vanguard receives your hardship request.

If your hardship withdrawal is approved, your contributions to any 401(k) or other deferred compensation plan sponsored by Norfolk Southern must be suspended for six months beginning with the date of withdrawal. Your Pre-Tax Contributions will be reinstated, plus any planned increases that would have occurred were it not for the suspension if you were automatically enrolled and have not opted out of the automatic enrollment process.

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

DIVIDENDS PAID ON NORFOLK SOUTHERN STOCK

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

- distributed to you in cash via direct deposit as soon as possible, or
- reinvested in the NS Stock Fund.

Dividends will be reinvested in the NS Stock Fund unless you contact Vanguard and elect to have them distributed to you in cash via direct deposit. However, if you take a hardship withdrawal, your dividends will be distributed to you in cash via direct deposit, unless you contact Vanguard after you receive the hardship withdrawal and elect to have the dividends reinvested in the NS Stock Fund.

If you are supposed to receive dividends by direct deposit but Vanguard is unable to direct deposit the distribution into your bank, then you will receive a single check representing the dividends that Vanguard was unable to deposit and Vanguard will switch your dividend election so that future dividends will be reinvested in the NS Stock Fund.

Electing to have dividends paid to the Plan or distributed in cash may have income tax implications. Please refer to the "Income Tax Implications" section for details.

You can obtain a form to make or change your dividend election by contacting Vanguard online or by calling 800-523-1188.

INCOME TAX IMPLICATIONS

Tax laws governing distributions from 401(k) plans are complex and change frequently. You should consult your personal tax advisor before you make any decisions that might affect your tax situation. However, following are general comments on the tax treatment of payments to you from TIP.

When you receive a distribution from TIP of Pre-Tax Contributions, Matching Contributions, Pre-Tax Rollover Contributions, or PAYSOP Contributions, and the earnings on such contributions, you will be taxed on the distribution as ordinary income in the year you receive it. The earnings on your After-Tax Contributions are similarly taxed as ordinary income in the year you receive such earnings.

The earnings on distributions of your Roth Contributions and Roth Rollover Contributions will be free from federal income tax, and in some states, state income tax when distributed provided that the requirements described in the section "Tax Advantages of Roth Contributions" are satisfied. If these requirements are not satisfied, such earnings will be subject to ordinary income tax and may be subject to a 10% early distribution penalty (as described below).

If you receive a distribution of Norfolk Southern Corporation common stock in whole shares from the NS Stock Fund that is either attributable to After-Tax Contributions or is part of a lump-sum distribution, you can defer taxes on the "net unrealized appreciation" (that is, the increase in value of the NS stock while it was held in the NS Stock Fund in TIP) until the stock is actually

sold. Upon sale of the stock, the net unrealized appreciation is taxed at the long-term capital gain rate, which may be more favorable than the ordinary income tax rate. This is in contrast to the regular tax rules, which, absent making an eligible rollover of the distribution, would subject a distribution to income tax in the year of distribution. For this purpose, a “lump-sum” distribution is defined as a distribution or payment, within one year, of the entire balance of your TIP account, which is payable either (1) on account of the employee’s death or (2) after the employee reaches age 59½. Although there may be tax advantages of holding a portion of your TIP investment in the NS Stock Fund and receiving a distribution in whole shares of NS stock, there is a risk in investing in the NS Stock Fund, as described under the section “Risk and Return of Investment Options.” You should speak with your financial or tax adviser about the risk of investing in the NS Stock Fund as compared with the potential tax benefits of net unrealized appreciation.

If you receive a distribution from TIP, you will be subject to a 10% early distribution penalty unless one of the following conditions is met:

- The distribution is made if you leave Norfolk Southern after age 55, die, or become disabled.
- The distribution is made while you are employed, but after age 59½.
- The distribution is made under a qualified domestic relations order.
- The distribution is up to the amount of your tax-deductible medical expenses.
- The distribution is rolled over to an IRA or eligible retirement plan (see section below on Rollover Distributions).
- The distribution is paid directly to the United States government to satisfy a federal tax levy.
- The distribution is in the form of cash dividends from the NS Stock Fund (see next page).
- The distribution consists of Contributions made under the Plan’s automatic enrollment rules which are withdrawn within 90 days of enrollment.

