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June 6, 2024

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Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20423-0001

Re: *Virginia Passenger Rail Authority – Acquisition and Operation of Certain Assets of Norfolk Southern Railway Company in Fairfax and Prince William Counties, and the Cities of Manassas Park, Manassas and Alexandria, Virginia, STB Docket No. FD 36784*

Dear Ms. Brown:

Attached for filing in the above-captioned proceeding are (1) a Petition for Exemption of the Virginia Passenger Rail Authority (“VPRA”), a political subdivision of the Commonwealth of Virginia, for the acquisition of certain real property, track, other improvements and a passenger rail service easement from Norfolk Southern Railway Company, (2) a Motion to Dismiss the Petition for Exemption and (3) a Motion for Protective Order pursuant to 49 C.F.R. § 1104.14(b).

The sum of \$16,600, representing the appropriate fee for the Petition for Exemption, has been tendered electronically via Pay.gov. However, VPRA hereby requests a waiver of the filing fee because it is a state government entity, and it is filing the Petition for Exemption on behalf of the public. *See* 49 C.F.R. § 1002.2(e)(1).

Exhibit A to the Petition for Exemption is a redacted Public version of the draft Comprehensive Rail Agreement between VPRA and Norfolk Southern Railway Company. VPRA will separately file under seal an unredacted Highly Confidential version of the draft Comprehensive Rail Agreement.

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June 6, 2024

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If you have any questions regarding this filing, please feel free to contact me. Thank you for your assistance on this matter.

Respectfully submitted,

/s/ Kevin M. Sheys

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**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 36784

**VIRGINIA PASSENGER RAIL AUTHORITY – ACQUISITION AND OPERATION
OF CERTAIN ASSETS OF NORFOLK SOUTHERN RAILWAY COMPANY
IN FAIRFAX AND PRINCE WILLIAM COUNTIES, AND THE CITIES OF
MANASSAS PARK, MANASSAS AND ALEXANDRIA, VIRGINIA**

PETITION FOR EXEMPTION

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Dated: June 6, 2024

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

FINANCE DOCKET NO. 36784

**VIRGINIA PASSENGER RAIL AUTHORITY – ACQUISITION AND OPERATION OF
CERTAIN ASSETS OF NORFOLK SOUTHERN RAILWAY COMPANY
IN FAIRFAX AND PRINCE WILLIAM COUNTIES, AND THE CITIES OF MANASSAS
PARK, MANASSAS AND ALEXANDRIA, VIRGINIA**

PETITION FOR EXEMPTION

Pursuant to 49 U.S.C. § 10502 and 49 C.F.R. Part 1121, the Virginia Passenger Rail Authority (“VPRA”), a political subdivision of the Commonwealth of Virginia, petitions the Surface Transportation Board (“STB” or “Board”) for an exemption from the requirements of 49 U.S.C. § 10901 for the acquisition by VPRA of certain real property, track, other improvements and a passenger rail service easement from Norfolk Southern Railway Company (“Norfolk Southern”) located in Fairfax and Prince William Counties, and the cities of Manassas Park, Manassas, and Alexandria, Virginia and described in more detail below.¹

I. Statement of Facts

A. The Subject Transaction

VPRA is a political subdivision of the Commonwealth of Virginia and a non-carrier. Norfolk Southern is a Virginia corporation and a Class I common carrier by rail that owns the real property, track, and other improvements that are the subject of this Petition.

¹ Concurrently with this Petition for Exemption, VPRA has filed a Motion to Dismiss this Petition on the basis that the transaction qualifies for treatment under the State of Maine and its progeny. State of Maine, 8 I.C.C. 2d 835 (1991). VPRA is requesting expedited consideration of the Motion to Dismiss and has requested a decision on that Motion by August 16, 2024.

VPRA and Norfolk Southern have reached an agreement² pursuant to which VPRA will acquire from Norfolk Southern the land, tracks, and other improvements between (1) approximately MP 10.76 and MP 32.75 (the “Manassas Line”) and (2) approximately MP 9.25 and MP 10.76 (the “Seminary Passage”).³ (The Manassas Line and the Seminary Passage are collectively referred to herein as the “Subject Property.”) Norfolk Southern will retain an easement on the Subject Property to fulfill its common carrier obligation and other freight rail services pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995.⁴

VPRA also will acquire a passenger rail operating easement on the lines between approximately MP 32.75 and MP 33.6 (the “Manassas Segment”).⁵ The Subject Property and the Manassas Segment passenger rail operating easement are sometimes referred to herein as the “Subject Transaction.”

B. Other Aspects Of The Agreement Noted For Clarity

Although this Petition covers VPRA’s acquisition of the Subject Property and the Manassas Segment passenger rail operating easement, the Comprehensive Rail Agreement between the parties includes other transaction elements, summarized here for clarity.

² The transaction described in this Petition will be governed by several agreements and conveyance documents, including a Comprehensive Rail Agreement (sometimes referred to herein as the “CRA”). A public, redacted version of the draft CRA is attached hereto as Exhibit A and filed in the public docket. A confidential, unredacted version of the draft CRA is concurrently filed under seal pursuant to an accompanying Motion for Protective Order. Public and confidential versions of the final CRA and other governing agreements and conveyance documents, all of which will be in accord with the attached draft CRA in all respects pertaining to STB jurisdiction, will be filed with the Board promptly after they are finalized and executed.

³ See CRA §§ 2.1(b)(i)-(vi). The Manassas Line and Seminary Passage are contiguous corridors and could be combined as a single conveyed territory. However, they are treated separately here because the Manassas Line may close first to meet the parties’ timing requirements for economic benefit of the transaction, and the Seminary Passage may close at a later time. See Maps attached hereto as Exhibit B.

⁴ See CRA §§ 5.3(e) and 8.3(a).

⁵ See CRA § 2.1(a). See Exhibit B.

VPRA also will acquire other land, track and improvements, including (1) a continuous strip of land defined in the CRA as the Broad Run Corridor, adjacent to the Norfolk Southern line of railroad between approximately MP 33.6 and MP 36.23,⁶ (2) land, tracks, and other improvements defined in the CRA as the NRV Station Parcel adjacent to the Norfolk Southern line of railroad between approximately MP N289.86 and MP N290.20,⁷ and (3) land, tracks, and other improvements at or near MP NB300.0 in Radford, VA.⁸ However, unlike the Subject Property, all of the other land to be acquired by VPRA either does not include track or the included track constitutes spur or side tracks within the meaning of 49 U.S.C. § 10906. Accordingly, the acquisition of this land, track and improvements does not require Board exemption or approval under 49 U.S.C. § 10901.

VPRA also will have contractual passenger rail operating rights, including: (1) additional intercity passenger rail frequencies on Norfolk Southern lines between Alexandria and Roanoke, later extended to a new station (the NRV Station) in Radford, VA;⁹ (2) operating rights on the line between approximately MP N257.5 (Roanoke Station) and either MP N289.86 (to a station parcel in Christiansburg, VA)¹⁰ or MP NB300.0 (to a parcel in Radford, VA)¹¹ for a passenger trail layover facility; and (3) operating rights on the lines between approximately MP 33.6 and MP 36.0 for temporary access to Broad Run Station while a new access track is constructed. The acquisition of these contractual rights does not require Board

⁶ See CRA §§ 2.1(b)(vii)-(ix).

⁷ See CRA §§ 2.1(b)(x)-(xii).

⁸ See CRA §§ 2.1(b)(xiii)-(xv).

⁹ See CRA § 8.1(a)(i)-(ii).

¹⁰This parcel is defined in the CRA as the NRV Station Parcel and will be depicted in Exhibit D to the final CRA. See CRA Recitals. See CRA § 8.1(a)(iv).

¹¹This parcel is defined in the CRA as the Radford Layover Parcel and will be depicted in Exhibit D to the final CRA. See CRA Recitals. See CRA § 8.1(a)(5).

exemption or approval under 49 U.S.C. § 10901 because they do not involve the acquisition of a line of railroad under the statute.

In a transaction to close later, Norfolk Southern will acquire VPRA's right, title and interest in real property, equipment, fixtures and improvements of VPRA between a point just east of the connection of the Salem Crossovers (at or about MP V-250.9304) to Christiansburg at MP V-279.0 (the "V-Line"). When VPRA acquired the V-Line from Norfolk Southern in 2022, the Board held that VPRA's acquisition of the V-Line did not require Board authority because Norfolk Southern retained an exclusive and perpetual easement to perform common carrier and other freight services. Virginia Passenger Rail Authority – Acq. Exemption – Norfolk S. Railway Co., FD 36588 (STB served May 31, 2022), citing Maine, DOT – Acq. Exemption – ME Central R. Co., ("State of Maine") 8 I.C.C. 2d 835 (1991). Because Norfolk Southern continues to operate over the V-Line via its retained exclusive and perpetual easement, Norfolk Southern's re-acquisition of the real property, equipment, fixtures and improvements on the V-Line from VPRA does not require Board approval. In re-acquiring the V-line, Norfolk Southern is not acquiring the right to provide transportation over an extended or additional rail line under 49 U.S.C. § 10901.

II. Discussion

Pursuant to 49 U.S.C. § 10502, the Board shall exempt a transaction from regulation when: (1) regulation is not necessary to carry out the rail transportation policy of 49 U.S.C. § 10101; and (2) either (a) the transaction is of limited scope, or (b) regulation is not necessary to protect shippers from the abuse of market power. 49 U.S.C. § 10502.

Regulation of the Subject Transaction is not necessary to carry out the rail transportation policy of 49 U.S.C. § 10101 ("RTP"). The Subject Transaction does not involve

a transfer of freight rights or freight operations, so many elements of the RTP (§§ 10101(1), (3), (4), (5), (6), (10) and (12)) are not relevant. However, relieving VPRA from the otherwise-applicable requirements of 49 U.S.C. § 10901 would advance RTP principles such as expeditious regulatory decisions, reduced regulatory barriers to entry and expeditious handling of proceedings before the Board. See 49 U.S.C. §§ 10101(2), (7), and (15).

Regulation is not necessary to protect shippers from the abuse of market power because the Subject Transaction does not involve a transfer of freight rights or freight operations to VPRA. There will be no reduction in competition because Norfolk Southern will continue to fulfill its common carrier obligation and other freight rail services pursuant to transportation agreements under 49 U.S.C. § 10709 or other rights and responsibilities under the ICC Termination Act of 1995. 49 U.S.C. § 10502(2)(b). Although this factor alone satisfies the requirement of § 10502(2), it is worth noting that the Subject Transaction is a transaction of limited scope. VPRA is acquiring real property, track, other improvements on the Subject Property, but Norfolk Southern will retain an easement thereon to fulfill its common carrier obligation and other freight rail services pursuant to transportation agreements under 49 U.S.C. § 10709 or other rights and responsibilities under the ICC Termination Act of 1995. VPRA will acquire only a passenger rail service easement on the Manassas Segment.

III. Rail Exemption Procedural Requirements

The Subject Transaction does not require the preparation of environmental documentation under 49 C.F.R. § 1105.6(c)(1) because it will not result in changes in freight carrier operations that exceed the thresholds established in 49 C.F.R. § 1105.7(e)(4) and (5).

The Subject Transaction is excepted from historic preservation reporting requirements of 49 C.F.R. § 1105.8(b)(1) because there are no plans to dispose of or alter properties subject to Board jurisdiction that are 50 years old or older.

The Subject Transaction does not involve a transfer of freight rights or freight operations and therefore does not include a provision or agreement that would limit future interchange with a third-party connecting carrier.

IV. Conclusion

For the reasons stated above, VPRA respectfully requests that the Board grant this Petition for Exemption.

Respectfully submitted,

/s/ Kevin M. Sheys

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Dated: June 6, 2024

VERIFICATION

I, DJ Stadtler, declare under penalty of perjury that the statements of fact in foregoing Petition for Exemption are true and correct to the best of my knowledge. Further, I certify that I am duly authorized to make this verification on behalf of the Virginia Passenger Rail Authority.

Dated: 6/6/24

/s/ DJ Stadtler

Title: Executive Director

Virginia Passenger Rail Authority

AMENDED AND RESTATED COMPREHENSIVE RAIL AGREEMENT
BETWEEN
NORFOLK SOUTHERN RAILWAY COMPANY
AND
THE VIRGINIA PASSENGER RAIL AUTHORITY

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Exhibits

- Exhibit A Definitions
- Exhibit B Real Property Description (Manassas Line)
 - Exhibit B-1 Existing Valuation Maps (Manassas Line)
 - Exhibit B-2 Bill of Sale (Manassas Line)
- Exhibit C Real Property Description (Broad Run Corridor)
 - Exhibit C-1 Existing Valuation Maps (Broad Run Corridor)
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- Exhibit D Real Property Description (NRV Station Parcel)
 - Exhibit D-1 Existing Valuation Maps (NRV Station Parcel)
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- Exhibit E Real Property Description (Radford Layover)
 - Exhibit E-1 Existing Valuation Maps (Radford Layover)
 - Exhibit E-2 Bill of Sale (Radford Layover)
- Exhibit F Real Property Description (V-Line Conveyance)
 - Exhibit F-1 Existing Valuation Maps (V-Line Conveyance)
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- Exhibit G Real Property Description (Manassas Segment)
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- Exhibit H Real Property Description (Seminary Passage)
 - Exhibit H-1 Existing Valuation Maps (Seminary Passage)
 - Exhibit H-2 Bill of Sale (Seminary Passage)
- Exhibit I Engineering Concepts and Requirements
- Exhibit J Form of FIRPTA
- Exhibit K Owner's Affidavit
- Exhibit L Form of Assignment and Assumption Agreement
- Exhibit M Form of Pipe and Wire Easement Agreement
- Exhibit N Forms of Deeds
 - Exhibit N-1 Form of Quitclaim Deed for Manassas Line
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 - Exhibit N-3 Form of Quitclaim Deed for V-Line Conveyance
 - Exhibit N-4 Form of Deed of Easement for Manassas Segment
 - Exhibit N-5 Form of Deed of Easement for Seminary Passage
 - Exhibit N-6 Form of Deed of Confirmation
 - Exhibit N-7 Form of Quitclaim Deed for Seminary Passage

Exhibit O	NSR Abandonments
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Exhibit R	V-Line Trackage Rights Agreements
Exhibit S	Intercity Operating Schedule
Exhibit T	Nokesville-Calverton Double Track Project
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Exhibit Z-1	VRE Weekday Service Schedule
Exhibit Z-2	VRE Saturday Service Schedule
Exhibit AA	Christiansburg-Radford Deadhead Movements

AMENDED AND RESTATED COMPREHENSIVE RAIL AGREEMENT

THIS AMENDED AND RESTATED COMPREHENSIVE RAIL AGREEMENT (“**Agreement**”), is made and entered into as of this [●] day of [●], 2024 (the “**Execution Date**”), by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation (herein referred to as “**Norfolk Southern Railway**”), and the **VIRGINIA PASSENGER RAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “**VPRA**”). Norfolk Southern Railway and VPRA hereinafter sometimes may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, VPRA desires to improve Passenger Rail Service in western Virginia in the rail corridor between [Alexandria and Radford (each as defined herein) (the “**Corridor**”)]¹, including over railway assets currently owned by, or under the primary control of, Norfolk Southern Railway;

WHEREAS, the Parties previously entered into a Comprehensive Rail Agreement, dated January 10, 2022 (the “**2022 CRA**”), that provided for, among other things, the conveyance of the Purchased V-Line (as defined in the 2022 CRA) and a Passenger Easement for the Roanoke Easement Area (as defined in the 2022 CRA) from Norfolk Southern Railway to VPRA and certain other provisions related to the improvement of Passenger Rail Service in western Virginia;

WHEREAS, Norfolk Southern Railway has agreed to sell, or cause to be sold, to VPRA, and VPRA has agreed to purchase from Norfolk Southern Railway, certain railroad assets, including right-of-way and personal property along and within a railroad corridor within Alexandria, that are part of the rail line designated by Norfolk Southern Railway as the Seminary Passage located between a point at or about MP 9.25 in Alexandria and a point at or about MP 10.76 also in Alexandria, including the Horn Track and Seminary Yard (each as defined herein), as is further depicted in Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*) and described in Exhibit H (*Real Property Description (Seminary Passage)*) (the “**Seminary Passage**”), subject to Norfolk Southern Railway’s retention of particular assets located along and within the railroad corridor, as are specifically identified below in Section 2.1(d) (*Manassas Passenger Easement; NSR-Conveyed Property*), and Norfolk Southern Railway’s retention of (a) the Seminary Passage Freight Easement (as set forth and defined in Section 5.4(e) (*Conveyance of Seminary Passage Conveyed Property*)) set forth in the Seminary Passage Deed (as defined below) and (b) certain other reservations and restrictions set forth in Sections 5.4 (*Conveyance of Seminary Passage Conveyed Property*) and 5.5 (*Restrictive Covenants for Manassas Line Conveyed Property and Seminary Passage Conveyed Property*);

WHEREAS, Norfolk Southern Railway has agreed to sell, or cause to be sold, to VPRA, and VPRA has agreed to purchase from Norfolk Southern Railway, certain railroad assets, including right-of-way and personal property along and within a railroad corridor extending between Alexandria and the City of Manassas, Commonwealth of Virginia (“**Manassas**”), that are part of the rail line designated by Norfolk Southern Railway as the Manassas Line located between

¹ NTD: Definition of the Corridor under review and subject to further update.

a point at or about MP 10.76 in Alexandria and a point at or about MP 32.75 in Manassas as is further depicted in Exhibit B-1 (*Existing Valuation Maps (Manassas Line)*) and described in Exhibit B (*Real Property Description (Manassas Line)*) (the “**Manassas Line**”), subject to Norfolk Southern Railway’s retention of particular assets located along and within the railroad corridor, as are specifically identified below in Section 2.1(d) (*Manassas Passenger Easement; NSR-Conveyed Property*), and Norfolk Southern Railway’s retention of (a) the Manassas Line Freight Easement (as set forth and defined in Section 5.3(e) (*Conveyance of Manassas Line Conveyed Property*)) set forth in the Manassas Line Deed (as defined below) and (b) certain other reservations and restrictions set forth in Sections 5.3 (*Conveyance of Manassas Line Conveyed Property*) and 5.5 (*Restrictive Covenants for Manassas Line Conveyed Property and Seminary Passage Conveyed Property*);

WHEREAS, Norfolk Southern Railway has agreed to sell, or cause to be sold, to VPRA and VPRA has agreed to purchase from Norfolk Southern Railway, a continuous strip of land, currently without tracks, between approximately MP 33.6 and MP 36.23, as is further depicted in Exhibit C-1 (*Existing Valuation Maps (Broad Run Corridor)*) and described in Exhibit C (*Real Property Description (Broad Run Corridor)*) (the “**Broad Run Corridor**”), for purposes of VPRA’s construction of an additional passenger-dedicated track leading into the passenger station at Broad Run and the rail yard in the vicinity of such station (such additional passenger-dedicated track the “**Broad Run Pocket Track**”);

WHEREAS, Norfolk Southern Railway has agreed to sell, or cause to be sold, to VPRA and VPRA has agreed to purchase from Norfolk Southern Railway, the land, tracks, and other improvements, to the extent of Norfolk Southern Railway’s current ownership (inclusive of (i) subject to Section 11.5(c) (*Completion and Turnover of NSR-Delivered Scope*), [the parcel under the original depot building (the “**Original Depot Building Parcel**”)]² and (ii) the approximately 6,000 square-foot building located at 800 Depot Street NE in Christiansburg (the “**New Depot Building**”), within or adjacent to the railroad corridor between approximately MP N289.86 and MP N290.20, as is further depicted in Exhibit D-1 (*Existing Valuation Maps (NRV Station Parcel)*) and described in Exhibit D (*Real Property Description (NRV Station Parcel)*) (the “**NRV Station Parcel**”), for purposes of accommodating certain passenger rail infrastructure improvements described herein;

WHEREAS, unless the Layover Facility (as defined below) is constructed at the NRV Station Parcel as part of the passenger rail infrastructure improvements described herein, Norfolk Southern Railway has agreed to sell, or cause to be sold, to VPRA and VPRA has agreed to purchase from Norfolk Southern Railway, the approximately five-acre parcel at or near MP NB300.0 in Radford, as is further depicted in Exhibit E-1 (*Existing Valuation Maps (Radford Layover)*) and described in Exhibit E (*Real Property Description (Radford Layover)*) (the “**Radford Layover Parcel**”) to accommodate the Layover Facility;

WHEREAS, Norfolk Southern Railway has agreed to grant, or cause to be granted, to VPRA passenger easements and/or operating rights for passenger rail service over the Manassas

² NTD: Will need a better way to refer to this parcel ultimately.

Segment, the NSR-Retained Broad Run Tracks, and the tracks between the NRV Station Parcel and the Radford Layover Parcel (each as defined herein);

WHEREAS, as part of the consideration paid by VPRA to Norfolk Southern Railway for the sale of the Initial NSR-Conveyed Property (as defined below) pursuant to Article 2 (*Sale and Purchase*) below VPRA has agreed to transfer back to Norfolk Southern Railway, and Norfolk Southern Railway has agreed to acquire from VPRA the Purchased V-Line, as is further depicted in Exhibit F-1 (*Existing Valuation Maps (V-Line Conveyance)*) and described in Exhibit F (*Real Property Description (V-Line Conveyance)*), along with any and all railroad assets and improvements added to the Purchased V-Line by VPRA since VPRA's acquisition of the Purchased V-Line pursuant to the 2022 CRA; and

WHEREAS, VPRA has agreed to make certain funds available to Norfolk Southern Railway to fund Capital Improvements and Capital Maintenance on or affecting the railroad corridor south and west of Manassas (including infrastructure potentially located between the Town of Alta Vista, Commonwealth of Virginia, and the Town of Narrows, Commonwealth of Virginia (the "**Narrows**"), on Norfolk Southern Railway's Alta Vista Line) in order for Norfolk Southern Railway to develop, maintain, and otherwise mitigate the effects of Passenger Rail Service under this Agreement (such purposes being the "**WVRI Grant Purposes**");

WHEREAS, VPRA has agreed to make certain funds available to Norfolk Southern Railway to fund Capital Improvements and Capital Maintenance [REDACTED] in each case invested in (i) [REDACTED] (ii) the Purchased V-Line east of the Salem Crossovers (collectively, the "**Roanoke-Christiansburg/Radford Improvements**"), in each case in order to improve fluidity of Passenger Rail Service between such points (such purposes being the "**Passenger Capacity Grant Purposes**");

WHEREAS, the Parties desire to amend and restate the 2022 CRA to address the items set forth above, to address the items otherwise set forth herein and to otherwise establish their respective rights, responsibilities, and obligations for the consummation of the foregoing (collectively, the "**Transaction**").

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows.

Article 1

Definitions; Exhibits and Schedules; 2022 CRA

1.1 Definitions

All capitalized terms used in this Agreement, and not otherwise expressly defined in the main body of this Agreement, shall have the respective meanings set forth in Exhibit A (*Definitions*).

1.2 Exhibit and Schedules

Attached hereto and forming an integral part of this Agreement are Exhibit A – [Exhibit AA], all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto.

1.3 2022 CRA Transfer of Purchased V-Line and Passenger Easement for Roanoke Easement Area

The Parties acknowledge and agree that (i) Sections 1 through 7 of the 2022 CRA provided for the sale and transfer of the Purchased V-Line from Norfolk Southern Railway to VPRA and the provision of the Passenger Easement for the Roanoke Easement Area; (ii) such sale and transfer closed and was fully performed by the Parties; (iii) as a result, those provisions have been removed from this Agreement; and (iv) the replacement of Sections 1 through 7 of the 2022 CRA with Sections 1 through 7 of this Agreement does not, in and of itself, alter or diminish the prior operation of those provisions of the 2022 CRA or the effectiveness of the transfer of the Purchased V-Line or the Passenger Easement for the Roanoke Easement Area granted pursuant to those provisions of the 2022 CRA. The Parties further acknowledge and agree that the Passenger Easement for the Roanoke Easement Area granted pursuant to the 2022 CRA remains in full force and effect.

Article 2 Sale and Purchase

2.1 Manassas Passenger Easement; NSR-Conveyed Property

(a) Manassas Passenger Easement

Norfolk Southern Railway agrees to sell, or cause to be sold, to VPRA and VPRA agrees to purchase from Norfolk Southern Railway, subject to the terms and conditions hereinafter set forth a perpetual, irrevocable, assignable, divisible, licensable and transferable easement for passenger rail purposes over the lines owned by Norfolk Southern Railway between MP 32.75 and MP 33.6 (the “**Manassas Segment**”) all as generally shown as the areas on the maps referenced as the Manassas Segment Valuation Maps in Exhibit G-1 (*Existing Valuation Maps (Manassas Segment)*), with cut points to be indicated on the diagram in Exhibit G-1 (*Existing Valuation Maps (Manassas Segment)*) prior to Closing in accordance with the legal description prepared in accordance with Section 5.11(a) (*Legal Descriptions*) and which easement will provide that VPRA’s use shall not Unreasonably Interfere with Freight Rail Operations (the “**Manassas Passenger Easement**”).

(b) NSR-Conveyed Property

Norfolk Southern Railway agrees to sell, or cause to be sold, to VPRA and VPRA agrees to purchase from Norfolk Southern Railway, subject to the terms and conditions hereinafter set forth, the following real property, equipment, fixtures and improvements of Norfolk Southern Railway, except as may be excluded as Excluded Property (as defined below):

- (i) all, right title and interest in the land and improvements of Norfolk Southern Railway to the Manassas Line, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the Manassas Line Real Property Valuation Maps in Exhibit B-1 (*Existing Valuation Maps*), with cut points to be indicated on the diagram in Exhibit B-1 (*Existing Valuation Maps*) prior to Closing in accordance with the legal description prepared in accordance with Section 5.11(a) (*Legal Descriptions*), including only those improvements identified on the Bill of Sale set forth in Exhibit B-2 (*Bill of Sale (Manassas Line)*) and being situated generally within the Commonwealth (the “**Manassas Line Real Property**”);
- (ii) all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the Manassas Line Real Property, including all of Norfolk Southern Railway’s interest in all rail, ballast, tracks, communications equipment, signals, structures, landscaping, and appurtenances located on the Manassas Line Real Property (the “**Manassas Line Personal Property**”);
- (iii) all right, title and interest in and to any easements, drainage rights, licenses, privileges, adjacent streets, roads, alleys or rights of way, bridges, and all development rights, entitlements, licenses, permits, certificates of occupancy, consents and approvals whether governmental or otherwise, located on the Manassas Line Real Property or relating to the use, operation or maintenance of the Manassas Line Real Property or Manassas Line Personal Property (the “**Manassas Line Miscellaneous Property**”);
- (iv) subject to Article 9 (*Seminary Passage*), all, right title and interest in the land and improvements of Norfolk Southern Railway in the Seminary Passage, all as generally shown as the areas on the maps referenced as the Seminary Passage Valuation Maps in Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*), with cut points to be indicated on the diagram in Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*) prior to Closing in accordance with the legal description prepared in accordance with Section 5.11(a) (*Legal Descriptions*), together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the Seminary Passage Real Property Valuation Maps in Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*), with cut points to be indicated on the diagram in Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*) prior to Closing in accordance with the legal description prepared in accordance with Section 5.11(a) (*Legal Descriptions*), including only those improvements identified on the Bill of Sale set forth in Exhibit H-2 (*Bill of Sale (Seminary Passage)*) and being situated generally within the Commonwealth (the “**Seminary Passage Real Property**”);

- (v) subject to Article 9 (*Seminary Passage*), all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the Seminary Passage Real Property, including all of Norfolk Southern Railway's interest in all rail, ballast, tracks, communications equipment, signals, structures, landscaping, and appurtenances located on the Manassas Line Real Property (the "**Seminary Passage Personal Property**");
- (vi) subject to Article 9 (*Seminary Passage*), all right, title and interest in and to any easements, drainage rights, licenses, privileges, adjacent streets, roads, alleys or rights of way, bridges, and all development rights, entitlements, licenses, permits, certificates of occupancy, consents and approvals whether governmental or otherwise, located on the Seminary Passage Real Property or relating to the use, operation or maintenance of the Seminary Passage Real Property or Seminary Passage Personal Property (the "**Seminary Passage Miscellaneous Property**");
- (vii) all right, title and interest in the land and improvements of Norfolk Southern Railway to the Broad Run Corridor, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the Broad Run Real Property Valuation Maps in Exhibit C-1 (*Existing Valuation Maps (Broad Run Corridor)*), including only those improvements identified on the Bill of Sale set forth in Exhibit C-2 (*Bill of Sale (Broad Run Corridor)*) and being situated generally within the Commonwealth (the "**Broad Run Real Property**") and, together with the Manassas Line Real Property and the Seminary Passage Real Property, the "**NSR Real Property**"); *provided* that VPRAs construction on and use of the NSR Real Property shall not Unreasonably Interfere with Freight Rail Operations on the Manassas Line, the Manassas Segment, the Seminary Passage, or the NSR ROW;
- (viii) all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the Broad Run Real Property, including all of Norfolk Southern Railway's interest in all rail, ballast, tracks, communications equipment, signals, structures, landscaping, and appurtenances located on the Broad Run Real Property (the "**Broad Run Personal Property**") and, together with the Manassas Line Personal Property and the Seminary Passage Personal Property, the "**NSR Personal Property**");
- (ix) all right, title and interest in and to any easements, drainage rights, licenses, privileges, adjacent streets, roads, alleys or rights of way, bridges, and all development rights, entitlements, licenses, permits, certificates of occupancy, consents and approvals whether governmental or otherwise, located on the Broad Run Real Property or relating to the use, operation or maintenance of the Broad Run Real Property or Broad Run Personal Property (the "**Broad Run Miscellaneous Property**") and, together with the

Manassas Line Miscellaneous Property and the Seminary Passage Personal Property, the “**NSR Miscellaneous Property**”);

- (x) all right, title and interest in the land and improvements of Norfolk Southern Railway to the NRV Station Parcel, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the NRV Station Real Property Valuation Maps in Exhibit D-1 (*Existing Valuation Maps (NRV Station Parcel)*), including only those improvements to be identified on the final Bill of Sale and being situated generally within the Commonwealth (the “**NRV Station Real Property**”); *provided* that VPRA’s construction on and use of the NRV Station Real Property shall not Unreasonably Interfere with Freight Rail Operations on the Manassas Line, the Manassas Segment, the Seminary Passage, or the NSR ROW;
- (xi) all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the NRV Station Real Property, including all of Norfolk Southern Railway’s interest in all rail, ballast, tracks, communications equipment, signals, structures, landscaping, and appurtenances located on the NRV Station Real Property (the “**NRV Station Personal Property**”);
- (xii) all right, title and interest in and to any easements, drainage rights, licenses, privileges, adjacent streets, roads, alleys or rights of way, bridges, and all development rights, entitlements, licenses, permits, certificates of occupancy, consents and approvals whether governmental or otherwise, located on the NRV Station Real Property or relating to the use, operation or maintenance of the NRV Station Real Property or the NRV Station Personal Property (the “**NRV Station Miscellaneous Property**”);
- (xiii) if the Layover Facility is not constructed at the NRV Station Parcel, all right, title and interest in the land and improvements of Norfolk Southern Railway to the Radford Layover Parcel, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the Radford Layover Real Property Valuation Maps in Exhibit E-1 (*Existing Valuation Maps (Radford Layover)*), including only those improvements to be identified on the final Bill of Sale and being situated generally within the Commonwealth (the “**Radford Layover Real Property**”); *provided* that VPRA’s construction on and use of the Radford Layover Real Property shall not Unreasonably Interfere with Freight Rail Operations on the Manassas Line, the Manassas Segment, the Seminary Passage, or the NSR ROW;
- (xiv) if the Layover Facility is not constructed at the NRV Station Parcel, all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the Radford Layover Real Property, including all of Norfolk Southern Railway’s interest in all rail, ballast, tracks,

communications equipment, signals, structures, landscaping, and appurtenances located on the Radford Layover Real Property (the “**Radford Layover Personal Property**”); and

- (xv) if the Layover Facility is not constructed at the NRV Station Parcel, all right, title and interest in and to any easements, drainage rights, licenses, privileges, adjacent streets, roads, alleys or rights of way, bridges, and all development rights, entitlements, licenses, permits, certificates of occupancy, consents and approvals whether governmental or otherwise, located on the Radford Layover Real Property or relating to the use, operation or maintenance of the Radford Layover Real Property or Radford Layover Personal Property (the “**Radford Layover Miscellaneous Property**”).
- (c) The Parties agree to the following property-related definitions:
- (i) the Manassas Line Real Property, the Manassas Line Personal Property, and the Manassas Line Miscellaneous Property are collectively referenced in this Agreement as the “**Manassas Line Conveyed Property**”;
 - (ii) the Seminary Passage Real Property, the Seminary Passage Personal Property, and the Seminary Passage Miscellaneous Property are collectively referenced in this Agreement as the “**Seminary Passage Conveyed Property**”;
 - (iii) the Broad Run Real Property, the Broad Run Personal Property, and the Broad Run Miscellaneous Property are collectively referenced in this Agreement as the “**Broad Run Conveyed Property**”;
 - (iv) the NRV Station Real Property, the NRV Station Personal Property, and the NRV Station Miscellaneous Property are collectively referenced in this Agreement as the “**NRV Station Conveyed Property**”;
 - (v) the Radford Layover Real Property, the Radford Layover Personal Property, and the Radford Layover Miscellaneous Property are collectively referenced in this Agreement as the “**Radford Layover Conveyed Property**”;
 - (vi) the Manassas Line Conveyed Property, the Broad Run Conveyed Property, and, if applicable pursuant to Article 9 (*Seminary Passage*), the Seminary Passage Conveyed Property are collectively referenced in this Agreement as the “**Initial NSR-Conveyed Property**”; and
 - (vii) the Manassas Line Conveyed Property, the Broad Run Conveyed Property, the NRV Station Conveyed Property, if the Layover Facility is not constructed at the NRV Station Parcel, the Radford Layover Conveyed Property, and, if applicable pursuant to Article 9 (*Seminary Passage*), the

Seminary Passage Conveyed Property are collectively referenced in this Agreement as the “NSR-Conveyed Property”.

(d) Norfolk Southern Railway and VPRA expressly agree that the NSR-Conveyed Property shall not include any of the following excluded property (“**Excluded Property**”) notwithstanding anything to the contrary in Section 2.1(b) (*NSR-Conveyed Property*):

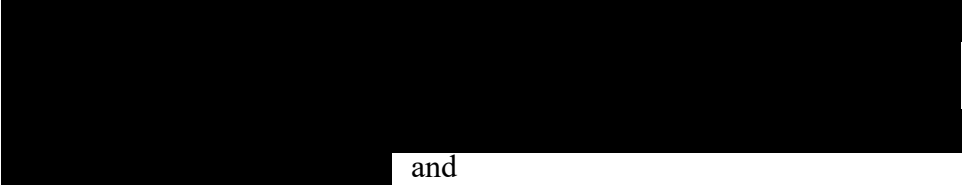
(i) rail, other track material, ties, switches, turnouts, signal systems and other similar improvements that are not affixed to the NSR-Conveyed Property but which may be stored on the NSR-Conveyed Property;

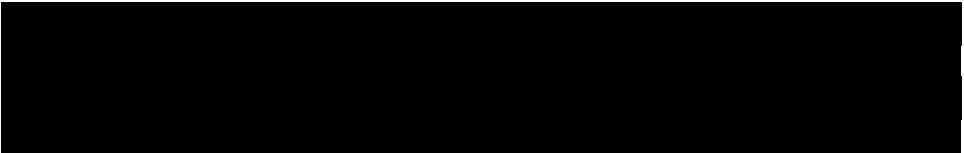
(ii) any other such non-affixed personal property, trade fixtures, or equipment owned by, in the possession of, or utilized by, Norfolk Southern Railway, including, without limitation, locomotives, rolling stock, railroad cars, chassis, vehicles, or other moveable equipment owned by, in the possession of, or utilized by, Norfolk Southern Railway and located on the NSR-Conveyed Property;

(iii) 

(iv) all rights reserved to Norfolk Southern Railway with respect to the Freight Easements, as reserved and set forth in the applicable Deed, as more particularly defined in this Agreement;


(v) ;

(vi)  and

(vii) 

2.2 V-Line Conveyance

As part of the consideration for VPRA's acquisition of the Initial NSR-Conveyed Property, VPRA agrees to transfer to Norfolk Southern Railway and Norfolk Southern Railway agrees to acquire from VPRA, subject to the terms and conditions hereinafter set forth:

- (a) the following real property, equipment, fixtures and improvements of VPRA between a point just east of the connection of the Salem Crossovers (at or about MP V-250.9304) to Christiansburg at MP V-279.0, located in Montgomery County, Roanoke County, and the City of Salem, Commonwealth of Virginia, all within the Commonwealth, which constitutes the Purchased V-Line and all railroad assets and improvements added to the Purchased V-Line by VPRA since VPRA's acquisition of the Purchased V-Line pursuant to the 2022 CRA, as set forth herein:
- (i) all right, title and interest in the land and improvements of VPRA, together with all servitudes, easements, appurtenances and hereditaments appertaining thereto, all as generally shown as the areas on the maps referenced as the V-Line Real Property Valuation Maps in Exhibit F-1 (Existing Valuation Maps (V-Line Conveyance)) and being situated generally within the boundaries of Montgomery County, Roanoke County, and the City of Salem, Commonwealth of Virginia, all within the Commonwealth (the "**V-Line Real Property**");
 - (ii) all right, title and interest in and to any and all personal property, fixtures, and improvements located upon the V-Line Real Property including, without limitation, all of VPRA's interest in all rail, ballast, tracks, communications equipment, signals, structures, landscaping, and appurtenances located on the V-Line Real Property, except as may be excluded as Excluded Property (hereinafter defined) (the "**V-Line Personal Property**"); and
 - (iii)  (the "**V-Line Miscellaneous Property**").
- (b) The V-Line Real Property, the V-Line Personal Property, and the V-Line Miscellaneous Property is collectively referenced in this Agreement as the "**V-Line Conveyance**".

2.3 Purchase Price

- (a) Subject to Article 9 (Seminary Passage), the purchase price for the Manassas Line, Broad Run Corridor, and Manassas Passenger Easement is \$ [REDACTED], the purchase price for the Seminary Passage is \$ [REDACTED]³ (the “**Seminary Passage Purchase Price**”), the purchase price for the NRV Station Conveyed Property is \$ [REDACTED], or, if the Layover Facility is not constructed at the NRV Station Parcel, the purchase price for the Radford Layover Conveyed Property is \$ [REDACTED] (collectively, the “**Purchase Price**”). The Purchase Price shall be paid as follows:
- (i) at Closing, VPRA shall pay to Norfolk Southern Railway by wire transfer of immediately available funds to the account or accounts designated by Norfolk Southern Railway an amount in cash equal to \$ [REDACTED] (the “**Closing Cash Payment**”);
 - (ii) prior to 5:00 p.m., Eastern time, on December 31, 2024 (the “**V-Line Conveyance Deadline**”),⁴ the Parties shall use their respective commercially reasonable efforts to cause the V-Line Conveyance to occur; VPRA shall deliver to Norfolk Southern Railway all right, title and interest in and to the V-Line Conveyance (such date on which VPRA actually conveys the V-Line Conveyance to Norfolk Southern Railway being the “**V-Line Conveyance Date**”) and the V-Line Payment Amount ([REDACTED]) shall be an offset to the Second Installment Payment as set forth in Section 2.3(a)(iii) (Purchase Price);
 - (iii) within thirty (30) days after the Final Plan Set Approval Date or such alternate date as determined pursuant to Section 2.3(b) (Stop Work Notice) (the “**Second Installment Payment Date**”), VPRA shall pay to Norfolk Southern Railway by wire transfer of immediately available funds to the account or accounts designated by Norfolk Southern Railway an amount in cash equal to [REDACTED] the “**Second Installment Payment**”);
 - (iv) within thirty (30) days after the Turnover Date or such alternate date as determined pursuant to Section 2.3(b) (Stop Work Notice) (the “**Final Installment Payment Date**”), VPRA shall pay to Norfolk Southern

³ NTD: Amount and allocation between second and final payments is under negotiation.

⁴ Note to NSR: There was a problem defining the V-line Conveyance Date as a fixed calendar date since the actual conveyance could happen before 12-31-24, and many provisions hinge on that date. For example, ownership will change and taxes would be prorated based on the actual date of conveyance and not based on a fixed calendar date of 12-31-24. Both Parties agree that they will use commercially reasonable efforts to close this year - and earlier than December if possible.

Railway by wire transfer of immediately available funds to the account or accounts designated by Norfolk Southern Railway an amount in cash equal to [REDACTED]

(the “**Final Installment Payment**”),

;

- (v) within thirty (30) days after the Turnover Date (the “**NRV Station Closing Date**”), VPRA shall pay to Norfolk Southern Railway by wire transfer of immediately available funds to the account or accounts designated by Norfolk Southern Railway an amount in cash equal to \$ [REDACTED] (the “**NRV Station Payment**”); and
- (vi) in the event the Layover Facility is constructed on the Radford Layover Conveyed Property, within thirty (30) days after the Turnover Date (the “**Radford Layover Closing Date**”), VPRA shall pay to Norfolk Southern Railway by wire transfer of immediately available funds to the account or accounts designated by Norfolk Southern Railway an amount in cash equal to \$ [REDACTED] (the “**Radford Layover Payment**”).

(b) **Stop Work Notice**

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

- (c) Norfolk Southern Railway and VPRA agree that the Purchase Price shall be allocated between the NSR-Conveyed Property as Norfolk Southern Railway deems necessary, in Norfolk Southern Railway's sole discretion, provided that Norfolk Southern Railway agrees to make good faith efforts to refrain from any allocation that grossly undervalues or overvalues any aspect of the NSR-Conveyed Property.

2.4 Earnest Money

No earnest money shall be due under this Agreement.

