

Model QDRO
Retirement Plan of Norfolk Southern Corporation and
Participating Subsidiary Companies

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Model QDRO
Retirement Plan of Norfolk Southern Corporation and
Participating Subsidiary Companies

Background Information About the Retirement Plan

The Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies (the “Plan”) is a defined benefit pension plan. The Plan is established and maintained by Norfolk Southern for its nonagreement (i.e., nonunion) employees. The Plan provides a monthly pension to a participant upon retirement.

Norfolk Southern also maintains several defined contribution 401(k) plans. There is a 401(k) plan for nonagreement (i.e., non-union) employees, known as the Thrift and Investment Plan, and a 401(k) plan for certain agreement (i.e., union) employees, known the Thoroughbred Retirement Investment Plan. If you intend to assign a portion of either of these 401(k) plans, please access the appropriate procedures, instructions and model orders at www.nscorp.com, and entering the phrase “QDRO” in the search box.

We prefer that you obtain separate orders if you are seeking an order to divide benefits under the Plan and also under either of the 401(k) plans.

Norfolk Southern Corporation does not administer Railroad Retirement benefits. Any questions concerning the partition of Tier I and Tier II benefits should be addressed to the Railroad Retirement Board (RRB). You can contact the RRB by e-mail at law@rrb.gov or by phone at 312-751-4948. Information about assigning Railroad Retirement benefits may be found on the RRB website, at www.rrb.gov.

Explanation of a Qualified Domestic Relations Order

Federal law generally prohibits retirement plans, like the Plan, from assigning or alienating a Participant’s benefits. However, the Plan can assign a Participant’s benefits to an “Alternate Payee” who is the Participant’s spouse, child or former spouse, if it is ordered to do so under a domestic relations order that is issued in connection with an action for divorce, dissolution, annulment, legal separation or family support. The Plan administrator will review any such domestic relations order to determine whether it contains all the necessary terms to be a “qualified domestic relations order” (“QDRO”).

If the Plan administrator determines that the order is qualified, then the administrator will assign the portion of the Participant’s Retirement Plan benefit, as specified in the order.

If the Plan administrator determines that the order is not a QDRO, then Plan administrator will not assign any benefit to the Alternate Payee.

QDRO Procedures and Plan Summary. The Plan administrator has adopted procedures that it uses to determine the qualified status of domestic relations orders and to administer distributions under such orders. **You should get a copy of these procedures and read them carefully.** You should also read the Plan summary before drafting your QDRO.

The fastest way for you to get a copy of these procedures and the Plan summary is from the Employees page of the Norfolk Southern Corporation website, at www.nscorp.com >Work at NS>Model QDRO forms.

Using the Model QDRO Forms. We have prepared two Model QDROs forms to assist employees and their spouses to reach agreement on the division of benefits under the Plan. We encourage you to use one of the Model QDROs forms because it will expedite our review and approval of the order and the division of the Participant's benefits under the Plan, but you are not required to do so.

There are two Model QDROs forms for the Plan – a form for a Shared Interest Approach and a form for a Separate Interest Approach. These forms take two different approaches in dividing benefits under the Plan.

Shared Interest Approach – Under the Shared Interest Approach, the Alternate Payee will not receive any payments until the Participant receives a payment, and then the Alternate Payee will share in the monthly benefits being paid to the Participant. Payments to the Alternate Payee will cease upon the earlier of the Alternate Payee's death or the Participant's death. If a Participant is already in pay status, any survivor benefits will be paid pursuant to the election that the Participant made before benefits commenced. **This approach must be used if a Participant is already receiving a monthly benefit from the Plan.**

Separate Interest Approach – An award to an Alternate Payee can be made using a Separate Interest Approach if the order is determined to be a qualified domestic relations order by the plan administrator before benefits have commenced to the Participant. Under the Separate Interest Approach, the Participant's retirement benefit is divided into two portions, with the intent of giving the Alternate Payee a portion of the benefit to be paid at a time and in a form different than that chosen by the Participant. The order must be clear that any portion of the Participant's accrued benefit that is assigned to the

Alternate Payee will be actuarially converted (using the Plan's factors) to a benefit based on the life of the Alternate Payee.

Treating the Alternate Payee as a Surviving Spouse with Respect to the Qualified Pre-retirement Survivor Annuity ("QPSA") – Under either the shared interest or separate interest approach, if the Participant's benefits have not yet commenced under the Plan, then the order must specify if and the extent to which the Alternate Payee is to be treated as the surviving spouse of the Participant under the QPSA. If the Alternate Payee is to be treated as the surviving spouse of the Participant, the order must be clear that if the Participant dies prior to the commencement of benefits to the Alternate Payee or Participant, the only benefit payable under the plan would be all or a portion of the pre-retirement survivor annuity. If the Alternate Payee is not treated as the surviving spouse, no benefit would be payable to the Alternate Payee if the Participant dies prior to commencement of benefits to the Alternate Payee.

Treating the Alternate Payee as a Surviving Spouse with Respect to the Postretirement Joint and Survivor Annuity – Under either the shared interest or separate interest approach, if the Participant's benefits have not yet commenced under the Plan, then the order must specify if and to the extent the Alternate Payee is to be treated as the surviving spouse of the Participant under the post-retirement joint and survivor annuity. If the Alternate Payee is not treated as the surviving spouse under the post-retirement joint and survivor annuity, no benefit would be payable to the Alternate Payee if the Participant dies after commencement of benefits to the Participant.

It is up to the drafters of any order to determine whether the Shared Interest Approach or Separate Interest Approach will best achieve the purposes for which pension benefits are being divided.