Rollover Distributions

If you roll over your distribution from TIP to an IRA or eligible retirement plan (or, in the case of Roth Contributions to a Roth IRA or to a designated Roth account in another employer’s plan), your distribution will be tax-deferred and will not be subject to the 10% early distribution penalty which may otherwise have applied (see section above). If you roll over a taxable distribution directly from TIP to a Roth IRA, you will have to include in gross income the taxable portion of the conversion amount, but your distribution will not be subject to the 10% early distribution penalty that would otherwise have applied.

You may roll over any distribution from TIP that qualifies as an eligible rollover distribution. In general, any distribution from TIP is an eligible rollover distribution except:

- Hardship withdrawals;
- Amounts deemed to be distributed as the result of a default on a Plan loan;
- Dividends paid to you in cash from the NS Stock Fund; and
- Corrective distributions of contributions that exceed tax limitations.

You may choose to have an eligible rollover distribution rolled over directly to an IRA or eligible retirement plan that accepts rollovers. After-Tax Contributions can be rolled over to an IRA or eligible retirement plan, provided the plan agrees to separately account for the after-tax contributions and earnings on those contributions. Alternatively, your eligible rollover distribution may be paid to you and you can then roll it over to an IRA or eligible retirement plan within 60 days of the date you receive the distribution.

Your Roth Contributions and Roth Rollover Contributions and the earnings on such contributions may only be rolled over to either a Roth IRA or to a designated Roth account in another employer plan (a tax-qualified plan or section 403(b) plan). If you choose to rollover such amounts to another employer's plan, you may only make a direct rollover (*i.e.*, trustee-to-trustee transfer) of such amounts. Alternatively, if you receive a distribution of such amounts, within 60 days of the date you receive the distribution you can (1) roll over the entire distribution to a Roth IRA, or (2) roll over the earnings on such contributions to another employer's plan.

If an eligible rollover distribution is paid to you, TIP is required by law to withhold 20% of your taxable distribution as federal income tax withholding. If you are paid the distribution and subsequently roll it over, the withheld amount must be replaced from another source if you wish to avoid income tax and possible early distribution penalties on that amount.

Income Tax Treatment of Dividends Paid On Norfolk Southern Stock

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

FUNDING

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

TYPE OF ADMINISTRATION

The Plan is administered by a Board of Managers appointed by the Chief Executive Officer of Norfolk Southern Corporation. The Board of Managers supervises the operation of the Plan and has the discretionary authority to interpret the meaning of the provisions of the Plan and

eligibility for participation and benefits. The Board of Managers receives no remuneration with respect to its services for TIP.

The Board of Managers is not responsible for the selection of the investments in your Accounts. The responsibility for the investment of your Accounts rests with you, in accordance with the Plan's provisions for the direction of investments within a selected group of investment funds.

YOUR COOPERATION IS REQUIRED

We need your cooperation to properly administer the Plan. It is essential that you keep your beneficiary designation up to date with Vanguard, that you respond timely to Vanguard's requests, and that you inform NS of your current address at all times. Funds in your TIP accounts will be forfeited if:

- Vanguard is unable to locate you or your beneficiary within 180 days after a benefit becomes payable, or
- You or your beneficiary does not present a check from the Plan for payment within 180 days of the date of the check, or
- You or your beneficiary does not notify Vanguard of a distribution election within 60 days after Vanguard has notified you of the distribution options.

Any forfeited funds will be used to reduce NS contributions.

If you or your beneficiary send a written claim to Vanguard for a benefit after the amount was forfeited, the benefit will be reinstated but without any adjustment for earnings or losses that occurred during the forfeiture period.

PLAN TERMINATION INSURANCE

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

NO GUARANTEE OF EMPLOYMENT

The Plan neither gives any employee the right to be retained in the employ of the Company nor does it interfere with the right of the Company to discharge an employee.