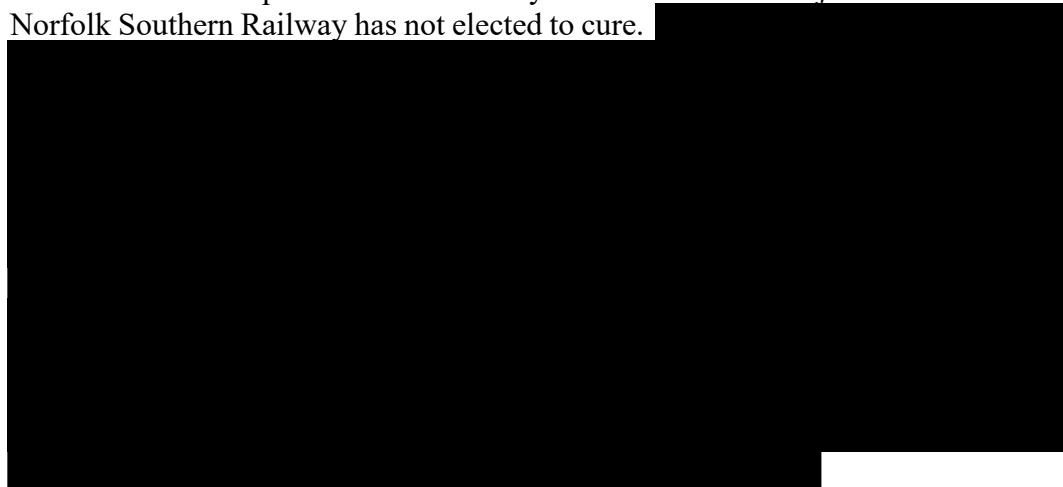
Article 3 Due Diligence, Purchase Price Adjustments and Pre-Closing Activities

3.1 Title Examination Due Diligence and Purchase Price Adjustments

- (a) Norfolk Southern Railway shall provide VPRA with access to all deeds and other relevant title information in the possession of the real estate department of Norfolk Southern Railway with respect to the NSR-Conveyed Property, the Manassas Segment, and the NSR-Retained Broad Run Tracks no later than June 15, 2024, and VPRA shall have until October 15, 2024 (the "**Study Period**") to examine title to the NSR-Conveyed Property, the Manassas Segment, and the NSR-Retained Broad Run Tracks. If VPRA discovers any material title issues (any such notice a "**Closing Title Statement**") prior to the Closing Date, it will promptly notify Norfolk Southern Railway of such issues at least ten (10) days prior to the Closing Date and VPRA may either (i) terminate this Agreement pursuant to Section 4.4(b)(i) (*Termination Prior to Closing*) or (ii) proceed to Closing hereunder. Norfolk Southern Railway shall have seven (7) days from the date of the receipt of the Closing Title Statement to provide notice to VPRA whether Norfolk Southern Railway elects to either (A) terminate this Agreement or (B) proceed to Closing hereunder. If the Parties elect to proceed to Closing notwithstanding the delivery of a Closing Title Statement from VPRA to Norfolk Southern Railway, then VPRA may preserve any noted material title issues for resolution after Closing pursuant to a Title Deficiency Statement delivered under Section 3.1(b) (*Title Examination Due Diligence and Purchase Price Adjustments*).
- (b) On or prior to the end of the Study Period, VPRA may deliver to Norfolk Southern Railway a written statement ("**Title Deficiency Statement**") that includes (i) a

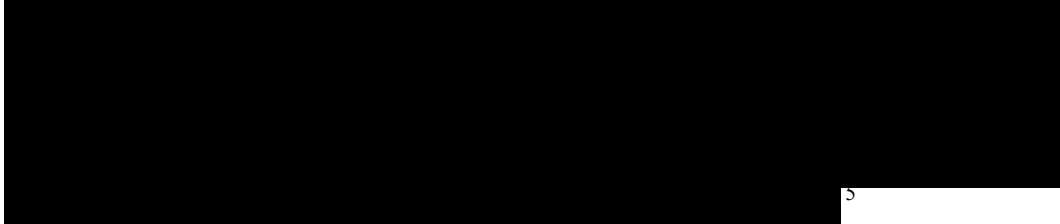
detailed description of any objections affecting the receipt of Marketable Title to the NSR-Conveyed Property and/or sufficiency of Norfolk Southern Railway's interest with respect to the conduct of railroad operations to be granted to VPRA with respect to the Manassas Segment and/or the NSR-Retained Broad Run Tracks (which detailed description may include, but need not be limited to, issues noted in any Closing Title Statement delivered by VPRA to Norfolk Southern Railway) and (ii) in the event VPRA notes any such objections, VPRA's reasonable determination of the cost to cure each such title deficiency (the total of such costs, the "**Proposed Adjustment Amount**"). The Closing Title Statement and the Title Deficiency Statement shall be prepared by VPRA in good faith and be accompanied by reasonably detailed supporting documentation.

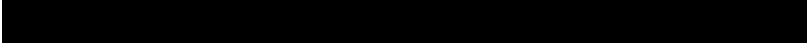
- (c) Norfolk Southern Railway shall have thirty (30) days from the date of the receipt of the Title Deficiency Statement to provide notice to VPRA (an "**Objection Notice**") setting forth one or more of the following: (i) Norfolk Southern Railway's objections to VPRA's calculation of the Proposed Adjustment Amount identifying in reasonable detail any amounts disputed by Norfolk Southern Railway in good faith and (ii) such title issues that Norfolk Southern Railway will elect to cure prior to the Second Installment Payment Date. If Norfolk Southern Railway does timely provide an Objection Notice, thereafter for a period of thirty (30) days, the Parties shall cooperate and negotiate in good faith to reach agreement on the total cost to cure each such disputed title deficiency set forth in the Objection Notice that Norfolk Southern Railway has not elected to cure.

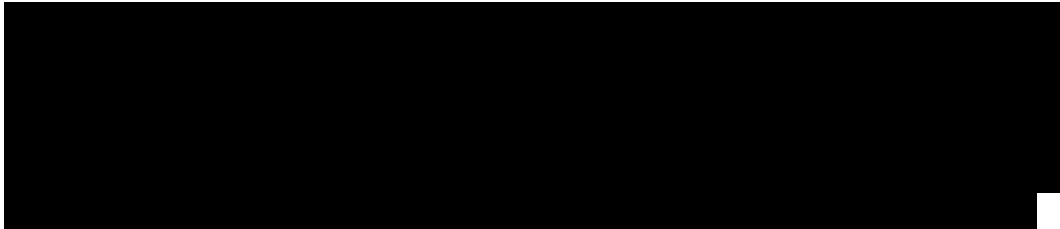


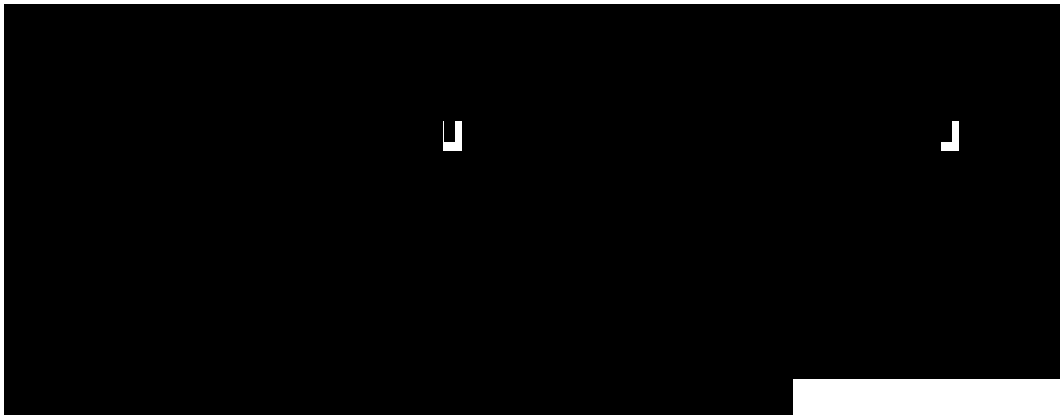
- (d) The amount of the Final Purchase Price Adjustment shall be deducted from the Second Installment Payment. If the Final Purchase Price Adjustment exceeds the amount of the Second Installment Payment, the remainder of the Final Purchase Price Adjustment shall be deducted from the Final Installment Payment. If the remainder of Final Purchase Price Adjustment exceeds the amount of the Final Installment Payment, Norfolk Southern Railway shall pay VPRA the amount of such excess by wire transfer of immediately available funds to an account designated by VPRA on the Second Installment Payment Date.
- (e) VPRA may, at its expense, elect to obtain a policy of title insurance acceptable to VPRA pursuant to which title to the NSR-Conveyed Property and/or the Manassas

Segment shall be insured. The procurement of any such title insurance policy shall not be a Closing contingency.

(f)  ⁵

3.2 

(a) 

(b) 

(c) Norfolk Southern Railway and VPRA have entered into an Environmental Right of Entry Agreement For Due Diligence Purposes dated [●] (the “**Environmental Right of Entry Agreement**”) under which VPRA and its contractors may enter the NSR-Conveyed Property to conduct certain due diligence environmental inspection, samples, and testing prior to the Closing Date, as further described in the Environmental Right of Entry Agreement.

3.3 Discovery of Environmental Conditions

If VPRA’s environmental due diligence inspections and testing reveal either any conditions concerning the NSR-Conveyed Property that render it unsuitable for VPRA’s use of the NSR-Conveyed Property or the existence of Hazardous Materials in such quantities that render it unsuitable for VPRA’s use of the NSR-Conveyed Property as an operating

⁵ Note to NSR: 

⁶ Note to NSR: This provision remains subject to further VPRA review.

⁷ Note to NSR: This provision remains subject to further VPRA review.

railroad under applicable Hazardous Materials Laws, VPRA shall furnish Norfolk Southern Railway with a written statement that the NSR-Conveyed Property is unsuitable for VPRA's use. The written statement shall not include the results of any environmental sampling without the prior consent of Norfolk Southern Railway. VPRA acknowledges and agrees that the Manassas Line Conveyed Property and the Seminary Passage Conveyed Property each has been used as an operating railroad, and the mere presence of an operating railroad does not constitute a recognized environmental condition under ASTM standards. Norfolk Southern Railway shall have fifteen (15) days after receipt of such notice to remedy such identified conditions, but shall be under no obligation so to do, and if Norfolk Southern Railway declines to or fails to remedy such conditions within the prescribed time, or if Norfolk Southern Railway declines to give VPRA permission to perform any invasive due diligence inspection or testing, then, at VPRA's option evidenced by written notice to Norfolk Southern Railway, VPRA may either (i) terminate this Agreement pursuant to Section 4.4(b) (*Termination Prior to Closing*), or (ii) waive any or all objections not cured by Norfolk Southern Railway and proceed to Closing hereunder without diminution in the Purchase Price.

3.4

[REDACTED]

[REDACTED]

3.5 **Cost of Consents**

[REDACTED]

3.6 Pre-Closing Covenants

- (a) **STB Approval.** VPRA, at its own cost and expense, shall initiate STB filings and thereafter diligently pursue such filings necessary to secure a determination from the STB that the conveyance of the NSR-Conveyed Property does not require STB approval or exemption. VPRA shall submit such filing no later than June 7, 2024, and shall request expedited STB review. Norfolk Southern Railway, at its own cost and expense, shall assist and support efforts of VPRA to secure such determination.
- (b) **Encumbrances.**
- (i) Norfolk Southern Railway does hereby covenant and agree with respect to the NSR-Conveyed Property that, from and after the Execution Date to the date and time of the Closing, the NRV Station Closing or the Radford Layover Closing, as applicable, Norfolk Southern Railway shall not, without prior written consent of VPRA, convey any portion of the NSR-Conveyed Property or any rights therein, nor enter into any conveyance or other agreement or amendment to agreement granting to any Person or entity any rights with respect thereto or any part thereof, or any interest whatsoever therein, or any option thereto, unless such conveyance, right or other interest is subordinate to the rights of VPRA under this Agreement, and any such conveyance or other agreement entered into in violation of this Section 3.6(b) (*Encumbrances*) shall be null and void and of no force or effect. Norfolk Southern Railway further agrees that from and after June 1, 2024, Norfolk Southern Railway shall not fail to make any payments to any Person or entity who, as a result of such failure, would have the right to claim any lien rights with respect to any of the NSR-Conveyed Property or any interest of Norfolk Southern Railway therein. Norfolk Southern Railway shall have the right to convert any such payment so long as Norfolk Southern Railway bonds off any liens filed with respect thereto or provides VPRA with reasonably adequate security with respect thereto. Notwithstanding the foregoing, Norfolk Southern Railway may enter into usual and customary agreements related to crossings for utilities, pipe, wire, operations, or other usual agreements typical of Norfolk Southern Railway's business or railroad operations without the aforementioned consent of VPRA, provided that Norfolk Southern Railway shall notify VPRA of all such agreements that Norfolk Southern Railway may execute after June 1, 2024.
- (ii) VPRA does hereby covenant and agree with respect to the V-Line Conveyance that, from and after June 1, 2024 to the date and time of the V-Line Conveyance Date, VPRA shall not, without prior written consent of Norfolk Southern Railway, convey any portion of the V-Line Conveyance or any rights therein, nor enter into any conveyance or other agreement or amendment to agreement granting to any Person or entity any rights with respect thereto or any part thereof, or any interest whatsoever therein, or any option thereto, unless such conveyance, right or other interest is

subordinate to the rights of Norfolk Southern Railway under this Agreement, and any such conveyance or other agreement entered into in violation of this Section 3.6(b) (*Encumbrances*) shall be null and void and of no force or effect. VPRA further agrees that from and after the Execution Date, VPRA shall not fail to make any payments to any Person or entity who, as a result of such failure, would have the right to claim any lien rights with respect to any of the V-Line Conveyance or any interest of VPRA therein. VPRA shall have the right to convert any such payment so long as VPRA bonds off any liens filed with respect thereto or provides Norfolk Southern Railway with reasonably adequate security with respect thereto.

(c) **Payment of Taxes.** Without waiving any right to contest any and all amounts that may be levied against Norfolk Southern Railway for ad valorem taxes, Norfolk Southern Railway shall continue to pay all ad valorem taxes for which it is responsible under this Agreement in its usual course of business.

(d) 

(i) 

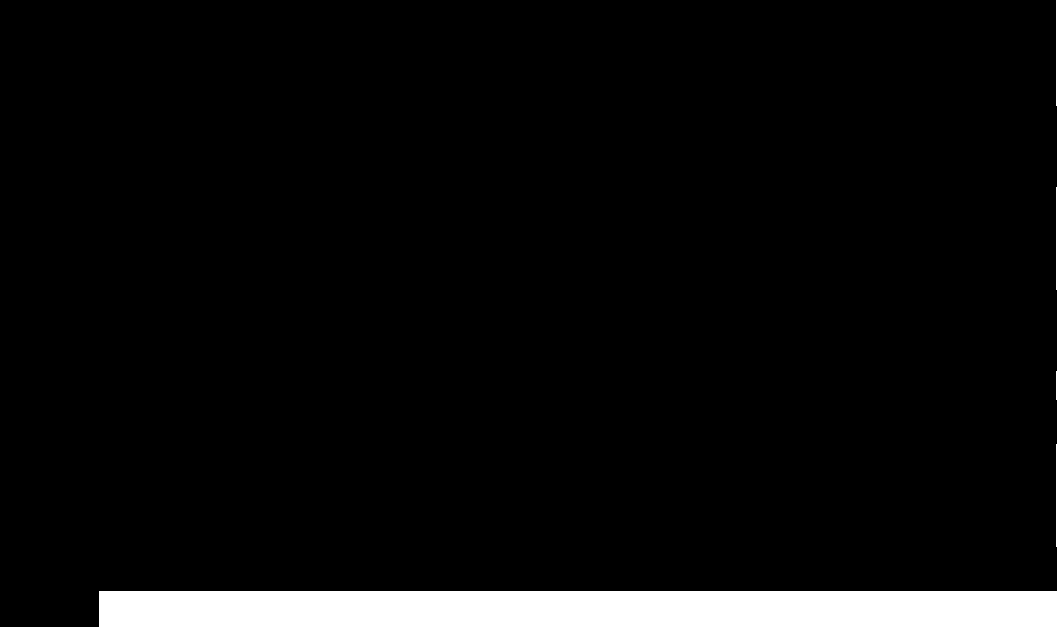
(ii) 

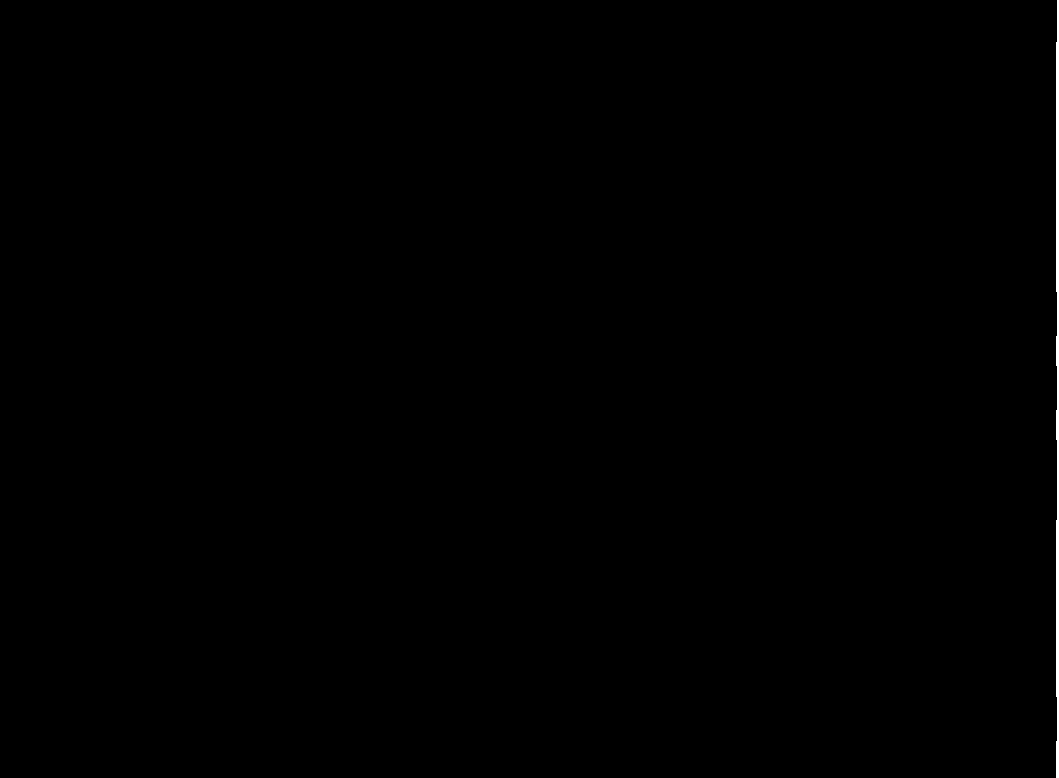
(e) **Signs and Advertising.** Before the transfer of the applicable portion of the NSR-Conveyed Property on the Closing, NRV Station Closing or Radford Layover Closing, as applicable, VPRA will not place any advertising or promotional signs on such NSR-Conveyed Property or on any of Norfolk Southern Railway's other property without the written consent of Norfolk Southern Railway.

(f) **VPRA Operating Agreements.** VPRA shall use commercially reasonable efforts to finalize on or prior to July 31, 2024 (i) an operating agreement with Amtrak

governing the Manassas Line Conveyed Property, and (ii) an operating agreement with the two commissions that operate the Commuter Rail Service known as Virginia Railway Express (such commissions collectively “VRE”) governing the Manassas Line Conveyed Property; provided that neither such agreement shall Unreasonably Interfere with Freight Rail Operations.

3.7 Casualty

(a) 

(b) 

[Redacted]

(c)

[Redacted]

**Article 4
Conditions Precedent**

4.1 VPRA’s Conditions to Closing

The obligation of VPRA to consummate Closing pursuant to this Agreement shall be contingent upon the satisfaction (or waiver by VPRA) of all following conditions precedent:

- (a) Norfolk Southern Railway shall not be in breach in any material respect of any of its covenants and agreements under this Agreement;
- (b) Norfolk Southern Railway shall have complied in all material respects with all of its obligations required to be performed by it under this Agreement prior to Closing;
- (c) the representations and warranties of Norfolk Southern Railway set forth in Section 7.1 (*Norfolk Southern Railway’s Representations*) shall be true and correct in all material respects on and as of the Closing Date as if made and as of such date;

(d)

[Redacted]

; and

- (e) VPRA shall have determined, in its sole discretion, that the conditions of the Initial NSR-Conveyed Property are not unsatisfactory in any way.

4.2 Norfolk Southern Railway's Conditions to Closing

The obligation of Norfolk Southern Railway to consummate Closing pursuant to this Agreement shall be contingent upon the satisfaction (or waiver by Norfolk Southern Railway) of all following conditions precedent:

- (a) VPRA shall not be in breach in any material respect of any of its covenants and agreements under this Agreement;
- (b) VPRA shall have complied in all material respects with all of its obligations required to be performed by it under this Agreement prior to Closing;
- (c) the representations and warranties of VPRA set forth in Section 7.2 (*VPRA's Representations*) shall be true and correct in all material respects on and as of the Closing Date as if made and as of such date;

(d)



- (e) Norfolk Southern Railway shall have determined, in its sole discretion, that the conditions of the V-Line Conveyance are not unsatisfactory in any way; and


(f)



4.3 Mutual Conditions to Closing

The obligation of both Parties to consummate Closing pursuant to this Agreement shall be contingent upon the satisfaction (or waiver by both Parties) of all of the following conditions precedent:

- (a) all necessary material Consents from third parties or Governmental Authorities, or any other necessary material Consent to effectuate the Transaction, have been acquired, including the jurisdictional determination from STB;
- (b) the Transaction shall not have been stayed or enjoined by any Governmental Authority;

- (c) there shall be no material claim, litigation, labor dispute or work stoppage threatened or pending in connection with the Transaction that materially affects the ability of Parties to consummate the Closing or carry out the Transaction;
- (d) the Parties shall have mutually agreed, in accordance with Section 11.4(e)(i) (*Engineering and Construction Principles*), on 30% design plans (which shall include a preliminary project schedule and preliminary budget) for each of the NSR-Delivered Scope and the MofW Scope;
- (e) prior to conveyance to VPRA of any property over which Amtrak and/or VRE operate, VPRA shall have executed (i) an operating agreement with Amtrak governing such property, and (ii) an operating agreement with VRE governing such property, neither of which such agreement would reasonably be expected to Unreasonably Interfere with Freight Rail Operations;
- (f) no change shall have occurred in Law between the Execution Date and the Closing Date that would materially adversely affect the ability of either Party to consummate the Closing or, in the case of VPRA, to provide the Passenger Rail Service as set forth in this Agreement; and
- (g) 

4.4 Termination Prior to Closing

This Agreement may be terminated at any time prior to the Closing:

- (a) by either Party, upon notice to the other Party, in the event that:
 - (i) following presentment of the Transaction contemplated by this Agreement to the STB:
 - (1) the STB shall have found any part of the Transaction requires STB authorization and such authorization is not granted prior to Closing;
 - (2) the STB shall have found that it has jurisdiction over the Transaction and does not approve the Transaction prior to Closing; or
 - (3) regulatory or other action (including, without limitation, that of the STB) shall have resulted in the imposition of any conditions, including, without limitation, labor protective conditions, that Norfolk Southern Railway, in its sole and absolute discretion, deems unacceptable;

- (ii) the Transaction shall have been stayed or enjoined by any Governmental Authority; or
 - (iii) any material Claim, litigation, labor dispute or work stoppage shall be threatened or pending in connection with the Transaction that materially affects the ability of Parties to consummate the Closing or carry out the Transaction;
- (b) by VPRA, upon written notice to Norfolk Southern Railway, in the event that:
- (i) VPRA elects to terminate this Agreement pursuant to Section 3.1(a) (*Title Examination Due Diligence and Purchase Price Adjustments*);
 - (ii) VPRA elects to terminate this Agreement pursuant to Section 3.3 (*Environmental Due Diligence*); or
 - (iii) Norfolk Southern Railway fails to deliver to VPRA a 30% design submission on or before August 15, 2024, for the NSR-Delivered Scope that is acceptable to VPRA in accordance with Section 11.4(e)(i) (*Engineering and Construction Principles*);
- (c) by Norfolk Southern Railway, upon written notice to VPRA, in the event that:
- (i) Norfolk Southern Railway elects to terminate this Agreement pursuant to Section 3.1(a) (*Title Examination Due Diligence and Purchase Price Adjustments*); or
 - (ii) the Closing has not occurred on or prior to the Outside Closing Date (or such later date agreed to in writing by the Parties); or
- (d) automatically upon VPRA providing a Stop Work Notice prior to the Closing Date.

4.5 Effect of Termination Prior to Closing

In the event of termination of this Agreement by either VPRA or Norfolk Southern Railway as provided in Section 4.4 (*Termination Prior to Closing*) only, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of VPRA or Norfolk Southern Railway, except that, if this Agreement is terminated other than by VPRA pursuant to Section 4.6(a)(i) (*Failure to Close*), then VPRA agrees to reimburse all costs incurred by Norfolk Southern Railway for the NSR-Delivered Scope prior to such termination, including any reasonable and customary additives but excluding any costs that VPRA is prohibited by Law from reimbursing; provided, that the terms of Section 2.3(b)(i) (*Stop Work Notice*), this Section 4.5 (*Effect of Termination Prior to Closing*), Section 8.5(a) (*VRE Service*), Section 29.4 (*Forum and Venue*), Article 31 (*Survival*), Article 32 (*Notices*), Article 33 (*Miscellaneous*), and Exhibit A (*Definitions*) shall survive such termination. In the event of such a termination prior to Closing pursuant to Section 4.4 (*Termination Prior to Closing*), the terms of the 2022 CRA will be reinstated in full. Notwithstanding anything to the contrary in this Agreement, including, without limitation,

Section 31.7 (Survival), the terms of this Section 4.5 (Effect of Termination Prior to Closing) shall control with respect to any termination of this Agreement prior to the Closing pursuant to Section 4.4 (Termination Prior to Closing).


4.6 Failure to Close

- (a) In the event that either Party does not materially discharge all duties and obligations applicable to that Party at Closing (except as this Agreement may otherwise be terminated prior to Closing as set forth herein) as and when required pursuant to this Agreement, the other Party may, at its option and in its discretion:
- (i) terminate this Agreement by giving notice, such termination to be immediately effective upon the provision of such notice; *provided* that, in the event of such a termination, the terms of the 2022 CRA will be reinstated in full;
 - (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance of the other Party related to the Closing and/or to recover Damages [REDACTED] and/or to seek other remedies; and
 - (iii) without limitation to Section 29.4 (Forum and Venue), no provision of this Section 4.6 (Failure to Close) shall require either Party to engage in, or otherwise exhaust the procedures set forth at Article 29 (Dispute Resolution) prior to that Party availing itself of any right or remedy otherwise set forth in this Section 4.6 (Failure to Close).
- (b) The rights and remedies described in this Section 4.6 (Failure to Close) are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise at any time of a different remedy otherwise permitted by this Section 4.6 (Failure to Close).
- (c) Any waiver by either Party of a failure to proceed to Closing or any delay of either Party in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date, nor shall any such waiver in any way affect either Party's right to enforce this Agreement.


4.7 Norfolk Southern Railway's Conditions Precedent to V-Line Conveyance⁸

The obligation of Norfolk Southern Railway to accept the V-Line Conveyance at the V-Line Closing pursuant to this Agreement shall be contingent upon the satisfaction (or waiver by Norfolk Southern Railway) of all of the following conditions precedent:

⁸ Note to NSR: This provision remains subject to further VPRA review.

- (a) the representations and warranties of VPRA set forth in Section 7.2 (*VPRA's Representations*) shall be true and correct in all material respects on and as of the V-Line Conveyance Date as if made and as of such date;
- (b) 
- (c) no change shall have occurred in Law between the Execution Date and the V-Line Conveyance Date that would materially adversely affect the ability of Norfolk Southern Railway to consummate the transfer the V-Line Conveyance;
- (d) the transfer of the V-Line Conveyance shall not have been stayed or enjoined by any Governmental Authority; and
- (e) Norfolk Southern Railway shall have determined, in its sole discretion, that the conditions of the V-Line Conveyance are not unsatisfactory in any way.

4.8 Conditions Precedent for the NRV Station Closing and the Radford Layover Closing

- (a) The obligation of VPRA to consummate the NRV Station Closing and, if the Layover Facility is not constructed at the NRV Station Real Property, the Radford Layover Closing shall be contingent upon the satisfaction (or waiver by VPRA) of all following conditions precedent:
 - (i) the representations and warranties of Norfolk Southern Railway set forth in Section 7.1 (*Norfolk Southern Railway's Representations*) shall be true and correct in all material respects solely as they relate to the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, on and as of the NRV Station Closing Date or Radford Layover Closing Date, as applicable, as if made and as of such date;
 - (ii) 
 - (iii) no change shall have occurred in Law between the Execution Date and the NRV Station Closing Date or Radford Layover Closing Date, as applicable, that would materially adversely affect the ability of VPRA to consummate the NRV Station Closing or the Radford Layover Closing, as applicable;

- (iv) the transfer of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, shall not have been stayed or enjoined by any Governmental Authority;
- (v) VPRA shall have determined, in its sole discretion, that the conditions of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, are not unsatisfactory in any way; and
- (vi) a survey for the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, shall have been completed to the reasonable satisfaction of VPRA and Norfolk Southern Railway, provided such survey must be completed by November 1, 2026.

Article 5 Closing

5.1 Closing Date

Closing on the grant of the Manassas Passenger Easement and the purchase and sale of the Initial NSR-Conveyed Property (the “**Closing**”) shall occur on or before the Outside Closing Date and on the fifth Business Day following satisfaction of the conditions precedent to Closing set forth in Article 4 (*Conditions Precedent to Closing*), subject to satisfaction of the conditions precedent to Closing set forth in Article 4 (*Conditions Precedent to Closing*) and to any extensions mutually agreed by the Parties in the sole discretion of each Party. The date on which Closing occurs shall be referred to as the “**Closing Date**”. This Article 5 (*Closing*) sets forth the following respective undertakings of the Parties at Closing:

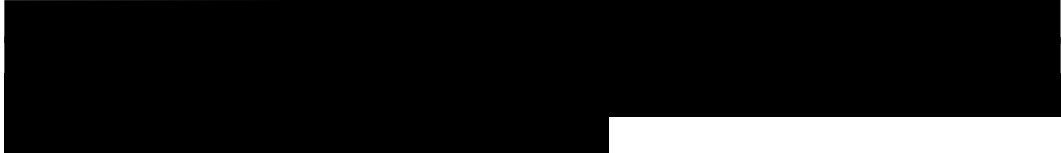
- (a) Norfolk Southern Railway shall deliver to the settlement agent, in a form that is recordable in the applicable Virginia circuit court(s), the duly executed and acknowledged Deeds for the Initial NSR-Conveyed Property and one or more deeds of release to release the lien of any mortgage or trust (if any) that may apply to the Initial NSR-Conveyed Property. Upon Closing, the Deeds for the Initial NSR-Conveyed Property shall be recorded by the settlement agent in all appropriate Clerks’ Offices where the Initial NSR-Conveyed Property and the Manassas Passenger Easement are located.
- (b) VPRA shall pay to Norfolk Southern Railway the Closing Cash Payment.
- (c) General ad valorem real estate taxes (whether assessed for the county, city or state, as applicable) for the then-current year relating to any portions of the Initial NSR-Conveyed Property assessed by the local county or city taxing authority shall be prorated as of the Closing Date and shall be so adjusted at Closing. If the Closing shall occur before the tax rate or assessed value of the Initial NSR-Conveyed Property is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate or assessed value of the Initial NSR-Conveyed Property for the immediately preceding year. For any portion of the Initial NSR-Conveyed Property that is not assessed locally and upon which Norfolk Southern Railway

pays taxes upon a franchise operating tax return basis, then there shall not be pro-rations at Closing for the portion of such taxes or assessments that are on the franchise operating tax return basis, with Norfolk Southern Railway continuing to pay such obligations through the Closing Date in the usual course of its business, and VPRA assuming any such liability arising on or after the Closing Date based on VPRA's specific tax considerations.

- (d) [All rents or other sums due pursuant to any applicable lease that is to be assigned to VPRA at Closing shall be prorated as of the Closing Date.]⁹ Further, all special taxes or assessments of any type of which Norfolk Southern Railway is aware to be due and payable prior to the Closing Date shall be paid by Norfolk Southern Railway. After the Closing Date, all such special taxes or assessments (including, without limitation, sanitary sewer, water and utility charges and assessments) arising after the Closing, or arising before the Closing Date but of which Norfolk Southern Railway was not aware on the Closing Date, shall be paid by VPRA as the same may become due and payable. Further, for any sanitary sewer, water and utility charges and assessments affecting the Initial NSR-Conveyed Property, either Party may elect to require, prior to Closing, that the meters for all utility charges, if any, be read and new accounts therefor established as of midnight of the Business Day prior to Closing, whereupon Norfolk Southern Railway shall be responsible for and shall pay for all such charges relating to the period prior to the Closing Date, and VPRA shall pay and be responsible for all such charges from and after the Closing Date. Any such pro-rations shall be pro-rated based on the amount due for the then-current payment period as divided by the number of days within the then-current payment period, with each Party receiving a credit or debit, as applicable, for each Party's period of ownership through the Closing Date. If no such bill has been provided for the then-current payment period, then the Parties shall make the pro-rations discussed herein based on the amounts paid in satisfaction of the immediately preceding payment period as calculated based on the number of days in the then-current payment period, with each Party being credited or debited at Closing as otherwise set forth herein.
- (e) Each Party shall deliver to the settlement agent a settlement statement executed by Norfolk Southern Railway and VPRA setting forth the Closing Cash Payment, applicable pro-rations, and other matters as may be mutually agreed to be included on such statement.
- (f) Norfolk Southern Railway shall deliver to the settlement agent an affidavit with respect to Norfolk Southern Railway's non-foreign status in compliance with Section 1445 of the Internal Revenue Code, in a form substantially similar to the form set forth in Exhibit J (*Form of FIRPTA*).
- (g) Norfolk Southern Railway shall deliver to the settlement agent an Owner's Affidavit speaking to certain matters of title in a form substantially similar to that

⁹ NTD: There may be a VRE lease on the fence line.

form set forth in Exhibit K (*Owner's Affidavit*) with respect to the property Norfolk Southern Railway is conveying.

- (h) Norfolk Southern Railway shall deliver to the settlement agent a certificate stating that for a period of at least twenty years immediately prior to the date of the certificate, Norfolk Southern Railway has continuously used and actually possessed for railroad purposes the Initial NSR-Conveyed Property, and at all times during such twenty-year period such use and possession has been exclusive, hostile, open, notorious, and under bona fide claim of title or color of title.
- (i) Norfolk Southern Railway shall deliver to the settlement agent a certificate of good standing from the Virginia State Corporation Commission, Certificate of Incumbency documenting Norfolk Southern Railway's authority to proceed with the Closing, form 1099-S (upon request), an R-5E (upon request), and other forms, in mutually agreeable form to the Parties, settlement agent, and the title insurance company, that are necessary to consummate the Closing set forth herein.
- (j) [Each Party shall deliver to the settlement agent an Assignment and Assumption Agreement, in a form substantially similar to that form set forth in Exhibit L (*Form of Assignment and Assumption Agreement*) ("**Assignment and Assumption Agreement**"), executed by Norfolk Southern Railway and VPRA, respectively, in which VPRA assigns all right, title, and interest to certain third-party agreements, with Norfolk Southern Railway assuming the same.]¹⁰
- (k) 
- (l) Each Party shall deliver to the settlement agent Bills of Sale executed by VPRA and Norfolk Southern Railway, respectively, in a form substantially similar to that form set forth in Exhibit B-2 (*Bill of Sale (Manassas Line)*) and Exhibit C-2 (*Bill of Sale (Broad Run Corridor)*).

5.2 Conveyance of Manassas Passenger Easement

At Closing, Norfolk Southern Railway shall convey, or cause to be conveyed, to VPRA the Manassas Passenger Easement by a deed of easement (the "**Manassas Segment Deed of Easement**") attached hereto as Exhibit N-4 (*Form of Deed of Easement for Manassas Segment*) (which shall be based on the Valuation Maps described in Section 5.11 (*Legal Descriptions*)).

5.3 Conveyance of Manassas Line Conveyed Property

At Closing, Norfolk Southern Railway shall convey, or cause to be conveyed, all of its right, title and interest to the Manassas Line Conveyed Property to VPRA by quitclaim

¹⁰ NTD: There may be a VRE lease on the fence line.

deed (the “**Manassas Line Deed**”), in the form substantially as set forth in Exhibit N-1 (Form of Quitclaim Deed for Manassas Line) (which shall be based on the Valuation Maps described in Section 5.11(a) (Legal Descriptions)) subject to the following:

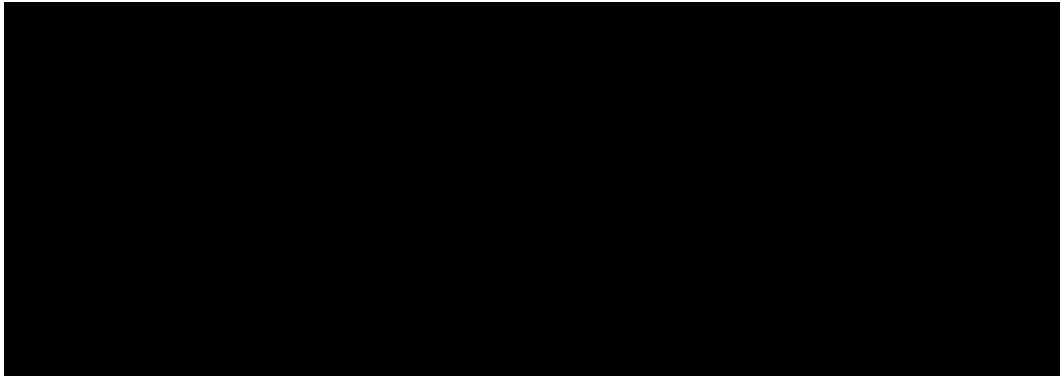
- (a) General real estate taxes (prorated in accordance with Section 5.1(c) (Closing Date)) for the year of Closing and subsequent years not yet due and payable.
- (b) Applicable existing Laws, orders, rules and regulations.
- (c) All rights, restrictions, encumbrances, easements, tenancies, reservations, leases, licenses, permits, privileges, agreements, third-party agreements, conditions, covenants, rights of reentry, or other reversionary interests whether or not of record.
- (d) All rights of any third party (or the general public) in all roads, alleys, bridges, streets, streams, rivers, creeks, or waterways affecting the Manassas Line Conveyed Property (including, without limitation, any culverts, ditches, drainage systems or other facilities affecting the Manassas Line Conveyed Property).
- (e) Norfolk Southern Railway’s reservation, in the text of the Manassas Line Deed, of an exclusive freight easement for Norfolk Southern Railway’s continued performance of its common carrier obligations and other freight rail services and obligations pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995 on and across the Manassas Line Conveyed Property after Closing (the “**Manassas Line Freight Easement**”). The Manassas Line Freight Easement shall be an exclusive, perpetual, irrevocable, assignable, divisible, licensable and transferable (in whole or in part) easement (subject to the prior written approval of VPRA, in the sole discretion of VPRA, of any such assignment, division, license, or transfer to any Person other than (i) to any Norfolk Southern Railway affiliate or Norfolk Southern Railway successor or (ii) for any license related to haulage) in, over, under, across, and upon the Manassas Line Conveyed Property for all freight railroad purposes. VPRA may install new tracks or other railroad infrastructure within the Manassas Line Conveyed Property corridor after Closing; provided that any such new tracks, other railroad infrastructure or work with respect to any such improvements shall not Unreasonably Interfere with Freight Rail Operations. Any such new tracks or other railroad infrastructure would not be subject to the Manassas Line Freight Easement absent VPRA’s written consent or as may otherwise be required by applicable Law or order of an agency or court exercising jurisdiction. If VPRA installs new tracks or other railroad infrastructure along the Manassas Line Conveyed Property at no cost to Norfolk Southern Railway, then VPRA shall be empowered to elect to make any such newly installed tracks or other railroad infrastructure available exclusively for Passenger Rail Service; *provided* that such exclusive use shall not Unreasonably Interfere with Freight Rail Operations. VPRA may relocate the Manassas Line Freight Easement within the Manassas Line Conveyed Property; *provided* that any such relocation shall not Unreasonably Interfere with Freight Rail Operations. The rights hereby reserved pursuant to the Manassas Line Freight Easement are for the purpose of Norfolk Southern Railway

(including, without limitation, any affiliates, parent companies, subsidiaries, successors or assigns, whether now existing or to come into existence at a future date) using the same for bridging its freight trains, connecting with other freight railroads, serving existing and future freight industries located along, adjacent to and near the Manassas Line Conveyed Property, having connections made to the Manassas Line Conveyed Property to serve existing and future industries, and operating freight trains and other equipment over the Manassas Line Conveyed Property.