Your attorney should review the Model QDRO forms to determine whether the form is appropriate for your use. The Model QDRO forms reflect the provisions that are used most frequently to allocate benefits under Plan; it does not contain all of the possible options.

The Model QDRO forms provide for alternate methods of dividing benefits. Do not include more than one alternative in your order where multiple alternatives are provided.

The Model QDRO forms use a "fill in the blank" format. Do not attempt to fill in the blanks on a hard copy of this form and send it in – you should download, save and create your own form. You need to create your own form because the

blank spaces provide alternative methods of dividing benefits; thus, the form will be ambiguous if you complete one alternative on the form and leave the other alternative blank. The blanks use 50% next to many of the percentages, as this is typically the percentage used; please insert the appropriate percentage or, if 50% is correct for your situation, remove the brackets.

Review of Draft QDROs. The Norfolk Southern Employee Benefits office (Employee Benefits) will, upon request, review a draft domestic relations order (including non-Model orders) prior to entry by a court. Please note that, although Employee Benefits will review draft orders assigning a Participant's benefit under the Plan, ***the Plan administrator will not make a final determination of whether a proposed order satisfies the requirements to be a QDRO or put a hold on the Participant's benefit until the Plan administrator receives a signed judgment, order or decree with respect to the assignment of assets under the Plan.*** You may send draft orders to Employee Benefits, attn: Manager Retirement Plans by fax to (757) 823-5759, by email to pension@nscorp.com, or mail them to Employee Benefits at the address listed at the end of these instructions.

Questions Regarding the Model QDRO Forms. If you have any questions regarding the Model QDRO forms, you should call the Manager Retirement Plans at (470) 463-6350, or write to:

Norfolk Southern Employee Benefits Attn:
Manager Retirement Plans
650 West Peachtree Street, NW Atlanta,
GA 30308

Drafting Instructions for the Model QDRO – Shared Interest Approach

Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies

Caption, Formatting, etc. -- At the top of the order, insert the appropriate caption, including name of plaintiff or petitioner, defendant or respondent, case number, and/or any other information required by the court.

The numbers below refer to the corresponding paragraph of the order.

2. Status of Order

Complete this section with the correct references to state law.

5. Identification of Participant

The correct name, address, and date of birth of the Participant must be provided.

Although not required, plan administration will be simplified and the order processed faster, if the order specifies the Participant's social security number. Alternatively, the social security number may be provided by separate addendum or in a separate letter to better protect this sensitive information.

6. Identification of Alternate Payee

The correct name, address, and date of birth of the Alternate Payee must be provided. In the event that an Alternate Payee is a minor or legally incompetent, the order should also include the name and address of the Alternate Payee's legal representative.

Although not required, plan administration will be simplified and the order processed faster, if the order specifies the Alternate Payee's social security number. Alternatively, the social security number may be provided by separate addendum or in a separate letter to better protect this sensitive information.

7. Relationship Between Participant and Alternate Payee

Describe the relationship between Participant and Alternate Payee leading to entry of the order; for example, such language might say "A divorce order terminating the marriage between the Participant and the Alternate Payee was entered on _____ or "The Participant and the Alternate Payee are married and an order providing for their legal separation was entered on _____".

8. Amount of Benefits to Be Paid to the Alternate Payee

One alternative should be completed. If the Participant is already in pay status, choose alternative 1. If the Participant is not yet in pay status, choose either alternative 2 or alternative 3. Alternative 2 divides the benefit as a flat percentage, while alternative 3 divides the benefit by a flat percentage multiplied by the marital share. Any temporary early retirement subsidy will be divided in the same manner specified in the alternative selected; a temporary early retirement subsidy includes, for example, that portion of the benefit that will be offset by 70% of the

monthly benefit payable to the Participant under the Railroad Retirement Act commencing at the Participant's earliest eligibility age following retirement, or offset by 66-2/3% of the monthly benefit payable to the Participant under the Social Security Act commencing at the Participant's earliest eligibility age following retirement.

If the Participant is not in pay status, the parties should consider the impact of the Participant's post-retirement benefit election with respect to the amount assigned to the Alternate Payee under this paragraph and under paragraph 11. For example, the parties should consider the effect on the amount assigned to the Alternate Payee if the Participant remarries and, upon retirement, elects a 100% joint and surviving spouse option.

10. Treatment of Alternate Payee as Participant's Spouse with Respect to the Qualified Pre-retirement Survivor Annuity Choose whether the Alternate Payee is to be treated as a surviving spouse of the Participant for purposes of the Qualified Pre-retirement Survivor Annuity ("QPSA"). A QPSA will only be paid to the Alternate Payee if the Participant predeceases the Alternate Payee prior to the commencement of benefits to the Alternate Payee or the Participant. **If the Participant is already receiving a monthly benefit from the Plan, this paragraph should not be completed.** Each alternative is described below.

Alternative 1

This alternative awards the Alternate Payee the entire QPSA payable by the Plan, both the QPSA based on the amount of the Participant's accrued benefit assigned to the Alternate Payee. If the Participant remarries, the Participant's subsequent spouse will not be treated as the surviving spouse for purposes of the QPSA under the Plan.

Alternative 2

This alternative awards the Alternate Payee a portion of the QPSA payable by the Plan, based on the amount of the Participant's accrued benefit assigned to the Alternate Payee. If the Participant remarries, the Participant's subsequent spouse will be treated as the surviving spouse for purposes any remaining portion of the QPSA under the Plan that is not assigned to the Alternate Payee.

Choose either subparagraph (a) or subparagraph (b):

Subparagraph (a) awards the Alternate Payee the portion of the benefit assigned pursuant to paragraph 8 multiplied by the QPSA.