SUMMARY OF PLAN

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

AMENDMENT OR TERMINATION

The Company currently intends to continue this Plan indefinitely. However, since future conditions cannot be foreseen, the Company, through its Chief Executive Officer or Board of Directors, reserves the right to change or terminate this Plan at any time. A Participating Subsidiary may terminate its participation in TIP at any time by action of its board of directors.

Even if TIP is changed or terminated, no part of the trust fund may be used for any purpose other than the benefit of TIP participants and their beneficiaries. If TIP is terminated, you will be entitled to the full value of your account.

ERISA RIGHTS, CLAIMS AND APPEALS PROCEDURES, LIMITATIONS PERIOD AND VENUE FOR LAWSUITS

Any claims for benefits must be filed in writing with the Board of Managers, who will make all determinations as to the rights of any person to benefits under the Plan. You will be provided with a written notice of any such determination. Benefit claim determinations are made in accordance with the Plan documents and Plan provisions are applied consistently with respect to similarly situated claimants. You may not file any claim in any court with respect to the Plan until you have exhausted the Plan's administrative review procedures.

Notice of Any Denial

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

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

The notice of denial of your claim will include (i) the reason for the adverse determination and reference to Plan provisions on which the determination is based; (ii) a description of any additional material necessary to perfect the claim and an explanation of why such material or information is necessary; (iii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and (iv) a description of the Plan's review procedures and the applicable time limits, including a statement of your right to bring a civil action following an adverse benefit determination on review.

Right To A Formal Review Of An Adverse Benefit Determination

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

You or your representative may submit written comments, documents, records, and any other information relating to your claim for benefits to the Board of Managers. The Board of

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

The Board of Managers will notify you of its benefit determination on review. In the case of an adverse benefit determination, the notice will include the specific reason or reasons for the adverse determination, reference to the specific Plan provisions on which the benefit determination is based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The notice will also include a statement that the Plan does not have any additional mandatory appeal procedures and that you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act, as amended.

Statute of Limitations for Filing Claims

Except for a claim for fiduciary breach brought under section 413 of ERISA, 29 U.S.C. §1113, a claimant must file in a court with jurisdiction over such claim or action no later than two years after the event that gave rise to the claim.

Venue for Class Action Lawsuit

To the fullest extent permitted by law, any class action lawsuit relating to the Plan must be filed in (i) the jurisdiction in which the Plan is principally administered, which is currently the Commonwealth of Virginia; or (ii) the jurisdiction in which the largest number of putative class members resides (or if that jurisdiction cannot be determined, the jurisdiction in which the largest number of class members is reasonably believed to reside).

If any class action lawsuit is filed in a jurisdiction other than one of those described above or if any non-class action filed in such a jurisdiction is subsequently amended or altered to include class action allegations, then all parties to such action that are related to the Plan shall take all necessary steps to have the action removed to, transferred to, or re-filed in a jurisdiction as described above.

Plan Sponsor

Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510

Plan Administrator

Board of Managers
Thrift and Investment Plan
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510

Plan Trustee

Vanguard Fiduciary Trust Company
P. O. Box 1101
Valley Forge, PA 19482-1101
(Reference Plan Number 090087)

Record Keeper

The Vanguard Group
P. O. Box 2900
Valley Forge, PA 19482-2900
800-523-1188
(Reference Plan Number 090087)

Plan Year

The Plan's fiscal year begins on January 1 and ends on December 31.

Agent For Service Of Legal Process

Board of Managers
Thrift and Investment Plan
c/o John P. Rathbone, Chairman
Three Commercial Place
Norfolk, VA 23510

Name of Plan

Thrift and Investment Plan of Norfolk Southern Corporation and Participating Subsidiary Companies

Plan Number

002

Type of Plan

Defined contribution plan with a cash or deferred arrangement under section 401(k) of the Internal Revenue Code. A portion of the Plan is an employee stock ownership plan under the Internal Revenue Code and ERISA. The Plan is intended to constitute a plan described in section 404(c) of ERISA.

Employer Identification Number

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

Your Rights Under Law

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

I. Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

II. Prudent Actions by Plan Fiduciaries

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

III. Enforce Your Rights

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

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

pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

IV. Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 866-444-EBSA (3272).