(f)



(g)



[Redacted]

(h)

[Redacted]

(i)

[Redacted]

5.4 Conveyance of Seminary Passage Conveyed Property

Subject to Article 9 (*Seminary Passage*), at Closing, Norfolk Southern Railway shall convey, or cause to be conveyed, all of its right, title and interest to the Seminary Passage Conveyed Property to VPRA by quitclaim deed (the “**Seminary Passage Deed**”), in the form substantially as set forth in Exhibit N-7 (*Form of Quitclaim Deed for Seminary Passage*) (which shall be based on the Valuation Maps described in Section 5.11(a) (*Legal Descriptions*)) subject to the following:

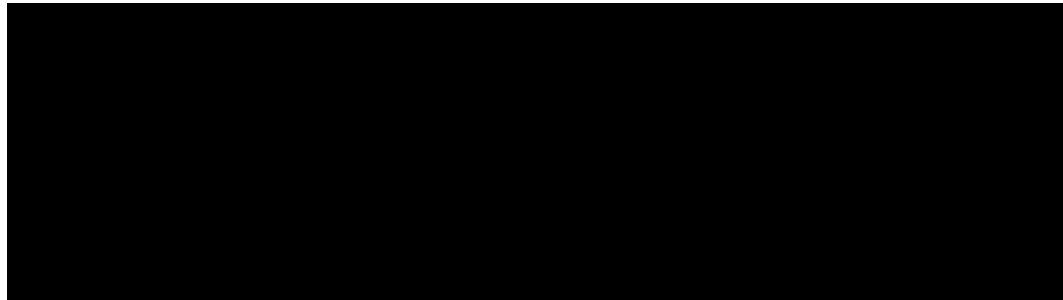
- (a) General real estate taxes (prorated in accordance with Section 5.1(c) (*Closing Date*)) for the year of Closing and subsequent years not yet due and payable.
- (b) Applicable existing Laws, orders, rules and regulations.
- (c) All rights, restrictions, encumbrances, easements, tenancies, reservations, leases, licenses, permits, privileges, agreements, third-party agreements, conditions, covenants, rights of reentry, or other reversionary interests whether or not of record.
- (d) All rights of any third party (or the general public) in all roads, alleys, bridges, streets, streams, rivers, creeks, or waterways affecting the Seminary Passage Conveyed Property (including, without limitation, any culverts, ditches, drainage systems or other facilities affecting the Seminary Passage Conveyed Property).
- (e) Norfolk Southern Railway’s reservation, in the text of the Seminary Passage Deed, of an exclusive freight easement for Norfolk Southern Railway’s continued performance of its common carrier obligations and other freight rail services and obligations pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995 on and across the Seminary Passage Conveyed Property after Closing (the “**Seminary Passage Freight Easement**”). The Seminary Passage Freight Easement shall be an exclusive, perpetual, irrevocable, assignable, divisible, licensable and transferable (in whole or in part) easement (subject to the prior written approval of VPRA, in the sole discretion of VPRA, of any such assignment, division, license, or transfer to any Person other than (i) to any Norfolk Southern Railway affiliate or Norfolk Southern Railway successor or (ii) for any license related to haulage) in, over, under, across, and upon the Seminary Passage Conveyed Property for all freight railroad purposes. VPRA may install new tracks or other railroad infrastructure within the Seminary Passage Conveyed Property corridor after Closing; provided that any such new tracks, other railroad infrastructure or work with respect to any such improvements shall not Unreasonably Interfere with Freight Rail Operations. Any such new tracks or other railroad infrastructure would not be subject to the Seminary Passage Freight Easement absent VPRA’s written consent or as may otherwise be required by applicable Law or order of an agency or court exercising jurisdiction. If VPRA installs new tracks or other railroad infrastructure along the Seminary Passage Conveyed Property at no cost to Norfolk Southern Railway, then VPRA shall be empowered to elect to make any such newly installed tracks or other railroad infrastructure available exclusively for Passenger Rail Service; *provided*

that such exclusive use shall not Unreasonably Interfere with Freight Rail Operations. VPRA may relocate the Seminary Passage Freight Easement within the Seminary Passage Conveyed Property; *provided* that any such relocation shall not Unreasonably Interfere with Freight Rail Operations. The rights hereby reserved pursuant to the Seminary Passage Freight Easement are for the purpose of Norfolk Southern Railway (including, without limitation, any affiliates, parent companies, subsidiaries, successors or assigns, whether now existing or to come into existence at a future date) using the same for bridging its freight trains, connecting with other freight railroads, serving existing and future freight industries located along, adjacent to and near the Seminary Passage Conveyed Property, having connections made to the Seminary Passage Conveyed Property to serve existing and future industries, and operating freight trains and other equipment over the Seminary Passage Conveyed Property.

(f)



(g)



[Redacted]

(h)

[Redacted]

(i)

[Redacted]

¹¹ NTD: [Redacted]

5.5 Restrictive Covenants for Manassas Line Conveyed Property and Seminary Passage Conveyed Property

Notwithstanding any other provision of this Agreement, VPRA agrees that the Manassas Line Deed and Seminary Passage Deed executed as part of the Transaction shall include as a permanent covenant of VPRA running with and touching the land that VPRA (or any operator, contractor, agent or licensee, and all permitted successors and assigns, except Norfolk Southern Railway and its successors and assigns) shall not use the Manassas Line Conveyed Property or the Seminary Passage Conveyed Property (or any portion thereof) for any freight rail purposes other than for the movement of company material of VPRA, a VPRA User, or VPRA contractor (including any maintenance materials).

5.6 Conveyance of Broad Run Conveyed Property

At Closing, Norfolk Southern Railway shall convey, or cause to be conveyed, all of its right, title and interest to the Broad Run Conveyed Property to VPRA by quitclaim deed (the “**Broad Run Deed**”), in the form substantially as set forth in Exhibit N-2 (*Form of Quitclaim Deed for Broad Run Corridor*) (which shall be based on the Valuation Maps described in Section 5.11(a) (Legal Description)) subject to the following:

- (a) General real estate taxes (prorated in accordance with Section 5.1(c) (*Closing Date*)) for the year of Closing and subsequent years not yet due and payable.
- (b) Applicable existing Laws, orders, rules and regulations.
- (c) All rights, restrictions, encumbrances, easements, tenancies, reservations, leases, licenses, permits, privileges, agreements, third-party agreements, conditions, covenants, rights of reentry, or other reversionary interests whether or not of record.
- (d) All rights of any third party (or the general public) in all roads, alleys, bridges, streets, streams, rivers, creeks, or waterways affecting the Broad Run Conveyed Property (including any culverts, ditches, drainage systems or other facilities affecting the Broad Run Conveyed Property).

5.7 V-Line Closing

Subject to satisfaction of the conditions precedent set forth in Section 4.7 (*Norfolk Southern Railway’s Conditions Precedent to V-Line Conveyance*), VPRA shall convey all of its right, title and interest to the V-Line Conveyance to Norfolk Southern Railway by quitclaim deed (the “**V-Line Deed**”), in the form substantially as set forth in Exhibit N-3 (*Form of Quitclaim Deed for V-Line Conveyance*) (which shall be based on the Valuation Maps described in Section 5.11(b) (*Legal Descriptions*)); *provided* that the Parties shall use their respective commercially reasonable efforts to cause the V-Line Conveyance to occur on or before the V-Line Conveyance Deadline. This Section 5.7 (*V-Line Closing*) sets forth the respective undertakings of the Parties at closing of the V-Line Conveyance:

- (a) VPRA shall deliver to the settlement agent, in a form that is recordable in the applicable Virginia circuit court(s), the duly executed and acknowledged V-Line

Deed and one or more deeds of release to release the lien of any mortgage or trust (if any) that may apply to the V-Line Conveyance. Upon the V-Line Closing, the V-Line Deed shall be recorded by the settlement agent in all appropriate Clerks' Offices where the V-Line Conveyance is located.

- (b) VPRA is not subject to general ad valorem real estate taxes. Accordingly, Norfolk Southern Railway shall be responsible for general ad valorem real estate taxes (whether assessed for the county, city or state, as applicable) on and after the V-Line Conveyance Date.
- (c) All rents or other sums due pursuant to any applicable leases or other third-party agreements that are to be assigned to Norfolk Southern Railway at V-Line Closing, if any, shall be pro-rated as of the V-Line Conveyance Date. Further, all special taxes or assessments of any type of which VPRA is aware to be due and payable prior to the V-Line Conveyance Date shall be paid by VPRA. After the V-Line Conveyance Date, all such special taxes or assessments (including, without limitation, sanitary sewer, water and utility charges and assessments) arising after the V-Line Closing, or arising before the V-Line Conveyance Date but of which VPRA was not aware on the V-Line Conveyance Date, shall be paid by Norfolk Southern Railway as the same may become due and payable. Further, for any sanitary sewer, water and utility charges and assessments affecting the V-Line Conveyance, either Party may elect to require, prior to V-Line Closing, that the meters for all utility charges, if any, be read and new accounts therefor established as of midnight of the Business Day prior to V-Line Closing, whereupon VPRA shall be responsible for and shall pay for all such charges relating to the period prior to the V-Line Conveyance Date, and Norfolk Southern Railway shall pay and be responsible for all such charges from and after the V-Line Conveyance Date. Any such pro-rations shall be pro-rated based on the amount due for the then-current payment period as divided by the number of days within the then-current payment period, with each Party receiving a credit or debit, as applicable, for each Party's period of ownership through the V-Line Conveyance Date. If no such bill has been provided for the then-current payment period, then the Parties shall make the pro-rations discussed herein based on the amounts paid in satisfaction of the immediately preceding payment period as calculated based on the number of days in the then-current payment period, with each Party being credited or debited at V-Line Closing as otherwise set forth herein.
- (d) Each Party shall deliver to the settlement agent a Bill of Sale executed by VPRA and Norfolk Southern Railway, respectively, in a form substantially similar to that form set forth in Exhibit F-2 (*Bill of Sale (V-Line Conveyance)*) as updated.
- (e) Conveyance of all of VPRA's right, title and interest to the V-Line Conveyance to Norfolk Southern Railway pursuant to the V-Line Deed shall be subject to the following:
 - (i) Applicable existing Laws, orders, rules and regulations;

- (ii) All rights, restrictions, encumbrances, easements, tenancies, reservations, leases, licenses, permits, privileges, agreements, third-party agreements, conditions, covenants, rights of reentry, or other reversionary interests whether or not of record; and
- (iii) All rights of any third party (or the general public) in all roads, alleys, bridges, streets, streams, rivers, creeks, or waterways affecting the V-Line Conveyance (including, without limitation, any culverts, ditches, drainage systems or other facilities affecting the V-Line Conveyance).
- (f) VPRA shall deliver to the settlement agent an Owner's Affidavit speaking to certain matters of title in a form substantially similar to that form set forth in Exhibit K (*Owner's Affidavit*) with respect to the property VPRA is conveying.
- (g) VPRA shall deliver to the settlement agent any forms, in mutually agreeable form to the Parties, settlement agent, and the title insurance company, that are necessary to consummate the V-Line Closing set forth herein.
- (h) Each Party shall deliver to the settlement agent an Assignment and Assumption Agreement executed by Norfolk Southern Railway and VPRA, respectively, in which VPRA assigns all right, title, and interest to certain third-party agreements, with Norfolk Southern Railway assuming the same.
- (i) [VPRA shall deliver to the settlement agent a Form W-9, or a Form W-9 Commonwealth of Virginia substitute, properly completed by VPRA].¹²

The conveyance of the V-Line Conveyance on the V-Line Conveyance Date shall be referred to herein as the “**V-Line Closing**”.

5.8 NRV Station Closing and Radford Layover Closing

The Parties shall use commercially reasonable efforts to consummate the NRV Station Closing and, if the Layover Facility is not constructed at the NRV Station Parcel, the Radford Layover Closing. On the NRV Station Closing Date, subject to satisfaction of Norfolk Southern Railway the conditions precedent set forth in Section 4.8 (*Conditions Precedent for the NRV Station Closing and the Radford Layover Closing*) with respect to such property, Norfolk Southern Railway shall convey, or cause to be conveyed, all of its right, title and interest to the NRV Station Conveyed Property (the “**NRV Station Closing**”) by a quitclaim deed in a form mutually agreed upon by the Parties (which shall be based on the Valuation Maps described in Section 5.11(c) (*Legal Descriptions*)) (the “**NRV Station Deed**”) and on the Radford Layover Closing Date, subject to satisfaction of Norfolk Southern Railway the conditions precedent set forth in Section 4.8 (*Conditions Precedent for the NRV Station Closing and the Radford Layover Closing*) with respect to such property, Norfolk Southern Railway shall convey, or cause to be conveyed, all of its right, title and interest to the Radford Layover Conveyed Property (the “**Radford Layover Closing**”) by a quitclaim deed in a form mutually agreed upon by the Parties (which shall

¹² NTD: Norfolk Southern Railway confirming what internal documentation it will need to receive.

be based on the Valuation Maps described in Section 5.11(c) (Legal Descriptions) (the “**Radford Layover Deed**”). This Section 5.8 (NRV Station Closing and Radford Layover Closing) sets forth the respective undertakings of the Parties at NRV Station Closing and Radford Layover Closing, as applicable:

- (a) Norfolk Southern Railway shall deliver to the settlement agent, in a form that is recordable in the applicable Virginia circuit court(s), the duly executed and acknowledged NRV Station Deed and Radford Layover Deed, as applicable, and one or more deeds of release to release the lien of any mortgage or trust (if any) that may apply to the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable. Upon (i) the NRV Station Closing, the NRV Station Deed and (ii) the Radford Layover Closing, the Radford Layover Deed, as applicable, shall be recorded by the settlement agent in all appropriate Clerks’ Offices where the applicable property is located.
- (b) General ad valorem real estate taxes (whether assessed for the county, city or state, as applicable) for the then-current year relating to any portions of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, assessed by the local county or city taxing authority shall be prorated as of the NRV Station Closing Date and the Radford Layover Closing Date and shall be so adjusted at the NRV Station Closing and the Radford Layover Closing, as applicable. If the NRV Station Closing or the Radford Layover Closing shall occur before the tax rate or assessed value of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate or assessed value of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, for the immediately preceding year. For any portion of the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, that is not assessed locally and upon which Norfolk Southern Railway pays taxes upon a franchise operating tax return basis, then there shall not be prorations at the NRV Station Closing Date and the Radford Layover Closing Date for the portion of such taxes or assessments that are on the franchise operating tax return basis, with Norfolk Southern Railway continuing to pay such obligations through the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, in the usual course of its business, and VPRA assuming any such liability arising on or after the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, based on VPRA’s specific tax considerations.
- (c) All rents or other sums due pursuant to any applicable leases or other third-party agreements that are to be assigned to VPRA at the NRV Station Closing and the Radford Layover Closing, as applicable, if any, shall be pro-rated as of the NRV Station Closing Date and the Radford Layover Closing Date, as applicable. Further, all special taxes or assessments of any type of which Norfolk Southern Railway is aware to be due and payable prior to the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, shall be paid by Norfolk Southern Railway. After the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, all such special taxes or assessments (including, without limitation,

sanitary sewer, water and utility charges and assessments) arising after the NRV Station Closing and the Radford Layover Closing, as applicable, or arising before the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, but of which Norfolk Southern Railway was not aware on the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, shall be paid by VPRA as the same may become due and payable. Further, for any sanitary sewer, water and utility charges and assessments affecting the NRV Station Conveyed Property or the Radford Layover Conveyed Property, as applicable, either Party may elect to require, prior to applicable closing, that the meters for all utility charges, if any, be read and new accounts therefor established as of midnight of the Business Day prior to the NRV Station Closing and the Radford Layover Closing, as applicable, whereupon Norfolk Southern Railway shall be responsible for and shall pay for all such charges relating to the period prior to the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, and VPRA shall pay and be responsible for all such charges from and after the NRV Station Closing Date and the Radford Layover Closing Date, as applicable. Any such pro-rations shall be pro-rated based on the amount due for the then-current payment period as divided by the number of days within the then-current payment period, with each Party receiving a credit or debit, as applicable, for each Party's period of ownership through the NRV Station Closing Date and the Radford Layover Closing Date, as applicable. If no such bill has been provided for the then-current payment period, then the Parties shall make the pro-rations discussed herein based on the amounts paid in satisfaction of the immediately preceding payment period as calculated based on the number of days in the then-current payment period, with each Party being credited or debited at the NRV Station Closing and the Radford Layover Closing, as applicable, as otherwise set forth herein.

- (d) Each Party shall deliver to the settlement agent Bills of Sale executed by VPRA and Norfolk Southern Railway, respectively, in a form substantially similar to that form set forth in Exhibit D-2 (Bill of Sale (NRV Station Parcel)) and Exhibit E-2 (Bill of Sale (Radford Layover)), in each case with such updates as agreed by the Parties.
- (e) Conveyance of all of Norfolk Southern Railway's right, title and interest to the NRV Station Conveyed Property to VPRA pursuant to the NRV Station Deed and the Radford Layover Conveyed Property to VPRA pursuant to the Radford Layover Deed, as applicable, shall be subject to the following:
 - (i) General real estate taxes (prorated in accordance with Section 5.1(c) (Closing Date)) for the year of the NRV Station Closing Date and the Radford Layover Closing Date, as applicable, and subsequent years not yet due and payable.
 - (ii) Applicable existing Laws, orders, rules and regulations.
 - (iii) All rights, restrictions, encumbrances, easements, tenancies, reservations, leases, licenses, permits, privileges, agreements, third-party agreements,

conditions, covenants, rights of reentry, or other reversionary interests whether or not of record.

- (iv) All rights of any third party (or the general public) in all roads, alleys, bridges, streets, streams, rivers, creeks, or waterways affecting the NRV Station Conveyed Property and Radford Layover Conveyed Property, as applicable (including, without limitation, any culverts, ditches, drainage systems or other facilities affecting the applicable property).
- (f) Norfolk Southern Railway shall deliver to the settlement agent an affidavit with respect to Norfolk Southern Railway's non-foreign status in compliance with Section 1445 of the Internal Revenue Code, in a form substantially similar to the form set forth in Exhibit J (*Form of FIRPTA*).
- (g) Norfolk Southern Railway shall deliver to the settlement agent an Owner's Affidavit speaking to certain matters of title in a form substantially similar to that form set forth in Exhibit K (*Owner's Affidavit*) with respect to the property such Party is conveying.
- (h) Norfolk Southern Railway shall deliver to the settlement agent a certificate of good standing from the Virginia State Corporation Commission, Certificate of Incumbency documenting such Party's authority to proceed with the NRV Station Closing and the Radford Layover Closing, as applicable, form 1099-S (upon request), an R-5E (upon request), and other forms, in mutually agreeable form to the Parties, settlement agent, and the title insurance company, that are necessary to consummate the NRV Station Closing and the Radford Layover Closing, as applicable, set forth herein.
- (i) Each Party shall deliver to the settlement agent an Assignment and Assumption Agreement executed by Norfolk Southern Railway and VPRA, respectively, in which Norfolk Southern Railway assigns all right, title, and interest to certain third-party agreements, with VPRA assuming the same.
- (j) Upon the NRV Station Closing and if requested by Norfolk Southern Railway, VPRA agrees to lease the New Depot Building to Norfolk Southern Railway until Norfolk Southern Railway establishes a new reporting location for its employees, and Norfolk Southern Railway shall pay [REDACTED] to VPRA for such lease; *provided* that the rights and obligations in this clause (j) shall be extinguished if and when VPRA or its designees require access to the New Depot Building for renovation or other uses.

5.9 Deed Preparation

- (a) Norfolk Southern Railway shall pay for the Manassas Line Deed, the Seminary Passage Deed, the Broad Run Deed, the Deeds of Easement, NRV Station Deed and Radford Layover Deed preparations, each as applicable, costs to prepare any other documents for the applicable closing that Norfolk Southern Railway has expressly agreed herein to produce at the applicable closing, grantor's tax (including

those due pursuant to § 58.1-802 and 58.1-802.3 of the Code of Virginia) and Norfolk Southern Railway's attorney's fees. For the purpose of calculating grantor's tax, the price due and payable to each county or city shall be calculated upon the portion of the Purchase Price allocated to that respective county or city.

- (b) VPRA shall pay for the V-Line Deed preparation, costs to prepare any other documents for the V-Line Closing that VPRA has expressly agreed herein to produce at V-Line Closing, and for VPRA's attorney's fees. For clarity, VPRA is exempt from grantor's tax (including those due pursuant to § 58.1-802 and 58.1-802.3 of the Code of Virginia).

5.10 Other Closing Costs

- (a) VPRA shall pay for all other Closing costs with respect to the NSR-Conveyed Property not paid by Norfolk Southern Railway, including, without limitation, taxes related to Closing (excluding grantor's tax), filing or recording fees, survey costs, title examination fees, title insurance premiums, escrow or settlement agent fees, and VPRA's attorney's fees.
- (b) Norfolk Southern Railway shall pay for all other V-Line Closing costs with respect to the V-Line Conveyance not paid by VPRA, including, without limitation, taxes related to the V-Line Closing (excluding grantor's tax), filing or recording fees, survey costs, title examination fees, title insurance premiums, escrow or settlement agent fees, and Norfolk Southern Railway's attorney's fees.

5.11 Legal Descriptions

- (a) Prior to Closing, Norfolk Southern Railway shall prepare a legal description for the Initial NSR-Conveyed Property and the Manassas Segment based on a reference to the center line of the track as located in reference to the existing Valuation Maps for the Initial NSR-Conveyed Property and the Manassas Segment (the "**NSR Valuation Maps**") and deliver the same to VPRA, which NSR Valuation Maps shall be divided into eight and one-half (8 1/2) by fourteen (14) sheets and attached to the applicable Deed and applicable Deeds of Easement as exhibits and recorded therewith as part of the legal description. The aforementioned legal description shall also clearly describe the mileposts applicable to the Manassas Line Conveyed Property, the Seminary Passage Conveyed Property, the Broad Run Conveyed Property, and the Manassas Segment, as well as any applicable locally assessed tax map parcels to be conveyed as part of the Initial NSR-Conveyed Property set forth herein. Further, VPRA, at the cost and expense of VPRA, shall commission the Initial Surveys (as described herein), and any Additional Survey (as described herein), as applicable, pursuant to Article 6 (*Surveys; Deeds of Confirmation*) of this Agreement and subject to review and approval of Norfolk Southern Railway and VPRA, that accurately depict the termination points of the Manassas Line Conveyed Property, the Seminary Passage Conveyed Property, the Manassas Segment, and a metes and bounds description of the Broad Run Conveyed Property (such approved Initial Surveys or Additional Survey will be included as part of the

aforementioned legal description if completed and approved in advance of Closing). Such NSR Valuation Maps shall be included in Exhibit B-1 (*Existing Valuation Maps (Manassas Line)*), Exhibit C-1 (*Existing Valuation Maps (Broad Run Corridor)*), Exhibit G-1 (*Existing Valuation Maps (Manassas Segment)*) and Exhibit H-1 (*Existing Valuation Maps (Seminary Passage)*) with the aforementioned legal description being prepared and approved by VPRA and Norfolk Southern Railway prior to the Closing Date. Norfolk Southern Railway agrees to assist VPRA in procuring the Initial Surveys by recommending surveyors, providing collaborative comments, and timely review of survey work, and otherwise advise VPRA of Norfolk Southern Railway survey standards to expedite the required approvals.

- (b) Prior to the Closing Date, VPRA shall prepare a legal description for the V-Line Conveyance based on the Cut Points Survey (as defined and performed under the 2022 CRA) and deliver the same to Norfolk Southern Railway. The aforementioned legal description shall also clearly describe the mileposts applicable to the V-Line Conveyance, as well as any applicable locally assessed tax map parcels to be conveyed as part of the V-Line Conveyance set forth herein.
- (c) Prior to the Closing Date, Norfolk Southern Railway shall prepare a legal description for the NRV Station Conveyed Property and the Radford Layover Conveyed Property based on the existing Valuation Maps for the NRV Station Real Property and the Radford Layover Real Property, as applicable (the “**NRV/Radford Valuation Maps**”), and deliver the same to VPRA, which NRV/Radford Valuation Maps shall be divided into eight and one-half (8 1/2) by fourteen (14) sheets and attached to the applicable Deed as exhibits and recorded therewith as part of the legal description. The aforementioned legal description shall also clearly describe any applicable mileposts applicable to the NRV Station Conveyed Property and the Radford Layover Conveyed Property, as well as any applicable locally assessed tax map parcels to be conveyed as part of the NRV Station Conveyed Property and the Radford Layover Conveyed Property, as applicable, set forth herein. Further, VPRA, at the cost and expense of VPRA, may commission any Additional Survey, as applicable, pursuant to Article 6 (*Surveys; Deeds of Confirmation*) of this Agreement and subject to review and approval of Norfolk Southern Railway and VPRA (such approved surveys will be included as part of the aforementioned legal description if completed and approved in advance of Closing). Such NRV/Radford Valuation Maps shall be included in Exhibit D-1 (*Existing Valuation Maps (NRV Station Parcel)*) and Exhibit E-1 (*Existing Valuation Maps (Radford Layover)*), with the aforementioned legal description being prepared and approved by VPRA and Norfolk Southern Railway prior to the Closing Date. Norfolk Southern Railway agrees to assist VPRA in procuring any such survey by recommending surveyors, providing collaborative comments, and timely review of survey work, and otherwise advise VPRA of Norfolk Southern Railway survey standards to expedite the required approvals.

5.12 Recording

With respect to each 2024 CRA Closing, the Parties shall record the Deeds, the Deeds of Easement, as applicable, with the Circuit Court Clerk in the relevant localities where such rights and interest exist.

Article 6 Surveys; Deeds of Confirmation

6.1 Initial Surveys

- (a) On or before the August 31, 2024, VPRA shall make good faith efforts to diligently secure, at the cost and expense of VPRA but with the cooperation of Norfolk Southern Railway as set forth in Section 5.11(a) (*Legal Descriptions*), (i) a survey made by a registered land surveyor licensed in the Commonwealth depicting with respect to the Manassas Line Conveyed Property a cut point survey of (A) thirty (30) feet to the east of the switches located east of the eastern abutment of the bridges crossing Cameron Run (at or about MP Manassas 10.76) to (B) a point of termination thirty (30) feet west from the western end of an overpass bridge crossing Grant Avenue in Manassas (at or about MP Manassas 32.75), and (C) any applicable Excluded Property listed in Exhibit N-1 (*Form of Quitclaim Deed for Manassas Line*) (the “**Manassas Line Initial Survey**”), and [ADD IN SEMINARY PASSAGE CUT POINTS FOR SURVEY] (ii) a survey made by a registered land surveyor licensed in the Commonwealth depicting (A) a metes and bounds description of the Broad Run Conveyed Property, and (B) any applicable Excluded Property listed in Exhibit N-2 (*Form of Quitclaim Deed for Broad Run Corridor*) (the “**Broad Run Survey**,” and together with the Manassas Line Initial Survey, the “**Initial Surveys**”).
- (b) The Initial Surveys, which are subject to approval of Norfolk Southern Railway and VPRA, shall be obtained by VPRA at the sole cost of VPRA. VPRA shall arrange for the Initial Surveys (with all Parties working diligently and in good faith to provide Norfolk Southern Railway such Initial Surveys on or before the August 31, 2024 for any review, comment, and approval of applicable survey drafts, but with failure to meet such deadline not being deemed to be a breach of this Agreement) and furnish to Norfolk Southern Railway three (3) copies of the metes and bounds description (including the applicable CADD file) describing the applicable points of termination and Excluded Property, acceptable to Norfolk Southern Railway, VPRA and to the officials responsible for recordation of deeds in the county or city in which the applicable portion of the Manassas Line Conveyed Property, Seminary Passage Conveyed Property, or the Broad Run Conveyed Property, as applicable, is located. If completed and approved by Norfolk Southern Railway prior to August 31, 2024, Norfolk Southern Railway shall utilize the Initial Surveys, along with the legal descriptions described in Section 5.11(a) (*Legal Description*), in preparation of conveyance documents, all other applicable instruments contemplated by this Agreement. If the Initial Surveys are completed and/or approved by Norfolk Southern Railway after the Closing Date, then the Initial Surveys shall be placed of

record in the applicable locality pursuant to Section 6.3 (*Deeds of Confirmation*). The Initial Surveys shall depict the location of all improvements and tracks on or adjacent to the relevant Manassas Line Conveyed Property, Seminary Passage Conveyed Property, or Broad Run Conveyed Property, as applicable, together with a metes and bounds description of the applicable cut points, if applicable, as well as any Excluded Property.

6.2 Additional Survey

VPRA may cause, in its sole discretion and at its sole expense, a boundary survey, or other survey plats based on title work and field surveys described in Section 3.1 (*Title Examination Due Diligence and Purchase Price Adjustment*) and this Article 6 (*Surveys; Deeds of Confirmation*) with respect to the NSR-Conveyed Property, respectively, (“**Additional Survey**”) to be conducted of the NSR-Conveyed Property or any portion thereof by a land survey duly registered under the Laws of the Commonwealth. Such Additional Survey shall include a depiction of the in-place improvements and tracks on or adjacent to the NSR-Conveyed Property together with a metes and bounds description of the applicable property. If VPRA desires that the Additional Survey is utilized in any applicable conveyance document on the Closing Date, then the Additional Survey shall be reviewed and approved by Norfolk Southern Railway pursuant to the same approval process set forth in Section 6.1 (*Initial Surveys*) prior to being utilized in the conveyance documents. To the extent the Additional Survey is approved by Norfolk Southern Railway and completed prior to the Closing Date, then the same shall be utilized to depict the applicable portion of the interests conveyed herein, as applicable, as a supplement to, and not in lieu of, any other legal description otherwise prepared in compliance with this Agreement. In the event that the Additional Survey is completed and/or approved by Norfolk Southern Railway after the Closing Date, then, so long as the Parties mutually agree that such Additional Survey should be placed of record, the Additional Survey shall be placed of record in the applicable locality pursuant to Section 6.3 (*Deeds of Confirmation*).

6.3 Deeds of Confirmation

In the event that one or more Initial Survey or Additional Surveys (provided that the Parties have mutually agreed that such Additional Surveys in question are necessary to further the terms of this Agreement) are not completed and approved by the applicable Party in sufficient time to utilize as part of the legal description described in Section 5.11(a) (*Legal Description*) on the Closing Date, then, upon completion and approval of such Initial Surveys or Additional Surveys after the Closing Date, Norfolk Southern Railway and VPRA shall execute a quitclaim deed of confirmation in a form substantially similar to that form set forth at Exhibit N-6 (*Form of Deed of Confirmation*) (“**Deed of Confirmation**”), with such Initial Surveys or Additional Surveys being placed of record as an exhibit to the aforementioned Deed of Confirmation at the sole cost and expense of the Party requesting such Deed of Confirmation in the applicable locality. Notwithstanding the foregoing, each Party shall make good faith efforts to diligently pursue the completion of all Initial Surveys and any Additional Surveys prior to Closing. Any Initial Survey and/or Additional Survey completed or approved by a Party after the Closing Date shall only serve to confirm

ownership to the applicable portions of the NSR-Conveyed Property. No Initial Survey or Additional Survey completed or approved after the Closing shall serve to: (a) alter or amend the transaction contemplated by this Agreement (except to the extent of confirming the acreage conveyed herein), or (b) amend the Purchase Price, or any other sum, payable by any Party pursuant to this Agreement in any way, or (c) extend, revive, or otherwise modify any time period for objection, due diligence, or any rights of evaluation or termination that have otherwise expired, terminated, or been waived by a Party pursuant to the terms of this Agreement, with regard to any matter revealed by the Initial Survey or Additional Survey, or (d) limit or otherwise amend the nature of the quitclaim conveyance contemplated by this Agreement, and the Parties' acceptance of the NSR-Conveyed Property, the Manassas Segment or the Seminary Passage at Closing AS-IS, WHERE-IS without representation or warranty at Closing (excepting the specific representations and warranties expressly set forth in this Agreement). Further, neither Party shall assume any costs, liability, or other obligation (in addition to the terms of this Agreement) to execute any additional documentation other than the Deed of Confirmation and any applicable signatures within the Initial Survey or Additional Surveys (including, without limitation, title insurance company or settlement agent documentation) to facilitate additional title insurance coverage or other uses of the Initial Survey or Additional Surveys that a Party, a Party's title insurance company, settlement agent, or any other party associated with the transaction may deem desirable. Any dispute arising after Closing as a result of this Deeds of Confirmation process set forth herein shall be governed by Article 29 (Dispute Resolution).

Article 7 Representations and Warranties

7.1 Norfolk Southern Railway's Representations

Norfolk Southern Railway hereby represents and warrants to VPRA, (x) as of the Execution Date and the Closing Date, and (y) solely with respect to the NRV Station Conveyed Property as of the NRV Station Closing and solely with respect to the Radford Layover Conveyed Property as of the Radford Layover Closing, as follows:

- (a) *Knowledge of Norfolk Southern Railway.* As used herein and elsewhere in this Agreement, the phrase "actual knowledge of Norfolk Southern Railway" or similar reference shall refer to the actual knowledge of (i) [REDACTED] with respect to the representations in subsection (b) below; (ii) [REDACTED] with respect to the representations in subsections (c), (d) and (k) below; (iii) [REDACTED] with respect to subsection (h) below; and (iv) [REDACTED] with respect to subsection (i) and (j) below, as of the Execution Date, the Closing Date, the NRV Station Closing Date or Radford Layover Closing Date, as applicable, and after reasonable inquiry with regard to such representations (which reasonable inquiry shall be limited to review of internal documents in the actual possession of Norfolk Southern Railway). In the event that any of the knowledge parties listed above is no longer an employee of Norfolk Southern Railway as of the applicable date, such person will be replaced by his or her successor for purposes of this definition of "actual knowledge of Norfolk Southern Railway".

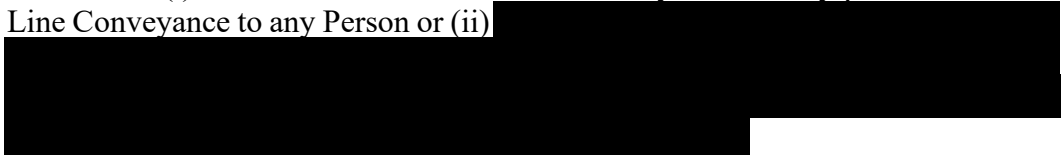
- (b) *Assessments.* To Norfolk Southern Railway's actual knowledge, no assessments have been made against the NSR-Conveyed Property, the Manassas Segment or Seminary Passage that are unpaid (except ad valorem taxes for the current year), whether or not they have become liens.
- (c) *Boundary Lines of Land.* To Norfolk Southern Railway's actual knowledge, there is no pending litigation or dispute concerning the location of the lines and corners of the NSR-Conveyed Property, the Manassas Segment or the Seminary Passage.
- (d) *No Condemnation.* To Norfolk Southern Railway's actual knowledge, there is no pending (or to Norfolk Southern Railway's actual knowledge, threatened) condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the NSR-Conveyed Property, or the Manassas Segment or the Seminary Passage.
- (e) *Authorization.* Norfolk Southern Railway has taken all necessary corporate action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of Norfolk Southern Railway, are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of Norfolk Southern Railway shall be personally liable for any obligation hereunder.
- (f) *Good Standing.* Norfolk Southern Railway is a duly organized and validly existing corporation under the Laws of the Commonwealth and duly authorized and registered to transact business in the Commonwealth.
- (g) *Binding.* This Agreement is a legal, valid and binding agreement of Norfolk Southern Railway, enforceable against Norfolk Southern Railway in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).
- (h) *No Violation.* To Norfolk Southern Railway's actual knowledge, entering into this Agreement by Norfolk Southern Railway is not in violation of any applicable Law or order.
- (i) *No Consummated Abandonment.* To Norfolk Southern Railway's actual knowledge, except as provided in Exhibit O (*NSR Abandonments*), from [January 1, 2022] to present, there have been no consummated abandonments, as that term is used in the Interstate Commerce Commission Termination Act of 1995, concerning the mainline trackage of Norfolk Southern Railway which are located on the NSR-Conveyed Property, the Manassas Segment or the Seminary Passage.
- (j) *Trackage Rights Agreements.* To Norfolk Southern Railway's actual knowledge, the list of Trackage Rights Agreements contained in Exhibit P (*NSR Trackage Rights Agreements*) are all of the Trackage Rights held by other rail carriers on the NSR-Conveyed Property, the Manassas Segment or the Seminary Passage.

- (k) *Positive Train Control.* Positive Train Control has been installed on the N-Line, including between the passenger platform at Roanoke and the Radford Layover Parcel, including through the NRV Station Parcel.
- (l) *Disclaimer.* Other than as expressly set forth in this Agreement, Norfolk Southern Railway has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to VPRA concerning the NSR-Conveyed Property, the Manassas Segment or the Seminary Passage.

7.2 VPRA's Representations

VPRA hereby represents and warrants to Norfolk Southern Railway, (x) as of the Execution Date and the Closing Date, and (y) solely with respect to the V-Line Conveyance as of the V-Line Conveyance Date, as follows:

- (a) *Knowledge of VPRA.* As used herein and elsewhere in this Agreement, the phrase "actual knowledge of VPRA" or similar reference shall refer to the actual knowledge of ■■■, as of the Execution Date, the Closing Date and the V-Line Conveyance Date, and after reasonable inquiry with regard to such representations (which reasonable inquiry shall be limited to review of internal documents in the actual possession of VPRA).
- (b) *Assessments.* To VPRA's actual knowledge, no assessments have been made against the V-Line Conveyance that are unpaid (except ad valorem taxes for the current year), whether or not they have become liens.
- (c) *Boundary Lines of Land.* To VPRA's actual knowledge, there is no pending litigation or dispute concerning the location of the lines and corners of the V-Line Conveyance.
- (d) *No Condemnation.* To VPRA's actual knowledge, there is no pending (or to VPRA's actual knowledge, threatened) condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the V-Line Conveyance.
- (e) *Authorization.* VPRA has taken all necessary corporate action to authorize the execution of this Agreement, and those Persons executing this Agreement on behalf of VPRA, are authorized to do so; provided, however, that no officer, director, shareholder, beneficial owner, agent or employee of VPRA shall be personally liable for any obligation hereunder.
- (f) *Binding.* This Agreement is a legal, valid and binding agreement of VPRA, enforceable against VPRA in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar Laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

- (g) *No Violation.* To VPRA's actual knowledge, entering into this Agreement by VPRA is not in violation of any applicable Law or order.
- (h) *No Consummated Abandonment.* To VPRA's actual knowledge, except as provided in Exhibit Q (*V-Line Abandonments*), from [January 1, 2022] to present, there have been no consummated abandonments, as that term is used in the Interstate Commerce Commission Termination Act of 1995, concerning the mainline trackage of VPRA which are located on the V-Line Conveyance.
- (i) *Trackage Rights Agreements.* To VPRA's actual knowledge, the list of Trackage Rights Agreements contained in Exhibit R (*V-Line Trackage Rights Agreements*) are all of the Trackage Rights held by other rail carriers on the V-Line Conveyance.
- (j) *Assigned Agreements and Instruments.* To VPRA's actual knowledge, VPRA is not a party to any pending litigation alleging a material breach of any agreement or instrument that will be assigned to Norfolk Southern Railway.
- (k) *Changes Since 2022 CRA.* To VPRA's actual knowledge, since the date of the 2022 CRA, (i) VPRA has not transferred or conveyed all or any portion of the V-Line Conveyance to any Person or (ii) 
- (l) *Disclaimer.* Other than as expressly set forth in this Agreement, VPRA has not and does not here-by make any express or implied representation or warranty or give any indemnification of any kind to Norfolk Southern Railway concerning the V-Line Conveyance.

7.3 Survival and Breach of Representations

Norfolk Southern Railway's representations and warranties in this Article 7 (*Representations and Warranties*) shall survive until the sixth (6th) anniversary of the Closing Date and, solely with respect to Norfolk Southern Railway's representations and warranties in this Article 7 (*Representations and Warranties*) with respect to the NRV Station Conveyed Property and Radford Layover Conveyed Property, such representations and warranties shall survive until the sixth (6th) anniversary of the NRV Station Closing Date or the Radford Layover Closing Date, as applicable. VPRA's representations and warranties in this Article 7 (*Representations and Warranties*) shall survive until the sixth (6th) anniversary of the Closing Date and, solely with respect to VPRA's representations and warranties in this Article 7 (*Representations and Warranties*) with respect to the V-Line Conveyance, such representations and warranties shall survive until the sixth (6th) anniversary of the V-Line Conveyance Date. Any Claims related to breaches of representations and warranties in this Article 7 (*Representations and Warranties*) must be (a) based on a material breach of a representation or warranty and (b) made on or prior to the survival date set forth above in this Section 7.3 (*Survival and Breach of Representations*) of the Closing Date.

Article 8 Corridor Rail Services

8.1 Passenger Rail Service

- (a) VPRA shall have the right to provide or cause to be provided by a VPRA User and VRE the following passenger rail service (together, “**Passenger Rail Service**”), subject to the NSR Operating Rules, and the terms and conditions of this Agreement and the Intercity Operating Schedule (such Passenger Rail Service will not Unreasonably Interfere with Freight Rail Operations and the Parties acknowledge and agree that any Passenger Rail Service already in operations as of the Effective Date does not Unreasonably Interfere with Freight Rail Operations):
- (i) the Baseline First Frequency, the Baseline Second Frequency, and, subject to Section 8.1(g) (*Passenger Rail Service*), the Third Roanoke Frequency;
 - (ii) upon and after (i) the Turnover Date, (ii) the NRV Station Closing, and (iii) if needed, the Radford Layover Closing:
 - (1) the Extended First Frequency;
 - (2) the Extended Second Frequency; and
 - (3) subject to Section 8.1(g) (*Passenger Rail Service*), the Extended Third Frequency;
 - (iii) upon and after (i) the Turnover Date, (ii) the NRV Station Closing, (iii) the substantial completion of the Roanoke Easement Area Improvements, and (iv) the substantial completion of the Roanoke-Christiansburg/Radford Improvements, Excursion Passenger Rail Service (which Norfolk Southern Railway shall accommodate, including on weekends and holidays, if such service does not Unreasonably Interfere with Freight Rail Operations);
 - (iv) upon and after the Closing Date, Commuter Rail Service operated by VRE over the VRE Manassas Territory (A) at frequencies set forth in Exhibit Z-1 (*VRE Weekday Service Schedule*) and Exhibit Z-2 (*VRE Saturday Service Schedule*) or (B) subject to Section 8.5(b) (*VRE Service*), at such other frequencies proposed by VPRA;
 - (v) prior to the completion of construction of the Broad Run Pocket Track, over the NSR-Retained Broad Run Tracks, Intercity Passenger Rail Service and Commuter Rail Service operated by VRE at frequencies selected by VPRA that do not Unreasonably Interfere with Freight Rail Operations.
- (b) VPRA shall be responsible for arranging with Amtrak access to and use of the passenger platform in Roanoke if the operator of VPRA service is a party other than Amtrak.