Subparagraph (b) awards the Alternate Payee the entire benefit assigned pursuant to paragraph 8, not to exceed the entire QPSA.

Alternative 3

Under this alternative the Alternate Payee would receive nothing from the Plan if the Participant dies before the Alternate Payee and before benefits commence. If the participant remarries, the Participant's subsequent spouse may qualify for the entire QPSA.

11. Treatment of Alternate Payee as Participant's Spouse with Respect to the Post-Retirement Joint and Survivor Annuity Choose whether the Alternate Payee is to be treated as a surviving spouse of the Participant for purposes of the post-retirement joint and survivor annuity. Any death benefit payable will only be paid to the Alternate Payee if the Participant predeceases the Alternate Payee after commencement of benefits to the Participant. **If the Participant is already receiving a monthly benefit from the Plan, this paragraph should not be completed.** Each alternative is described below.

Alternative 1

Under this alternative, the Alternate Payee will be treated as the Participant's spouse for purposes of the entire post-retirement joint and survivor annuity payable by the Plan. If the Participant has remarried, as of the date of retirement, the Participant's subsequent spouse will not be treated as the surviving spouse for purposes of the post-retirement joint and survivor annuity under the Plan.

Alternative 2

This alternative awards the Alternate Payee a portion of the postretirement joint and survivor annuity payable by the Plan, based on the amount of the Participant's accrued benefit assigned to the Alternate Payee. If the Participant remarries, the Participant's subsequent spouse will be treated as the surviving spouse for purposes any remaining portion of the post-retirement joint and survivor annuity that is not assigned to the Alternate Payee.

Choose either subparagraph (a) or subparagraph (b):

Subparagraph (a) awards the Alternate Payee the portion assigned pursuant to paragraph 8 multiplied by the QPSA.

Subparagraph (b) awards the Alternate Payee the entire benefit assigned pursuant to paragraph 8, but not exceeding the entire postretirement joint and survivor annuity.

Alternative 3

Under this alternative, the Alternate Payee would receive nothing from the Plan for purposes of the post-retirement survivor annuity. The Participant's total post-retirement survivor annuity shall be paid in accordance with the Plan. .

Model QDRO – Shared Interest Approach

**Retirement Plan of
Norfolk Southern Corporation and
Participating Subsidiary Companies**

This Domestic Relations Order is provided as a sample of language that Plan Administrator would find acceptable under a shared interest approach to dividing the Participant's benefits. This model is furnished as a convenience for legal counsel of the Participant and Alternate Payee and should be reviewed by such legal counsel before adoption on behalf of the Participant and Alternate Payee.

IN THE _____ COURT OF THE STATE OF _____

IN AND FOR THE COUNTY OF _____

[Drafting Note: Insert appropriate caption, including name of plaintiff or petitioner, defendant or respondent, case number, page numbers, and/or any other information required by the court.]

QUALIFIED DOMESTIC RELATIONS ORDER

IT IS HEREBY ORDERED AS FOLLOWS:

1. *Jurisdiction of Court*

This Court has jurisdiction over the parties hereto and over the subject matter of this action and has the authority to enter this Qualified Domestic Relations Order.

2. *Status of Order*

This order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined benefit pension plan which is qualified under § 501 of the Internal Revenue Code of the Internal Revenue Code ("Code"). It is intended to constitute a Qualified Domestic Relations Order under § 414(p) of the Code and § 206(d) of the Employee Retirement Income Security Act of

1974 (“ERISA”). This order is entered pursuant to the authority granted in Section _____ of the applicable domestic relations laws of the [State/Commonwealth] of _____.

3. Identification of Plan

This order applies to benefits under the Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies, sponsored by Norfolk Southern Corporation and referred to herein as the “Plan.”

4. Administration of Plan

The Plan is administered by the Board of Managers for the Plan (the “Plan Administrator”), whose address is 650 West Peachtree Street, NW, Atlanta, GA 30308.

5. Identification of Participant

Name of Participant: _____

Address of Participant: _____

_____ Social Security Number of Participant: _____

_____ Date of Birth of Participant: _____

The address of the Participant may be changed from time to time by written notice given to the Board of Managers. The Participant has the duty to notify the Board of Managers of any change in the above-listed address subsequent to the entry of this Order.

6. Identification of Alternate Payee

Name of Alternate Payee: _____

Address of Alternate Payee: _____

_____ Social Security Number of Alternate Payee: _____ Date

_____ of Birth of Alternate Payee: _____

The address of the Alternate Payee may be changed from time to time by written notice given to the Board of Managers. The Alternate Payee has the duty to notify the Board of Managers of any change in the above-listed address subsequent to the entry of this order.

7. Relationship Between Participant and Alternate Payee

[Describe the relationship between Participant and Alternate Payee leading to entry of the order; see drafting instructions.]

8. Amount of Benefits to be Paid to the Alternate Payee

Alternative 1 [use if the Participant is already in pay status] This order awards to the Alternate Payee [50]% of the Participant's monthly retirement benefit, including any temporary monthly early retirement supplement payable to the Participant under the Plan, commencing as soon as administratively practical after the date this order is determined to be qualified. The payments will continue until the earlier of the Alternate Payee's or the Participant's death. If the Alternate Payee should die prior to the Participant, this benefit shall revert to the Participant.

Alternative 2 [use if the Participant is not yet in pay status] This order awards to the Alternate Payee [50]% of the Participant's monthly retirement benefit, including any temporary monthly early retirement supplement payable to the Participant under the Plan, commencing as soon as administratively practical after the date payments commence to the Participant. The payments will continue until the earlier of the Alternate Payee's or the Participant's death. If the Alternate Payee should die prior to the Participant, this benefit shall revert to the Participant.