- (c) Subject to the statutory and contract rights of Amtrak, Norfolk Southern Railway shall not provide, and may not assign license, transfer (in whole or in part and including the grant of any passenger Trackage Rights to others) or otherwise permit any other Person to use the NSR ROW to provide passenger rail service that would have a material adverse effect on the Blended Quarterly OTP Percentage or the Intercity Operating Schedule without the prior written consent of VPRA, such consent not to be unreasonably withheld or delayed.
- (d) VPRA's use of the NSR ROW shall be in common with any NSR User. Norfolk Southern Railway's right to use the NSR ROW shall not be diminished by this Agreement. Subject to the terms of this Agreement, it is the intention of the Parties that the NSR ROW shall be used in an integrated way by all Users providing passenger or freight rail services such that there shall be no assigned windows for the operation of either without agreement of the Parties.
- (e) VPRA may designate the Intercity Passenger Rail Service Provider of its choosing as a VPRA User. Any Intercity Passenger Rail Service Provider other than Amtrak will be required to provide to Norfolk Southern Railway, under a direct agreement with Norfolk Southern Railway (hereinafter referred to as a "**Future VPRA User Contract**"), the indemnification and insurance protections set forth in Exhibit W (Liability Provisions Applicable to Future VPRA Users other than Amtrak), unless waived by Norfolk Southern Railway in writing at the time. No Passenger Rail Service on NSR ROW shall be performed by any VPRA User other than Amtrak unless and until such VPRA User has entered into a Future VPRA User Contract with Norfolk Southern Railway in conformance with the provisions of this Section 8.1(e) (Passenger Rail Service). Should the Passenger Rail service be provided by Amtrak, such service will be provided pursuant to the existing NSR Off-Corridor Agreement, or future replacement of the same, and terms and conditions of the NSR Off-Corridor Agreement shall apply.
- (f) If a VPRA User is abolished or otherwise ceases to exist without a designated successor or assign, VPRA shall have the right to designate the successor for the purposes of this Agreement and the designated successor shall have the right to operate passenger trains on the same routes and at the same frequencies as the former VPRA User subject to the provisions of Section 8.1(e) (Passenger Rail Service).
- (g) No later than March 31, 2026, Norfolk Southern Railway shall perform or cause to be performed an RTC study (the "**Base RTC Study**") between Roanoke and Alexandria that includes all current and future freight rail traffic, all current passenger rail traffic, and assumes the completion of the Nokesville-Calverton Double Track Project, the Roanoke-Christiansburg/Radford Improvements, and the Roanoke Easement Area Improvements and shall perform or cause to be performed an RTC study (the "**TRF Incremental RTC Study**") that would add to the Base RTC Study only the Third Roanoke Frequency. Norfolk Southern Railway shall allow VPRA (including its employees and consultants) to participate in and observe the inputs for any such Base RTC Study and TRF Incremental RTC Study. The

Parties shall meet and confer promptly after the completion of the Base RTC Study and the TRF Incremental RTC Study to determine what additional infrastructure or VPRA operating changes may be required, if any, to introduce the Third Roanoke Frequency such that it would not Unreasonably Interfere with Freight Rail Operations. After the Parties' completion of any such mutually agreed infrastructure improvements, operating modifications, and/or compensation, VPRA may initiate the proposed Third Roanoke Frequency upon thirty (30) days' notice; *provided* that the Parties agree that such infrastructure improvements, operating modifications, and/or compensation shall be funded by sources other than the WVRI Grant Funds. For the avoidance of doubt, nothing set forth in this Agreement shall guarantee or require Norfolk Southern Railway's approval of the Third Roanoke Frequency.

- (h) Upon the completion of the Nokesville-Calverton Double Track Project and the completion of the construction of a passenger rail platform in Bedford, VPRA shall have the right to cause one intercity passenger train pair per day between Washington, D.C. and Roanoke (or Christiansburg, if applicable) to stop at such Bedford platform, *provided* that the stop does not Unreasonably Interfere with Freight Rail Operations. If the Third Roanoke Frequency has been added in accordance with Section 8.1(g) (*Passenger Rail Service*), then the Parties shall discuss under what terms the Third Roanoke Frequency may stop at the Bedford platform based on RTC modeling reasonably agreed between the Parties.

(i)



- (j) If the Layover Facility is constructed on the Radford Layover Parcel, then, notwithstanding anything to the contrary in this Agreement, (i) VPRA shall have the right to run up to two deadhead train pairs between Christiansburg and Radford per day, with charges for the operation to be paid pursuant to the then applicable rate set forth in the NSR Off-Corridor Agreement, and (ii) Norfolk Southern Railway shall provide a best-efforts dispatching preference for such deadhead movements.

The slots for such deadhead movements are reflected in Exhibit AA (*Christiansburg-Radford Deadhead Movements*).

8.2 Passenger Performance Regime

(a) The Passenger Performance Regime will begin upon the earlier of: (i) the first day of the first full month following the completion of the Nokesville-Calverton Double Track Project and (ii) if [REDACTED], then January 1, 2026.

(i) [REDACTED]

(b) The Passenger Performance Regime will apply to the Baseline Second Frequency, the Extended First Frequency, the Extended Second Frequency, and the Third Roanoke Frequency only. [REDACTED]

(i) [REDACTED]; and

(ii) [REDACTED]

(c) For Non-Late Trains, the Parties shall measure on-time performance using the customer on-time performance metric (“**Standard Customer OTP**”) defined in the November 16, 2020 FRA *Final Rule on Metrics and Minimum Standards for Intercity Passenger Rail Services* (49 C.F.R. Part 273). Standard Customer OTP will measure the percentage of applicable Intercity Passenger Rail Service customers arriving at their station destination within fifteen minutes of the applicable published schedule. Standard Customer OTP shall be measured quarterly using data collected by Amtrak and provided to the Parties.

(d) For each Late Train, the Parties shall measure on-time performance by comparing the Actual Run Time to the Adjusted Run Time, in all cases between the same two points. Measured at each individual passenger station, if the Actual Run Time is

less than the Adjusted Run Time, the corresponding passengers delivered to such individual passenger station shall be considered on time.

- (i) If either Party believes that additional Capital Improvements to the Corridor have been accomplished such that the Late Run Time Cushions should be readjusted, then such Party may provide written notice to the other Party and the Parties will meet within forty-five (45) days after delivery of such written notice to negotiate in good faith to adjust the Late Run Time Cushions. However, neither Party shall be compelled to agree to any such adjustment.
- (e) Upon the close of each quarter, and the Parties receiving the applicable data from Amtrak, VPRA shall use such data to calculate a single percentage combining the number of passengers delivered on time for both Non-Late Trains and Late Trains as a percentage of all passengers during such quarter (the “**Blended Quarterly OTP Percentage**”).

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

- (f) VPRA shall provide its calculation of each Blended Quarterly OTP Percentage to Norfolk Southern Railway, which shall have the right to give notice of its intent to audit and dispute VPRA’s calculation, such notice to be provided within thirty (30) days of VPRA delivering said calculation. If Norfolk Southern Railway fails to give notice of its intent to dispute such calculation within said thirty (30) days, then Norfolk Southern Railway will be deemed to have waived the right to dispute such calculation.

[Redacted]

- (g) If, for any quarter, the Blended Quarterly OTP Percentage falls below eighty percent (80%), then the Performance Managers Committee shall meet within thirty (30) days following the end of such quarter to address the causal factors. Thereafter, the Performance Managers Committee shall meet quarterly (or less frequently if mutually agreed) until such factors are addressed to the satisfaction of each Party.

- (h) Should VPRA assume control of dispatching of the Purchased Line in accordance with the terms of this Agreement, then all performance measures, including the Blended Quarterly OTP Percentage for the applicable Trains, shall be measured from [REDACTED] as the farthest point north and east for both northbound and southbound Trains.

8.3 Freight Rail Service

- (a) The Freight Rail Service rights include the right of Norfolk Southern Railway to operate Trains, cars, and Equipment with its own crews over the Purchased Line. The Parties acknowledge that the Freight Rail Service rights reserved pursuant to the Freight Easements are for the purpose of Norfolk Southern Railway using the same for bridging their Freight Rail Trains, serving existing and future freight industries located along, adjacent and near the Purchased Line, having connections made, after prior notice and subject to ongoing coordination with VPRA, to the Purchased Line to serve existing and future industries, and operating haulage or any other freight service of any kind of character for itself or any other freight rail carrier. Subject to Section 30.1 (Abandonment), VPRA shall not provide, and may not assign, license, transfer (in whole or in part and including the grant of any freight trackage rights to others) or otherwise permit any other Person to use the Purchased Line to provide Freight Rail Service.
- (b) Without limitation to the granting of priority in Section 14.1 (Dispatching), Norfolk Southern Railway's use of the Purchased Line shall be in common with VRE, Amtrak, and any VPRA User. Subject to the terms of this Agreement, it is the intention of the Parties that the Purchased Line shall be used in an integrated way by all Users providing passenger or freight rail service; *provided* that passenger rail service shall not Unreasonably Interfere with Freight Rail Operations.
- (c) Norfolk Southern Railway shall have the right to perform the Freight Rail Service over the Purchased Line at such levels of activity that Norfolk Southern Railway deems to be appropriate, consistent with the terms of this Agreement. Norfolk Southern Railway shall have the right to operate in either direction on the Purchased Line trackage, and shall have the right to provide overhead and local Freight Rail Service to existing and future customers located on or near the Purchased Line. The rights hereunder shall be connective with the NSR ROW and any interchange with CSX Transportation, Inc. or any affiliate or successor thereof.
- (d) Norfolk Southern Railway's rights shall include the right to expand, modify, discontinue or abandon freight service as is reasonable or necessary to respond to market demands and conditions, including the right to locate and serve new freight customers on either side of the Purchased Line at Norfolk Southern Railway's sole expense and definition of the Purchased Line shall be expanded, modified or contracted in conformance thereof; provided, however, that any such expansion or modification of the freight service shall be coordinated with VPRA and any Intercity Passenger Rail Service Provider so as to minimize material interference with Passenger Rail Service.

8.4 Intercity Operating Schedule¹³

- (a) The Parties acknowledge and agree that the schedule for Intercity Passenger Rail Service (other than for Excursion Passenger Rail Service) set forth in Exhibit S (Intercity Operating Schedule) (the “**Intercity Operating Schedule**”) is intended to be permanent in accordance with conditions described therein, subject to amendment of the Intercity Operating Schedule as described in clauses (d), (e), and (f) below or by the mutual consent of the Parties. In the event that either Party desires to amend the Intercity Operating Schedule (other than VPRA pursuant to clauses (d), (e), and (f) below) and makes such request in writing, the Parties shall cooperate in good faith to conduct capacity analysis and rail traffic capacity modeling to determine the feasibility of such request, as reasonably required and at the cost of the requesting party, and to negotiate in good faith any such proposed amendment to the Intercity Operating Schedule.
- (b) VPRA shall be entitled to operate the Baseline First Frequency and the Baseline Second Frequency in accordance with the Intercity Operating Schedule.
- (c) Upon and after (i) the Turnover Date, (ii) the NRV Station Closing, and (iii) if needed, the Radford Layover Closing, VPRA shall be entitled to begin the Extended First Frequency and the Extended Second Frequency in accordance with the Intercity Operating Schedule.
- (d) If VPRA has the right to begin the Third Roanoke Frequency under Section 8.1(g) (Passenger Rail Service), then the Existing VRE Operating Agreement shall be amended upon VPRA’s request to reflect the Third Roanoke Frequency (and, to the extent VPRA has begun the Extended First Frequency and the Extended Second Frequency), VPRA shall be entitled to begin the Third Roanoke Frequency (and, if applicable, the Extended Third Frequency) in accordance with the Intercity Operating Schedule, as amended.
- (e) If VPRA has the right to cause one intercity passenger train pair per day between Washington, D.C. and Roanoke [REDACTED] to stop at the Bedford platform under Section 8.1(h) (Passenger Rail Service), then the Existing VRE Operating Agreement shall be amended upon VPRA’s request to reflect such stop, and VPRA shall be entitled to make such stop in accordance with the Intercity Operating Schedule, as amended.

(f) [REDACTED]

¹³ Note to Draft: Parties to confirm Intercity Operating Schedule provisions.

8.5 VRE Service

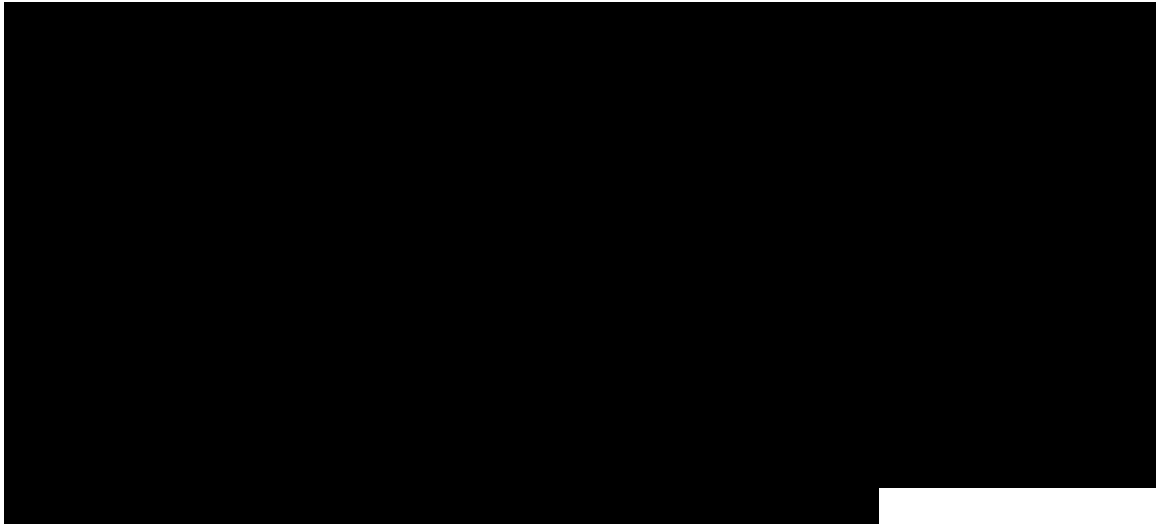
- (a) Norfolk Southern Railway shall agree to extend VRE’s access to the VRE Manassas Territory under the provisions of the Existing VRE Operating Agreement for the period between July 1, 2023 and the Closing Date; *provided* that, if the Closing Date does not occur by September 5, 2024, then Norfolk Southern Railway shall have the right to bill VRE retroactively to July 1, 2023 pursuant to compensation provisions to be included in a new operating agreement between Norfolk Southern Railway and VRE.
- (b) In accordance with Section 8.1(a)(iv) (Passenger Rail Service), upon the Closing, VPRA shall have the right to modify VRE service, including to add or subtract commuter rail frequencies, over the VRE Manassas Territory from time to time; *provided* that any such modification shall not Unreasonably Interfere with Freight Rail Operations; and *provided, further* that VPRA proposes any such modification to Norfolk Southern Railway no less than [●] days prior to implementation and Norfolk Southern Railway reasonably determines that any such modification does not Unreasonably Interfere with Freight Rail Operations prior to implementation. Without limiting the foregoing, the Parties approve (i) the schedule attached as Exhibit Z-1 (VRE Weekday Service Schedule) with respect to weekday enhancements and (ii) the schedule attached as Exhibit Z-2 (VRE Saturday Service Schedule) with respect to Saturday service; *provided* such Saturday service shall be implemented upon or after the Closing (or as otherwise earlier agreed by Norfolk Southern Railway).
- (c) Upon the Closing, and for at least twenty (20) years after the Closing Date, VRE or VPRA shall pay Norfolk Southern Railway annually an amount equal to (x) [REDACTED] (the “**Fixed VRE Operating Fee**”) *minus* (y) any applicable deductions set forth in clause (d) below (as the same may be adjusted in accordance with the other freight and passenger adjustment mechanisms in this Agreement, the “**VRE Operating Fee**”) in consideration of (i) VRE’s right to operate on the Manassas Segment and the NSR-Retained Broad Run Tracks (excluding the Broad Run Pocket Track), and (ii) dispatching services provided by Norfolk Southern Railway in connection with the foregoing operations.
- (d) VRE shall be entitled to the following deductions:
- (i) upon and after such a time that VPRA or VRE constructs the Broad Run Pocket Track, VRE shall be entitled to deduct an amount equal to [REDACTED] of the Fixed VRE Operating Fee from its payment of the VRE Operating Fee; and
 - (ii) upon and after such a time that VPRA or VRE takes over dispatching of the Manassas Line, shall be entitled to deduct an amount equal to [REDACTED] of the Fixed VRE Operating Fee from its payment of the VRE Operating Fee.

For the avoidance of doubt, in no event shall the VRE Operating Fee equal an amount less than [REDACTED] of the Fixed VRE Operating Fee.

- (e) To the extent that VPRA does not purchase the Seminary Passage and does not enter a Seminary Passage Deed of Easement under Section 9.2 (*Seminary Passage Deed of Easement*), VRE shall have the right to use, on a non-exclusive basis, (i) the tracks in Seminary Yard for storage, subject to VPRA's payment of an annual fee to Norfolk Southern Railway in the amount of \$ [REDACTED]; and (ii) operating rights over the Seminary Passage for \$ [REDACTED]. Norfolk Southern Railway agrees to preserve reasonable capacity on the tracks in Seminary Yard for such use by VRE until January 1, 2028.

Article 9 Seminary Passage

9.1 Seminary Passage Purchase



9.2 Seminary Passage Deed of Easement

If VPRA makes the election under clause (a) of Section 9.1, VPRA and Norfolk Southern Railway shall enter into a mutually-agreeable passenger rail easement substantially in the form of Exhibit N-5 (*Form of Deed of Easement for Seminary Passage*) (the “**Seminary Passage Deed of Easement**”) for VPRA’s use of the Seminary Passage for a term of ten (10) years. Such easement would be non-exclusive, irrevocable (but not perpetual), assignable, divisible, licensable, and transferable easement for passenger rail purposes only, over the Seminary Passage; *provided* that VPRA’s use of the Seminary Passage shall not Unreasonably Interfere with Freight Rail Operations. The Seminary Passage Deed of Easement shall prescribe, among other things, that (a) VPRA shall pay compensation to Norfolk Southern Railway [REDACTED] (“**Annual Easement Compensation**”) in advance during the term of the Seminary Passage Deed of Easement, (b) during the term of the Seminary Passage Deed of Easement, Norfolk Southern Railway shall be prohibited from selling the Seminary Passage to any third party without VPRA’s

prior written consent, (c) VPRA shall have the option to purchase the Seminary Passage at any time during the term of the Seminary Passage Deed of Easement for [REDACTED] (the “**Delayed Seminary Passage Purchase Price**”), and (d) [REDACTED] shall be credited toward the Delayed Seminary Passage Purchase Price, and upon VPRA’s provision to Norfolk Southern Railway of the entire Delayed Seminary Passage Purchase price ([REDACTED]), Norfolk Southern Railway and VPRA will work together to record a deed in a form Substantially similar to Exhibit N-7 (*Form of Quitclaim Deed for Seminary Passage*).

Article 10 Roanoke Easement Area Improvements

10.1 Roanoke Easement Area Improvements; REA Long Stop Date

Norfolk Southern Railway shall expeditiously design and construct the improvements to the Roanoke Easement Area depicted in Exhibit X (*Roanoke Easement Area Improvements*) (the “**Roanoke Easement Area Improvements**”), and shall achieve final completion of the Roanoke Easement Area Improvements no later than the REA Long Stop Date. In the event that Norfolk Southern Railway fails to achieve final completion prior to the REA Long Stop Date then Norfolk Southern Railway shall provide alternative priority access through the Roanoke Easement Area such that full Passenger Rail Service commences in accordance with the Intercity Operating Schedule and without additional travel time through the Roanoke Easement Area (and without other material adverse impact to Passenger Rail Service through the Roanoke Easement Area). The Parties acknowledge and agree that, as of the Execution Date, the following portions of the Roanoke Easement Area Improvements have been completed by Norfolk Southern Railway: [●].¹⁴

10.2 VPRA Review

Norfolk Southern Railway provided Roanoke Easement Area Improvement plans to VPRA and VPRA approved those plans in 1Q of 2023. Should the plans be altered in any meaningful way, Norfolk Southern Railway shall advise VPRA and VPRA will have sixty (60) days to review such change, provide comments and propose any changes it reasonably deems necessary. Parties acknowledge that the current cost of the Roanoke Easement Area Improvements plan is \$[REDACTED].

10.3 Reimbursement

Payments shall be made by VPRA to Norfolk Southern Railway upon approval of an invoice. Such invoices shall include: (i) the actual REA Work Costs incurred by Norfolk Southern Railway during the preceding month, (ii) a certification that the REA Work Costs incurred are correct and reflect the total amount expended for the month, (iii) supporting documentation to substantiate a payment, and (iv) the total REA Work Costs reimbursed by VPRA to date. Norfolk Southern Railway agrees that it shall bear all REA Work Costs

¹⁴ Note to Draft: To be completed by the Parties.

that it is unable to reasonably substantiate, provided that VPRA gives Norfolk Southern Railway reasonable notice and opportunity to provide supporting documentation or other means of substantiating the relevant costs. VPRA shall remit payment to Norfolk Southern Railway within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to VPRA.

10.4 REA Work Costs

The obligation of VPRA to reimburse REA Work Costs hereunder shall be capped at the REA Reimbursement Cap, such that (i) VPRA shall be under no obligation to reimburse REA Work Costs hereunder once the total reimbursements by VPRA for REA Work Costs exceeds the REA Reimbursement Cap, and (ii) Norfolk Southern Railway shall be solely financially responsible for REA Work Costs hereunder once the total reimbursements by VPRA for REA Work Costs exceeds the REA Reimbursement Cap. The Parties acknowledge and agree that, as of the Execution Date, VPRA has reimbursed Norfolk Southern Railway for REA Work Costs in the amount of [REDACTED].¹⁵ REA Work Costs shall be computed in accordance with and subject to the following conditions:

- (a) *General and Administrative Costs.* In order to properly charge for Norfolk Southern Railway's related indirect costs, Norfolk Southern Railway's labor costs incurred in performing the REA Work shall be multiplied by the applicable percentages established by Norfolk Southern Railway for its labor additives. These applicable percentages are subject to approval by VPRA per agreed upon multi-state audits through AASHTO, as may be amended from time to time. The products of these multiplication processes will be added to Norfolk Southern Railway's labor cost as REA Work Costs.
- (b) *Travel Expenses.* The direct cost of travel incurred by the personnel of Norfolk Southern Railway and Contractor(s) related to the Roanoke Easement Area Improvements shall be reimbursed in accordance with Commonwealth travel policies.
- (c) *Rental Rates of NSR-Owned Equipment.* Equipment rates for equipment owned by Norfolk Southern Railway or its affiliates shall be billed on an hourly or daily basis. Hourly rates for equipment being operated or on standby shall be established by dividing the Blue Book monthly rate by [REDACTED]. The result of this calculation yields the "**Ownership Hourly Rate.**" Reimbursement for the equipment being operated shall be at [REDACTED] of the Blue Book hourly operating costs. Reimbursement for equipment required to be idled and on standby shall be at [REDACTED] of the Ownership Hourly Rate only. No more than [REDACTED] of standby will be paid on a single day nor more than [REDACTED] per week. The cost of fuels, lubricants, repairs, parts, electrical power consumed by the equipment and all similar operating costs shall be included in the rental rates.

¹⁵ Note to Draft: To be completed by the Parties.

- (d) *Rental Rates of Rented Equipment.* If Norfolk Southern Railway rents or leases equipment for a project from an entity other than an affiliate of Norfolk Southern Railway, VPRA will reimburse Norfolk Southern Railway for full leased cost, insurance, fuel, lubricants, electrical power and all similar operating costs. Norfolk Southern Railway will endeavor to control these costs, utilizing purchasing strategies such as competitive bidding and annual contracts. Norfolk Southern Railway may use existing contracts for engineering services, warehousing, logistics services, equipment rental or lease, and material purchase without separately obtaining bids for individual projects, provided that Norfolk Southern Railway shall provide and make available all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate contracted costs incurred under this Agreement.
- (e) *Materials and Supplies.* Reimbursement by VPRA to Norfolk Southern Railway for materials and supplies purchased new shall be made in an amount equal to [REDACTED] of such materials and supplies. Reimbursement for materials and supplies currently on hand and used by Norfolk Southern Railway, shall be in the amount equal to [REDACTED]. In addition, Norfolk Southern Railway shall be entitled to payment of the lesser of: [REDACTED]
[REDACTED] Used materials released from service shall be credited against the REA Work Cost in an amount equal to [REDACTED] for both handling and transportation of same. The only used materials for which such a credit will be given shall be: rail, joint bars, ties, tie plates, signal materials and turnout materials. All other materials shall be considered disposable for the purposes of this Agreement.
- (f) *Sales Use and Other Taxes.* Any and all sales, use and other taxes applicable to the purchase or use of materials and supplies utilized in the Roanoke Easement Area Improvements shall be a REA Work Cost.
- (g) *Cost of Mobilization.* All costs reasonably incurred by Norfolk Southern Railway and Contractors in mobilizing to perform work will be reimbursed at the full cost of same.
- (h) *Demobilization Costs.* All costs reasonably incurred in ceasing performance of the REA Work (including but not limited to costs associated with continued safe rail operations) shall constitute reimbursable REA Work Costs.

10.5 Audit

Subject to any additional requirements that may be imposed by federal requirements, all cost records and accounts for the Roanoke Easement Area Improvements shall be subject to audit by VPRA for a period of three (3) years following Norfolk Southern Railway's receipt of final payment for the Roanoke Easement Area Improvements. Norfolk Southern Railway shall maintain/make all books, documents, papers, accounting records, and such

other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, Norfolk Southern Railway shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years from the date of final payment under this Article 10 (*Roanoke Easement Area Improvements*), for inspection and audit by VPRA. Representatives of VPRA shall have such access to the books and accounts of Norfolk Southern Railway as may be required to audit said bill. After the bill has been audited by VPRA, VPRA will pay to Norfolk Southern Railway any amount remaining due to Norfolk Southern Railway in addition to the amount previously paid within thirty (30) days following the audit, provided, however, in the event of overpayment, Norfolk Southern Railway shall remit such overpayment to VPRA within thirty (30) days following receipt of written notice of such overpayment if Norfolk Southern Railway agrees with the audit finding. If Norfolk Southern Railway disagrees with a finding of overpayment, the finding will be subject to the procedures set forth in Article 29 (*Dispute Resolution*).

10.6 Consequence of Early Termination

In the event that this Agreement terminates prior to the completion of the Roanoke Easement Area Improvements, then Norfolk Southern Railway shall have no further obligation to continue any REA Work and VPRA shall make reimbursements to Norfolk Southern Railway for REA Work Costs actually incurred before the date of termination, plus, following a termination for any reason other than an NSR Default, any reasonable demobilization costs, but shall have no further obligation to make any reimbursements for future REA Work Costs incurred after the date of termination pursuant to this Article 10 (*Roanoke Easement Area Improvements*).

10.7 Compliance with Law

Norfolk Southern Railway shall at all times observe and comply in all material respects with all Laws applicable to the REA Work.

Article 11

NSR-Delivered Scope and Related Improvements

11.1 NSR-Delivered Scope

Norfolk Southern Railway shall expeditiously design, construct, and deliver to VPRA the following scope of work (the “**NSR-Delivered Scope**”):

- (a) on the NRV Station Parcel, a high-level passenger platform (which may be of varying widths depending on final design), approximately 1000 feet long, together with a canopy no longer than 667 feet that meets Amtrak canopy length requirements in proportion to the platform length;

- (b) on the NRV Station Parcel, a new pocket track to serve the new platform, such pocket track to have a grade of no more than [0.6%],¹⁶ as defined in Section 11.4(a) (*Engineering and Construction Principles*), unless otherwise agreed by the Parties;
- (c) on the NRV Station Parcel, at least six paved, ADA-compliant parking spots;
- (d) a layover facility sufficient to accommodate two trains for minor servicing and overnight storage, and train crew parking of at least 6 spots (the “**Layover Facility**”), to be located on either the NRV Station Parcel or the Radford Layover Parcel upon mutual agreement by the Parties; and
- (e) any additional ancillary infrastructure to accommodate the foregoing, as mutually agreed by the Parties.

11.2 MofW Scope

Norfolk Southern Railway shall expeditiously design and construct any ancillary improvements required to reconfigure Norfolk Southern Railway’s maintenance of way facilities at Christiansburg (the “**MofW Scope**”), which, for the avoidance of doubt, will not be a part of the NSR-Delivered Scope, but will be funded by VPRA out of the [REDACTED] that VPRA will make available for the combined NSR-Delivered Scope and the MofW Scope.

11.3 Additional Paving Scope

- (a) Norfolk Southern Railway shall develop, on behalf of VPRA, design plans for a paved parking facility of no less than 150 parking spaces at the NRV Station Parcel (the “**Additional Paving Scope**”) for VPRA’s acceptance or rejection. Norfolk Southern Railway shall make reasonable efforts to complete the 30%, 60%, 90%, and final design levels for the Additional Paving Scope concurrently with the corresponding design level for the NSR-Delivered Scope. For the avoidance of doubt, if Norfolk Southern Railway is unable to include the 30%, 60%, 90%, and final design submissions for the Additional Paving Scope to VPRA concurrently with the equivalent design submissions for the NSR-Delivered Scope, then Norfolk Southern Railway shall deliver to VPRA isolated 30%, 60%, 90%, and final design submissions for the Additional Paving Scope for VPRA’s approval or rejection separately from the equivalent design submissions for the NSR-Delivered Scope. Norfolk Southern Railway shall undertake the preliminary engineering for the Additional Paving Scope at its own cost, [REDACTED] (the “**NSR Additional Paving Scope Contribution**”).
- (b) If VPRA accepts the Additional Paving Scope, then Norfolk Southern Railway shall use reasonable efforts to undertake such work along with the NSR-Delivered Scope and to complete it within a reasonable time (and in no event later than 270 days after the Turnover Date).

¹⁶ Note to NSR: Under engineering review.

- (c) For the avoidance of doubt, the Additional Paving Scope shall not be part of the NSR-Delivered Scope.

11.4 Engineering and Construction Principles

- (a) The NSR-Delivered Scope shall be engineered and constructed according to the engineering concepts and requirements provided for and attached hereto as Exhibit I (*Engineering Concepts and Requirements*); *provided* that, the Parties shall agree on exact distances between track centers during the design process. For the avoidance of doubt, Parties acknowledge that the NRV Station platform will have a grade of up to [0.6%],¹⁷ and VPRA acknowledges that it and Amtrak have approved this design exception.
- (b) Norfolk Southern Railway engineers and other design consultants shall work in consistent collaboration with VPRA engineers and design consultants during design efforts to keep VPRA engaged as the NSR-Delivered Scope is designed.
- (c) Norfolk Southern Railway shall seek VPRA’s written approval at the 30%, 60%, 90% and final issued-for-construction design milestones. The “**Final Plan Set Approval Date**” shall mean the date on which VPRA issues final, written approval for final design, schedule, and budget of the NSR-Delivered Scope and consents to Norfolk Southern Railway starting construction of the NSR-Delivered Scope, which approval and consent shall not be unreasonably withheld, delayed, or conditioned.
- (d) If the Parties mutually agree that the Layover Facility shall be constructed on the Radford Layover Parcel, then Norfolk Southern Railway shall reasonably consider VPRA’s future inclusion of an approximately 800-foot high-level platform at the Layover Facility as part of its design of the NSR-Delivered Scope. For the avoidance of doubt, any such platform shall not be part of the NSR-Delivered Scope.
- (e) In addition, the following principles shall apply to Norfolk Southern Railway’s engineering and construction of the NSR-Delivered Scope and the MofW Scope:
 - (i) Norfolk Southern Railway shall deliver to VPRA a 30% design submission that includes a preliminary project schedule and preliminary budget, and VPRA shall have 15 days to review, comment, and approve such design; *provided* that, if VPRA does not respond within such 15 day period, then such submission shall be deemed to be rejected by VPRA;
 - (ii) the NSR-Delivered Scope shall be designed to Amtrak standards and VPRA may request any additional design changes it deems necessary or useful upon its review of the 30% design submission, and Norfolk Southern

¹⁷ Note to NSR: Under engineering review.


Railway shall incorporate such changes into the design, schedule, and budget;

- (iii) if VPRA requires any modifications to the design that (a) are not mandatory to comply with this Agreement, governing standards, or other applicable legal requirements, and (b) would negatively impact the schedule or cost of construction, then VPRA shall be financially responsible for the implementation of such modifications;
- (iv) for all design submissions other than 30%, VPRA shall have 20 days to review, comment, and approve such submission; and
- (v) Norfolk Southern Railway shall use Contractors to perform the construction work as appropriate without violating its existing agreements.

11.5 Completion and Turnover of NSR-Delivered Scope

- (a) The “Turnover Date” shall mean the date on which Norfolk Southern Railway has completed all NSR-Delivered Scope Work and VPRA has provided its final written acceptance of the same to Norfolk Southern Railway; *provided* that VPRA shall provide such acceptance unless the completed NSR-Delivered Scope does not (i) safely provide the utility required or (ii) comply with this Agreement, governing standards, or other applicable legal requirements.
- (b) Norfolk Southern Railway shall make commercially reasonable efforts to cause the Turnover Date to occur by August 31, 2027. For the avoidance of doubt, Norfolk Southern Railway shall not be required to deliver the MofW Scope or the Additional Paving Scope by August 31, 2027.
- (c) Notwithstanding anything to the contrary in this Agreement, Norfolk Southern Railway shall not turnover the Original Depot Building Parcel as part of the NSR-Delivered Scope to VPRA on the Turnover Date unless, at least thirty (30) days prior to the Turnover Date, Norfolk Southern Railway has supplied VPRA with any leases or other use agreements that VPRA would take over as the new owner of the Original Depot Building Parcel.

11.6 Cost Savings; Performance Fees

- (a) “Cost Savings” shall mean 
- (b) The following incentives shall govern Norfolk Southern Railway’s delivery of the NSR-Delivered Scope:
 - (i) if the Turnover Date occurs on or before November 1, 2026:

- (A) [REDACTED] and [REDACTED]
- (B) [REDACTED];
- (ii) if the Turnover Date occurs on or before April 1, 2027:
 - (1) [REDACTED] and [REDACTED]
 - (2) [REDACTED];
- (iii) if the Turnover Date occurs on or before August 31, 2027, then [REDACTED]; and [REDACTED]
- (iv) if the Turnover Date occurs after August 31, 2027, then [REDACTED].

11.7 Cost Overruns; Late Delivery of NSR-Delivered Scope

- (a) If the total aggregate costs of the NSR-Delivered Scope and the MofW Scope together exceed [REDACTED], (such excess costs, the “Cost Overruns”) then:
 - (i) [REDACTED]; and [REDACTED]
 - (ii) [REDACTED]
- (b) If Norfolk Southern Railway fails to deliver the NSR-Delivered Scope by August 31, 2027, then [REDACTED].

11.8 Reimbursement

VPRA shall reimburse Norfolk Southern Railway for Eligible Costs incurred by Norfolk Southern Railway in connection with the NSR-Delivered Scope, the MofW Scope, and the Additional Paving Scope; *provided* that VPRA’s reimbursement obligation with respect to Eligible Costs incurred by Norfolk Southern Railway for the MofW Scope [REDACTED]

[REDACTED] Such invoices shall include: (i) the actual Eligible Costs incurred by Norfolk Southern Railway during the preceding month, (ii) a certification that the Eligible Costs incurred are correct and reflect the total amount expended for the month, (iii) supporting documentation to substantiate a payment, and (iv)

the total Eligible Costs reimbursed by VPRA to date. Norfolk Southern Railway agrees that it shall bear all Eligible Costs that it is unable to reasonably substantiate, provided that VPRA gives Norfolk Southern Railway reasonable notice and opportunity to provide supporting documentation or other means of substantiating the relevant costs. VPRA shall remit payment to Norfolk Southern Railway within a timely manner, subject to state or federal prompt payment requirements as applicable for delivery of such invoice to VPRA.

11.9 Eligible Costs

Eligible Costs shall be computed in accordance with and subject to the following conditions:

- (a) *General and Administrative Costs.* In order to properly charge for Norfolk Southern Railway's related indirect costs, Norfolk Southern Railway's labor costs incurred in performing the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope shall [REDACTED].
- (b) *Travel Expenses.* The direct cost of travel incurred by the personnel of Norfolk Southern Railway and Contractor(s) related to the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope shall be reimbursed in accordance with Commonwealth travel policies.
- (c) *Rental Rates of NSR-Owned Equipment.* Equipment rates for equipment owned by Norfolk Southern Railway or its affiliates shall be billed on an hourly or daily basis. Hourly rates for equipment being operated or on standby shall be established by dividing the Blue Book monthly rate by one hundred seventy-six (176). The result of this calculation yields the "**Ownership Hourly Rate.**" Reimbursement for the equipment being operated shall be at [REDACTED]. Reimbursement for equipment required to be idled and on standby shall be at [REDACTED]. No more than [REDACTED] of standby will be paid on a single day nor more than [REDACTED]. The cost of fuels, lubricants, repairs, parts, electrical power consumed by the equipment and all similar operating costs shall be included in the rental rates.
- (d) *Rental Rates of Rented Equipment.* If Norfolk Southern Railway rents or leases equipment for a project from an entity other than an affiliate of Norfolk Southern Railway, VPRA will reimburse Norfolk Southern Railway for full leased cost, insurance, fuel, lubricants, electrical power and all similar operating costs. Norfolk Southern Railway will endeavor to control these costs, utilizing purchasing

¹⁸ NTD: Subject to review in connection with the Exhibits.

strategies such as competitive bidding and annual contracts. Norfolk Southern Railway may use existing contracts for engineering services, warehousing, logistics services, equipment rental or lease, and material purchase without separately obtaining bids for individual projects, provided that Norfolk Southern Railway shall provide and make available all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate contracted costs incurred under this Agreement.

- (e) *Materials and Supplies.* Reimbursement by VPRA to Norfolk Southern Railway for materials and supplies purchased new shall be made in an amount equal to [REDACTED]. Reimbursement for materials and supplies currently on hand and used by Norfolk Southern Railway, shall be in the amount equal to [REDACTED]. In addition, Norfolk Southern Railway shall be entitled to payment of the lesser of: [REDACTED].
- [REDACTED] Used materials released from service shall be credited against the Eligible Cost in an amount equal to [REDACTED]. The only used materials for which such a credit will be given shall be: rail, joint bars, ties, tie plates, signal materials and turnout materials. All other materials shall be considered disposable for the purposes of this Agreement.
- (f) *Sales Use and Other Taxes.* Any and all sales, use and other taxes applicable to the purchase or use of materials and supplies utilized in the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope shall be an Eligible Cost.
- (g) *Cost of Mobilization.* All costs reasonably incurred by Norfolk Southern Railway and Contractors in mobilizing to perform work will be reimbursed at the full cost of same.
- (h) *Demobilization Costs.* All costs reasonably incurred in ceasing performance of the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope (including but not limited to costs associated with continued safe rail operations) shall constitute reimbursable Eligible Costs.

11.10 Audit

Subject to any additional requirements that may be imposed by federal requirements, all cost records and accounts for the work by Norfolk Southern Railway undertaken pursuant to this Article 11 (NSR-Delivered Scope and Related Improvements) shall be subject to audit by VPRA for a period of three (3) years following Norfolk Southern Railway's receipt of final payment for the any such work. Norfolk Southern Railway shall maintain/make all books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, Norfolk Southern Railway shall make such materials available at its office at all reasonable times during the contract period, and for three (3)

years from the date of final payment under this Article 11 (*NSR-Delivered Scope and Related Improvements*), for inspection and audit by VPRA. Representatives of VPRA shall have such access to the books and accounts of Norfolk Southern Railway as may be required to audit said bill. After the bill has been audited by VPRA, VPRA will pay to Norfolk Southern Railway any amount remaining due to Norfolk Southern Railway in addition to the amount previously paid within thirty (30) days following the audit, provided, however, in the event of overpayment, Norfolk Southern Railway shall remit such overpayment to VPRA within thirty (30) days following receipt of written notice of such overpayment if Norfolk Southern Railway agrees with the audit finding. If Norfolk Southern Railway disagrees with a finding of overpayment, the finding will be subject to the procedures set forth in Article 29 (*Dispute Resolution*).

11.11 Consequence of Early Termination or Stop Work Notice

In the event that this Agreement terminates prior to the completion of the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope, then Norfolk Southern Railway shall have no further obligation to continue any such work and VPRA shall make reimbursements to Norfolk Southern Railway for Eligible Costs actually incurred before the date of termination, but shall have no further obligation to make any reimbursements for future costs incurred after the date of such termination. If VPRA issues a Stop Work Notice prior to the completion on the NSR-Delivered Scope, then VPRA shall make reimbursements to Norfolk Southern Railway for Eligible Costs actually incurred before the date of such Stop Work Notice, but shall have no further obligation to make any reimbursements for future costs incurred after the date of such termination.

11.12 Compliance with Law

Norfolk Southern Railway shall at all times observe and comply in all material respects with all Laws applicable to work for the NSR-Delivered Scope, the MofW Scope, or the Additional Paving Scope undertaken by Norfolk Southern Railway under this Article 11 (*NSR-Delivered Scope and Related Improvements*).

Article 12 Western Virginia Rail Initiative Grant

12.1 Limitation on Use of Funds

- (a) Norfolk Southern Railway shall apply the WVRI Grant Funds only for the WVRI Grant Purposes.
- (b) At least [REDACTED] of the funds from the WVRI Grant Funds shall be dedicated to the engineering, construction, and other costs of implementing the Nokesville-Calverton Double Track Project. Norfolk Southern Railway shall achieve final completion of the Nokesville-Calverton Double Track Project expeditiously. Any of the [REDACTED] dedicated to the Nokesville-Calverton Double Track Project not used for the completion of the Nokesville-Calverton Double Track Project shall remain available to Norfolk Southern Railway for other purposes consistent with this Agreement.

- (c) The WVRI Grant Funds shall not fund [REDACTED] of the Roanoke Easement Area Improvements [REDACTED] [or the Roanoke-Christiansburg/Radford Improvements]. Up to [REDACTED] of the WVRI Grant Funds shall be used, as needed by Norfolk Southern Railway, to cover the increased costs of the Roanoke Easement Area Improvement.¹⁹

12.2 Timing of Payment of WVRI Grant Funds; WVRI Grant Funds Sunset Date

- (a) [REDACTED]
- (b) If Norfolk Southern Railway anticipates there will be a WVRI Unused Disbursement at the tenth (10th) anniversary of the first annual WVRI Grant Funds installment payment, then no less than six (6) months prior to such tenth (10th) anniversary, Norfolk Southern Railway shall provide to VPRA for review and comment detailed plans for utilizing the WVRI Unused Disbursement during the subsequent two (2) years in a manner that is consistent with WVRI Grant Purposes. Although not subject to VPRA approval, the detailed plans submitted by Norfolk Southern Railway shall include information demonstrating compliance with WVRI Grant Purposes. VPRA's review of the detailed plans shall not constitute a waiver of any right of VPRA under this Agreement. Nothing in this Agreement shall prevent VPRA from deciding that the funds could be used more optimally if VPRA were to permit additional time beyond the twelfth (12th) anniversary of the first annual WVRI Grant Funds installment payment, and therefore provide Norfolk Southern Railway additional time to use the funds. If any portion of the WVRI Unused Disbursement remains unused at the twelfth (12th) anniversary of the first annual WVRI Grant Funds installment payment (or such later period as VPRA may designate, in its sole discretion), such portion shall be returned to VPRA, within thirty (30) days after the twelfth (12th) anniversary of the first annual installment payment (or such later period as VPRA may designate, in its sole discretion) (such repayment date being hereinafter referred to as the "**WVRI Unused Disbursement Repayment Date**").

¹⁹ Note to NSR: This provision remains subject to further VPRA review.

²⁰ Note to NSR: This provision remains subject to further VPRA review.

12.3 Documentation of Costs and Audit Rights

- (a) Norfolk Southern Railway shall retain for a period of three (3) years after the end of the WVRI Disbursement Period all records such as properly executed payrolls, time records, invoices, contracts, vouchers, and other documentation describing in detail the nature and purposes of the uses of the WVRI Grant Funds. Norfolk Southern Railway shall clearly identify and keep all records relating to the WVRI Grant Funds. Norfolk Southern Railway shall maintain accounting records in accordance with U.S. generally accepted accounting principles and project records in accordance with generally accepted business and industry practices.
- (b) On or before December 31 of each year during the WVRI Disbursement Period, Norfolk Southern Railway shall provide to VPRA written reports demonstrating the uses of the WVRI Grant Funds. In addition, after all WVRI Grant Funds have been expended and/or returned to VPRA, Norfolk Southern Railway shall provide to VPRA a final report demonstrating all the uses of the WVRI Grant Funds provided by VPRA.
- (c) VPRA shall have the right to audit the uses of the WVRI Grant Funds and Norfolk Southern Railway's records relating to the WVRI Grant Funds to determine if Norfolk Southern Railway has complied with the terms of this Agreement.
- (d) Norfolk Southern Railway shall make its records related to WVRI Grant Funds available for inspection and audit at Norfolk Southern Railway's offices upon reasonable notice by VPRA during the WVRI Disbursement Period and for a period of three (3) years thereafter. Copies of such information shall be furnished to VPRA upon request.

12.4 Repayment

- (a) Within thirty (30) days after written notice delivered to Norfolk Southern Railway by VPRA, Norfolk Southern Railway shall either (i) repay VPRA for any WVRI Grant Funds used by Norfolk Southern Railway for costs other than WVRI Eligible Project Costs, or (ii) provide VPRA documentation as to other expenditures for WVRI Grant Funds not previously submitted to VPRA that would constitute WVRI Grant Purposes. Any disputes between the Parties with respect to whether a cost is a WVRI Eligible Project Cost shall be handled under the procedures set forth in Article 29 (Dispute Resolution). VPRA's audit rights and right to repayment by Norfolk Southern Railway shall survive any termination of this Agreement.
- (b) Any repayment by Norfolk Southern Railway to VPRA of WVRI Grant Funds, shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date payment was made by the VPRA to the date the cost that was not a WVRI Eligible Project Cost was incurred by Norfolk Southern Railway. However, if Norfolk Southern Railway must repay VPRA a WVRI Unused Disbursement under this

Agreement, Norfolk Southern Railway shall pay interest calculated from the WVRI Unused Disbursement Repayment Date.

- (c) In no event shall the Norfolk Southern Railway's total repayment pursuant to this Section 12.4 (Repayment) exceed the sums paid by the VPRA to Norfolk Southern Railway under this Article 12 (Western Virginia Rail Initiative Grant), excluding any interest the Norfolk Southern Railway may owe on such repayments pursuant to Section 12.4(b) (Repayment).

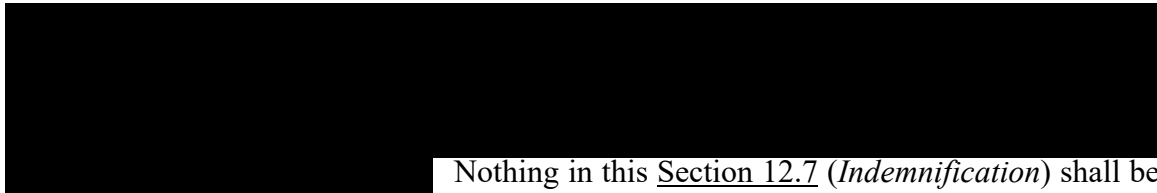
12.5 Consequence of Early Termination

In the event that this Agreement terminates prior to the end of the WVRI Disbursement Period, then VPRA shall have no further obligation to make any payments of WVRI Grant Funds to Norfolk Southern Railway pursuant to this Article 12 (Western Virginia Rail Initiative Grant).

12.6 Compliance with Law

Norfolk Southern Railway shall at all times observe and comply in all material respects with all Laws applicable to the WVRI Grant Work.

12.7 Indemnification



Nothing in this Section 12.7 (Indemnification) shall be interpreted as amending or modifying the allocation of liability and indemnification regarding the performance of freight or passenger rail operations over or associated with any project constructed, improved or modified by the WVRI Grant Work.

12.8 Deductions

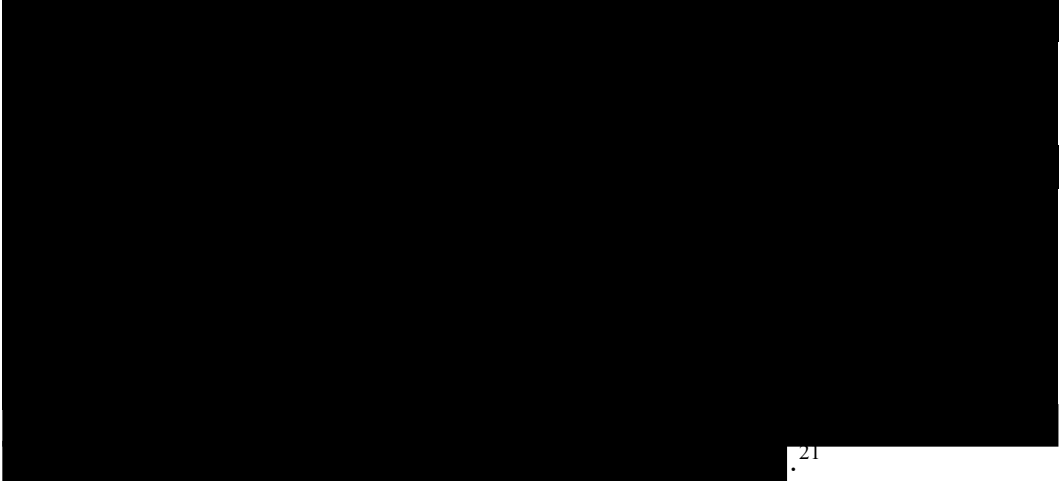
Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that VPRA shall be entitled to make certain deductions from the WVRI Grant Funds payable to Norfolk Southern Railway pursuant to Section 11.7 (Cost Overruns; Late Delivery of NSR-Delivered Scope).

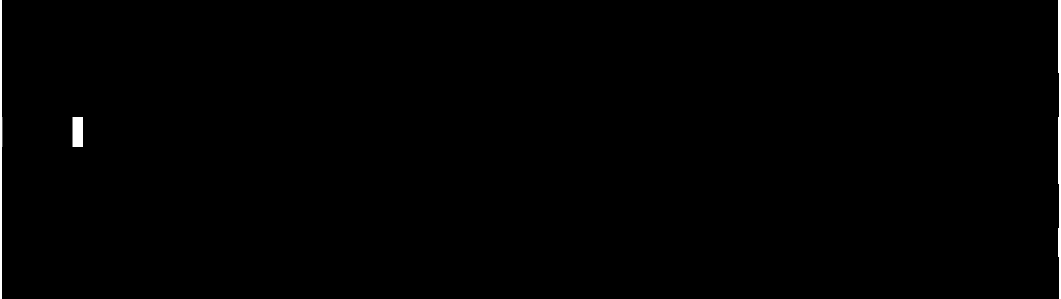
**Article 13
Passenger Capacity Grant**

13.1 Limitation on Use of Funds

- (a) Norfolk Southern Railway shall apply the Passenger Capacity Grant Funds only for the Passenger Capacity Grant Purposes.
- (b) Norfolk Southern Railway shall achieve final completion of the Roanoke-Christiansburg/Radford Improvements expeditiously.
- (c) The Passenger Capacity Grant Funds shall not fund [Roanoke Easement Area Improvements or the Nokesville-Calverton Double Track Project].
- (d) In connection with the prosecution and completion of the Roanoke-Christiansburg/Radford Improvements, Norfolk Southern Railway shall [use commercially reasonable efforts to] increase passenger train track speeds by up to ten (10) miles per hour on existing infrastructure over the applicable rail route; *provided* such efforts to increase speeds does not Unreasonably Interfere with Freight Rail Operations.

13.2 Timing of Payment of Passenger Capacity Grant Funds; Passenger Capacity Grant Funds Sunset Date

(a)  ²¹

(b) 

²¹ NTD: 



13.3 Documentation of Costs and Audit Rights

- (a) Norfolk Southern Railway shall retain for a period of three (3) years after the end of the Passenger Capacity Disbursement Period all records such as properly executed payrolls, time records, invoices, contracts, vouchers, and other documentation describing in detail the nature and purposes of the uses of the Passenger Capacity Grant Funds. Norfolk Southern Railway shall clearly identify and keep all records relating to the Passenger Capacity Grant Funds. Norfolk Southern Railway shall maintain accounting records in accordance with U.S. generally accepted accounting principles and project records in accordance with generally accepted business and industry practices.
- (b) On or before December 31 of each year during the Passenger Capacity Disbursement Period, Norfolk Southern Railway shall provide to VPRA written reports demonstrating the uses of the Passenger Capacity Grant Funds. In addition, after all Passenger Capacity Grant Funds have been expended and/or returned to VPRA, Norfolk Southern Railway shall provide to VPRA a final report demonstrating all the uses of the Passenger Capacity Grant Funds provided by VPRA.
- (c) VPRA shall have the right to audit the uses of the Passenger Capacity Grant Funds and Norfolk Southern Railway's records relating to the Passenger Capacity Grant Funds to determine if Norfolk Southern Railway has complied with the terms of this Agreement.
- (d) Norfolk Southern Railway shall make its records related to Passenger Capacity Grant Funds available for inspection and audit at Norfolk Southern Railway's offices upon reasonable notice by VPRA during the Passenger Capacity Disbursement Period and for a period of three (3) years thereafter. Copies of such information shall be furnished to VPRA upon request.

13.4 Repayment

- (a) Within thirty (30) days after written notice delivered to Norfolk Southern Railway by VPRA, Norfolk Southern Railway shall either (i) repay VPRA for any Passenger Capacity Grant Funds used by Norfolk Southern Railway for costs other than Passenger Capacity Eligible Project Costs, or (ii) provide VPRA documentation as to other expenditures for Passenger Capacity Grant Funds not previously submitted to VPRA that would constitute Passenger Capacity Grant Purposes. Any disputes between the Parties with respect to whether a cost is a Passenger Capacity Eligible Project Cost shall be handled under the procedures set forth in Article 29 (Dispute Resolution). VPRA's audit rights and right to repayment by Norfolk Southern Railway shall survive any termination of this Agreement.
- (b) Any repayment by Norfolk Southern Railway to VPRA of Passenger Capacity Grant Funds, shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date payment was made by the VPRA to the date the cost that was not a Passenger Capacity Eligible Project Cost was incurred by Norfolk Southern Railway. However, if Norfolk Southern Railway must repay VPRA a Passenger Capacity Unused Disbursement under this Agreement, Norfolk Southern Railway shall pay interest calculated from the Passenger Capacity Unused Disbursement Repayment Date.
- (c) In no event shall the Norfolk Southern Railway's total repayment pursuant to this Section 13.4 (Repayment) exceed the sums paid by the VPRA to Norfolk Southern Railway under this Article 13 (Passenger Capacity Grant), excluding any interest the Norfolk Southern Railway may owe on such repayments pursuant to Section 13.4(b) (Repayment).

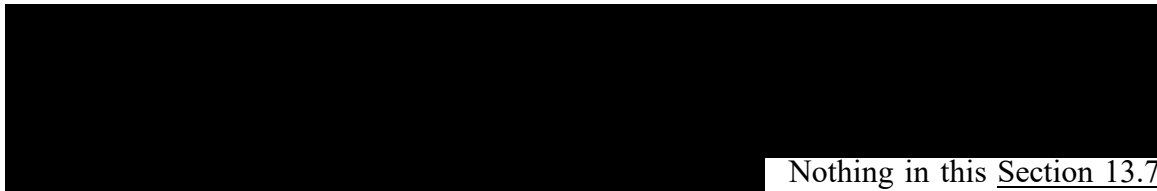
13.5 Consequence of Early Termination

In the event that this Agreement terminates prior to the end of the Passenger Capacity Disbursement Period, then VPRA shall have no further obligation to make any payments of Passenger Capacity Grant Funds to Norfolk Southern Railway pursuant to this Article 13 (Passenger Capacity Grant).

13.6 Compliance with Law

Norfolk Southern Railway shall at all times observe and comply in all material respects with all Laws applicable to the Passenger Capacity Grant Work.

13.7 Indemnification

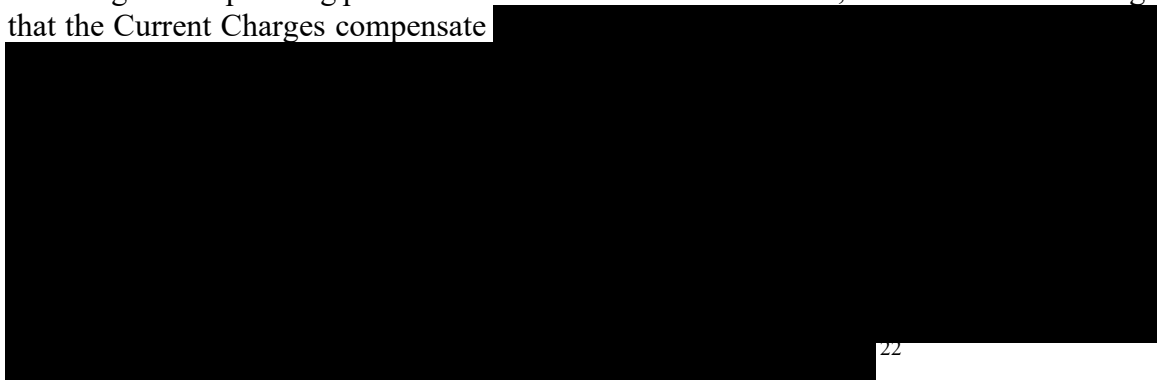
 Nothing in this Section 13.7 (Indemnification) shall be interpreted as amending or modifying the allocation of liability and indemnification regarding the performance of freight or passenger rail operations over

or associated with any project constructed, improved or modified by the Passenger Capacity Grant Work.

Article 14 Management and Operations

14.1 Dispatching

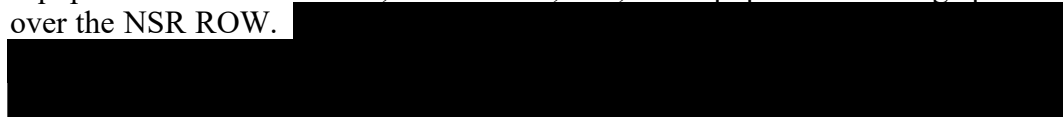
All railroad facilities addressed by this Agreement (including, without limitation, the Manassas Line, the Manassas Segment, the Broad Run Corridor, the NRV Station Parcel, the Radford Layover Parcel, the V-Line Conveyance, and the Seminary Passage) shall be dispatched in accordance with sound dispatching principles. The Dispatcher for the Purchased Line and the dispatcher for the Roanoke Easement Area shall give due regard to the needs of freight and passenger carriers and their respective customers, provided that Intercity Passenger Rail Service on the Purchased Line and the Roanoke Easement Area shall be given dispatching preference. For the avoidance of doubt, the Parties acknowledge that the Current Charges compensate



22

14.2 Compliance

- (a) Norfolk Southern Railway shall comply and shall require all NSR Users to comply, and VPRA shall require all VPRA Users to comply, with any and all applicable provisions of the Federal Railroad Safety Act, the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other applicable federal and state and local Laws, regulations and rules respecting the operation, condition, inspection and safety of its Trains, locomotives, cars and Equipment while such Trains, locomotives, cars, and Equipment are being operated over the Purchased Line. VPRA shall require all VPRA Users to comply with any and all applicable provisions of the Federal Railroad Safety Act, the Federal Locomotive Inspection Act and the Federal Safety Appliance Act, as amended, and any other applicable federal and state and local Laws, regulations and rules respecting the operation, condition, inspection and safety of its Trains, locomotives, cars and Equipment while such Trains, locomotives, cars, and Equipment are being operated over the NSR ROW.



²² Note to NSR:





- (b) In its use of the Purchased Line, Norfolk Southern Railway shall comply in all respects with its own safety and general conduct rules, airbrake and train handling rules, and Hazardous Material instructions. In its use of the Purchased Line and the NSR ROW, VPRA shall require all VPRA Users to comply, in all respects with the safety and general conduct rules, airbrake and train handling rules, and Hazardous Material instructions of the VPRA User. While using the Purchased Line, Norfolk Southern Railway shall comply, and while using the Purchased Line and the NSR ROW, VPRA shall require all VPRA Users to comply with the applicable operating rules, timetables, equipment handling rules and special instructions of the applicable Dispatcher. The movement of Trains, locomotives, cars, and Equipment over the NSR ROW shall at all times be subject to the orders of the transportation officers of Norfolk Southern Railway, and the movement of Trains, locomotives, cars, and Equipment over the Purchased Line shall at all times be subject to the orders of the Chief Operating Officer of VPRA, or such other Person as VPRA shall designate from time to time; provided, however, that such operating rules, timetables, and special instructions and orders of such transportation officers shall not unjustly discriminate between the Users, except that Intercity Passenger Rail Service shall be given dispatching preference on the Purchased Line and the Roanoke Easement Area. VPRA shall not make any rule or restriction applying to Trains of Norfolk Southern Railway that does not apply equally to all other Users' Trains. No User's Trains shall include locomotives, cars or Equipment which exceed the width, height, weight or other restrictions or capacities of the Purchased Line and the Roanoke Easement Area. Any issues related to this Article 14 (Management and Operations) may be raised for discussion at the Performance Managers Committee in accordance with Article 22 (Performance Managers Committee) of this Agreement.

14.3 Removal of Employees

Norfolk Southern Railway (as to the NSR ROW) and VPRA (as to the Purchased Line) (in each case, the "**Respective Owner**") shall have the right to exclude from its tracks any employee of Norfolk Southern Railway (as to the Purchased Line) or VPRA or a VPRA User (as to the NSR ROW) determined by the Respective Owner to be in violation of the Respective Owner's rules, regulations, orders, practices, or instructions promulgated in the normal course of business in writing by the Respective Owner in its timetable or otherwise,

and provided in advance to the other Party. The decision to bar any employee(s) of Norfolk Southern Railway from VPRA's tracks will not be interpreted as a request for Norfolk Southern Railway to fire the individual(s). The decision to bar any employee(s) of VPRA or a VPRA User will not be interpreted as a request for VPRA or said VPRA User to fire the individual(s). [REDACTED]

14.4 Qualification of Crews

Procedures for qualification and occupancy of any portion of the Norfolk Southern Railway owned and/or controlled trackage shall be arranged by the local supervision of Norfolk Southern Railway. Procedures for qualification and occupancy of any portion of the Purchased Line shall be arranged by the local supervision of the Purchased Line. Procedures for qualification and occupancy shall be administered in a non-discriminatory manner.

14.5 Communications with Dispatcher

When operating over the Purchased Line, each of Norfolk Southern Railway's locomotives and crews shall be equipped to communicate with the Dispatcher on radio frequencies normally used by said Dispatcher in directing train movements on the Purchased Line. When operating over the NSR ROW, each VPRA User's locomotives and crews shall be equipped to communicate with the Roanoke Easement Area's dispatcher on radio frequencies normally used by said dispatcher in directing train movements on the relevant section of NSR ROW.

14.6 PTC

[REDACTED]

14.7 Train Consist Information

In the event Norfolk Southern Railway is not the Dispatcher of the Purchased Line, Norfolk Southern Railway shall furnish to the Dispatcher customary train consist information via EDI transmission. This procedure shall be governed by AAR standard reporting procedures for trackage rights carriers.

Article 15 Purchased Line Improvements and Maintenance

15.1 Transition Periods

(a) Transition Period for the Purchased V-Line

The provisions of this Section 15.1(a) (*Transition Period for the Purchased V-Line*) shall only apply prior to the V-Line Closing, and upon and after the V-Line Closing they shall have no further force or effect.

- (i) The Parties acknowledge the need to provide for maintenance of the Purchased V-Line during a transition period which is the period of time between (i) the 2022 Closing Date and (ii) the V-Line Closing (the “**Purchased V-Line Transition Period**”).
- (ii) During the Purchased V-Line Transition Period, Norfolk Southern Railway shall perform Expense Maintenance and Capital Maintenance on the Purchased V-Line on a Fully-allocated Cost Basis, without profit mark-up. Norfolk Southern Railway shall submit Capital Maintenance plans to VPRA prior to September 15 of each year and any Capital Maintenance plan shall be approved annually in advance by VPRA, such approval not to be withheld or delayed if Norfolk Southern Railway reasonably demonstrates that such Capital Maintenance is required for Norfolk Southern Railway to be able to fulfill its freight common carrier obligations, or otherwise to ensure that the Purchased V-Line mainline tracks meet the requirements set forth in Section 15.1(a)(iii) (*Transition Period for the Purchased V-Line*). VPRA shall have the option, in its sole discretion and at its sole cost, to contract with a third party to perform in lieu of Norfolk Southern Railway any Expense Maintenance and Capital Maintenance. The Parties shall endeavor to minimize Expense Maintenance and Capital Maintenance during the Purchased V-Line Transition Period. Norfolk Southern Railway shall submit Expense Maintenance budget estimates to VPRA for planning on a quarterly and annual basis, with the annual budget estimate provided prior to September 15 of each year.

(b) Transition Period for the NSR-Conveyed Property

The provisions of this Section 15.1(b) (*Transition Period for the NSR-Conveyed Property*) shall only apply upon and after Closing, and prior to Closing they shall have no force or effect.

- (i) The Parties acknowledge the need to provide for maintenance of the Initial NSR-Conveyed Property during a transition period of at least two (2) years after the Closing Date (the “**NSR-Conveyed Property Transition Period**”).

- (ii) During the NSR-Conveyed Property Transition Period, Norfolk Southern Railway shall perform Expense Maintenance and Capital Maintenance on the NSR-Conveyed Property [REDACTED]. Norfolk Southern Railway shall submit Capital Maintenance plans to VPRA prior to September 15 of each year and any Capital Maintenance plan shall be approved annually in advance by VPRA, such approval not to be withheld, conditioned, or delayed if Norfolk Southern Railway reasonably demonstrates that such Capital Maintenance is required for Norfolk Southern Railway to be able to fulfill its freight common carrier obligations and other Freight Rail Services, or otherwise to ensure that the NSR-Conveyed Property mainline tracks meet the requirements set forth in Section 15.1(b)(iv) (Transition Period for the NSR-Conveyed Property). VPRA shall have the option, in its sole discretion and at its sole cost, to contract with a third party to perform in lieu of Norfolk Southern Railway any Expense Maintenance and Capital Maintenance; *provided* that any such maintenance provided by a third party shall comply with the maintenance standards set forth herein. The Parties shall endeavor to minimize Expense Maintenance and Capital Maintenance during the NSR-Conveyed Property Transition Period. Norfolk Southern Railway shall submit Expense Maintenance budget estimates to VPRA for planning on a quarterly and annual basis, with the annual budget estimate provided prior to September 15 of each year.
- (iii) During the NSR-Conveyed Property Transition Period, the Parties agree to cooperate to develop a plan to transfer maintenance responsibilities for the NSR-Conveyed Property to VPRA. Any such plan shall include provision for VPRA's maintenance of the Seminary Passage to Norfolk Southern Railway's standards, at Norfolk Southern Railway's cost should VPRA not purchase the Seminary Passage Conveyed Property.
- (iv) Norfolk Southern Railway shall ensure that the NSR-Conveyed Property meets the FRA track classification approved by VPRA prior to the end of the NSR-Conveyed Property Transition Period and the handover of maintenance responsibilities to VPRA.
- (v) Notwithstanding anything the contrary herein, after the NSR-Conveyed Property Transition Period, Norfolk Southern Railway shall retain the right to:
- (1) to the extent it or its affiliates hold the applicable Freight Easement, approve any maintenance contractor and maintenance standards with respect to the NSR-Conveyed Property;
 - (2) inspect the NSR-Conveyed Property trackage and request VPRA to promptly repair any track defects; and

- (3) operate equipment over the NSR-Conveyed Property if necessary to conduct maintenance on the [REDACTED]²³ or any other reserved property; *provided* that such operation does not impede Passenger Rail Operations.

15.2 After the Transition Period

- (a) The provisions of this Section 15.2 (*After the Transition Period*) shall apply except as provided for in Section 15.1 (*Transition Periods*).
- (b) As between the Parties, VPRA shall be responsible, at its sole cost, risk and expense, for the maintenance, repair and renewal of the Purchased Line, which may be performed either with its own supervision and labor or through that of a contractor. VPRA shall cause VPRA Users to hold harmless Norfolk Southern Railway for any such Claims. Responsibility for any Claims arising from either Party's performance or non-performance of maintenance activities after the Purchased V-Line Transition Period or the NSR-Conveyed Property Transition Period, as applicable, will be handled without regard to fault under the provisions of Article 25 (*Liability on the Purchased Line, NRV Station Parcel, and Radford Layover Parcel*) (as between Norfolk Southern Railway and any applicable Intercity Passenger Rail Service Provider).
- (c) Norfolk Southern Railway shall have the right, but not the obligation, with its own forces or with those of a contractor, to provide for maintenance at its own cost on such sections of the Purchased Line as may be, in the reasonable judgment of Norfolk Southern Railway, reasonable or necessary for provision of the current or anticipated Freight Rail Service. VPRA shall promptly work with Norfolk Southern Railway to restore VPRA maintenance services over the Purchased Line. Any such maintenance undertaken by Norfolk Southern Railway pursuant to this Agreement shall be without warranty that the Purchased Line or any portion thereof is suitable for the operation of passenger trains, including Intercity Passenger Rail Service; provided, however, that nothing in this Section 15.2(c) (*After the Transition Period*) shall be interpreted to alter the liability allocation set forth in the NSR-Amtrak Liability Allocation Agreement. [REDACTED]
- (d) Upon and after Closing, VPRA (through its contractors, which may include Norfolk Southern Railway) shall keep and maintain the tracks and facilities within the Manassas Line Conveyed Property at not less than the Level of Utility existing as of the Closing Date, including the speeds shown in Exhibit Y (*Manassas Line Conveyed Property Level of Utility*). Norfolk Southern Railway shall have the

²³ Note to NSR: [REDACTED]

right, but not the obligation, with its own forces or with those of a contractor, to provide for maintenance at its own cost on such sections of the Purchased Line as may be, in the reasonable judgment of Norfolk Southern Railway, reasonable or necessary for provision of the current or anticipated Freight Rail Service. [REDACTED]

[REDACTED] VPRA shall promptly work with Norfolk Southern Railway to restore VPRA maintenance services over the Purchased Line. Any such maintenance undertaken by Norfolk Southern Railway pursuant to this Section 15.2(d) (*After the Transition Period*) shall be without warranty that the Purchased Line or any portion thereof is suitable for the operation of passenger Trains, including Intercity Passenger Rail Service; provided, however, that nothing in this Section 15.2(d) (*After the Transition Period*) shall be interpreted to alter the liability allocation set forth in the NSR-Amtrak Liability Allocation Agreement. [REDACTED]

Article 16

Additional Capital Improvements

16.1 Existing Connections

Existing connections or facilities on or connected to the Purchased Line segment that are jointly used by the Users hereto shall continue to be maintained, repaired by and at the expense of the Party or Parties responsible for such maintenance, repair and renewal under such agreements.

16.2 Right to Propose and Prosecute Future Capital Improvements

This Article 16 (*Additional Capital Improvements*) applies to Capital Improvements to either the Purchased Line or the NSR ROW that are in addition to the (i) Roanoke Easement Area Improvements, (ii) improvement undertaken pursuant to Article 11 (*NSR-Delivered Scope and Related Improvements*), (iii) improvement undertaken pursuant to Article 12 (*Western Virginia Rail Initiative Grant*), and (iv) improvements undertaken pursuant to Article 13 (*Passenger Capacity Grant*).

- (a) Except as may be required to maintain a continuous route capable of handling at least the current weight and clearance capacity, including, where extra-dimensional (high/wide) loads can be currently operated, VPRA, from time to time and at its sole cost and expense, may make changes in, additions and betterments to or retirements from the Purchased Line as shall, in its judgment, be necessary or desirable for the economical or safe operation thereof or as shall be required by any Law, rule, regulation, or ordinance promulgated by any governmental body having jurisdiction. Such additions and betterments shall become a part of the Purchased Line and such retirements shall be excluded from the Purchased Line. Financial responsibility for the on-going maintenance costs of any modifications and/or improvements made pursuant to this Section 16.2(a) (*Right to Propose and Prosecute Future Capital Improvements*) shall be allocated to VPRA. VPRA shall have the right, with sixty (60) days advance notice and the provision of supporting materials detailing any reasonably anticipated negative impact to Norfolk Southern Railway or delay to Freight Rail Service arising therefrom, to prosecute future Capital Improvements on the Purchased Line.
- (b) Norfolk Southern Railway shall have the right to propose future Capital Improvements to the Purchased Line reasonable or necessary to serve new or existing customers. In such a case, Norfolk Southern Railway shall submit plans for track and other rail facility additions, modifications, or betterments and a proposed schedule for the same (“**Description of Future Work**”) to VPRA. VPRA shall have sixty (60) days to review the Description of Future Work, provide comments and propose any changes it reasonably deems necessary. The Parties shall work reasonably and in good faith, provided that VPRA shall be obligated to accept any proposal for Capital Improvements that do not Unreasonably Interfere with Passenger Rail Operations, *provided* that the design and construction thereof shall be subject to the procedures set forth in Article 29 (*Dispute Resolution*).

16.3 Responsibility for Performance of Work

All work associated with Capital Improvements undertaken pursuant to this Article 16 (*Additional Capital Improvements*) shall be the responsibility of Norfolk Southern Railway when the Capital Improvement is made on NSR ROW (excluding, for the avoidance of doubt, the Purchased Line). All work associated with Capital Improvements undertaken pursuant to this Article 16 (*Additional Capital Improvements*) shall be the responsibility of VPRA when the Capital Improvement is made on the Purchased Line, unless otherwise agreed by the Parties. However, either Party shall be entitled to freely subcontract any components of such work for which it is responsible under this Section 16.3 (*Responsibility for Performance of Work*).

16.4 Funding Responsibility for Capital Improvements

Unless the Parties otherwise agree to share costs, the upfront capital costs of any Capital Improvement undertaken pursuant to this Article 16 (*Additional Capital Improvements*) shall be borne by the Party proposing the Capital Improvement. Prior to placing any Capital Improvement into operations, the Parties shall collaborate in good faith to allocate

financial responsibility for ongoing maintenance costs between the Parties in proportion to the anticipated maintenance needs arising from each Party's anticipated use of the corresponding Capital Improvement. However, whenever deemed appropriate by the Parties, they may adjust such responsibility for ongoing maintenance or agree to another basis by which to allocate ongoing maintenance costs for a particular Capital Improvement.

Article 17

Clearing of Wrecks²⁴

17.1 Clearing of Wrecks

- (a) Whenever Norfolk Southern Railway's use of the Purchased Line requires rerailling, wrecking service or wrecking train service, Norfolk Southern Railway shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on VPRA and Norfolk Southern Railway operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing, including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 15 (*Purchased Line Improvements and Maintenance*). All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by a VPRA User at the time of such wreck shall be promptly delivered to the VPRA User.
- (b) Whenever VPRA's use of the Purchased Line requires rerailling, wrecking service or wrecking train service and such rerailling, wrecking service or wrecking train service is not required for Norfolk Southern Railway's use, VPRA shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on VPRA and Norfolk Southern Railway operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing, including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 15 (*Purchased Line Improvements and Maintenance*). All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by Norfolk Southern Railway at the time of such wreck shall be promptly delivered to Norfolk Southern Railway.
- (c) Whenever VPRA's use of the NSR ROW requires rerailling, wrecking service or wrecking train service, Norfolk Southern Railway shall be responsible to perform or provide such service, including the repair and restoration of roadbed, track, and structures so as to minimize the impact on VPRA and Norfolk Southern Railway operations, unless otherwise agreed in writing between the Parties. The cost, liability, and expense of the foregoing, including without limitation any Damages, shall be apportioned in accordance with the provisions of Article 15 (*Purchased*

²⁴ Note to NSR: This provision remains subject to further VPRA review.

Line Improvements and Maintenance). All locomotives, cars, and Equipment and salvage from the same so picked up and removed that are owned by or under the management and control of or used by a VPRA User at the time of such wreck shall be promptly delivered to the VPRA User.

Article 18 Catastrophic Events

18.1 Catastrophic Event

In the event that the respective portion of the Corridor owned by such Party (the “**Respective Portion**”) of a Party (a “**Casualty Party**”) is damaged or destroyed as a result of a catastrophic event (including cyberattack, fire, earthquake, flood, tornado, hurricane, explosion, wreck (including derailment) act of terrorism or other casualty) (each a “**Catastrophic Event**”), the Casualty Party shall not have an obligation under this Agreement to restore its Respective Portion except to the extent of a failure to fulfill the Casualty Party’s obligation under Article 15 (*Purchased Line Improvements and Maintenance*). Notwithstanding the foregoing, within sixty (60) days of the occurrence of any such Catastrophic Event, the Casualty Party shall either (i) notify the other Party (the “**Non-Casualty Party**”) of its intent to restore the Respective Portion or (ii) notify the Non-Casualty Party of its intent to not restore the Respective Portion.

18.2 Non-Casualty Party Option

If the Casualty Party makes the notification in clause (ii) of Section 18.1 (*Catastrophic Event*), the Non-Casualty Party shall have the right (but not the obligation) to bear the cost and expense of restoration of the Respective Portion to a level it deems necessary for Freight Rail Service or Passenger Rail Service, as the case may be; provided that the terms and conditions for construction of such restored Respective Portion shall be determined in accordance with Article 16 (*Additional Capital Improvements*).

18.3 Effect of Catastrophic Event [REDACTED]

Prior to the V-Line Closing, in the event that a Catastrophic Event prevents Norfolk Southern Railway from operating on all or any portion of the Purchased V-Line for a period of at least thirty (30) consecutive days, [REDACTED]

[REDACTED]

Article 19
Compensation and Payment of Bills

19.1 Trackage Rights Compensation

(a) During the Term, Norfolk Southern Railway shall compensate VPRA monthly in arrears for any NSR User’s use of the Purchased Line by paying to VPRA a sum computed by multiplying (i) the Current Charge (Purchased Line), as hereinafter defined, by (ii) the number of cars (loaded or empty) moved by an NSR User over the Purchased Line by (iii) the miles of the Purchased Line over which the cars are moved by an NSR User.

(b) VPRA shall compensate Norfolk Southern Railway monthly in arrears for each VPRA User’s use of the tracks between the Roanoke Station and the NRV Station on NSR ROW, including the Roanoke Easement Area (the “**Christiansburg-Roanoke Segment**”), by paying to Norfolk Southern Railway, [REDACTED]

[REDACTED]

(c) VPRA shall compensate Norfolk Southern Railway monthly in arrears for each VPRA User’s use of the tracks between Manassas and the Roanoke Station on NSR ROW (but excluding the Broad Run Pocket Track) (the “**Manassas-Roanoke Segment**”), in each case beyond the Amtrak service that existed at the 2022 Closing Date (each “**Additional VPRA User**”) by paying to Norfolk Southern Railway, [REDACTED]

[REDACTED]

- [REDACTED]
- (d) Notwithstanding any provision of this Agreement to the contrary, [REDACTED]
- [REDACTED]
- (e) Upon the Closing, VPRA shall be entitled to receive all payments by Amtrak for use of the Manassas Line, including any payments for use of the Seminary Passage (even if the Seminary Passage is not purchased by VPRA or VRE pursuant to Section 9.2 (Seminary Passage Deed of Easement)); *provided* that Amtrak does not object to Amtrak making payments directly to VPRA.

19.2 Current Charges

The “**Current Charges**” shall be as follows:

- (a) The “**Current Charge (Purchased Line)**” shall initially be set at [REDACTED]. The Current Charge (Purchased Line) shall be subject to change to reflect any increase or decrease subsequent to the Execution Date in labor, material and other costs, as more fully set forth below in Section 19.2(d) (Current Charges).
- (b) The “**Current Charge (Christiansburg-Roanoke Segment)**” shall initially be set at [REDACTED]. The Current Charge (Christiansburg-Roanoke Segment) shall be subject to change to reflect any increase or decrease subsequent to the Execution Date in labor, material and other costs, as more fully set forth below in Section 19.2(d) (Current Charges).
- (c) The “**Current Charge (Manassas-Roanoke Segment)**” shall initially be set at [REDACTED]. The Current Charge (Manassas-Roanoke Segment) shall be subject to change to reflect any increase or decrease subsequent to the Execution Date in labor, material and other costs, as more fully set forth below in Section 19.2(d) (Current Charges).
- (d) The Current Charges shall be revised and made effective July 1 of each year, beginning July 1, 2021, to compensate for the prior year increase or decrease in the cost of labor and materials, excluding fuel, as reflected in Table C, Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100), Series RCR, included in AAR Railroad Cost Indexes and supplements thereto, issued by the AAR. In making such determination, the final “material prices, wage rates and supplements combined (excluding fuel)” index for the East District Quarter Three (3) shall be used. The Current Charges shall be revised by calculating the percentage of increase or decrease for the year to be revised based on the final index of the most recently completed Quarter Three (3) as related to the final index of the Quarter Three (3) of the year prior to the most recently completed calendar year; and

applying this percentage of increase or decrease to the Current Charge to be escalated. Notwithstanding the foregoing, under no circumstances shall the Current Charges be less than those set forth in Section 19.2(a) (Current Charges), Section 19.2(b) (Current Charges), and Section 19.2(c) (Current Charges) above.

19.3 Car Counts

Norfolk Southern Railway shall furnish VPRA, in care of the Chief Operating Officer of VPRA, or such other person as VPRA shall designate in writing from time to time, by the fifteenth (15th) of each month, a statement of the number of loaded and empty cars that operated over the Purchased Line during the prior month. If possible, Norfolk Southern Railway will provide car counts by AAR Car Code to facilitate the administration of billing per this Agreement. VPRA shall render billing to Norfolk Southern Railway for Norfolk Southern Railway's previous month's use of the Purchased Line computed in accordance with the terms and conditions of this Agreement.

19.4 [Redacted]

(a) [Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

(b) [Redacted]

(c) [Redacted]

19.5 Payments

- (a) Bills rendered for charges other than those set forth in Section 19.1 (*Trackage Rights Compensation*) shall include direct labor and material costs, together with the surcharges, overhead percentages and equipment rentals as specified by VPRA at the time any work is performed by VPRA for Norfolk Southern Railway or by Norfolk Southern Railway at the time any work is performed by Norfolk Southern Railway for VPRA.
- (b) All payments called for under this Agreement shall be made within thirty (30) days after receipt of bills therefore. No such payments shall be withheld because of any dispute as to the correctness of items in the bills rendered, and any discrepancies reconciled between the Parties hereto shall be adjusted in the accounts of a subsequent month. The records of each Party hereto, insofar as they pertain to matters covered by this Agreement, shall be open at all reasonable times to inspection by the other Party for a period of three (3) years from the date of billing. The Parties acknowledge that a significant amount of the information contained in the records will be commercially sensitive and highly confidential information and will implement this Section 19.5(b) (*Payments*) in a manner so as to best protect that information from public disclosure, subject to Section 33.12 (*VFOIA*).
- (c) In the event the AAR or any successor organization discontinues publication of the Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100), an appropriate substitute for determining the percentage of increase or decrease shall be negotiated by the Parties hereto.
- (d) All payments shall be made by wire transfer according to instructions supplied on the invoice.
- (e) In the event that a Party fails to pay an invoice within thirty (30) days, the paying Party shall also pay the other Party interest at the rate of [REDACTED] [REDACTED] late charge on the delinquent sum until paid in full. Interest would begin accruing upon one-hundred twenty (120) days after due date of the specific invoice.
- (f) With respect to payments by VPRA, Norfolk Southern Railway shall provide reports as required based on the particular funding source for each project by the Federal Funding Accountability and Transparency Act for the projects. Reimbursement to Norfolk Southern Railway shall also be subject to the guidance contained in 2 C.F.R. § 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB).

19.6 Audits and Record-keeping

- (a) The Parties shall establish and maintain accurate records, in accordance with U.S. generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement (the “**Records**”). Separate

records shall be established and maintained for all payments incurred under this Agreement.

- (b) Norfolk Southern Railway shall maintain the Records for at least three (3) years from the date of the final payment for that year made to VPRA under this Agreement. VPRA shall maintain the Records for at least three (3) years from the date of the final payment for that year made to Norfolk Southern Railway under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Parties shall thereafter continue to maintain the Records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- (c) The Parties or their representatives may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice during the three (3) year period specified in Section 19.6(b) (*Audits and Record-keeping*). The Parties acknowledge that a significant amount of the information contained in the Records will be commercially sensitive and highly confidential information, and will cooperate to implement this Section 19.6 (*Audits and Record-keeping*) in a manner so as to best protect that information from public disclosure.

Article 20
Mileage and Car Hire

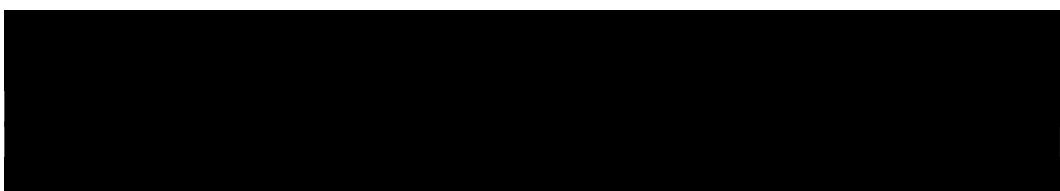
20.1 Mileage and Car Hire

All mileage and car hire charges accruing on cars in Norfolk Southern Railway's Trains on the Purchased Line shall be assumed by Norfolk Southern Railway and reported and paid by it directly to the owner of such cars.