Alternative 3 [use if the Participant is not yet in pay status]

This order awards to the Alternate Payee [50]% of the Participant's monthly retirement benefit, including any temporary monthly early retirement supplement payable to the Participant under the Plan, multiplied by a fraction the numerator of which is the Participant's number of months of total benefit accrual service determined pursuant to the terms of the Plan and rounded to the next higher month earned while the Participant and Alternate Payee were married and the denominator of which is the Participant's total benefit accrual service determined pursuant to the terms of the Plan as of the commencement date provided that the resulting fraction shall not be greater than one (1). The payments will commence as soon as administratively practical after the date payments commence to the Participant. If the Alternate Payee should die prior to the Participant, this benefit shall revert to the Participant.

9. Payment of Benefits to the Alternate Payee

The Alternate Payee shall not have the right to elect a form of payment, as the Alternate Payee will receive payments from the Plan in the form of a single life annuity payable over the Participant's life, with survivor benefits (if any) paid to the Alternate Payee following the Participant's death as specified in this Order.

10. Treatment of Alternate Payee as Participant's Spouse with Respect to the Qualified Pre-retirement Survivor Annuity

[Note: This section should be included only if the Participant is not already in retirement pay status. If the Participant is in retirement pay status, any survivor benefits will be paid pursuant to the form of payment the Participant elected and may result in no benefit being payable to the Alternate Payee. Choose one that applies.]

Alternative 1

If the Participant dies prior to the Alternate Payee and prior to the commencement of benefits to the Alternate Payee or Participant, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code as to the total death benefit payable under the Plan in lieu of the benefit assigned pursuant to paragraph 8 hereof. No death benefit shall be payable if the Alternate Payee dies prior to the Participant. If the Participant remarries, the Participant's subsequent spouse will not qualify for any pre-retirement survivor annuity.

Alternative 2

If the Participant dies prior to the Alternate Payee and prior to the commencement of benefits to the Alternate Payee or Participant, in lieu of the benefit assigned pursuant to paragraph 8 hereof, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code as to

Alternative (a)

- a) the total death benefit payable under the Plan multiplied by the portion assigned in paragraph 8.

Alternative (b)

- b) the portion of the total death benefit that results in the Alternate Payee receiving an amount equal to the assigned benefit pursuant to paragraph 8 prior to the Participant's death, not to exceed the total amount of the death benefit payable under the Plan.

ADD THE FOLLOWING REGARDLESS OF WHETHER Alternative (a) and Alternative (b) is SELECTED:

No death benefit shall be payable if the Alternate Payee dies prior to the Participant. If the Participant remarries, the Participant's subsequent spouse will qualify for any remaining portion of the preretirement survivor annuity not assigned herein.

Alternative 3

The Alternate Payee shall not be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code.

11. Treatment of Alternate Payee as Participant's Spouse with Respect to the Post-Retirement Joint and Survivor Annuity

[Note: This section should be included only if the Participant is not already in retirement pay status. If the Participant is in retirement pay status, any survivor benefits will be paid pursuant to the form of payment the Participant elected and may result in no benefit being payable to the Alternate Payee. Choose one that applies]

Alternative 1

If the Participant dies prior to the Alternate Payee and after benefits have commenced, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the post-retirement joint and survivor annuity under § 417 of the Code. No other death benefits (regardless of whether the Participant has remarried) will be paid on behalf of the Participant under the Plan.

Alternative 2

If the Participant dies prior to the Alternate Payee and after benefits have commenced, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the postretirement joint and survivor annuity under § 417 of the Code as to

Alternative (a)

- a) the total death benefit payable under the Plan multiplied by the portion assigned in paragraph 8.

Alternative (b)

- b) the portion of the total death benefit that results in the Alternate Payee receiving an amount equal to the assigned benefit pursuant to paragraph 8 prior to the participant's death, not to exceed the total amount of the death benefit payable under the Plan.

ADD THE FOLLOWING REGARDLESS OF WHETHER Alternative (a) and Alternative (b) is SELECTED:

If the Participant has remarried by the time of retirement, any remaining portion of the post-retirement joint and survivor annuity not assigned herein will be paid to the Participant's surviving spouse in accordance with the Plan.

Alternative 3

The Alternate Payee shall not be treated as the Participant's spouse for purposes of the post-retirement joint and survivor annuity under the Plan.

12. *Limitations*

This order shall not be construed to require the Plan, the Plan Administrator, or any Plan fiduciary to:

- (A) Make any payment or take any action that is inconsistent with any federal law, rule, regulation or applicable judicial decision;
- (B) Provide any type or form of benefit or any option which is not otherwise provided under the terms of the Plan;
- (C) Provide the Alternate Payee with a joint and survivor annuity for the Alternate Payee's life and then for the life of the Alternate Payee's subsequent spouse;
- (D) Provide total benefits having a greater actuarial value, as determined pursuant to the terms of the Plan, than would have been payable in the absence of this order; and
- (E) Pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

13. *Completion of Required Documents*

The Alternate Payee shall, prior to the distribution of benefits awarded hereunder, complete and return all forms and documents required by the Plan Administrator for the Plan, the trustee, or as may be required by law.

14. *Overpayments*

The Plan Administrator reserves the right to recoup an overpayment made to the Participant and/or Alternate Payee in the event that the Plan Administrator determines that an overpayment has been made to the Participant and/or Alternate Payee for any reason, including but not limited to (a) if the Participant retires under the Plan but continues employment in the railroad industry and qualifies for a Railroad Retirement annuity before age 62, or (b) if the Participant qualifies for a disability annuity from Railroad Retirement or Social Security at any time. If the parties cannot come to an agreement regarding their respective liability toward the Plan's recoupment of such overpayments, the Court shall reserve jurisdiction regarding the allocation of such repayments to the Plan between the Participant and the Alternate Payee.