Article 21
Bedford Station

21.1 Bedford Station

(a) 

(b) 



Article 22
Performance Managers Committee

22.1 Performance Managers Committee

The Parties shall form a committee consisting of at least two (2) representatives of each Party (the “**Performance Managers Committee**”). Unless otherwise agreed, the Performance Managers Committee shall meet quarterly (in person or telephonically) and more often (i) when necessary to address issues between the Parties that require prompt resolution or (ii) when required pursuant to Section 8.2(h) (*Passenger Performance Regime*). The Performance Managers Committee shall be a forum for the Parties to share information, discuss matters submitted by one Party to the other Party for review and/or approval, and progress resolution of any issues between the Parties with respect to this Agreement. Without limiting the generality of the foregoing, either Party may raise in good faith any topic relevant to this Agreement and the other Party shall be obligated to consider such topic in good faith, provided, however, that neither Party shall be obligated by the Performance Managers Committee to amend this Agreement other than upon mutual agreement of the Parties, or for Norfolk Southern Railway to agree to provide additional frequencies, permit modifications to existing infrastructure, or to permit the construction of new infrastructure on the NSR ROW, except as it may determine to do so in its sole discretion.

Article 23
Environmental²⁵

23.1 Remediation

(a) Remediation Prior to V-Line Closing



²⁵ NTD: Subject to review by NSR Environmental.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(b) Remediation Upon and After Closing²⁶

[REDACTED]

- (i) [REDACTED]

²⁶ Note to NSR: This provision remains subject to further VPRA review.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

23.2 Claims Against Third Parties

[REDACTED]

Article 24 Insurance

24.1 Insurance Requirement

Each Party shall provide and maintain throughout the Term insurance in the kinds and amounts specified herein. Such insurance may be obtained from one or more insurers: (i) licensed to transact insurance business in the Commonwealth and (ii) with a current A.M. Best Rating of A:VII or better or a comparable successor rating.

24.2 Norfolk Southern Railway Liability – Losses/Claims arising from Operations on the Purchased Line

During the pendency of this Agreement, Norfolk Southern Railway undertakes to act and will continue to act as a self-insurer with respect to certain of its liabilities, if any, and will pay all sums which it will become legally obligated to pay in connection with this Agreement. VPRA shall be named as an additional insured on premises and liability policies acquired and maintained by Norfolk Southern Railway pertaining to the Corridor. In the event that Norfolk Southern Railway assigns this Agreement to any Person, firm, partnership or corporation that is not affiliated with Norfolk Southern Railway, then as a condition to the conduct of operations by such Person, firm, partnership or corporation on the Purchased Line, VPRA may require such entity to maintain during the remainder of the Term of this Agreement insurance having a limit of [REDACTED] combined single limit for personal injury and property damage per occurrence, [REDACTED]

To the extent and in the event mutually agreeable to VPRA and such other entity, the aforesaid limits and/or amounts of insurance required of such other entity may be changed from time to time during the Term of this Agreement. VPRA shall be named as an additional insured on any such policies maintained by such entity.

24.3 VPRA Obligations

- (a) VPRA shall not permit a [VPRA User] other than Amtrak to operate on the Purchased Line (including, without limitation, all stations within the Corridor), the NRV Station Conveyed Property and the Radford Layover Conveyed Property without said other VPRA User first entering into an agreement with Norfolk Southern Railway that provides the indemnification and insurance protections and remedies set forth in Exhibit W²⁷ (*Liability Provisions Applicable to Future VPRA Users other than Amtrak*), unless waived by Norfolk Southern Railway in writing at the time, such waiver to be provided by Norfolk Southern Railway in its sole discretion.
- (b) VPRA shall cause its contractors (other than a VPRA User) performing construction or maintenance on the Purchased Line to indemnify, defend, and hold

²⁷ Note to Draft: Amtrak will be VPRA's Intercity Passenger Operator from Alexandria to Southwest Virginia but under this arrangement they will have VRE operating commuter service (User other than Amtrak) between Alexandria and Broad Run. This means this exhibit language would apply to VRE.

harmless Norfolk Southern Railway [REDACTED]

[REDACTED] In addition, VPRA shall require that each contractor engaged by VPRA (other than a VPRA User) for the performance of construction or maintenance services on the Purchased Line (including, without limitation, all stations within the Corridor), the NRV Station Conveyed Property and the Radford Layover Conveyed Property is adequately insured in accordance with the requirements outlined in Exhibit U (*Liability Insurance Requirements for VPRA Contractors*). VPRA shall require each contractor and operator to name VPRA and Norfolk Southern Railway as indemnitees under any contract let by VPRA. Further, VPRA shall obtain and maintain premises liability insurance with respect to the Purchased Line (including, without limitation, all stations within the Corridor), the NRV Station Conveyed Property and the Radford Layover Conveyed Property with combined limits of [REDACTED] and shall name Norfolk Southern Railway as an additional insured for any residual liability risk.

Article 25

Liability on the Purchased Line, NRV Station Parcel, and Radford Layover Parcel

25.1 Applicability of Article

This Article 25 (*Liability on the Purchased Line, NRV Station Parcel, and Radford Layover Parcel*) applies to the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property and does not apply to the NSR ROW. Nothing in this Article 25 (*Liability on the Purchased Line, NRV Station Parcel, and Radford Layover Parcel*) is intended to modify or supersede any Freight/Passenger Liability Provisions that exist in agreements between Norfolk Southern Railway and third parties. For the purposes of this Article 25 (*Liability on the Purchased Line, NRV Station Parcel, and Radford Layover Parcel*), the term “Norfolk Southern Railway” shall include the parent and any operating railroad subsidiary of Norfolk Southern Railway.

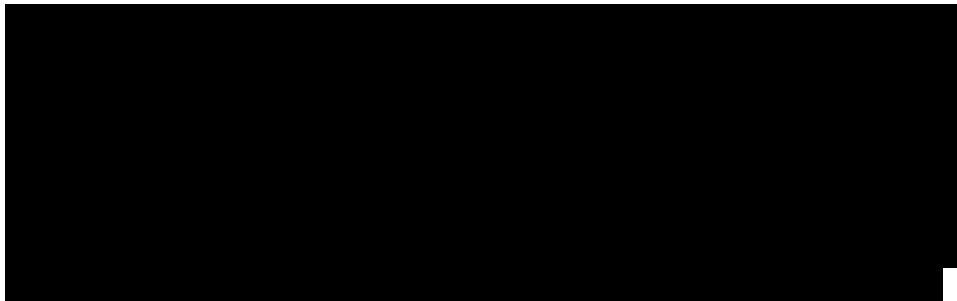
25.2 Norfolk Southern Railway Indemnity

- (a) Subject to Section 25.2(b) (*Norfolk Southern Railway Indemnity*) below, Norfolk Southern Railway agrees to protect, indemnify, defend, and hold harmless the VPRA Indemnified Parties against Claims arising on the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property, without regard to fault, as follows.

(i)

[REDACTED]

(ii)



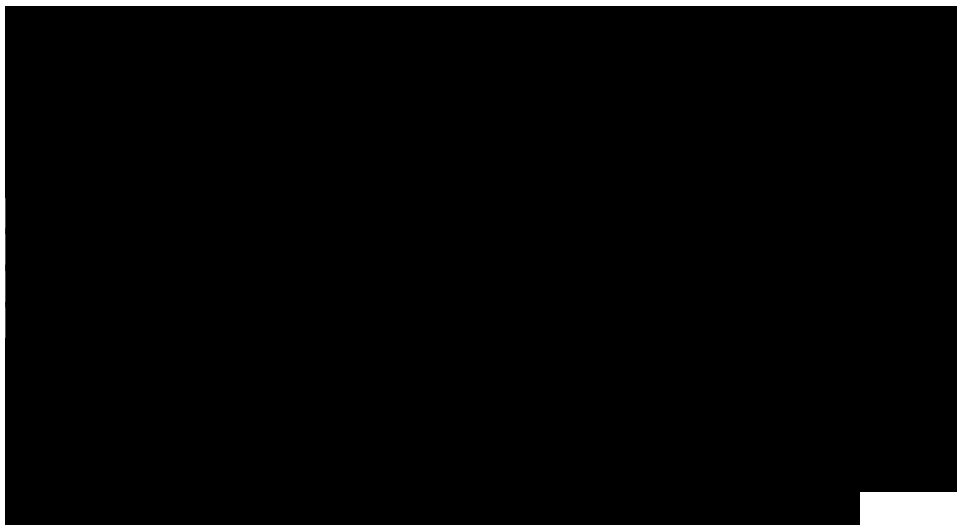
(iii)



(iv)



(v)



(b) Notwithstanding Section 25.2(a) (*Norfolk Southern Railway Indemnity*), above, Norfolk Southern Railway's duty to indemnify, defend, and hold harmless VPRA under this Section 25.2 (*Norfolk Southern Railway Indemnity*) for the Claims on

the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property [REDACTED]:

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

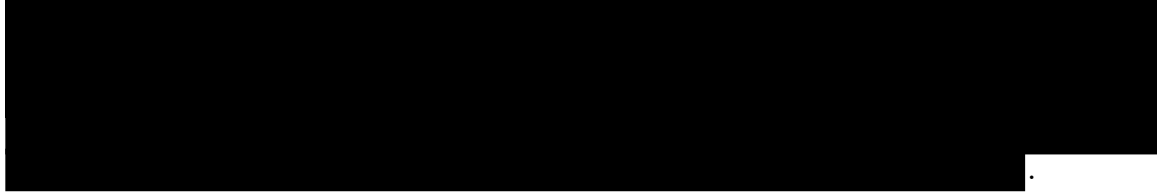
(c)

[REDACTED]

25.3 Release of Hazardous Materials

In the event Norfolk Southern Railway's continued freight operations over the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property result in a Release of Hazardous Materials, Norfolk Southern Railway shall remediate or cause to be remediated such Release of Hazardous Materials to the extent required by Hazardous Materials Laws utilizing institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property for railroad purposes, the initial cost for which shall be borne by Norfolk Southern Railway; provided, however, that Norfolk Southern Railway shall remain entitled to pursue any right or remedy to which it is entitled at law or equity against any Person, including VPRA, for

the recovery of such cost, and Damages, if any, sustained by Norfolk Southern Railway,



25.4 VPRA User other than Amtrak

As a condition precedent to any VPRA User other than Amtrak providing the Passenger Rail Service, any such VPRA User shall enter into one or more direct agreements with Norfolk Southern Railway containing the indemnification and liability provisions set forth in Exhibit W (*Liability Provisions Applicable to Future VPRA Users other than Amtrak*), unless waived by Norfolk Southern Railway in writing at the time.

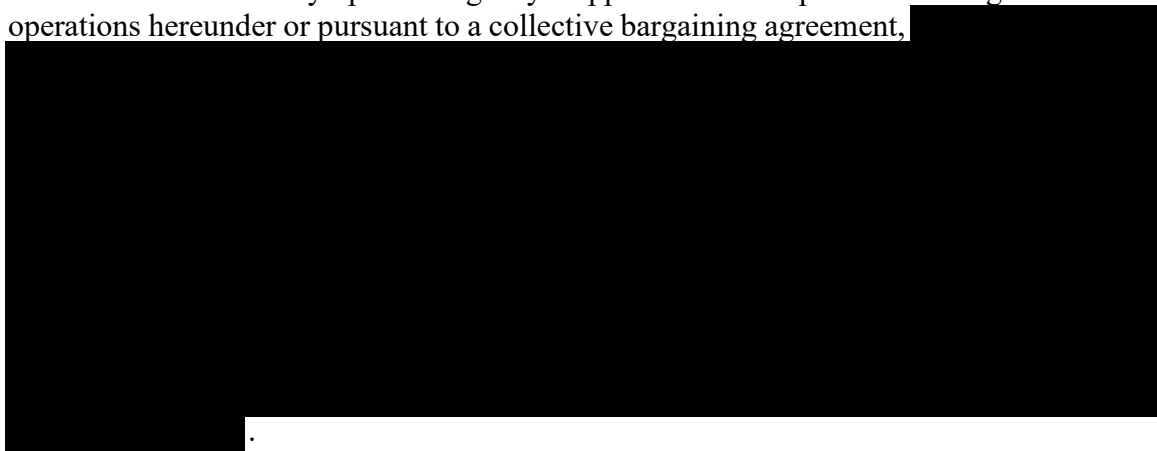
25.5 VPRA Liability Insurance

VPRA shall obtain and maintain liability insurance covering the Purchased Line, the NRV Station Conveyed Property and the Radford Layover Conveyed Property and naming Norfolk Southern Railway as an additional insured, if and as required under Section 24.3 (*VPRA Obligations*).

**Article 26
Employee Claims and Remedies**

26.1 Employee Claims and Remedies

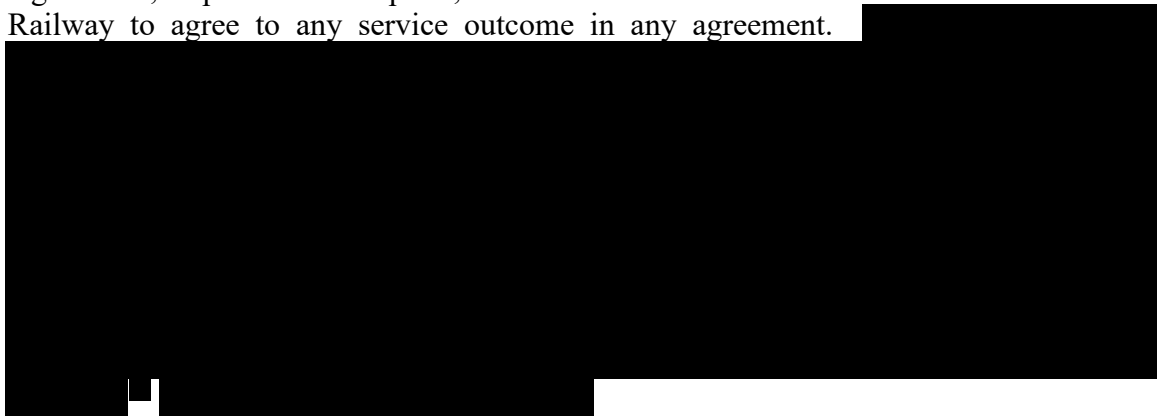
Each Party shall be responsible for any and all costs and payments, including benefits, allowances, and arbitration, administrative and litigation expenses, arising out of Claims or grievances made by or on behalf of its own employees or their collective bargaining representatives, either pursuant to employee protective conditions imposed by a Governmental Authority upon the agency's approval or exemption of this Agreement and operations hereunder or pursuant to a collective bargaining agreement,



Article 27 Funding Partners

27.1 Funding Partners

The Parties agree to work cooperatively and creatively to reach agreements as may be required for VPRA to satisfy the requirements of any Funding Partner, including any necessary amendment to this Agreement. Notwithstanding the foregoing, nothing in this Agreement, expressed or implied, shall be construed as to commit Norfolk Southern Railway to agree to any service outcome in any agreement.



Article 28 Assignment

28.1 Assignment

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto including any Person, firm or corporation succeeding to the ownership of substantially all of the assets or business of Norfolk Southern Railway or into which Norfolk Southern Railway is merged or consolidated. Upon prior notice to Norfolk Southern Railway, VPRA may assign this Agreement to another agency of the Commonwealth or to an authority or commission authorized by the Virginia General Assembly or the Governor of Virginia to undertake VPRA's obligation and the activities contemplated by this Agreement. Norfolk Southern Railway expressly reserves the right to assign or delegate all or any part of Norfolk Southern Railway's rights and duties hereunder to one or more third parties, including without limitation a qualified intermediary as defined by Treasury Regulation Section 1.1031(k)1(g)(4), in connection with a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code (this last type of assignment being called a "**Intermediary Assignment**"), provided, however, that except for an Intermediary Assignment (which shall not require consent), any such assignment and/or delegation shall be subject to the consent of VPRA, such consent not to be withheld or delayed unreasonably, and provided further that for any such assignment pursuant to a sale of all or substantially all of the assets of Norfolk Southern Railway by conveyance or the operation of law, such consent shall not be required. Any other assignment, division, license, or transfer of its rights, interests or obligations hereunder to

²⁸ Note to NSR: This provision remains subject to further VPRA review.

any other entity shall not result in more than one freight operator operating on any segment of the NSR-Conveyed Property.

Article 29

Dispute Resolution

29.1 Generally

- (a) All Disputes arising out of or relating to this Agreement that are not otherwise resolved by the Parties, except as set forth in Section 4.6 (Failure to Close) of this Agreement, must be resolved in accordance with this Article 29 (Dispute Resolution).
- (b) Upon the occurrence of any Dispute that is not otherwise resolved by the Parties:
 - (i) the Parties must first use all reasonable efforts to resolve the Dispute through a Senior Representative Negotiation in accordance with Section 29.2 (Senior Representative Negotiations); and
 - (ii) if the Parties fail to achieve a resolution through a Senior Representative Negotiation, before either Party may institute legal action against the other in connection with the Dispute, the Parties must first attempt to resolve the Dispute by referring the matter to a Mediation in accordance with Section 29.3 (Mediation).

29.2 Senior Representative Negotiations

- (a) If either Party notifies the other Party of a Dispute, senior representatives of each Party (with authority to make decisions for the respective Parties) must meet and use all reasonable efforts to resolve the Dispute (“**Senior Representative Negotiations**”).
- (b) The Senior Representative Negotiation must commence within seven (7) days of receipt of notification from a Party initiating a Dispute and will not exceed thirty (30) consecutive days (or such longer period agreed by the Parties).
- (c) Written statements, materials and information prepared for, made or presented at or during a Senior Representative Negotiation (including any meeting of the senior representatives) are deemed privileged and confidential (and shall be marked as such) and may not be used as evidence in any proceedings.
- (d) If the Senior Representative Negotiation resolves the Dispute, the Parties shall enter into a written agreement acknowledging such resolution.

29.3 Mediation

- (a) If the Parties are unable to come to a resolution through Senior Representative Negotiations, then the Parties may submit such Dispute to non-binding mediation

proceedings (a “**Mediation**”). Mediation is intended to assist the Parties in resolving Disputes over the correct interpretation of this Agreement.

- (b) The mediator for any Mediation shall be selected by mutual agreement of the Parties or, if an agreement cannot be reached by the Parties within seven (7) Business Days of submission of the Dispute to Mediation, the mediator must be selected by the American Arbitration Association (“AAA”) in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or ongoing relationship with either Party (or an affiliate of either Party). The Parties agree that only one (1) mediator shall be selected as the AAA mediator.
- (c) Each Mediation must:
 - (i) be administered in accordance with AAA’s Commercial Industry Mediation Rules and Procedures then in effect;
 - (ii) be held in Richmond, unless the Parties mutually agree, in writing, to the Mediation being held in a different location;
 - (iii) be concluded within thirty (30) days of the date of selection of the mediator, or within such other time period as may be agreed by the Parties (acting reasonably in regard to the nature of the Dispute).
- (d) The Parties shall share the mediator’s fee and any filing or administrative fees equally.
- (e) No mediator will be empowered to render a binding decision as to any Dispute. Any Mediation will be nonbinding.

29.4 Forum and Venue

Any and all Disputes arising out of this Agreement, or any performances made hereunder that are not otherwise resolved through Senior Representative Negotiations or Mediation, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of Richmond, or the United States District Court for the Eastern District of Virginia, Richmond Division. Norfolk Southern Railway does not waive any rights it may have to remove any such Dispute from the Circuit Court of Richmond to the United States District Court for the Eastern District of Virginia, Richmond Division.

Article 30 Abandonment; Force Majeure

30.1 Abandonment

Norfolk Southern Railway shall have, in its sole and absolute discretion, the right to continue to have current use, or future use, of the Purchased Line or any portion thereof.

Norfolk Southern Railway shall have, in its sole and absolute discretion but, subject to securing any necessary regulatory approval, the right to formally discontinue, pursuant to federal law, its use of the Purchased Line or any portion thereof. In the event that Norfolk Southern Railway seeks any regulatory approval (or, as may be applicable in Norfolk Southern Railway's sole and absolute discretion, exemption from the need to obtain said regulatory approval) for the discontinuance of its use of the Purchased Line or any portion thereof, VPRA agrees (1) not to oppose such discontinuance and (2) to provide reasonable cooperation in order to effectuate the same; provided that Norfolk Southern Railway will give VPRA one hundred eighty (180) days' notice of its intention to seek authority to discontinue its use of the Purchased Line (or any portion thereof) and within one hundred fifty (150) days of such notice, VPRA designates a successor rail carrier. Should VPRA choose to designate a successor rail carrier, VPRA shall, as a condition of such designation, (a) waive any Claims against Norfolk Southern Railway arising out of the designation, including any Claims arising from the potential adverse effect that the operations of such successor (including as to any adverse effect such operations would have on the Passenger Rail Service operating over the Purchased Line and the NSR ROW), (b) cause such successor to indemnify and hold harmless Norfolk Southern Railway from any Claims arising from operations of such successor (including as to any adverse effect such operations would have on the Passenger Rail Service operating over the Purchased Line and the NSR ROW), (c) cause such successor to provide reasonable insurance to back up (but not limit) such indemnity, (d) cause such successor or other entity (but not including Norfolk Southern Railway) to pay to Norfolk Southern Railway or reimburse Norfolk Southern Railway for all costs and expenses incurred by Norfolk Southern Railway reasonably related to establishment of operations of such successor (including such costs and expenses for the establishment of interchange between Norfolk Southern Railway and such successor), and for any infrastructure improvements necessary to address any current or reasonably anticipated impairment to Freight Rail Service that such establishment of interchange shall create. In the event that VPRA makes such designation, and such designation and conditions underlying said designation are reasonably determined to be enforceable, Norfolk Southern Railway shall transfer its applicable Freight Easement to such designee for [REDACTED]. Should Norfolk Southern Railway obtain any approval for abandonment (or, as the case may be, exemption from said approval), Norfolk Southern Railway shall have the sole and absolute discretion to exercise any approval (or, as the case may be, exemption from said approval) so received. VPRA shall not seek any such discontinuance or abandonment (or, as the case may be, exemption from approval therefor) adverse to the rights of Norfolk Southern Railway. If Norfolk Southern Railway elects to discontinue a Freight Easement and VPRA or a party designated by VPRA files an offer of financial assistance under 49 U.S.C. §10904, Norfolk Southern Railway shall agree to negotiate with VPRA or VPRA's designee and to convey such Freight Easement to VPRA or VPRA's designee pursuant to the same conditions set forth in this Section 30.1 (Abandonment) (and specifically provisions (a) through (d) above, inclusive); provided, that VPRA agrees to pay Norfolk Southern Railway an amount equal to the highest amount

offered by another financially responsible party, or [REDACTED], whichever is greater.

30.2 Force Majeure

VPRA shall not be responsible to Norfolk Southern Railway, and Norfolk Southern Railway shall not be responsible to VPRA, for delays or failure to perform under this Agreement if such delays or failure to perform are covered by circumstances beyond its control, including, but not limited to, acts of God, pandemics, floods, storms, earthquakes, hurricanes, tornadoes, or other severe weather or climatic conditions, acts of public enemy, war, blockade, insurrection, actual or threatened acts of terrorism, vandalism or sabotage, fire, accident, wreck, derailment, washout or explosion, strike, lockout or labor disputes experienced by the Parties hereto, embargoes or AAR service orders, FRA orders, or other Laws.

Article 31 Term, Default and Remedies

31.1 Term

This Agreement shall become effective as of the Execution Date and, unless earlier terminated in accordance with the terms of Section 4.4 (Termination Prior to Closing), shall remain in full force and effect for a period of [REDACTED] from the Closing Date (the “**Initial Term**”), provided that the Initial Term shall be automatically extended and this Agreement shall remain in effect after the Initial Term unless either Party elects to terminate this Agreement following the end of the Initial Term by providing six (6) months prior written notice of such termination (together with the Initial Term, the “**Term**”).

31.2 NSR Defaults

The occurrence of any one or more of the following events during the Term will constitute a “**NSR Default**” pursuant to this Agreement:

- (a) Norfolk Southern Railway fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than any material obligation, covenant, agreement, term or condition under Article 2 (Sale and Purchase) through Article 6 (Surveys; Deeds of Confirmations)), which failure materially and adversely affects VPRA’s rights or obligations under this Agreement, and such failure continues without cure for a period of sixty (60) days following the date VPRA delivers to Norfolk Southern Railway written notice thereof (giving particulars of the failure in reasonable detail); provided, that, if such failure arises out of construction related obligations and if Norfolk Southern Railway is attempting to cure such failure, the foregoing cure period shall be extended for an additional ninety (90) days (for a total of one hundred fifty (150) days), but only for so long as Norfolk Southern Railway is attempting to cure such failure; and provided further that this Section 31.2(a) (NSR Defaults) shall not apply to events covered by other provisions in this Section 31.2 (NSR Defaults);

- (b) Norfolk Southern Railway fails to pay to VPRA when due any undisputed amount payable to VPRA pursuant to this Agreement, and such failure continues without cure for a period of sixty (60) days following the date VPRA delivers to Norfolk Southern Railway written notice thereof;
- (c) [In the event that Norfolk Southern Railway (i) fails to achieve final completion of the Roanoke Easement Area Improvements prior to the REA Long Stop Date, and (ii) Norfolk Southern Railway also fails, prior to the REA Long Stop Date, to provide alternative priority access through the Roanoke Easement Area such that full Passenger Rail Service commences without additional travel time through the Roanoke Easement Area (and without other material adverse impact to Passenger Rail Service through the Roanoke Easement Area), provided that such provision of alternative priority access through Roanoke Easement Area pursuant to this Section 31.2(c) (*NSR Defaults*) shall have no effect on the ability of Norfolk Southern Railway to complete the Roanoke Easement Area Improvements (subject to the cure rights in Section 31.2(a) (*NSR Defaults*)), the obligation of VPRA to reimburse Norfolk Southern Railway for the costs of the Roanoke Easement Area Improvements, or the requirement of VPRA to pay to Norfolk Southern Railway the Roanoke Easement Area Improvements residual;]²⁹
- (d) Norfolk Southern Railway (i) admits, in writing, that it is unable to pay its debts as they become due, (ii) makes an assignment for the benefit of its creditors, (iii) files a voluntary petition under Subchapter IV (Railroad Reorganization) of Title 11 of the U.S. Code, or files any other petition or answer seeking, consenting to or acquiescing in any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Norfolk Southern Railway, or of all or any substantial part of its properties (so long as such person continues to have obligations hereunder); and
- (e) within ninety (90) days after the commencement of any proceeding against Norfolk Southern Railway seeking any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, such proceeding has not been dismissed, or, within ninety (90) days after the appointment, without the consent or acquiescence of Norfolk Southern Railway, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Norfolk Southern Railway or of all or any substantial part of its properties, such appointment has not been vacated or stayed on appeal or otherwise, or, within sixty (60) days after the expiration of any such stay, such appointment has not been vacated.

If VPRA provides notice to Norfolk Southern Railway of a condition or failure that could, with the passage of time and a failure of Norfolk Southern Railway to cure, become an Event of Default pursuant to Sections 31.2(a) or 31.2(b), or 31.2(c) (*NSR Defaults*), the

²⁹ Note to NSR: This provision remains subject to further VPRA review.

Parties shall meet and confer within thirty (30) days of such notice to discuss how and when such condition or failure may be cured, provided that the failure to meet and confer shall not toll the applicable cure period or otherwise limit any rights or remedies that VPRA may have hereunder.

31.3 VPRA Defaults

The occurrence of any one or more of the following events during the Term will constitute a “VPRA Default” pursuant to this Agreement:

- (a) VPRA fails to comply with, perform or observe any other material obligation, covenant, agreement, term or condition in this Agreement (other than any material obligation, covenant, agreement, term or condition under Article 2 (*Sale and Purchase*) through Article 6 (*Surveys; Deeds of Confirmations*)), which failure materially and adversely affects Norfolk Southern Railway’s rights or obligations under this Agreement, and such failure continues without cure for a period of sixty (60) days following the date Norfolk Southern Railway delivers to VPRA written notice thereof (giving particulars of the failure in reasonable detail); provided that this Section 31.3(a) (*VPRA Defaults*) shall not apply to events covered by other provisions in this Section 31.3 (*VPRA Defaults*); and
- (b) Subject to Section 33.25 (*Availability of Funds for VPRA’s Performance*), VPRA fails to pay to Norfolk Southern Railway when due any undisputed amount payable to VPRA pursuant to this Agreement, and such failure continues without cure for a period of sixty (60) days following the date Norfolk Southern Railway delivers to VPRA written notice thereof.

If Norfolk Southern Railway provides notice to VPRA of a condition or failure that could, with the passage of time and a failure of VPRA to cure, become an Event of Default pursuant to Sections 31.3(a) or 31.3(b) (*VPRA Defaults*) the Parties shall meet and confer within thirty (30) days of such notice to discuss how and when such condition or failure may be cured, provided that the failure to meet and confer shall not toll the applicable cure period or otherwise limit any rights or remedies that Norfolk Southern Railway may have hereunder.

31.4 Remedies Upon Default

- (a) Upon the occurrence of an Event of Default, the Parties shall cause the Event of Default that is the subject of a Dispute to be subject to the procedures set forth in Article 29 (*Dispute Resolution*), and, to the extent not resolved thereunder, the other Party may, at its option and in its discretion:
 - (i) exercise any rights it has under this Agreement;
 - (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by the Defaulting Party of the applicable provisions of this Agreement and/or to recover Damages, and/or to seek other remedies; and/or

- (iii) cure the Event of Default by making any such payment or performing any such obligation, as applicable, at the Defaulting Party's sole expense, without waiving or releasing the Defaulting Party from any obligation.
- (b) In addition to the remedies specified in Section 31.4(a) (*Remedies Upon Default*):
- (i) upon the occurrence of a NSR Default occurring or continuing after VPRA has provided at least [REDACTED] through the WVRI Grant Funds installment payment, VPRA may, at its option and in its discretion, without being required to cause the NSR Default that is the subject of a dispute to be subject to the procedures set forth in Article 29 (*Dispute Resolution*), withhold WVRI Grant Funds installment payments due under this Agreement until such time as such NSR Default is cured; provided that upon the curing of such NSR Default, VPRA shall pay to Norfolk Southern Railway within thirty (30) days of such cure any WVRI Grant Funds that have been withheld pursuant to this Section 31.4(b)(i) (*Remedies Upon Default*); provided further that the WVRI Disbursement Period shall be extended day for day for the period during which such funds were withheld by VPRA; and
 - (ii) upon the occurrence of a NSR Default, VPRA may, at its option and in its discretion, without being required to cause the NSR Default that is the subject of a dispute to be subject to the procedures set forth in Article 29 (*Dispute Resolution*), withhold Passenger Capacity Grant Funds installment payments due under this Agreement until such time as such NSR Default is cured; provided that upon the curing of such NSR Default, VPRA shall pay to Norfolk Southern Railway within thirty (30) days of such cure any Passenger Capacity Grant Funds that have been withheld pursuant to this Section 31.4(b)(ii) (*Remedies Upon Default*); provided further that the Passenger Capacity Disbursement Period shall be extended day for day for the period during which such funds were withheld by VPRA.

31.5 Cumulative Rights and Remedies

The rights and remedies described in this Article 31 (*Term, Default and Remedies*) are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise at any time of a different remedy, subject to the limitations set forth in the first sentence of this Article 31 (*Term, Default and Remedies*).

31.6 No Waiver of Remedies

Any waiver by either Party of any Event of Default under this Agreement or any delay of either Party in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date, nor shall any such waiver in any way affect either Party's right to enforce this Agreement.

31.7 Survival

- (a) Expiration or early termination of this Agreement shall not relieve or release either Party hereto from any obligations assumed or from any liability which may have arisen or been incurred by such Party under the terms of this Agreement and prior to expiration thereof.
- (b) Expiration or early termination of this Agreement shall have no effect on the underlying right to perform Freight Rail Service, which shall continue until terminated pursuant to Law. Should this Agreement expire or terminate prior to the termination of the underlying right to perform Freight Rail Service, such Freight Rail Service shall continue under terms and conditions agreed to by the Parties or prescribed therefor pursuant to Law.
- (c) For the avoidance of doubt, the grants of the easements and the conveyances of the NSR-Conveyed Property at the Closing and the V-Line Conveyance at the V-Line Closing are intended to be final and irrevocable, such that the early termination or expiration of this Agreement after the Closing or V-Line Closing, as applicable, shall not affect or undo in any way the grants and conveyances consummated at the Closing or V-Line Closing, as applicable.
- (d) The following provisions shall survive expiration of this Agreement:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

Article 32
Notices

32.1 Notices

- (a) Notice under this Agreement shall be in writing and sent by (i) registered or certified mail, return receipt requested, (ii) courier, express or overnight delivery, or (iii) e-mail.
- (b) The date such notice shall be deemed to have been given shall be (i) the Business Day of receipt if received during business hours, (ii) the first Business Day after the Business Day of receipt if received after business hours on the preceding Business Day, (iii) the first Business Day after the date sent by courier, express or overnight (“next day delivery”) service, (iv) the third Business Day after the date of the postmark on the envelope if mailed, or (v) the date of confirmation of receipt in the event the sender of an e-mail notice receives a “bounce back”, “out-of-office” or similar message indicating non-receipt thereof, whichever occurs first.

If to Norfolk Southern Railway:

[Redacted]

[Redacted]

[Redacted]

If to VPRA:

[Redacted text block]

[Redacted text block]

[Redacted text block]

**Article 33
Miscellaneous**

33.1 Disadvantaged Business Enterprises

In any subcontract related to activities of this Agreement, each Party agrees to include appropriate provisions regarding the utilization of Disadvantaged Business Enterprises as required in Title 49 Part 26 of the Code of Federal Regulations.

33.2 Unauthorized Aliens

Norfolk Southern Railway certifies that it does not, and that it and its contractors shall not, during the performance of this Agreement [under Sections Article 10 (Roanoke Easement Area Improvements) and Article 11 (NSR-Delivered Scope and Related Improvements)]³⁰ knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (“Act”). Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

³⁰ Note to Draft: Limitation under continuing review by VPRA.

33.3 Discrimination in Employment

Each Party acknowledges and agrees that is an equal employment employer and that it will not discriminate against any of their respective employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment.

33.4 Drug-free Workplace

During the term of this Agreement, Norfolk Southern Railway agrees to provide a drugfree workplace for its employees and subcontractors. Any subcontract subject to 49 C.F.R. Part 219 will be required to ensure maintenance of a drug-free workplace to qualify as a subcontractor. For the purposes of this Section 33.4 (*Drug-free Workplace*), “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor or subcontractor in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia (1950), as amended, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance listed in the Federal Controlled Substances Act (Title 21 US Code) to include schedule I drugs and any schedule II through V drugs without a valid prescription.

33.5 No Liability of Directors

No Party shall hold or attempt to hold any director, officer, member, manager, agent, or employee of any other Party acting within the scope of their employment personally liable for a breach of this Agreement or an Event of Default.

33.6 Brokerage Commission

VPRA and Norfolk Southern Railway each represent that no real estate or investment bank commissions are due and owing to any party with respect to the Transaction contemplated by this Agreement. To the extent that any third-party broker or agent shall assert a Claim for any such commission, then the party against which such a Claim is asserted shall fully assume and discharge any alleged Claims or liability.

33.7 Benefit

This Agreement and each and every provision hereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of any third party to recover by way of Damages or otherwise against either of the Parties hereto.

33.8 Interpretation

All words, terms and phrases used in this Agreement shall be construed in accordance with the generally applicable definition or meaning of such words, terms and phrases in the railroad industry.

33.9 Headings

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

33.10 Reference to Trains, locomotives, cars or Equipment

As used in this Agreement, whenever reference is made to the Trains, locomotives, cars or Equipment of one of the Parties or Users, such expression means the Trains, locomotives, cars and Equipment in the possession of or operated by one of the Parties and Users and includes such Trains, locomotives, cars and Equipment which are owned by, leased to, or in the account of such Party or User. Whenever such locomotives, cars or Equipment are owned or leased by one Party or User and are in the possession or account of another Party or User, such locomotives, cars, and Equipment shall be considered those of the other Party or User.

33.11 Drafter

This Agreement is the result of mutual negotiations of the Parties hereto, neither of whom shall be considered the drafter for purposes of contract construction.

33.12 VFOIA

Norfolk Southern Railway acknowledges that information provided by Norfolk Southern Railway to VPRA is subject to public inspection in accordance with the Virginia Freedom of Information Act (“VFOIA”). If Norfolk Southern Railway believes any such information qualifies for an exemption from disclosure under VFOIA, Norfolk Southern Railway may designate the information as subject to a VFOIA exemption claim prior to, or upon or after submission of, the information to VPRA, or upon notice from VPRA that the undesignated information provided (“Designated Information”). Upon receipt of a request for disclosure of proprietary or Designated Information pursuant to the VFOIA, VPRA shall provide prompt written notice to Norfolk Southern Railway of the request. The Parties shall review the request to determine whether the requested information qualifies for VFOIA exemption and whether action to oppose disclosure of the information is warranted. Nothing in this Section 33.12 (VFOIA), however, shall be construed to prevent VPRA from complying with the VFOIA, including performing its own analysis of the applicability of VFOIA exemptions and timely responding to any VFOIA requests it receives.

33.13 Illegality

The Parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any Law, such provision shall be severable, with the remaining provisions remaining valid and enforceable.

33.14 Compliance with Law

Each Party shall be responsible for compliance with any applicable Laws that arise for the rights and obligations found in this Agreement. Subject to the foregoing, to the extent permitted by Law, and as to any VPRA User operations, VPRA may delegate responsibility for the same by requiring any VPRA User to be responsible for compliance with any such Laws or regulations to said VPRA User.

33.15 Procurement

The Parties acknowledge that Commonwealth procurement professionals are subject to §2.2-4367 et seq. of the Code of Virginia: Ethics in Public Contracting and State and Local Government Conflict of Interests Act (§2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.) and Articles 2 (§18.2-438 et seq.) and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2.

33.16 Governing Law

This Agreement shall be construed and interpreted under the laws of the United States of America and the Commonwealth.

33.17 Remedies Cumulative

Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and in addition to all other rights, powers and remedies hereunder and those available at Law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

33.18 No Waiver

Except as otherwise expressly provided herein, neither the failure of either Party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

33.19 Condemnation

No provision of this Agreement, including but not limited to the provisions of Section 5.2 (*Conveyance of Manassas Passenger Easement*), Section 5.3 (*Conveyance of Manassas Line Conveyed Property*), Section 5.6 (*Conveyance of Broad Run Conveyed Property*) and Section 5.7 (*V-Line Closing*), shall be construed to limit or expand the power of eminent domain vested in VPRA by Law.

33.20 Entire Agreement

This Agreement (including all exhibits, which are to be considered a part of this Agreement) contains the entire agreement of the Parties hereto with respect to the Transaction, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference shall be of any force or effect. Any previous agreements or understandings among the Parties regarding the subject matter hereof, including the 2022 CRA, are merged into and superseded by this Agreement.

33.21 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, successors and assigns.

33.22 Amendments

No amendment to this Agreement shall be binding on any of the Parties hereto unless such amendment is in writing and is executed by the Party against whom enforcement of such amendment is sought; *provided* that the Parties agree that the foregoing shall not prevent the full reinstatement of the 2022 CRA pursuant to Section 4.5 (*Effect of Termination Prior to Closing*) or Section 4.6(a)(i) (*Failure to Close*).

33.23 Counterparts

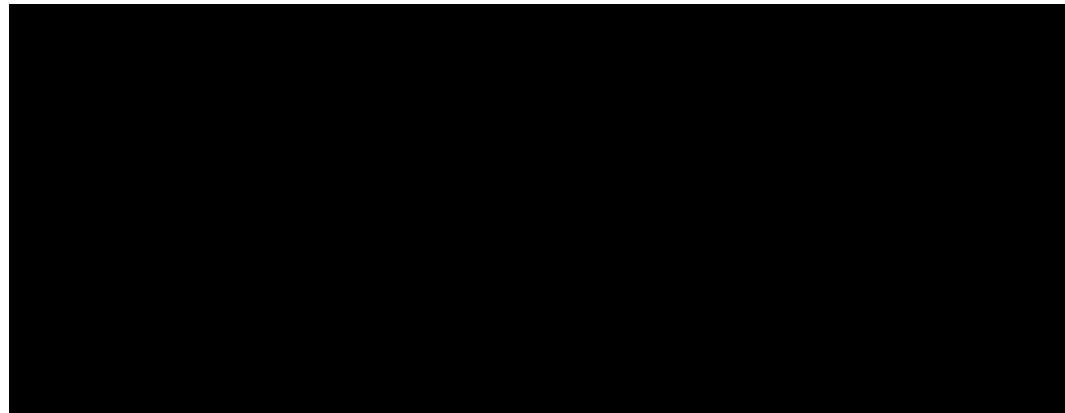
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

33.24 Severability

If any term, covenant or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be illegal, invalid or unenforceable, then, in such event, the remainder of this Agreement or the application of such terms, covenants and provisions hereof shall nevertheless remain in full force and effect.

33.25 Availability of Funds for VPRA's Performance³¹

(a)



³¹ Note to NSR: [REDACTED].

[Redacted]

(b)

[Redacted]

[Redacted]

[Redacted]

(c)

[Redacted]

³³

(d)

[Redacted]

(e)

[Redacted]

³² Note to NSR: [Redacted]
³³ Note to NSR: [Redacted]



(f)



[Remainder of page intentionally left blank]

³⁴ Note to NSR: [Redacted]
³⁵ Note to NSR: [Redacted]

EXECUTED by VPRA as of the date first written above.

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____

Name: [REDACTED]

Title: [REDACTED]

EXECUTED by Norfolk Southern Railway as of the date first written above.

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: [REDACTED]

Title: [REDACTED]

Exhibit A

Definitions

“**2022 Closing Date**” shall mean [●].

“**2022 CRA**” shall have the meaning ascribed thereto in the Recitals.

“**2024 CRA Closings**” shall mean the Closing, the V-Line Closing, the NRV Station Closing, and the Radford Layover Closing.

“**AAA**” shall have the meaning ascribed thereto in Section 29.3(b) (*Mediation*).

“**AAR**” shall mean the Association of American Railroads.

“**AAR Car Code**” shall mean the combination of one letter and three numbers used to describe the category of a rail car. The first letter of the code identifies the major category of the railcar while the following three numbers identify more specific characteristics about the railcar such as dimension, roof type, door type, capacity, etc.

“**AAR Railroad Cost Indexes**” shall have the meaning ascribed thereto in the AAR official website: <https://www.aar.org/rail-cost-indexes/> or similar AAR official publication.

“**Act**” shall have the meaning ascribed thereto in Section 33.2 (*Unauthorized Aliens*).

“**Actual Run Time**” shall mean, with respect to any particular passenger station, the total number of actual minutes elapsed for (i) a northbound Passenger Rail Service Train to travel from the Southern-Most Station to such particular passenger station (with the passenger station at Alexandria being the last-measured passenger station), and (ii) a southbound Passenger Rail Service Train to travel from Alexandria (AF interlocking, milepost CFP 104.3) to such particular passenger station.