15. Taxes

The Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income and any other taxes attributable to any and all payments made from the Plan which are received by the Participant and Alternate Payee, respectively.

16. Constructive Receipt

In the event the Plan trustee pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this order, the Participant shall, within ten (10) days of the earlier of the date the benefits were inadvertently paid to the Participant or the date the Alternate Payee demands payment from the Participant (such as if this Court enters this order *nunc pro tunc* with respect to benefits previously paid by the Plan trustee to the Participant), reimburse such benefits to the Alternate Payee.

17. Return to Work

In the event the Participant returns to work after retirement and incurs a total or partial suspension of his monthly pension annuity, the Alternate Payee's assigned share of the benefits as set forth in Section 8 shall similarly be suspended.

18. Successor and Predecessor Plans

Any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described herein is incurred, shall also be subject to the terms of this order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this order.

19. Effect of Plan Termination

In the event that the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

20. IRC Section 415 Limitations

Notwithstanding the provisions of this order to the contrary, it is understood that Internal Revenue Code Section 415 and applicable provisions of the Plan impose maximum benefit payment limitations which may not be exceeded, and testing for such limitations requires aggregation of the

Participant's benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Participant and the Alternate Payee would exceed such Section 415 limitations, the Participant and Alternate Payee shall share on a "pro rata" basis, any benefit reduction imposed by the Plan to comply with Section 415. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Participant or Alternate Payee, as applicable. Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Participant's and Alternate Payee's respective share of the benefits shall increase in a proportionate manner.

21. Continuing Jurisdiction

This Court retains jurisdiction to amend this order for purposes of establishing or maintaining its qualification as a Qualified Domestic Relations Order, and to effectuate the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders that are just, equitable and necessary to enforce, secure and sustain the benefits awarded to the Alternate Payee, in the event that the Participant and/or the Plan Administrator fail to comply with any or all of the provisions contained herein. Such further orders may also include, but not be limited to, nunc pro tunc orders or orders that "recharacterize" the benefits awarded under this Plan to apply to benefits earned by the Participant under another plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this order.

Date

Judge

Attorney for Participant

Attorney for Alternate Payee

Drafting Instructions for the Model QDRO – Separate Interest Approach

Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies

NOTE: This Separate Interest Approach Order cannot be used if the Participant is already receiving a monthly benefit from the Plan; in that case, please refer to the Model QDRO – Shared Interest Approach.

Caption, Formatting, etc. -- At the top of the order, insert the appropriate caption, including name of plaintiff or petitioner, defendant or respondent, case number, and/or any other information required by the court.

The numbers below refer to the corresponding paragraph of the order.

2. Status of Order

Complete this section with the correct references to state law.

5. Identification of Participant

The correct name, address, and date of birth of the Participant must be provided.

Although not required, plan administration will be simplified and the order processed faster, if the order specifies the Participant's social security number. Alternatively, the social security number may be provided by separate addendum or in a separate letter to better protect this sensitive information.

6. Identification of Alternate Payee

The correct name, address, and date of birth of the Alternate Payee must be provided. The social security number may be provided by separate letter. In the event that an alternate payee is a minor or legally incompetent, the order should include the name and address of the alternate payee's legal representative.

Although not required, plan administration will be simplified and the order processed faster, if the order specifies the Alternate Payee's social security number. Alternatively, the social security number may be provided by separate addendum or in a separate letter to better protect this sensitive information.

7. Relationship Between Participant and Alternate Payee

Describe the relationship between Participant and Alternate Payee leading to entry of the order; for example, such language might say “A divorce order terminating the marriage between the Participant and the Alternate Payee was entered on _____” or “The Participant and the Alternate Payee are married and an order providing for their legal separation was entered on _____”.

8. Amount of Benefits to Be Paid to the Alternate Payee One alternative should be completed.

Alternative 1 awards a fixed percentage of the Participant’s benefit as of a certain date. Alternative 2 awards a marital share of the Participant’s benefit as of a certain date. The assignment date in alternative 1 or alternative 2 is the date as of which the Participant’s benefit is to be divided. Alternative 3 awards a marital share of the Participant’s benefit as of a future date, which is the earlier of the date benefits commence to the Participant, or the date the Alternate Payee elects to commence benefits.

Complete the Optional Language if the order is to award the Alternate Payee a portion of the temporary early retirement subsidy. Any temporary early retirement subsidy awarded to the Alternate Payee must be paid on a shared interest approach since the amount payable, if any, and the date it commences will not be known until the Participant actually retires. Alternative 1 awards a fixed percentage of the Participant’s temporary early retirement subsidy. Alternative 2 awards a marital share of the Participant’s temporary early retirement subsidy. A temporary early retirement subsidy includes, for example, that portion of the benefit that will be offset by 70% of the monthly benefit payable to the Participant under the Railroad Retirement Act commencing at the Participant’s earliest eligibility age following retirement, or offset by 66-2/3% of the monthly benefit payable to the Participant under the Social Security Act commencing at the Participant’s earliest eligibility age following retirement.

10. Treatment of Alternate Payee as Participant’s Spouse with Respect to the Qualified Pre-retirement Survivor Annuity

Choose whether the Alternate Payee is to be treated as a surviving spouse of the Participant for purposes of the Qualified Pre-retirement Survivor Annuity (“QPSA”). Any QPSA will only be paid to the Alternate Payee if the Participant predeceases the Alternate Payee prior to the commencement of

benefits to the Alternate Payee or the Participant. Each alternative is described below.

Alternative 1

This alternative awards the Alternate Payee the entire QPSA payable by the Plan, both the QPSA based on the amount of the Participant's accrued benefit assigned to the Alternate Payee. If the Participant remarries, the Participant's subsequent spouse will not be treated as the surviving spouse for purposes of the QPSA under the Plan.

Alternative 2

This alternative awards the Alternate Payee a portion of the QPSA payable by the Plan, based on the amount of the Participant's accrued benefit assigned to the Alternate Payee. If the Participant remarries, the Participant's subsequent spouse will qualify for any remaining portion of the QPSA under the Plan that is not assigned to the Alternate Payee.

Choose either subparagraph (a) or subparagraph (b):

Subparagraph (a) awards the Alternate Payee the portion of the benefit assigned pursuant to paragraph 8 multiplied by the QPSA.

Subparagraph (b) awards the Alternate Payee the entire benefit assigned pursuant to paragraph 8, not to exceed the entire QPSA.

Alternative 3

Under this alternative the Alternate Payee would receive nothing from the Plan if the Participant dies before the Alternate Payee and before benefits commence. If the participant remarries, the Participant's subsequent spouse will qualify for the entire QPSA.

11. Treatment of Alternate Payee as Participant's Spouse with Respect to the Post-Retirement Joint and Survivor Annuity Choose whether the Alternate Payee is to be treated as a surviving spouse of the Participant for purposes of the Participant's postretirement joint and survivor annuity. The death benefit payable under Alternative 1 is in addition to the benefit the Alternate Payee is entitled to receive under the QDRO, and will only be paid if the Participant predeceases the Alternate Payee after the Participant has commenced receipt of benefits. Each alternative is described below.

Alternative 1

Under this alternative, the Alternate Payee will be treated as the Participant's spouse for purposes of the Participant's post-retirement joint and survivor

annuity payable by the Plan, as to the specified percentage of the total death benefit. If the Participant has remarried, as of the date of retirement, the Participant's subsequent spouse will qualify for the remaining portion of the total death benefit, if any.

Alternative 2

Under this alternative, the Alternate Payee would receive nothing from the Plan for purposes of the post-retirement survivor annuity. The Participant's total post-retirement survivor annuity shall be paid in accordance with the Plan.

Model QDRO – Separate Interest Approach

**Retirement Plan of
Norfolk Southern Corporation and
Participating Subsidiary Companies**

This Domestic Relations Order is provided as a sample of language that Plan Administrator would find acceptable under a separate interest approach to dividing the Participant's benefits. This model is furnished as a convenience for legal counsel of the Participant and Alternate Payee and should be reviewed by such legal counsel before adoption on behalf of the Participant and Alternate Payee.

IN THE _____ COURT OF THE STATE OF _____

IN AND FOR THE COUNTY OF _____

[Drafting Note: Insert appropriate caption, including name of plaintiff or petitioner, defendant or respondent, case number, page numbers, and/or any other information required by the court.]

QUALIFIED DOMESTIC RELATIONS ORDER

IT IS HEREBY ORDERED AS FOLLOWS:

1. Jurisdiction of Court

This Court has jurisdiction over the parties hereto and over the subject matter of this action and has the authority to enter this Qualified Domestic Relations Order.

2. Status of Order

This order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined benefit pension plan which is qualified under § 501 of the Internal Revenue Code of the Internal Revenue Code ("Code"). It is intended to constitute a Qualified Domestic Relations Order under § 414(p) of the Code and § 206(d) of the Employee Retirement Income Security Act of

1974 ("ERISA"). This order is entered pursuant to the authority granted in Section _____ of the applicable domestic relations laws of the [State/Commonwealth] of _____.

3. Identification of Plan

This order applies to benefits under the Retirement Plan of Norfolk Southern Corporation and Participating Subsidiary Companies, sponsored by Norfolk Southern Corporation and referred to herein as the "Plan."

4. Administration of Plan

The Plan is administered by the Board of Managers for the Plan (the "Plan Administrator"), whose address is 650 West Peachtree Street, NW, Atlanta, GA 30308.

5. Identification of Participant

Name of Participant: _____

Address of Participant: _____

_____ Social Security Number of Participant: _____

_____ Date of Birth of Participant: _____

The address of the Participant may be changed from time to time by written notice given to the Board of Managers. The Participant has the duty to notify the Board of Managers of any change in the above-listed address subsequent to the entry of this order.

6. Identification of Alternate Payee

Name of Alternate Payee: _____

Address of Alternate Payee: _____

_____ Social Security Number of Alternate Payee: _____ Date

_____ of Birth of Alternate Payee: _____

The address of the Alternate Payee may be changed from time to time by written notice given to the Board of Managers. The Alternate Payee has the duty to notify the Board of Managers of any change in the above-listed address subsequent to the entry of this order.

7. Relationship Between Participant and Alternate Payee

[Describe the relationship between Participant and Alternate Payee leading to entry of the order; see drafting instructions.]

8. Amount of Benefits to Be Paid to the Alternate Payee

[Drafting note: Complete either Alternative 1 or Alternative 2. Complete the Optional Language if the order is to award the Alternate Payee a portion of the temporary early retirement subsidy.]

This order hereby awards to the Alternate Payee:

Alternative 1

[50] % of the Participant's accrued benefit, excluding any temporary early retirement supplement, determined pursuant to the terms of the Plan on _____ (referred to herein as the "Assignment Date").

If the Alternate Payee should die prior to the Participant and prior to the commencement of benefits to the Alternate Payee or the Participant, this benefit shall revert to the Participant.