“**Additional Paving Scope**” shall have the meaning ascribed thereto in Section 11.3 (*Additional Paving Scope*).

“**Additional Survey**” shall have the meaning ascribed thereto in Section 6.2 (*Additional Survey*).

“**Additional VPRA User**” shall have the meaning ascribed thereto in Section 19.1(c) (*Trackage Rights Compensation*).

“**Adjusted Run Time**” shall mean the Base Run Time plus the applicable Late Run Time Cushion. For clarity, Adjusted Run Times for northbound Passenger Rail Service Trains shall be measured from the Southern-Most Station, and Adjusted Run Times for southbound Passenger Rail Service Trains shall be measured from Alexandria (AF interlocking, milepost CFP 104.3).

“**AF Tower**” shall mean the eastern terminus of Norfolk Southern Railway’s ownership of the above ground improvements on the Horn Track and the point at which maintenance responsibility and dispatch responsibility becomes the responsibility of CSX Transportation, Inc.

“**Agreement**” shall have the meaning ascribed thereto in the Preamble.

“**Alexandria**” shall mean City of Alexandria, Commonwealth of Virginia.

“**A.M. Best Rating**” shall mean the financial strength rating of an insurance company published by A.M. Best & Company, Inc.

“**Amtrak**” shall mean the National Railroad Passenger Corporation and its successors or assigns.

“**Annual Easement Compensation**” shall have the meaning ascribed thereto in Section 9.2 (*Seminary Passage Deed of Easement*).

“**Assignment and Assumption Agreement**” shall have the meaning ascribed thereto in Section 5.1(j) (*Closing Date*).

“**Base RTC Study**” shall have the meaning ascribed thereto in Section 8.1(g) (*Passenger Rail Service*).

“**Base Run Time**” shall mean the run time (expressed in number of minutes) established between Norfolk Southern Railway and Amtrak (or other VPRA User, if applicable) from point to point for each discrete frequency within the Corridor, including scheduled recovery time and scheduled dwell time between those points.

“**Baseline First Frequency**” shall mean the daily passenger rail round trip operated by Amtrak, already in operation under separate and independent agreements prior to January 10, 2022 between Alexandria and the passenger platform at Roanoke.

“**Baseline Second Frequency**” shall mean a daily passenger rail round trip between Alexandria and the passenger platform at Roanoke, which round trip is in addition to, and not in the place of, the Baseline First Frequency or the Third Roanoke Frequency.

“**Bedford**” shall mean the Town of Bedford, Commonwealth of Virginia.

“**Bill of Sale**” shall have the meaning ascribed thereto in Section 5.1(l) (*Closing Date*).

“**Billboard Facilities**” shall have the meaning ascribed thereto in Section 5.3(g) (*Conveyance of Manassas Line*).

“**Blended Quarterly OTP Percentage**” shall have the meaning ascribed thereto in Section 8.2(e) (*Passenger Performance Regime*).

“**Blue Book**” shall mean the Rental Rate Blue Book for Construction Equipment published by EquipmentWatch to provide benchmark ownership and operating costs for construction equipment models.

“**Broad Run Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**Broad Run Corridor**” shall have the meaning ascribed thereto in the Recitals.

“**Broad Run Deed**” shall have the meaning ascribed thereto in Section 5.6 (*Conveyance of Broad Run Conveyed Property*).

“**Broad Run Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.1(b)(ix) (*NSR-Conveyed Property*).

“**Broad Run Personal Property**” shall have the meaning ascribed thereto in Section 2.1(b)(viii) (*NSR-Conveyed Property*).

“**Broad Run Pocket Track**” shall have the meaning ascribed thereto in the Recitals.

“**Broad Run Real Property**” shall have the meaning ascribed thereto in Section 2.1(b)(vii) (*NSR-Conveyed Property*).

“**Broad Run Survey**” shall have the meaning ascribed thereto in Section 6.1(a) (*Initial Surveys*).

“**Business Day(s)**” shall mean that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth or the United States Government.

“**Capital Improvements**” shall mean design, construction, renewal, replacement, or material modification or rehabilitation of track and any structures or things necessary for the support or use thereof, including signals and communications systems, but excluding aesthetic improvements or maintenance work conducted in the ordinary course of business.

“**Capital Maintenance**” shall mean any repair and maintenance that does not qualify as Expense Maintenance.

“**Casualty Party**” shall have the meaning ascribed thereto in Section 18.1 (*Catastrophic Event*).

“**Catastrophic Event**” shall have the meaning ascribed thereto in Section 18.1 (*Catastrophic Event*).

“**C.F.R.**” shall mean the Code of Federal Regulations.

“**Christiansburg**” shall mean the Town of Christiansburg, Commonwealth of Virginia.

“**Christiansburg-Roanoke Segment**” shall have the meaning ascribed thereto in Section 19.1(b) (*Trackage Rights Compensation*).

“**Claim**” or “**Claims**” shall mean any and all claims, demands, losses (including the loss of use), costs (including investigation, remedial and clean-up costs), expenses (including attorneys’, consultants’ or experts’ fees and expenses), judgments, awards, penalties, governmental action (including fines and liens), causes of action, liens, suits or liability of every kind and nature suffered, but excluding special or consequential losses or Damages.

“**Closing**” shall have the meaning ascribed thereto in Section 5.1 (*Closing Date*).

“**Closing Cash Payment**” shall have the meaning ascribed thereto in Section 2.3(a)(i) (*Purchase Price*).

“**Closing Date**” shall have the meaning ascribed thereto in Section 5.1 (*Closing Date*).

“**Closing Title Statement**” shall have the meaning ascribed thereto in Section 3.1(a) (*Title Examination Due Diligence and Purchase Price Adjustments*).

“**Coincidental NSR Employee Passengers**” shall mean any employee or agent of Norfolk Southern Railway that is a fare-paying passenger of a VPRA User at the time such employee or agent suffers injury, death, or property damage.

“**Commercial Industry Mediation Rules and Procedures**” shall mean the rules and procedures created by AAA for commercial industry transactions.

“**Commonwealth**” shall mean the Commonwealth of Virginia.

“**Communication Facilities**” shall have the meaning ascribed thereto in Section 5.3(f) (*Conveyance of Manassas Line*).

“**Communications Easement**” shall have the meaning ascribed thereto in Section 5.3(f) (*Conveyance of Manassas Line*).

“**Commuter Rail Service**” shall mean passenger rail service in an urban area, its suburbs and more distant outlying communities in the applicable greater metropolitan area, excluding (i) urban rapid transit operations not connected to the general railroad system; (ii) Intercity Passenger Rail Service – Commonwealth-Supported; (iii) Intercity Passenger Rail Service – Long-Distance; and (iv) Excursion Passenger Rail Service.

“**Consent**” shall mean any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy, jurisdictional determination or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

“**Contractor**” shall mean a private contractor, including consultants, which may be engaged by Norfolk Southern Railway to perform the REA Work, the NSR-Delivered Scope, the MofW Scope or the Additional Paving Scope.

“**Corridor**” shall have the meaning ascribed thereto in the Recitals.

“**Cost Overruns**” shall have the meaning ascribed thereto in Section 11.7(a) (*Cost Overruns; Late Delivery of NSR-Delivered Scope*).

“**Cost Savings**” shall have the meaning ascribed thereto in Section 11.6(a) (*Cost Savings; Performance Fees*).

“**Current Charge (Christiansburg-Roanoke Segment)**” shall have the meaning ascribed thereto in Section 19.2(b) (*Current Charges*).

“**Current Charge (Manassas-Roanoke Segment)**” shall have the meaning ascribed thereto in Section 19.2(c) (*Current Charges*).

“**Current Charge (Purchased Line)**” shall have the meaning ascribed thereto in Section 19.2(a) (*Current Charges*).

“**Current Charges**” shall have the meaning ascribed thereto in Section 19.2 (*Current Charges*).

“**Damages**” shall mean death, personal injury, property loss or damage or damage to the environment, including but not limited to:

- (i) loss or damage to, or loss of use of, the property and death or personal injury to a Person; and
- (ii) environmental investigation, cleanup or remediation costs, fines, and penalties; and
- (iii) any and all damages suffered by or asserted against a Party hereto or third party as a direct or indirect result of or due to the presence, disposal, release or other escape of any Hazardous Materials on or from the NSR-Conveyed Property and V-Line Conveyance trackage, a Train or other Equipment, or on or at property subject to this Agreement or any related agreement; and
- (iv) attorney, expert and witness fees, and salaries, wages and benefits of a Party’s employees investigating, adjusting or defending Claims, suits or proceedings for which another Party is potentially liable under this Agreement, together with associated support staff and out of pocket costs, and any investigation, litigation, appeal, arbitration, administrative hearing or governmental action cost.

“**Deeds**” shall mean the Manassas Line Deed, the Broad Run Deed, the Seminary Passage Deed, the V-Line Deed, the NRV Station Deed and the Radford Layover Deed.

“**Deeds of Confirmation**” shall have the meaning ascribed thereto in Section 6.3 (*Deeds of Confirmation*).

“**Deeds of Easements**” shall mean, collectively, the Manassas Segment Deed of Easement and the Seminary Passage Deed of Easement.

“**Defaulting Party**” shall mean, when an Event of Default has occurred, the Party which fails to meet any material obligation under this Agreement where such failure continues sixty (60) days after written notice from the other Party.

“**Delayed Seminary Passage Purchase Price**” shall have the meaning ascribed thereto in Section 9.2 (*Seminary Passage Deed of Easement*).

“**Description of Future Work**” shall have the meaning ascribed thereto in Section 16.2(b) (*Right to Propose and Prosecute Future Capital Improvements*).

“**Designated Information**” shall have the meaning ascribed thereto in Section 33.12 (*VFOIA*).

“**Disadvantaged Business Enterprises**” shall have the meaning ascribed thereto in 49 C.F.R. 26.

“**Dispatcher**” shall have the meaning ascribed thereto in Section 14.1 (*Dispatching*).

“**Dispute**” shall mean any claim, dispute, disagreement or controversy between Norfolk Southern Railway and VPRA concerning their respective rights and obligations under this Agreement, including concerning any NSR Default, any VPRA Default, or any other alleged breach or failure to perform any remedy under this Agreement.

“**EDI**” shall mean electronic data interchange.

“**Eligible Costs**” shall mean all reasonable and actual costs and expenses, internal and external, direct and incidental, that comply with the terms and conditions of this Agreement and that VPRA is legally permitted to reimburse, incurred by Norfolk Southern Railway in performing its obligations or exercising its rights pursuant to Article 11 (*NSR-Delivered Scope and Related Improvements*), including without limitation acquisition of any rights in real property to complete such work. Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

“**Environmental Right of Entry Agreement**” shall have the meaning ascribed thereto in Section 3.2 (*Environmental Right of Entry Agreement*).

“**Equipment**” shall mean and be confined to hi-rail vehicles, track inspection equipment and other non-revenue vehicles and machinery (other than locomotives) capable of being operated on railroad tracks that, at the time of an occurrence, are (i) being operated on the trackage upon which such occurrence takes place, or (ii) are on the trackage upon which such occurrence takes place, or on the adjoining right-of-way, for the purpose of maintenance or repair thereof or the clearing of wrecks thereon.

“**Event of Default**” shall mean an NSR Default or VPRA Default, as applicable.

“**Excluded Property**” shall have the meaning ascribed thereto in Section 2.1(d) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**Excursion Passenger Rail Service**” shall mean passenger rail service and special passenger rail service that is (i) occasional and intermittent, not exceeding two (2) roundtrips per week (subject to an increase in the number of roundtrips per week that may be proposed by VPRA and considered for approval by Norfolk Southern Railway in good faith); (ii) is operated for purposes of promoting tourism, events, and holidays; and (iii) operating between the station in Roanoke and the NRV Station.

“**Execution Date**” shall have the meaning ascribed thereto in the opening paragraph of this Agreement.

“**Existing VRE Operating Agreement**” shall mean the Operating Access Agreement dated as of April 30, 2014, by and between Norfolk Southern Railway and VRE, as amended.

“**Expense Maintenance**” shall mean repair and maintenance that (i) does not constitute a betterment, restoration, or adaptation, and (ii) the expenses of which may be deducted for Federal tax purposes.

“**Extended First Frequency**” shall mean the extension of the Baseline First Frequency west of Roanoke to the NRV Station.

“**Extended Second Frequency**” shall mean the extension of the Baseline Second Frequency west of Roanoke to the NRV Station.

“**Extended Third Frequency**” shall mean the extension of the Third Roanoke Frequency west of Roanoke to the NRV Station.³⁶

“**Federal Funding Accountability and Transparency Act**” shall mean 31 U.S.C. §6101.

“**Federal Locomotive Inspection Act**” shall mean 49 U.S.C. §20701.

“**Federal Safety Appliance Act**” shall mean 49 U.S.C. §20302.

“**Final Installment Payment**” shall have the meaning ascribed thereto in Section 2.3(a)(iv) (*Purchase Price*).

“**Final Installment Payment Date**” shall have the meaning ascribed thereto in Section 2.3(a)(iv) (*Purchase Price*).

“**Final Plan Set Approval Date**” shall have the meaning ascribed thereto in Section 11.4(c) (*Engineering and Construction Principles*).

“**Final Purchase Price Adjustment**” shall have the meaning ascribed thereto in Section 3.1(c) (*Title Examination Due Diligence and Purchase Price Adjustments*).

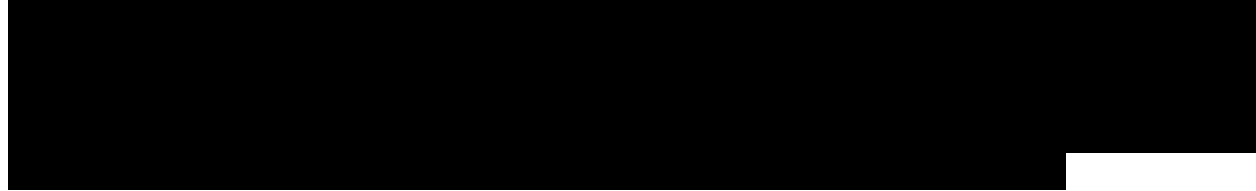
“**Fixed VRE Operating Fee**” shall have the meaning ascribed thereto in Section 8.5(c) (*VRE Service*).

³⁶ NTD: Definition under review.

“**FRA**” shall mean the Federal Railroad Administration.

“**Freight Easements**” shall mean the Manassas Line Freight Easement and the Seminary Passage Freight Easement.

“**Freight/Passenger Liability Provisions**” shall mean



“**Freight Rail Service**” shall mean the use of Trains to transport cargo and not passengers including, without limitation, pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995.

“**Freight Rail Trains**” shall mean Trains operated by an NSR User to transport cargo and not passengers.

“**Fully-allocated Cost Basis**” shall mean the costs of labor (including allocable employee benefits and employment taxes), material, energy, utilities or other costs directly incurred and normal overhead (including, without limitation, administrative labor costs, maintenance, relevant insurance, depreciation of the equipment and depreciation of the facility) all determined in accordance with GAAP applied on a consistent basis.

“**Funding Notice**” shall have the meaning ascribed thereto in Section 9.1 (*Seminary Passage Purchase*).

“**Funding Partners**” shall mean Amtrak or any federal or state entity that provides funds to VPRA in support of the Transaction.

“**Future VPRA User Contract**” shall have the meaning ascribed thereto in Section 8.1(e) (*Passenger Rail Service*).

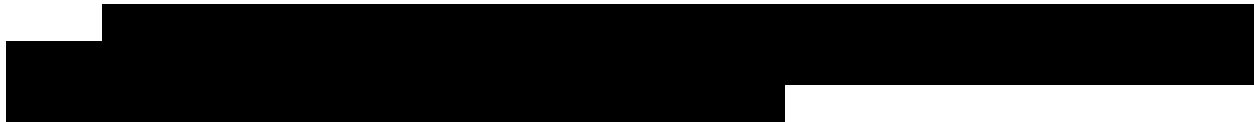
“**Governmental Authority**” shall mean any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall include the STB but shall not include VPRA.

“**Hazardous Materials**” shall mean any material that is regulated under Hazardous Materials Laws, because of its quantity, concentration, or physical or chemical characteristics, is defined or included within the definition of a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic chemical,” “toxic substance,” “hazardous chemical,” “extremely hazardous substance,” “pollutant,” “contaminant,” “solid waste,” or any other words of similar meaning or significance within the context used under any applicable Hazardous Materials Laws. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance” or a “pollutant or contaminant” under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C § 9601 et seq., including asbestos-

containing materials and lead-based paint, as well as petroleum, including crude oil or any fraction thereof.

“**Hazardous Materials Law**” shall mean all present and future federal, state, or local Law relating to pollution, protection of the environment or natural resources or to human health and safety as it is affected by environmental conditions in, on, under, or about the NSR-Conveyed Property and V-Line Conveyance, including, without limitation, soil, air quality, water, water quality, and groundwater conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.A. §§ 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j.

“**Horn Track**” shall mean, to the extent of Norfolk Southern Railway’s rights thereto, (i) approximately 800 feet of the land under the so called “Horn Track” east of MP 10.76 and (ii) all of the above ground improvements on (i) as well as between MP 10.76 and AF Tower.



“**Initial NSR-Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**Initial Surveys**” shall have the meaning ascribed thereto in Section 6.1(a) (*Initial Surveys*).

“**Initial Term**” shall have the meaning ascribed thereto in Section 31.1 (*Term*).

“**Intercity Operating Schedule**” shall mean the weekday and weekend Intercity Operating Schedule as set forth in Exhibit S (*Intercity Operating Schedule*).

“**Intercity Passenger Rail Service**” shall mean Intercity Passenger Rail Service – Commonwealth-Supported and Intercity Passenger Rail Service – Long-Distance.

“**Intercity Passenger Rail Service – Commonwealth-Supported**” shall mean passenger rail routes of not more than seven hundred fifty (750) miles operated by a VPRA User in the Commonwealth and funded in part by the Commonwealth: (a) pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 State. 4848, or (b) otherwise.

“**Intercity Passenger Rail Service – Long-Distance**” shall mean any intercity passenger rail route or service operated by a VPRA User in the Commonwealth other than Intercity Passenger Rail Service – Commonwealth-Supported.

“**Intercity Passenger Rail Service Provider**” shall mean any provider of Intercity Passenger Rail Service, which for clarity, does not include VRE, which provides Commuter Rail Service.

“**Intermediary Assignment**” shall have the meaning ascribed thereto in Section 28.1 (Assignment).

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

“**Law**” or “**Laws**” shall mean any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the Parties, the Transaction, trackage, infrastructure, other facilities, and the NSR-Conveyed Property and V-Line Conveyance and the associated rail corridor or any portion thereof, including, without limitation, Hazardous Materials Laws, whether or not in the present contemplation of the Parties, including without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts, and any other body or bodies exercising similar functions, having or acquiring jurisdiction of, or which may affect or be applicable to, the NSR-Conveyed Property and V-Line Conveyance and the associated rail corridor or any part thereof and of the trackage, infrastructure, and other facilities thereon.

“**Layover Facility**” shall have the meaning ascribed thereto in Section 11.111.1(d) (*NSR-Delivered Scope*).

“**Level of Utility**” shall mean a condition which permits both freight trains and passenger trains to operate at the Federal Railroad Administration maximum authorized freight train or passenger train speeds, respectively, corresponding to the FRA track classification existing as of the Closing Date, with a reasonable degree of reliability.

“**Manassas**” shall have the meaning ascribed thereto in the Recitals.

“**Manassas Line Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement over the Manassas Segment and the Seminary Passage; NSR-Conveyed Property*).

“**Manassas Line Deed**” shall have the meaning ascribed thereto in Section 5.3 (*Conveyance of Manassas Line Conveyed Property*).

“**Manassas Line Freight Easement**” shall have the meaning ascribed thereto in Section 5.3(e) (*Conveyance of Manassas Line Conveyed Property*).

“**Manassas Line Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.1(b)(iii) (*NSR-Conveyed Property*).

“**Manassas Line Personal Property**” shall have the meaning ascribed thereto in Section 2.1(b)(ii) (*NSR-Conveyed Property*).

“**Manassas Line Real Property**” shall have the meaning ascribed thereto in Section 2.1(b)(i) (*NSR-Conveyed Property*).

“**Manassas Passenger Easement**” shall have the meaning ascribed thereto in Section 2.1(a) (*Manassas Passenger Easement*).

“**Manassas-Roanoke Segment**” shall have the meaning ascribed thereto in Section 19.1(c) (*Trackage Rights Compensation*).

“**Manassas Segment**” shall have the meaning ascribed thereto in Section 2.1(a) (*Manassas Passenger Easement*).

“**Manassas Segment Deed of Easement**” shall have the meaning ascribed thereto in Section 5.2 (*Conveyance of Manassas Passenger Easement*).

“**Marketable Title**” shall mean title that a title insurance company licensed to do business in the Commonwealth will insure at its regular rates subject only to standard exceptions (including, without limitation, any exceptions related to the fact that the relevant properties are or are intended to be used as for an operating railroad) and those stated in Section 5.3 (*Conveyance of Manassas Line Conveyed Property*), Section 5.6 (*Conveyance of Broad Run Conveyed Property*) and Section 5.7 (*V-Line Closing*), as applicable.

“**Mediation**” shall have the meaning ascribed thereto in Section 29.3(a) (*Mediation*).

“**Merchants Site**” shall mean [●].

“**MofW Scope**” shall have the meaning ascribed thereto in Section 11.2 (*MofW Scope*).

“**Narrows**” shall have the meaning ascribed thereto in the Recitals.

“**New Depot Building**” shall have the meaning ascribed thereto in the Recitals.

“**N-Line**” shall mean Norfolk Southern Railway’s mainline tracks between either (i) Roanoke and Christiansburg, or (ii) if VPRA acquires the Radford Layover Parcel, Roanoke and Radford.³⁷

“**Nokesville-Calverton Double Track Project**” shall mean an improvement project containing all material components of the project depicted in Exhibit T (*Nokesville-Calverton Double Track Project*).

[REDACTED]

[REDACTED]

“**Non-Casualty Party**” shall have the meaning ascribed thereto in Section 18.1 (*Catastrophic Event*).

[REDACTED]

“**Non-NSR Person**” shall mean any of the following Persons:

- (i) employees of VPRA (but it is expressly understood and agreed that any labor furnished by Norfolk Southern Railway for and on behalf of VPRA under any provision of this Agreement shall not be regarded for the purposes of this definition as employees of VPRA);
- (ii) employees of a VPRA User (but it is expressly understood and agreed that any labor furnished by Norfolk Southern Railway for and on behalf of any VPRA

³⁷ NTD: [REDACTED]

³⁸ Note to Draft: [REDACTED]

User under any provision of this Agreement shall not be regarded for the purposes of this definition as employees of a VPRA User);

(iii) any Person (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees) who is on a Passenger Rail Service Train (including private cars but excluding business cars of Norfolk Southern Railway) operated by or for the account of VPRA or a VPRA User;

(iv) any Person (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees) at or adjacent to a passenger station used by any VPRA User who is there in connection with the Passenger Rail Service for the purpose of boarding or detraining from any Passenger Rail Service Train, meeting a Passenger Rail Service Train, purchasing a ticket, making a reservation, or obtaining information about VPRA User's service, conducting business with VPRA or any VPRA User (including a vendor from whom VPRA or any VPRA User receives compensation), or passengers riding on a Passenger Rail Service Train;

(v) any Person at or adjacent to a passenger station who is providing local transportation to or accompanying a Person described in (iv) above;

(vi) at stations that are used by a VPRA User and that are not used by Norfolk Southern Railway or by tenants of Norfolk Southern Railway, all Persons other than: (a) NSR Agents or Employees (unless the NSR Agents or Employees also meet the definition of Coincidental NSR Employee Passenger) and (b) Persons accompanying or doing business with such NSR Agents or Employees; and

(vii) at stations used jointly by Norfolk Southern Railway and a VPRA User, or in which Norfolk Southern Railway leases space to third parties, any Persons who are at the station for a purpose directly related to VPRA's use, or VPRA User's use, of the station (including Persons dealing with a lessee of VPRA and/or a VPRA User in that station), and including but not limited to those described in (iii), (iv) or (v), above (including any Coincidental NSR Employee Passenger, but excluding all other NSR Agents or Employees).

provided, however, that in all cases the definition of Non-NSR Person shall exclude any Person who is struck by improperly secured equipment or cargo of a Norfolk Southern Railway Train operated on tracks at or adjacent to a passenger station, other than an employee of VPRA or an employee of a VPRA User.

“Non-NSR Property” shall mean (i) the property of a Person at the time such Person meets the definition of a Non-NSR Person; (ii) any locomotive, passenger car, or any other property or equipment owned by, leased to, used by or otherwise in control, custody, or possession of VPRA and/or a VPRA User; (iii) Norfolk Southern Railway property on which it demonstrates fuel oil was spilled from a VPRA or VPRA User locomotive or on which fuel oil spilled by VPRA or a VPRA User or a contractor thereof while fueling a VPRA or a VPRA User locomotive; or (iv) the

property of third parties on which fuel oil was spilled by VPRA or a VPRA User or a contractor thereof while fueling a VPRA or a VPRA User locomotive.

“**Norfolk Southern Railway**” shall have the meaning ascribed thereto in the Preamble.

“**Norfolk Southern Railway Indemnified Parties**” shall mean Norfolk Southern Railway, its parent company, its affiliates, and any and all of their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns.

“**NRV/Radford Valuation Maps**” shall have the meaning ascribed thereto in Section 5.11(c) (*Legal Descriptions*).

“**NRV Station**” shall mean the station to be constructed by Norfolk Southern Railway on the NRV Station Parcel and conveyed to VPRA on the NRV Station Closing Date.

“**NRV Station Closing Date**” shall have the meaning ascribed thereto in Section 2.3(a)(v) (*Purchase Price*).

“**NRV Station Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**NRV Station Deed**” shall have the meaning ascribed thereto in Section 5.8 (*NRV Station Closing and Radford Layover Closing*).

“**NRV Station Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.1(b)(xii) (*NSR-Conveyed Property*).

“**NRV Station Parcel**” shall have the meaning ascribed thereto in the Recitals.

“**NRV Station Payment**” shall have the meaning ascribed thereto in Section 2.3(a)(v) (*Purchase Price*).

“**NRV Station Personal Property**” shall have the meaning ascribed thereto in Section 2.1(b)(xi) (*NSR-Conveyed Property*).

“**NRV Station Real Property**” shall have the meaning ascribed thereto in Section 2.1(b)(i) (*NSR-Conveyed Property*).

“**NSR Additional Paving Scope Contribution**” shall have the meaning ascribed thereto in Section 11.3 (*Additional Paving Scope*).

“**NSR Agents or Employees**” shall mean any agents or employees of Norfolk Southern Railway in the course of their agency or employment.

“**NSR-Amtrak Liability Allocation Agreement**” shall mean the agreement or agreements to be entered into by Norfolk Southern Railway and Amtrak related to the allocation of liability and risk of damage with respect to the Purchased Line.

“**NSR-Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**NSR-Conveyed Property Transition Period**” shall have the meaning ascribed thereto in Section 15.1(b)(i) (*Transition Period for NSR Conveyed Property*).

“**NSR Default**” shall have the meaning ascribed thereto in Section 31.2 (*NSR Defaults*).

“**NSR-Delivered Scope**” shall have the meaning ascribed thereto in Section 11.1 (*NSR-Delivered Scope*).

“**NSR-Delivered Scope Work**” shall mean design and construction services, tasks, duties, obligations, services, requirements and activities to be performed, and the administration related thereto, and all items to be provided by Norfolk Southern Railway regarding design and construction of the NSR-Delivered Scope pursuant to this Agreement.

“**NSR Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.1(b)(ix) (*NSR-Conveyed Property*).

“**NSR Off-Corridor Agreement**” shall mean the Amended and Restated Off-Corridor Operating Agreement between Norfolk Southern Railway and National Railroad Passenger Corporation, dated February 1, 2006 (as amended from time to time).

“**NSR Operating Rules**” shall mean the codification of Norfolk Southern Railway’s practices and guidelines for the operation of a Class 1 railroad as required by the Federal Railroad Administration at 49 C.F.R. Part 217.

“**NSR Personal Property**” shall have the meaning ascribed thereto in Section 2.1(b)(ii) (*NSR-Conveyed Property*).

“**NSR Real Property**” shall have the meaning ascribed thereto in Section 2.1(b)(i) (*NSR-Conveyed Property*).

“**NSR-Retained Broad Run Tracks**” shall mean the lines existing as of the Execution Date west of MP 33.6 leading into the passenger station on the Broad Run Corridor and the rail yard in the vicinity of such station.

“**NSR ROW**” shall mean all railroad real property and assets owned or under the primary control of Norfolk Southern Railway between Alexandria and the Westernmost Passenger Service Point, which real property and assets are used or are to be used for the Passenger Rail Service, and excluding any real property and other assets actually conveyed to VPRA under this Agreement.³⁹

“**NSR User**” shall mean Norfolk Southern Railway, its parent company, its affiliates and/or any provider of Freight Rail Service on the NSR-Conveyed Property or V-Line Conveyance pursuant to one or more direct agreements with VPRA.

³⁹ NTD: Definition under review.

“**NSR Valuation Maps**” shall have the meaning ascribed thereto in Section 5.11(a) (*Legal Descriptions*).

“**Objection Notice**” shall have the meaning ascribed thereto in Section 3.1(c) (*Title Examination Due Diligence and Purchase Price Adjustments*).

“**Original Depot Building Parcel**” shall have the meaning ascribed thereto in the Recitals.

“**Outside Closing Date**” shall mean September 5, 2024.

“**Ownership Hourly Rate**” shall have the meaning ascribed to it in Section 10.4(c) (*REA Work Costs*) and Section 11.9(c) (*Eligible Costs*), as applicable.

“**Party**” and “**Parties**” shall have the meaning ascribed thereto in Preamble.

[REDACTED]

“**Passenger Capacity Eligible Project Cost**” shall mean a cost incurred by Norfolk Southern Railway in support of the Passenger Capacity Grant Purposes, which is directly associated with the Passenger Capacity Grant Work and properly payable from the Passenger Capacity Grant Funds.

“**Passenger Capacity Grant Funds**” shall mean funds in the amount of [REDACTED] distributed, or to be distributed, to Norfolk Southern Railway pursuant to Article 13 (*Passenger Capacity Grant*).

“**Passenger Capacity Grant Purposes**” shall have the meaning ascribed thereto in the Recitals.

“**Passenger Capacity Grant Work**” shall mean, in support of the Passenger Capacity Grant Purposes, any and all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, performed or to be performed, and all items tangible and intangible, provided or to be provided by Norfolk Southern Railway pursuant to Article 13 (*Passenger Capacity Grant*).

[REDACTED]

[REDACTED]

“**Passenger Per Train Mile Rate**” shall mean the dollars-per-Train-mile rate that is applied to VPRA User Trains with respect to the Current Charges, which rate is initially set at

[REDACTED] and escalated in accordance with Section 19.2 (Current Charges).

“**Passenger Performance Regime**” shall mean the system of measuring on time performance of the Passenger Rail Service, [REDACTED] pursuant to Section 8.2 (Passenger Performance Regime) and [REDACTED].

“**Passenger Rail Operations**” shall mean the operation of the Purchased Line, the Manassas Segment, the Seminary Passage, or the Roanoke Easement Area for Excursion Passenger Rail Service, Commuter Rail Service, for Intercity Passenger Rail Service – Commonwealth-Supported, and for Intercity Passenger Rail Service – Long-Distance.⁴⁰

“**Passenger Rail Service**” has the meaning ascribed thereto in Section 8.1(a) (Passenger Rail Service).

“**Performance Managers Committee**” shall have the meaning ascribed thereto in Section 22.1 (Performance Managers Committee).

“**Person**” shall mean any individual (including the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including VPRA.

“**Pipe and Wire Easement Agreement**” has the meaning ascribed thereto in Section 5.1(j) (Closing Date).

“**Positive Train Control**” and “**PTC**” shall mean any system designed to prevent train-to-train collisions, over-speed derailments, incursions into established work zones, and movements of Trains through switches left in the wrong position.

“**Proposed Adjustment Amount**” shall have the meaning ascribed thereto in Section 3.1(b) (Title Examination Due Diligence and Purchase Price Adjustments).

“**Purchase Price**” shall have the meaning ascribed thereto in Section 2.3 (Purchase Price).

[REDACTED]

“**Purchased V-Line**” shall have the meaning ascribed thereto in the 2022 CRA.

⁴⁰ NTD: Definition under review.

⁴¹ Note to NSR: [REDACTED]

“Purchased V-Line Transition Period” shall have the meaning ascribed thereto in Section 15.1(a)(i) (*Transition Period for Purchased V-Line*).

“Quarterly Indexes of Chargeout Prices and Wage Rates (1977=100)” shall have the meaning ascribed thereto in the AAR official website: <https://www.aar.org/rail-cost-indexes/> or similar AAR official publication as further set forth in Section 19.4 (*Minimum Take or Pay Amount*).

“Radford” shall mean the City of Radford, Commonwealth of Virginia.

“Radford Layover Closing” shall have the meaning ascribed thereto in Section 5.8 (*NRV Station Closing and Radford Layover Closing*).

“Radford Layover Closing Date” shall have the meaning ascribed thereto in Section 2.3(a)(vi) (*Purchase Price*).

“Radford Layover Conveyed Property” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“Radford Layover Deed” shall have the meaning ascribed thereto in Section 5.8 (*NRV Station Closing and Radford Layover Closing*).

“Radford Layover Miscellaneous Property” shall have the meaning ascribed thereto in Section 2.1(b)(xv) (*NSR-Conveyed Property*).

“Radford Layover Parcel” shall have the meaning ascribed thereto in the Recitals.

“Radford Layover Payment” shall have the meaning ascribed thereto in Section 2.3(a)(vi) (*Purchase Price*).

“Radford Layover Personal Property” shall have the meaning ascribed thereto in Section 2.1(b)(xiv) (*NSR-Conveyed Property*).

“Radford Layover Real Property” shall have the meaning ascribed thereto in Section 2.1(b)(xiii) (*NSR-Conveyed Property*).

“REA Long Stop Date” shall mean the fourth (4th) anniversary of the 2022 Closing Date.

“REA Reimbursement Cap” shall mean [REDACTED].

“REA Work” shall mean design and construction services, tasks, duties, obligations, services, requirements and activities to be performed, and the administration related thereto, and all items to be provided by Norfolk Southern Railway regarding design and construction of the Roanoke Easement Area Improvements pursuant to this Agreement.

“REA Work Costs” shall mean all reasonable and actual costs and expenses, internal and external, direct and incidental, that comply with the terms and conditions of this Agreement, incurred by Norfolk Southern Railway in performing its obligations or exercising its rights

pursuant to Article 10 (*Roanoke Easement Area Improvements*), including without limitation acquisition of any rights in real property to complete the Roanoke Easement Area Improvements. Overhead and indirect expenses shall be calculated using audited rates approved by the Federal Highway Administration and/or Federal Railroad Administration, as applicable.

“**Records**” shall have the meaning ascribed thereto in Section 19.6(a) (*Audits and Record-keeping*).

“**Regulatory Approval**” shall mean any authorization, approval or permit required or granted by any governmental entity having jurisdiction over the NSR-Conveyed Property and V-Line Conveyance and the associated railroad corridor, including, but not limited to, the Commonwealth.

“**Release**” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing Hazardous Materials).

“**Remediation**” shall mean (i) remediation that (a) has been required by a Governmental Authority pursuant to applicable Hazardous Material Law to respond to the presence or release of Hazardous Materials within the Roanoke Easement Area which were present or had been released prior to the 2022 Closing Date except to the extent (I) such presence or release was disclosed by Norfolk Southern Railway to VPRA prior to the 2022 Closing Date, or (II) caused or contributed to by VPRA; and (b) has been subject to a plan of remediation formulated by VPRA, provided to Norfolk Southern Railway for review and approval, which approval shall not be unreasonably withheld, provided such plan utilizes institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Roanoke Easement Area for railroad purposes, including a proposed schedule and methodology designed to minimize interference with the use of the Roanoke Easement Area by the Parties, and approved by the applicable regulatory authority, (ii) prior to the V-Line Closing, remediation that (a) has been required by a Governmental Authority pursuant to applicable Hazardous Material Law to respond to the presence or release of Hazardous Materials within the Purchased V-Line which were present or had been released prior to the 2022 Closing Date except to the extent (I) such presence or release was disclosed by Norfolk Southern Railway to VPRA prior to the 2022 Closing Date, or (II) caused or contributed to by VPRA; and (b) has been subject to a plan of remediation formulated by VPRA, provided to Norfolk Southern Railway for review and approval, which approval shall not be unreasonably withheld, provided such plan utilizes institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the Purchased V-Line for railroad purposes, including a proposed schedule and methodology designed to minimize interference with the use of the Purchased V-Line by the Parties, and approved by the applicable regulatory authority, and (iii) upon and after the Closing, remediation that (a) has been required by a Governmental Authority pursuant to applicable Hazardous Material Law to respond to the presence or release of Hazardous Materials within the NSR-Conveyed Property which were present or had been released prior to Closing except to the extent (I) such presence or release was disclosed by Norfolk Southern Railway to VPRA prior to Closing, or (II) caused or contributed to by VPRA; and (b) has been subject to a plan of remediation formulated by VPRA, provided to Norfolk Southern Railway for review and approval, which approval shall not be unreasonably

withheld, provided such plan utilizes institutional and engineering controls to achieve an industrial/commercial level of remediation consistent with the use of the NSR-Conveyed Property for railroad purposes, including a proposed schedule and methodology designed to minimize interference with the use of the NSR-Conveyed Property by the Parties, and approved by the applicable regulatory authority.⁴²

“**Respective Owner**” shall have the meaning ascribed thereto in Section 14.3 (*Removal of Employees*).

“**Respective Portion**” shall have the meaning ascribed thereto in Section 18.1 (*Catastrophic Event*).

“**Roanoke**” shall mean the City of Roanoke, Commonwealth of Virginia.

“**Roanoke-Christiansburg/Radford Improvements**” shall have the meaning ascribed thereto in the Recitals.

“**Roanoke Easement Area**” shall mean the NSR ROW between the passenger platform in Roanoke, through the Norfolk Southern Railway railway yard to and through the Salem Crossovers (including MP SX-0.0 and MP SX 1.0) to the boundary of the Purchased V-Line, as more particularly described in the 2022 CRA.

“**Roanoke Easement Area Improvements**” shall have the meaning ascribed thereto in Section 10.1 (*Roanoke Easement Area Improvements; REA Long Stop Date*).

“**Roanoke Station**” shall mean [●].

“**Salem Crossovers**” shall mean the rail line connection that extends approximately one and 75/100 (1.75) miles between the N-Line and the Purchased V-Line, west of Roanoke, that includes MP SX 0.0 and MP SX 1.0.

“**Second Installment Payment**” shall have the meaning ascribed thereto in Section 2.3(a)(iii) (*Purchase Price*).

“**Second Installment Payment Date**” shall have the meaning ascribed thereto in Section 2.3(a)(iii) (*Purchase Price*).

“**Seminary Passage**” shall have the meaning ascribed thereto in the Recitals.

“**Seminary Passage Conveyed Property**” shall have the meaning ascribed thereto in Section 2.1(c) (*Manassas Passenger Easement; NSR-Conveyed Property*).

“**Seminary Passage Deed of Easement**” shall have the meaning ascribed thereto in Section 9.2 (*Seminary Passage Deed of Easement*).

⁴² NTD: Under review by NSR Environmental.

“**Seminary Passage Freight Easement**” shall have the meaning ascribed thereto in Section 5.4(e) (*Conveyance of Seminary Passage Conveyed Property*).

“**Seminary Passage Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.1(b)(vi) (*NSR-Conveyed Property*).

“**Seminary Passage Personal Property**” shall have the meaning ascribed thereto in Section 2.1(b)(v) (*NSR-Conveyed Property*).

“**Seminary Passage Purchase Price**” shall have the meaning ascribed thereto in Section 2.3 (*Purchase Price*).

“**Seminary Passage Real Property**” shall have the meaning ascribed thereto in Section 2.1(b)(iv) (*NSR-Conveyed Property*).

“**Seminary Yard**” shall mean that set of tracks east of Cameron Run and just east of switches at approximately MP 10.76 and extending eastward for a distance of approximately 1.25 miles to the end of Norfolk Southern Railway ownership at MP 9.25, at an operating station defined as Val. Seminary Yard is bounded by CSX Transportation, Inc. to the north and east and by the Washington Metropolitan Area Transit Authority to the south. For the avoidance of doubt, Seminary Yard does not include the Horn Track.

“**Senior Representative Negotiations**” shall have the meaning ascribed thereto in Section 29.2 (*Senior Representative Negotiations*).

“**Southern-Most Station**” shall mean the operational passenger station used for the Passenger Rail Service under this Agreement that is the farthest south and west within territory dispatched by Norfolk Southern Railway, which initially will be the passenger platform in Roanoke.

“**Standard Customer OTP**” shall have the meaning ascribed thereto in Section 8.2(c) (*Passenger Performance Regime*).

“**STB**” shall mean the United States Surface Transportation Board, an independent federal agency that is charged with the economic regulation of various modes of surface transportation, primarily freight rail.

“**Stop Work Notice**” shall have the meaning ascribed thereto in Section 2.3(b) (*Stop Work Notice*).

“**Study Period**” shall have the meaning ascribed thereto in Section 3.1(a) (*Title Examination Due Diligence and Purchase Price Adjustments*)

[REDACTED]

“**TBT**” shall mean the Norfolk Southern Railway Thoroughbred Bulk Transfer Facility located in Alexandria, VA on the south side of the Manassas Line, comprised of approximately

[XX] acres between mileposts MP 12.1 and MP 10.89 and inclusive of the parcel on the eastern side of the developed portion of the Thoroughbred Bulk Transfer Facility.

“**Term**” shall have the meaning ascribed thereto in Section 31.1 (*Term*).

“**Third Roanoke Frequency**” shall mean a daily passenger rail round trip between Alexandria and the passenger platform at Roanoke, which round trip is in addition to, and not in the place of, the Baseline First Frequency or the Baseline Second Frequency.

“**Title Deficiency Statement**” shall have the meaning ascribed thereto in Section 3.1(b) (*Title Examination Due Diligence and Purchase Price Adjustments*).

“**Trackage Rights**” shall mean those rights conferred on a third party with respect to a Trackage Rights Agreement.