Alternative 2

[50] % of the Participant's accrued benefit, excluding any temporary early retirement supplement, determined pursuant to the terms of the Plan on _____

_____ (referred to herein as the "Assignment Date"), multiplied by a fraction the numerator of which is the Participant's number of months of total benefit accrual service determined pursuant to the terms of the Plan and rounded to the next higher month earned while the Participant and Alternate Payee were married and the denominator of which is the Participant's total benefit accrual service determined pursuant to the terms of the Plan as of the Assignment Date provided that the resulting fraction shall not be greater than one (1). The Participant and Alternate Payee were married on _____ and were divorced on _____. If the Alternate Payee should die prior to the Participant and prior to the commencement of benefits to the Alternate Payee or the Participant, this benefit shall revert to the Participant.

Alternative 3

[50] % of the Participant's accrued benefit at the earlier of commencement of benefits to the Participant or to the Alternate Payee, excluding any temporary early retirement supplement, multiplied by a fraction the numerator of which is the Participant's number of months of total benefit accrual service determined pursuant to the terms of the Plan and rounded to the next higher month earned while the Participant and Alternate Payee were married and the denominator of which is the Participant's total benefit accrual service determined pursuant to the terms of the Plan as of the commencement date provided that the resulting fraction shall not be greater than one (1). The Participant and Alternate Payee were married on _____ and were divorced on _____. If the

Alternate Payee should die prior to the Participant and prior to the commencement of benefits to the Alternate Payee or the Participant, this benefit shall revert to the Participant.

Optional Language for Temporary Early Retirement Subsidy

Alternative 1 Optional Language

[50] % of the Participant's temporary early retirement subsidy, if any, commencing on the date the temporary early retirement subsidy commences to be paid to the Participant and ending on the date payment of the temporary early retirement subsidy ceases to be paid to the Participant. The payment of the amount of the Participant's temporary early retirement subsidy awarded to the Alternate Payee shall be paid to the Alternate Payee under the shared interest approach. If the Alternate Payee should die prior to the Participant, this temporary early retirement subsidy benefit shall revert to the Participant.

Alternative 2 Optional Language

[50] % of the Participant's temporary early retirement subsidy, if any, multiplied by a fraction the numerator of which is the Participant's number of months of total benefit accrual service determined pursuant to the terms of the Plan and rounded to the next higher month earned while the Participant and Alternate Payee were married and the denominator of which is the Participant's total benefit accrual service determined pursuant to the terms of the Plan as of the Participant's commencement of benefits, commencing on the date the temporary early retirement subsidy commences to be paid to the Participant and ending on the date payment of the temporary early retirement subsidy ceases to be paid to the Participant. The payment of the amount of the Participant's temporary early retirement subsidy awarded to the Alternate Payee shall be paid to the alternate payee under the shared interest approach. If the Alternate Payee should die prior to the Participant, this temporary early retirement subsidy benefit shall revert to the Participant.

9. Payment of Benefits to the Alternate Payee

The Alternate Payee may elect to receive payments from the Plan of the benefits assigned to the Alternate Payee (other than the portion of any temporary early retirement subsidy assigned to the Alternate Payee) under this order in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse), but only if the form elected complies with the minimum distribution requirements of §

401(a)(9) of the Code. The amount of any temporary early retirement subsidy awarded to the Alternate Payee shall be paid under the shared interest approach as set forth in paragraph 8. Any form of payment elected shall be adjusted actuarially pursuant to the terms of the Plan (i) to convert the accrued benefit from a life annuity for the life of the Participant to a life annuity for the life of the Alternate Payee, (ii) to reflect the form of payment elected and/or (iii) to reflect early commencement. Payments to the Alternate Payee pursuant to this order shall commence on any date elected by the Alternate Payee pursuant to the terms of the Plan, but not earlier than the Participant's earliest retirement age (or such earlier date as allowed under the terms of the Plan), and not later than the earlier of (A) the date the Participant would be required to commence benefits under the terms of the Plan, or (B) the latest date permitted by § 401(a)(9) of the Code. For purposes of this order, the Participant's earliest retirement age shall be the earlier of (i) the date on which the Participant is entitled to a distribution under the Plan, or (ii) the later of (a) the date the Participant attains age 55, or (b) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

10. Treatment of Alternate Payee as Participant's Spouse with Respect to the Qualified Pre-retirement Survivor Annuity: (choose one that applies)

Alternative 1

If the Participant dies prior to the Alternate Payee and prior to the commencement of benefits to the Alternate Payee or Participant, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code as to the total death benefit payable under the Plan in lieu of the benefit assigned pursuant to paragraph 8 hereof. No death benefit shall be payable if the Alternate Payee dies prior to the Participant. If the participant remarries, the Participant's subsequent spouse will not qualify for any pre-retirement survivor annuity.

Alternative 2

If the Participant dies prior to the Alternate Payee and prior to the commencement of benefits to the Alternate Payee or Participant, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code as to

Alternative (a)

- a) the total death benefit payable under the plan multiplied by the portion assigned in paragraph 8.

Alternative (b)

- b) the portion of the total death benefit that results in the Alternate Payee receiving an amount equal to the assigned benefit pursuant to paragraph 8 prior to the participant's death, not to exceed the total amount of the death benefit payable under the plan.

ADD THE FOLLOWING REGARDLESS OF WHETHER Alternative (a) and Alternative (b) is SELECTED:

No death benefit shall be payable if the Alternate Payee dies prior to the Participant. If the Participant remarries, the Participant's subsequent spouse will qualify for any remaining portion of the preretirement survivor annuity.

Alternative 3

The Alternate Payee shall not be treated as the Participant's spouse under the Plan for purposes of the qualified pre-retirement survivor annuity under §§ 401(a)(11) and 417 of the Code.

11. Treatment of Alternate Payee as Participant's Spouse with Respect to the Post-Retirement Joint and Survivor Annuity

[Note: Separate from the benefit assigned to the Alternate Payee under the QDRO, the Alternate Payee may also be treated as the Participant's surviving spouse for purposes of the Post-Retirement Joint and Survivor Annuity].

Alternative 1

If the Participant dies prior to the Alternate Payee and after benefits have commenced, the Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of the post-retirement joint and survivor annuity under § 417 of the Code as to ____% of the total death benefit. The remaining portion of the death benefit, if any, shall be paid in accordance with the Plan.

Alternative 2

The Alternate Payee shall not be treated as the Participant's spouse for purposes of any post-retirement joint and survivor annuity under the Plan.

12. Limitations

This order shall not be construed to require the Plan, the Plan administrator, or any Plan fiduciary to:

- (A) Make any payment or take any action that is inconsistent with any federal law, rule, regulation or applicable judicial decision;

- (B) Provide any type or form of benefit or any option which is not otherwise provided under the terms of the Plan;
- (C) Provide the Alternate Payee with a joint and survivor annuity for the Alternate Payee's life and then for the life of the Alternate Payee's subsequent spouse;
- (D) Provide total benefits having a greater actuarial value, as determined pursuant to the terms of the Plan, than would have been payable in the absence of this order; and
- (E) Pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

13. Entitlement to Post Retirement Increases

When the Alternate Payee is in receipt of benefits under this order, and if the Plan increases benefits for those in pay status as a result of a cost-of-living adjustment or other improvement in benefits, the Alternate Payee shall receive an increased benefit as a result of a cost-of-living adjustment or benefit improvement pro rata based on the benefit assigned to the Alternate Payee pursuant to paragraph 8 hereof.

14. Completion of Required Documents

The Alternate Payee shall, prior to the distribution of benefits awarded hereunder, complete and return all forms and documents required by the Plan Administrator for the Plan, the trustee, or as may be required by law. The Alternate Payee shall timely make in writing all appropriate elections required by the Plan or the Board of Managers.

15. Overpayments

The Plan Administrator reserves the right to recoup an overpayment made to the Participant and/or Alternate Payee in the event that the Plan Administrator determines that an overpayment has been made to the Participant and/or Alternate Payee for any reason, including but not limited to (a) if the Participant retires under the Plan but continues employment in the railroad industry and qualifies for a Railroad Retirement annuity before age 62, or (b) if the Participant qualifies for a disability annuity from Railroad Retirement or Social Security at any time. If the parties cannot come to an agreement regarding their respective liability toward the Plan's recoupment of such overpayments, the Court shall reserve jurisdiction regarding the allocation of such repayments to the Plan between the Participant and the Alternate Payee.

16. Taxes

The Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income and any other taxes attributable to any and all payments made from the Plan which are received by the Participant and Alternate Payee respectively.

17. Constructive Receipt

In the event the Plan trustee pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this order, the Participant shall, within ten (10) days of the earlier of the date the benefits were inadvertently paid to the Participant or the date the Alternate Payee demands payment from the Participant (such as if this Court enters this order *nunc pro tunc* with respect to benefits previously paid by the Plan trustee to the Participant), reimburse such benefits to the Alternate Payee.

18. Return to Work

In the event the Participant returns to work after retirement and incurs a total or partial suspension of his monthly pension annuity, the Alternate Payee's assigned share of the benefits as set forth in Section 8 shall continue unaffected by such suspension of benefits. Notwithstanding the above, the Plan Administrator shall suspend any "early retirement subsidy" and/or temporary "early retirement supplements" that were payable to the Alternate Payee prior to the Participant's return to work, if any. However, the Plan Administrator will not attempt to recoup any early retirement subsidy or supplements that may have already been paid to the Alternate Payee. When the Participant subsequently retires, the Alternate Payee's share of the benefits shall be recalculated to include a "pro-rata" share of any early retirement subsidy and/or temporary supplement payments that are reinstated to the Participant and that were assigned to the Alternate Payee under the terms of this QDRO, if any.

19. Successor and Predecessor Plans

Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, shall also be subject to the terms of this order.

20. Effect of Plan Termination

In the event that the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension

Benefit Guaranty Corporation (“PBGC”), the Alternate Payee's benefits, as stipulated herein, shall also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

21. IRC Section 415 Limitations

Notwithstanding the provisions of this order to the contrary, it is understood that Internal Revenue Code Section 415 and applicable provisions of the Plan impose maximum benefit payment limitations which may not be exceeded, and testing for such limitations requires aggregation of the Participant's benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Participant and the Alternate Payee would exceed such Section 415 limitations, the Participant and Alternate Payee shall share on a “pro rata” basis, any benefit reduction imposed by the Plan to comply with Section 415. Any such “pro rata” reductions shall be determined at the time benefit payments commence to the Participant or Alternate Payee, as applicable. Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Participant's and Alternate Payee's respective share of the benefits shall increase in a proportionate manner.

22. Continuing Jurisdiction

This Court retains jurisdiction to amend this order for purposes of establishing or maintaining its qualification as a Qualified Domestic Relations Order, and to effectuate the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders that are just, equitable and necessary to enforce, secure and sustain the benefits awarded to the Alternate Payee, in the event that the Participant and/or the Plan Administrator fail to comply with any or all of the provisions contained herein. Such further orders may also include, but not be limited to, nunc pro tunc orders or orders that “recharacterize” the benefits awarded under this Plan to apply to benefits earned by the Participant under another plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this order.

Date

Judge

Attorney for Participant

Attorney for Alternate Payee