“**Trackage Rights Agreement**” shall mean the rights arising by agreement between (i) Norfolk Southern Railway and other rail carriers to use the tracks or right-of-way on the Manassas Line Conveyed Property for the transport of rail traffic; without imparting an ownership interest to the other rail carriers or (ii) VPRA and other rail carriers to use the tracks or right-of-way on the V-Line Conveyance for the transport of rail traffic; without imparting an ownership interest to the other rail carriers.

“**Train**” shall mean one or more locomotives, coupled with or without cars, whether or not such locomotive or car is moving or stationary.

“**Transaction**” shall have the meaning ascribed thereto in the Recitals.

“**Turnover Date**” shall have the meaning ascribed thereto in Section 11.5(a) (*Completion and Turnover of NSR-Delivered Scope*).

“**Unreasonably Interfere with Freight Rail Operations**” shall mean the exercise of a right or action by VPRA that would result in (i) unreasonable interference consistent with the line of ICC/STB cases originating with Maine, DOT – Acq. Exemption – ME Central R. Co., 8 I.C.C. 2d 835 (1991) or (ii) a negative impact within the applicable territory to one or more of the following, in each case as initially determined by Norfolk Southern Railway, subject to the dispute resolution provisions of Article 29 (*Dispute Resolution*) or a decision of the STB: (A) Norfolk Southern Railway’s costs or ability to perform Freight Rail Service for its customers, including, without limitation, causing modifications to Norfolk Southern Railway service windows if such modification would have a material negative impact on Norfolk Southern Railway costs, (B) Norfolk Southern Railway’s ability to fulfill its common carrier obligation and other freight rail services pursuant to transportation agreements under 49 U.S.C. 10709 or other rights and responsibilities under the ICC Termination Act of 1995, (C) interoperability (i.e., usability for both freight and passenger rail operations) of existing rail infrastructure, or (D) the number or availability of tracks available to Norfolk Southern Railway for freight operations.

“**Unreasonably Interfere with Passenger Rail Operations**” shall mean the exercise of a proposed right that would or would reasonably be expected to unreasonably impair VPRA’s present or future ability to construct, maintain or operate any reasonable planned rail lines for the

purpose of providing Passenger Rail Operations within the applicable portion of the Purchased Line. Any such proposed right will not be construed to Unreasonably Interfere with Passenger Rail Operations if Norfolk Southern Railway can reasonably demonstrate (i) that the conditions, location, track setback and configuration of such proposed rights would meet Norfolk Southern Railway's then-current occupancy standards for its own operating rights of way in the Commonwealth as applied to VPRA's present or future ability to construct, maintain, or operate its planned rail lines within the applicable portion of the Purchased Line, (ii) the impairment is solely on account of the location of any Communication Facilities, Billboard Facilities, or Utility Facilities in place at the Closing Date or any agreements in effect at the Closing Date authorizing the operation and occupation of the same, (iii) the impairment is solely on account of the terms of any applicable license agreement, lease, or other third party agreement of any agreement in effect at the Closing Date, whether assigned to VPRA or reserved to Norfolk Southern Railway pursuant to the Pipe and Wire Easement Agreement, (iv) the impairment is solely on account of any renewal, modification, or replacement of any third party agreement in place on the Closing Date of any type, so long as Norfolk Southern Railway can reasonably demonstrate that the renewal, modification, or replacement does not create any new actual encroachment or actual impediment to any existing or planned projects as such planned projects are listed within the contemporaneous constrained long-range transportation plan(s) of [REDACTED].⁴³

“**User**” shall mean any NSR User or any VPRA User.

“**Utility Facilities**” shall have the meaning ascribed thereto in Section 5.3(h) (*Conveyance of Manassas Line*).

“**VFOIA**” shall have the meaning ascribed thereto in Section 33.12 (*VFOIA*).

“**V-Line Closing**” shall have the meaning ascribed thereto in Section 5.7 (*V-Line Closing*).

“**V-Line Conveyance**” shall have the meaning ascribed thereto in Section 2.2(b) (*Conveyance of V-Line*).

“**V-Line Conveyance Date**” shall have the meaning ascribed thereto in Section 2.3(a)(ii) (*Purchase Price*).

“**V-Line Conveyance Deadline**” shall have the meaning ascribed thereto in Section 2.3(a)(ii) (*Purchase Price*).

“**V-Line Deed**” shall have the meaning ascribed thereto in Section 5.7 (*V-Line Closing*).

“**V-Line Miscellaneous Property**” shall have the meaning ascribed thereto in Section 2.2(a)(iii) (*Conveyance of V-Line*).

“**V-Line Payment Amount**” shall mean \$54,256,000.

⁴³ Note to Draft: [REDACTED].

“**V-Line Personal Property**” shall have the meaning ascribed thereto in Section 2.2(a)(ii) (*Conveyance of V-Line*).

“**V-Line Real Property**” shall have the meaning ascribed thereto in Section 2.2(a)(i) (*Conveyance of V-Line*).

“**Valuation Maps**” shall mean a map or plat created or maintained by (i) Norfolk Southern Railway that depicts the location of the rail corridor in the Manassas Line Conveyed Property (ii) Norfolk Southern Railway that depicts the location of the Broad Run Conveyed Property, (iii) Norfolk Southern Railway that depicts the location of the rail corridor in the Manassas Segment or (iv) VPRA that depicts the location of the rail corridor in the V-Line Conveyance.

“**Virginia-Supported Services Agreement**” shall mean the Grant Agreement for the Provision of Rail Passenger Operations between National Railroad Passenger Corporation and the Virginia Passenger Rail Authority for Fiscal Year 2021, or any substantially similar successor agreement between VPRA and Amtrak governing Intercity Passenger Rail Service – Commonwealth-Supported.

“**VPRA**” shall mean the meaning ascribed thereto in the Preamble.

“**VPRA Default**” shall have the meaning ascribed thereto in Section 31.3 (*VPRA Defaults*).

“**VPRA Indemnified Parties**” shall have the meaning ascribed thereto in Section 14.2(a) (*Compliance*).

“**VPRA User**” shall mean Amtrak, and/or any provider of Intercity Passenger Rail Service on the Purchased Line, the Roanoke Easement Area, or on the NSR ROW between Alexandria and the Westernmost Passenger Service Point pursuant to one or more direct agreements with VPRA, provided that neither VPRA nor any entity for which the principles of sovereign immunity would prevent the VPRA User from providing to Norfolk Southern Railway the protections set forth in Exhibit W (*Liability Provisions Applicable to Future VPRA Users other than Amtrak*), including the indemnity protections, shall be a VPRA User.⁴⁴

“**VRE**” shall have the meaning ascribed thereto in Section 3.6(f) (*VPRA Operating Agreements*).

“**VRE Manassas Territory**” shall mean the railroad corridor and assets over which VRE operates Commuter Rail Service between (i) the passenger station and rail yard at Broad Run and (ii) MP 9.25 in Alexandria.

“**VRE Operating Fee**” shall have the meaning ascribed thereto in Section 8.5(c) (*VRE Service*).

⁴⁴ NTD: Definition under review.

“**Westernmost Passenger Service Point**” shall mean (i) the NRV Station Parcel if the Layover Facility is constructed on the NRV Station Parcel, or (ii) the Radford Layover Parcel if the Layover Facility is constructed on Radford Layover Parcel.⁴⁵

“**WVRI Disbursement Period**” shall mean the period of time beginning with the first installment payment of the WVRI Grant Funds to Norfolk Southern Railway and ending on the WVRI Unused Disbursement Repayment Date, as it may or may not be extended in accordance with Section 12.2(b) (*Timing of Payment of WVRI Grant Funds; WVRI Grant Funds Sunset Date*).

“**WVRI Eligible Project Cost**” shall mean a cost incurred by Norfolk Southern Railway in support of the WVRI Grant Purposes, which is directly associated with the WVRI Grant Work and properly payable from the WVRI Grant Funds.

“**WVRI Grant Funds**” shall mean the funds distributed, or to be distributed, to Norfolk Southern Railway pursuant to Article 12 (*Western Virginia Rail Initiative Grant*).

“**WVRI Grant Purposes**” shall have the meaning ascribed thereto in the Recitals.

“**WVRI Grant Work**” shall mean, in support of the WVRI Grant Purposes, any and all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, performed or to be performed, and all items tangible and intangible, provided or to be provided by Norfolk Southern Railway pursuant to Article 12 (*Western Virginia Rail Initiative Grant*).

“**WVRI Unused Disbursement**” shall mean any of the WVRI Grant Funds that have not been expended by Norfolk Southern Railway.

“**WVRI Unused Disbursement Repayment Date**” shall have the meaning ascribed thereto in Section 12.2(b) (*Timing of Payment of WVRI Grant Funds; WVRI Grant Funds Sunset Date*).

⁴⁵ NTD: Definition under review.

Exhibit B

Real Property Description (Manassas Line)

[•]

Exhibit B-1

Existing Valuation Maps (Manassas Line)

[●]

Exhibit B-2

Bill of Sale (Manassas Line)

[•]

Exhibit C

Real Property Description (Broad Run Corridor)

[•]

Exhibit C-1
Existing Valuation Maps (Broad Run Corridor)

[•]

Exhibit C-2

Bill of Sale (Broad Run Corridor)

[•]

Exhibit D

Real Property Description (NRV Station Parcel)

[•]

Exhibit D-1

Existing Valuation Maps (NRV Station Parcel)

[•]

Exhibit D-2

Bill of Sale (NRV Station Parcel)

[•]

Exhibit E

Real Property Description (Radford Layover)

[•]

Exhibit E-1
Existing Valuation Maps (Radford Layover)

[•]

Exhibit E-2

Bill of Sale (Radford Layover)

[•]

Exhibit F

Real Property Description (V-Line Conveyance)

[•]

Exhibit F-1
Existing Valuation Maps (V-Line Conveyance)

[•]

Exhibit F-2

Bill of Sale (V-Line Conveyance)

[•]

Exhibit G

Real Property Description (Manassas Segment)

[•]

Exhibit G-1

Existing Valuation Maps (Manassas Segment)

[•]

Exhibit H

Real Property Description (Seminary Passage)

[•]

Exhibit H-1

Existing Valuation Maps (Seminary Passage)

[●]

Exhibit H-2

Bill of Sale (Seminary Passage)

[●]

Exhibit I
Engineering Concepts and Requirements

[Attached]

Exhibit J

Form of FIRPTA

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ (“**Company**”), Company hereby certifies to the following:

Company is not a foreign corporation, foreign partnership, foreign trust and foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

Company’s U.S. employer identification number is _____: and

Company’s address is: _____;

Company understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign the document on behalf of the Company.

[COMPANY]

BY: _____

Name: _____

Title: _____

Exhibit K

Owner's Affidavit

[SUBJECT TO REVIEW AND APPROVAL OF TITLE COMPANY]

STATE OF _____

COUNTY OF _____

Personally came before me, the undersigned attesting officer, _____ (“Affiant”), who after first being duly sworn, did depose and aver the following:

Affiant is _____ of _____, ultimate parent of _____ (“Company”), the owner of land described in **Exhibit “A”**, which is attached hereto and made a part hereof (“Property”), which is being sold to _____, a _____ (“Transferee”). As _____ of _____, Affiant in part is responsible to assist in the oversight of matters involving Company.

Affiant avers that to his actual knowledge, Company is in open, notorious, continuous, adverse and peaceable possession of said Property and knows of no one claiming any adverse interest in said property, except as set out below:

See Exhibit “B”

Affiant further avers that to his actual knowledge there are no suits, judgments, bankruptcies or executions pending against Company in any court whatever that could in any way affect the title to said Property, or constitute a lien thereon, and that Company is not surety on any bond that through default of the principal therein a lien would be created superior to any conveyance executed by Company, nor are there any loan deeds, trust deeds, mortgages or liens of any nature whatsoever unsatisfied against said Property, except as set out below and others of record.

N/A

Affiant further avers that to his actual knowledge there are no unpaid bills or work performed by any third party within 120 days prior to the execution of this instrument, either for services of any architect, engineer, or surveyor, or for labor or materials, for any recent improvements that may have been placed on said Property, either in the construction or repair of any of the improvements thereon.

Affiant further avers that to his actual knowledge there are no liens for past due taxes, paving, sidewalk, curbing, sewer or any other street improvements of any kind against said Property.

Affiant further avers that neither he nor Company are foreign persons as defined by Internal Revenue Code Section No. 1445 (PL 98 369, Sec. 129 at 98 Stat 655) dated July 18, 1984.

Affiant further avers that this Affidavit is made for the benefit of Transferee.

Further the Affiant sayeth not.

Sworn to and subscribed before
me, this _____ day of

[COMPANY]

_____, 202_.

By

Notary Public

My commission expires _____

Exhibit A to Owner's Affidavit

Insert Legal

[To be agreed prior to Closing.]

Exhibit B To Owner's Affidavit

List of all third-party agreements

[To be agreed prior to Closing.]

Exhibit L

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this ___ day of _____, 202_ (the “**Assignment and Assumption Agreement**”), is by and among _____, a _____ (“**Assignor**”) and _____, a _____ (“**Assignee**”). Assignor and Assignee are referred to individually here as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, the Parties have entered into that certain Amended & Restated Comprehensive Rail Agreement dated _____ (the “**Contract**”), whereby Assignor has agreed to sell to Assignee the following real property, equipment, fixtures and improvements of Assignor: _____ (the “**Purchased Property**”); and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to assume, certain agreements pursuant to which third parties have rights with respect to the Purchased Property (the “**Ancillary Agreements**”).

NOW, THEREFORE, the Parties hereto, for and in consideration of the Purchased Property, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

Section 1. Assignments.

For value received, Assignor does hereby transfer and assign unto Assignee, all of Assignor’s right, title and interest, covenants, promises, and obligations to the fullest extent that Assignor’s title permits, in those various Ancillary Agreements indicated on **Exhibit A**, attached hereto and made a part hereof.

Section 2. Assumption.

Assignee does hereby accept and assume all of Assignor’s right, title and interest, covenants, promises, and obligations, to the fullest extent that Assignor’s title permits, in those various Ancillary Agreements indicated on **Exhibit A**, and agrees to discharge all right, title and interest, covenants, promises, and obligations of Assignor arising pursuant to the Ancillary Agreements in accordance with their respective terms and conditions of each of the Ancillary Agreements.

Section 3. Erroneous Assignment.

It is the intent of Assignor to assign its interest in only those instruments affecting, and only to the extent that they affect, the Purchased Property. Should any of the Ancillary Agreements (or any portion of one of the respective Ancillary Agreements) not affect or concern the Purchased Property, then, notwithstanding any provision to the contrary herein, this Assignment and Assumption Agreement shall be void and of no effect as to those respective Ancillary Agreements (or the portions thereof) that do not affect or concern the Purchased Property. Upon determination by either party that any instruments have been erroneously included in this Assignment and Assumption Agreement, the instruments shall be promptly returned to Assignor, if already in the custody of Assignee. Further, in the event that any of the respective Ancillary Agreements (or a portion thereof) affects or concerns the Purchased Property but also affects or concerns other property apart from the Purchased Property, then Assignor shall continue to discharge such right, title and interest, covenants, promises, and obligations as the same affect or concern property that is not located within the Purchased Property, with Assignee agreeing doing the same for property that is within the boundaries of the Purchased Property, with each Party treating that Party's right, title and interest, covenants, promises, and obligations as wholly separate agreements with the applicable third party.

Section 4. Governing Law.

The laws of the Commonwealth shall govern the validity of this Assignment and Assumption Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder, without regard to the laws that might otherwise govern under the applicable principles of conflicts of law thereof.

Section 5. Counterparts.

This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6. Successors and Assigns.

This Assignment and Assumption Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption Agreement.

Section 7. Effective Date.

The effective date of this instrument is _____, 202__

(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS The Following Seals and Signatures.

[ASSIGNOR]

By: _____ (Seal)
Printed Name: _____
Title: _____

[ASSIGNEE]

By: _____ (Seal)
Printed Name: _____
Title: _____

Exhibit A to Assignment and Assumption Agreement

[To be agreed prior to Closing]

Exhibit M

Form of Pipe and Wire Easement Agreement

PIPE AND WIRE DEED OF EASEMENT AGREEMENT

This Deed is exempt (i) from recordation taxes pursuant to §58.1-811.A.3 and §58.1-811.C.4 of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E.

This Deed of Easement Agreement (“**Agreement**”) is entered into on this ____ day of _____, 202_, between _____ (“**Grantor**”) and _____ (“**Grantee**”) for the sole purpose of granting a non-exclusive, permanent easement across the Purchased Property (as hereinafter described and defined) for the use and enjoyment of Grantee and related parties in facilitating the continued administration of certain third-party agreements at various locations.

Now, therefore, with the foregoing incorporated as more fully set forth herein, and in consideration of the mutual covenants, conditions and consideration set forth herein, Grantor and Grantee hereby agree as follows:

1. Purchased Property Affected. The property encumbered by the Pipe and Wire Agreements is generally located _____, and more particularly depicted on Exhibit A (“**Purchased Property**”).

2. Easements Granted. Grantor hereby grants to Grantee, for use and enjoyment by Grantee, and the successors, assigns, subsidiaries, affiliates, parent corporation of Grantee, as well as any third parties under agreement with Grantee (collectively referenced herein as “**Grantee Parties**”), non-exclusive, permanent easements over and located on the Purchased Property, and more fully described as follows (the “**Easement**” or “**Easements**” as the contest may require), for the construction, operation, maintenance, relocation, use, occupation, installation, repair, modification, renewal, replacement, and removal by Grantee Parties, of certain improvements, fixtures, facilities, and equipment (including, without limitation, facilities, improvements, fixtures or equipment related to facilitating electric transmission services, communications services, signals, signage, wire, pipe, fiber optic facilities, or other utility services) (“**Pipe and Wire Facilities**”), as otherwise permitted by Grantee pursuant to certain agreements between Grantee, Grantee Parties, or other third parties, as otherwise described on Exhibit B, attached hereto and made a part hereof, (“**Pipe and Wire Agreements**”). The aforementioned Easements shall include the actual area of occupation on, under, above, or across the Purchased Property (whether in the nature of sub-surface, surface, or aerial occupations) occupied by the Pipe and Wire Facilities, along with reasonable respective rights of ingress and egress to and from public roadways, and reasonable clearances on all sides of the Pipe and Wire Facilities reasonably necessary for the use and enjoyment of the rights vested in Grantee Parties pursuant to the respective Pipe and Wire Agreements. Grantor and Grantee agree that “reasonable rights” as used in this Agreement, will be defined as rights no less substantial in quality or specificity than the rights granted to any of the respective Grantee Parties pursuant to the applicable Pipe and Wire Agreements affecting the specific site or Pipe and Wire Facilities in question. Further, no provision of this Agreement shall

be interpreted in any way that would limit the quality or quantity of rights vested in Grantee Parties pursuant to this Agreement to less than the quality or quantity of rights otherwise granted to the applicable Grantee Parties pursuant to the applicable Pipe and Wire Agreements.

3. Abandonment. In the event that Grantee Parties should abandon any Easement granted herein (or any portion thereof), without the intent by Grantee to substitute another party to utilize the same, then, upon request by Grantor, Grantee shall execute a release of such applicable Easement in a form acceptable for recording in the applicable land records in which the abandoned portion the Easement is located. For the purposes of this Agreement, abandonment shall be defined as written notice to Grantor memorializing the intent of Grantee to permanently cease use and enjoyment of the rights granted by any such Easement. Upon delivery of such notice of abandonment, any rights specifically referenced in the aforementioned notice of abandonment shall be deemed terminated as to the date of such notice of abandonment with neither party having any further rights, duties or obligations, except for any rights, duties or obligations arising from the Pipe and Wire Agreements which may survive termination or expiration. Further, Grantee may abandon all Easements, any specific Easement, or any portion of any specific Easement, at any time and at the sole discretion of Grantee, without such notice being deemed a waiver or abandonment of any rights otherwise vested in Grantee Parties for any Easement, or Easements, that are not specifically referenced in such a notice of abandonment. After such written notice of abandonment and upon request by Grantor, Grantee shall provide a release in recordable form evidencing the rights released pursuant to any such written notice of abandonment (with Grantor being responsible for recording, and any associated costs or fees, as Grantor deems necessary or convenient).

4. Maintenance. Except to the extent that any cost, claim or damage to the Pipe and Wire Facilities or Purchased Property may arise from the gross negligence or willful misconduct of Grantor, the subsidiaries, affiliates, or parent companies of either Grantor, or third parties working on behalf of Grantor, whether on the effective date of this Agreement or any time thereafter (“**Owner Parties**”), Grantee Parties shall bear all costs and expenses, claims and liability arising from the Pipe and Wire Facilities located within the Easements granted herein, and the use and enjoyment of any associated rights otherwise granted herein. Grantee covenants and agrees to keep the easement areas in a reasonable state of repair so that Grantor shall retain reasonable rights of access to and across the Purchased Property for Grantor or for any other right holder, tenant, lessee, easement holder or other person or entity with the right to use the Purchased Property prior to the date of the Easements granted herein (except to the extent that any Easements reserved to Grantee Parties are exclusive in nature pursuant to the Pipe and Wire Agreements). Grantor shall keep, can shall cause all Owner Parties to keep, all adjacent property, in Grantor’s possession or control, in a state of repair sufficient for Grantee Parties to fully enjoy the Easements or associated rights granted by this Agreement.

5. Compliance with Applicable Law. Grantee shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, self-insurance requirements, and requirements applicable to its activities under this Agreement.

6. Grantee Provided Insurance. For so long as Grantee claims any respective Easement rights upon the Purchased Property hereunder, Grantee will act as a self-insurer of its liabilities, and will pay all sums which it shall become legally obligated to pay in connection with

the enjoyment of the rights granted herein. Grantee further certifies that it maintains insurance coverage above its self-insured retention.

7. Property Taxes. Grantee shall be responsible for all personal property taxes and special assessments arising solely from the Pipe and Wire Facilities. Any bills solely attributable to a personal property assessment or special assessment for the Pipe and Wire Facilities shall be forwarded promptly by Grantor to Grantee and, if received by Grantee within a reasonable amount of time, paid by the due date. However, no increase or decrease in the assessment of the Purchased Property shall be attributed to the presence of the Pipe and Wire Facilities, and Grantee shall not be responsible for any portion of any real estate tax assessment attributed to such an increase or decrease.

(Signature Page to follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signature Page to Pipe and Wire Easement)

WITNESS the following signatures and seal the day and year first above written.

[GRANTOR]

By

TITLE:

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____ known to me to be the person who, as _____ of _____, the entity that executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said _____ as such officer; that the same is his/her free act and deed as such officer and the free and corporate act and deed of said _____; and that he/she was duly authorized thereunto by its _____.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at _____, _____, this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

(Signature Page to Pipe and Wire Easement)

WITNESS the following signatures and seal the day and year first above written.

[GRANTEE]
By

Title: _____

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____ known to me to be the person who, as _____ of _____, the _____ which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said _____ as such officer; that the same is his/her free act and deed as such officer and the free and corporate act and deed of said _____; and that he/she was duly authorized thereunto by its _____.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at _____, _____, this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

Exhibit A
Description of Purchased Property

[To be agreed prior to Closing based on the corresponding exhibit in the Quitclaim Deed.]

Exhibit B
List of Pipe and Wire Agreements

[To be agreed prior to Closing.]

Exhibit N
Forms of Deeds

[●]

Exhibit N-1⁴⁶

Form of Quitclaim Deed for Manassas Line

This instrument prepared by:

[•]

After recording return to:



Property Address:

Tax Parcel:

Consideration:

This Deed is exempt (i) from recordation taxes pursuant to §58.1-811.A.3 and §58.1-811.C.4 of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E.

THIS DEED, made this ____ day of _____ 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway), and VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia, with a mailing address of _____ (hereinafter called VPRA);

⁴⁶ NTD: Under review by NSR.

WITNESSETH:

That Norfolk Southern Railway, for and in consideration of the sum of [●] (\$[●]) and other good and valuable consideration paid by VPRA to Norfolk Southern Railway, receipt of which is hereby acknowledged, Norfolk Southern Railway does hereby quitclaim and convey unto VPRA, and its successors, and assigns the following described Manassas Line Conveyed Property, portions of which are located in [●]; to wit:

SEE EXHIBIT A, attached hereto and made a part hereof (hereinafter referenced as the “**Manassas Line Conveyed Property**”).

For purposes of this Deed, “CRA” shall mean the Amended and Restated Comprehensive Rail Agreement dated as of _____, 2024 between Grantor and the Grantee, as amended, restated or supplemented from time to time, and capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the CRA.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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⁴⁷ Note to Draft: VPRA will add the relevant RTOs and planning documents.

[Redacted]

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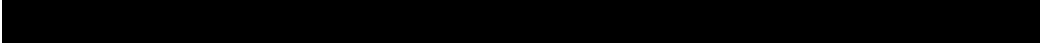
[Redacted]

[Redacted]

[Redacted]

[Redacted]

(Signature Page to Follow)



By NORFOLK SOUTHERN RAILWAY COMPANY

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____
_____ known to me to be the person who, as _____ of Norfolk Southern Railway
Company, the corporation which executed the foregoing instrument, signed the same, and
acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said
corporation as such officer; that the same is his/her free act and deed as such officer and the free
and corporate act and deed of said corporation; and that he/she was duly authorized thereunto by
its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my
official seal, at _____, _____, this _____ day of
_____, 20__.

My commission expires: _____

Notary Public

By VIRGINIA PASSENGER RAIL AUTHORITY

STATE OF VIRGINIA)

CITY OF RICHMOND)

Before me, a Notary Public in and for the said City, personally appeared _____ known to me to be the person who, as [*insert title*], the entity which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his/her free act and deed as such officer and the free and corporate act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Richmond, Virginia, this _____ day of _____, 20__.

My commission expires: _____

Notary Public

Exhibit A to Quitclaim Deed

Manassas Line Conveyed Property Description

[The Existing Valuation Maps listed in Exhibit B-1 will be put into the proper form and added to this Exhibit A prior to Closing.]

Exhibit B to Quitclaim Deed

Excluded Manassas Line Conveyed Property Parcels

None.

Exhibit C to Quitclaim Deed

List of Billboards

None

Exhibit N-2

Form of Quitclaim Deed for Broad Run Corridor

[●]

Exhibit N-3

Form of Quitclaim Deed for V-Line Conveyance

[●]

Exhibit N-4⁴⁸

Form of Deed of Easement for Manassas Segment

This instrument prepared by:

[•]

After recording return to:



Property Address:

Tax Parcel:

Consideration:

This Deed is exempt (i) from recordation taxes pursuant to §58.1-811.A.3 and §58.1-811.C.4 of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E.

THIS DEED, made this _____ day of _____ 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway), and VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia, with a mailing address of _____ - _____ (hereinafter called VPRA);

⁴⁸ NTD: Under review by NSR.

WITNESSETH:

That Norfolk Southern Railway herein, for and in consideration of the sum of [●] \$([●]) and other good and valuable consideration paid by VPRA to Norfolk Southern Railway, receipt of which is hereby acknowledged, Norfolk Southern Railway does hereby convey unto VPRA, and its successors, and assigns a permanent, perpetual, irrevocable, assignable, divisible, licensable and transferable easement for Passenger Rail Operations (as hereinafter defined) in, over, under, across, and upon the following described Manassas Segment, which is located in the vicinity of [●]; to wit:

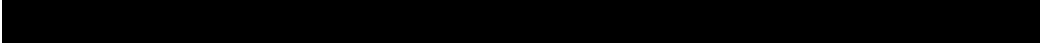
SEE EXHIBIT A, attached hereto and made a part hereof (hereinafter referenced as the “Manassas Segment”).

[REDACTED]



(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



By NORFOLK SOUTHERN RAILWAY COMPANY

STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____
_____ known to me to be the person who, as _____ of Norfolk Southern Railway
Company, the corporation which executed the foregoing instrument, signed the same, and
acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said
corporation as such officer; that the same is his/her free act and deed as such officer and the free
and corporate act and deed of said corporation; and that he/she was duly authorized thereunto by
its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official
seal, at _____, _____, this _____ day of _____, 20 ____.

My commission expires: _____

Notary Public

Exhibit A to Deed of Easement

Manassas Segment Description

[The Existing Valuation Maps listed in Exhibit H will be put into the proper form and added to this Exhibit A prior to Closing.]

Exhibit N-5⁴⁹

Form of Deed of Easement for Seminary Passage

This instrument prepared by:

[•]

After recording return to:



Property Address:

Tax Parcel:

Consideration:

This Deed is exempt (i) from recordation taxes pursuant to §58.1-811.A.3 and §58.1-811.C.4 of the Code of Virginia (1950), as amended, and (ii) from the payment of Clerk's fees pursuant to §§ 17.1-266 and 17.1-279.E.

THIS DEED, made this ____ day of _____ 20____ by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (hereinafter called Norfolk Southern Railway), and VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia, with a mailing address of _____ - _____ (hereinafter called VPRA);

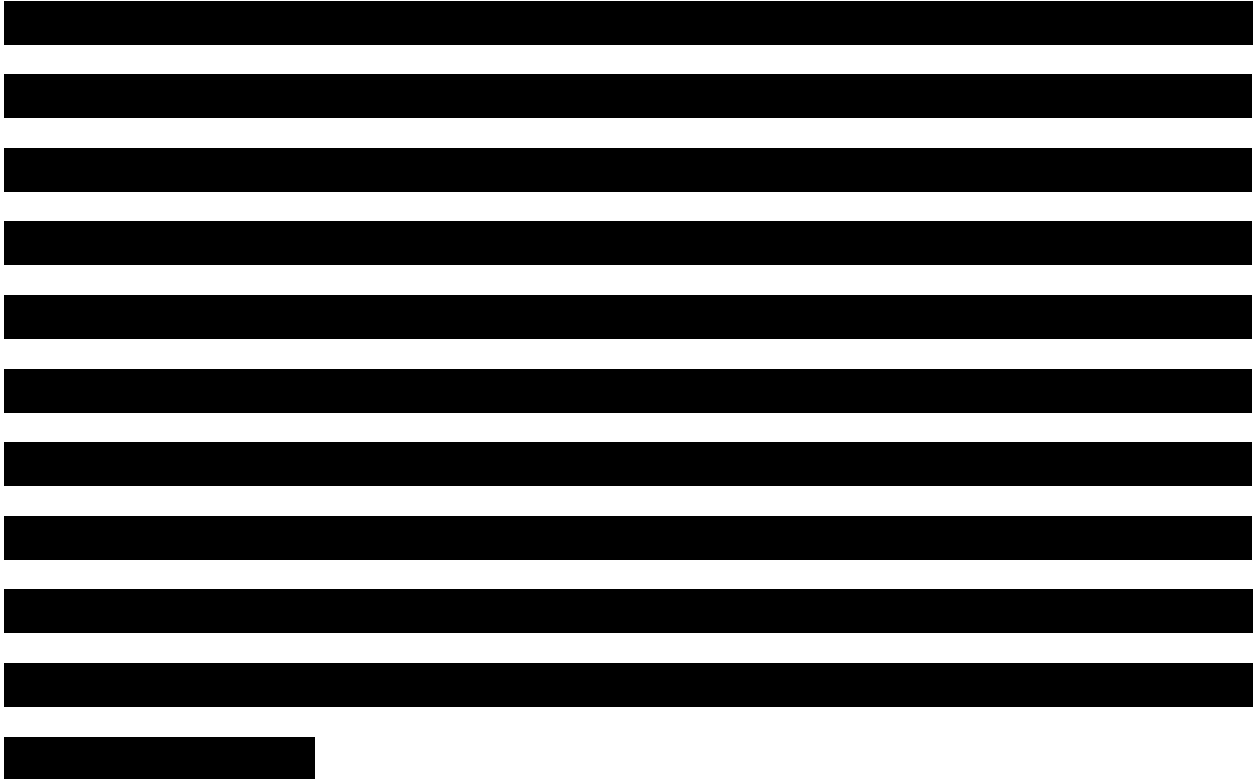
⁴⁹ NTD: Under review by NSR.

WITNESSETH:

That Norfolk Southern Railway herein, for and in consideration of the sum of [●] \$([●]) and other good and valuable consideration paid by VPRA to Norfolk Southern Railway, receipt of which is hereby acknowledged, Norfolk Southern Railway does hereby convey unto VPRA, and its successors, and assigns a non-exclusive, irrevocable, assignable, divisible, licensable and transferable easement for Passenger Rail Operations (as hereinafter defined) lasting for ten (10) years running from [●] in, over, under, across, and upon the following described Seminary Passage, which is located in the vicinity of [●]; to wit:

SEE EXHIBIT A, attached hereto and made a part hereof (hereinafter referenced as the “Seminary Passage”).

[Redacted]



(Signature Page to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



NORFOLK SOUTHERN RAILWAY COMPANY

By

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public in and for the said County, personally appeared _____ known to me to be the person who, as _____ of Norfolk Southern Railway Company, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his/her free act and deed as such officer and the free and corporate act and deed of said corporation; and that he/she was duly authorized thereunto by its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at _____, _____, this _____ day of _____, 20__.

My commission expires: _____

Notary Public

Exhibit A to Deed of Easement

Seminary Passage Description

[The Existing Valuation Maps listed in Exhibit G-1 will be put into the proper form and added to this Exhibit A prior to Closing.]

Exhibit N-6
Form of Deed of Confirmation

[●]

Exhibit N-7

Form of Quitclaim Deed for Seminary Passage

[●]

Exhibit O

NSR Abandonments

[Note to Draft: NSR to confirm.]

None.

Exhibit P

NSR Trackage Rights Agreements

[Note to Draft: NSR to confirm.]

None.

Exhibit Q

V-Line Abandonments

[Note to Draft: VPRA to confirm.]

None.

Exhibit R

V-Line Trackage Rights Agreements

[Note to Draft: VPRA to confirm.]

None.

Exhibit S
Intercity Operating Schedule⁵⁰

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

⁵⁰ Note to NSR: [Redacted].

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Exhibit T

Nokesville-Calverton Double Track Project

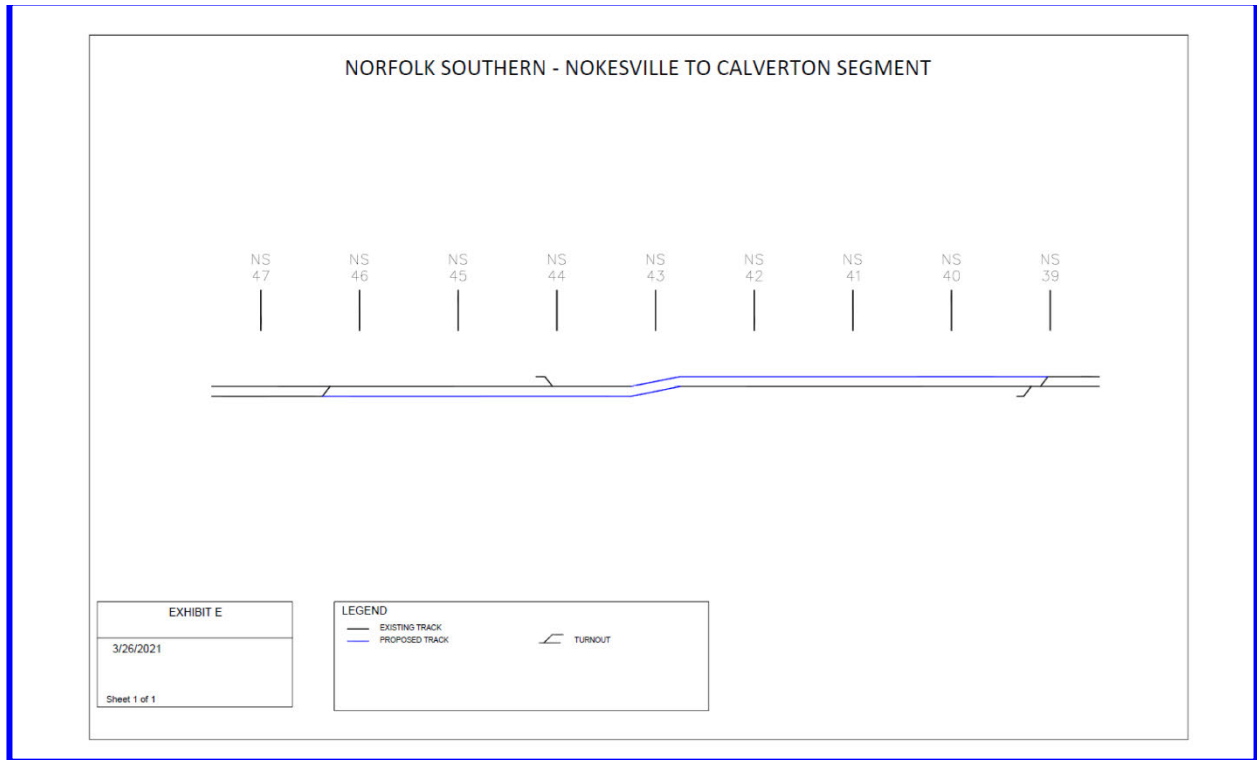


Exhibit U

Liability Insurance Requirements for VPRA Contractors

A. Construction Contractors – The requirements below are intended to provide protection to the parties under contracts issued by VPRA for construction services along the Purchased Line.

1. Limits of Liability Insurance

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- 2. Norfolk Southern Railway included as an Additional Insured
- 3. Contractor and its insurer waive right of recovery/subrogation against Norfolk Southern Railway
- 4. No exclusion for contractual liability to railroads
- 5. Cross liability of insureds and severability of interests of insureds
- 6. Contractor coverage is primary and non-contributory with respect to coverage carried by additional insureds

B. Maintenance Contractors – The requirements below are intended to provide protection to the parties under contracts issued by VPRA for maintenance services along the Purchased Line.

1. Limits of Insurance

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- 2. Norfolk Southern Railway included as an Additional Insured
- 3. Contractor and its insurer waive right of recovery/subrogation against Norfolk Southern Railway
- 4. No exclusion for contractual liability to railroads
- 5. Cross liability of insureds and severability of interests of insureds
- 6. Contractor coverage is primary and non-contributory with respect to coverage carried by additional insureds

Exhibit V

Proposed Site of Bedford Amtrak Station at Macon Street between MP 229 and 230

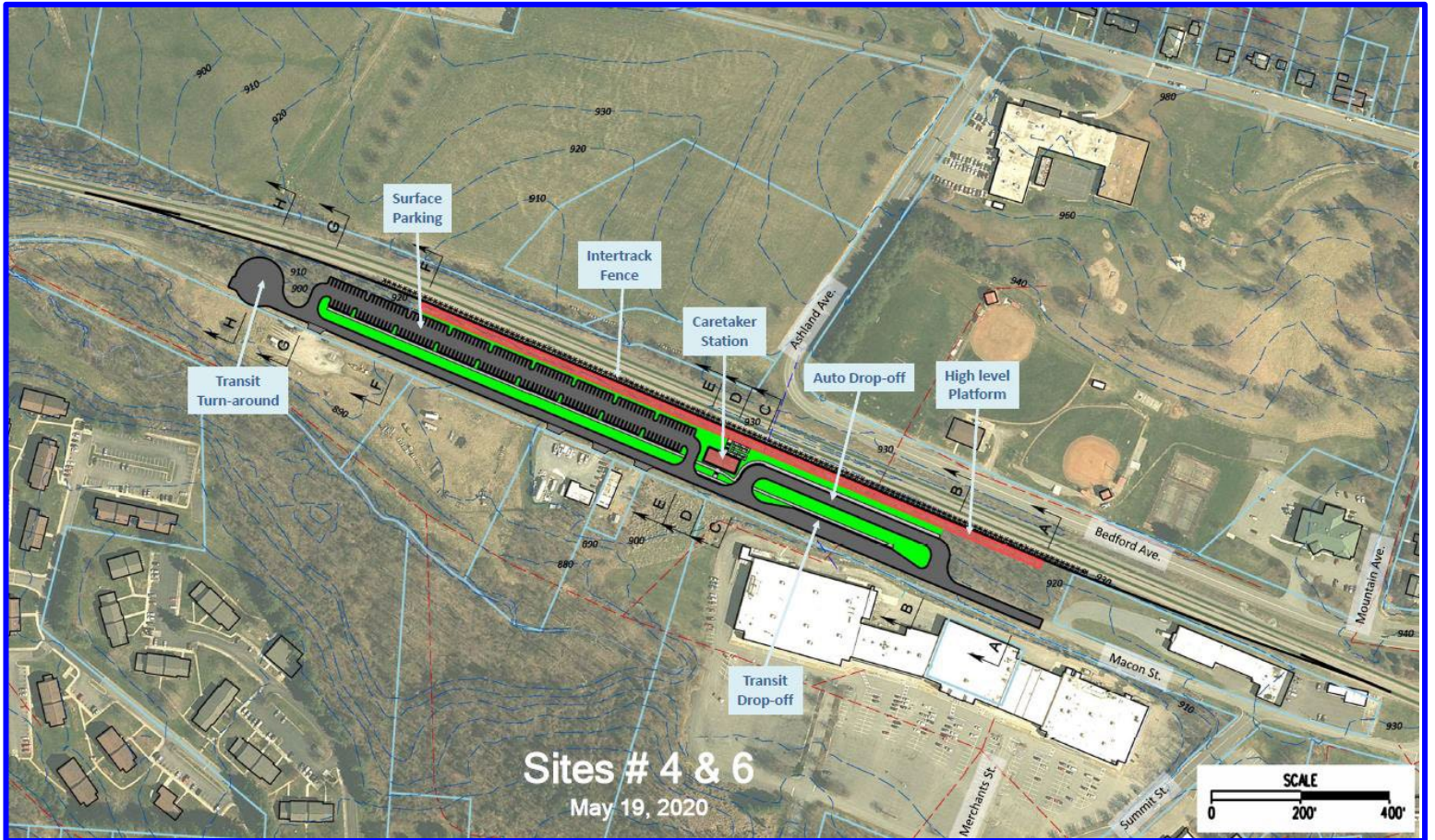


Exhibit W

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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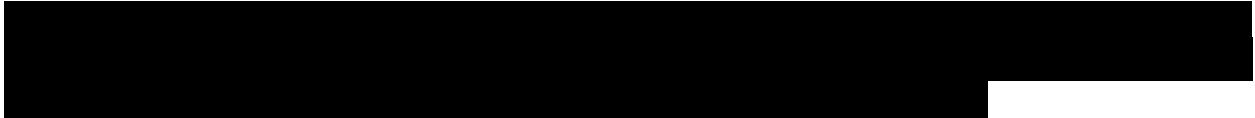
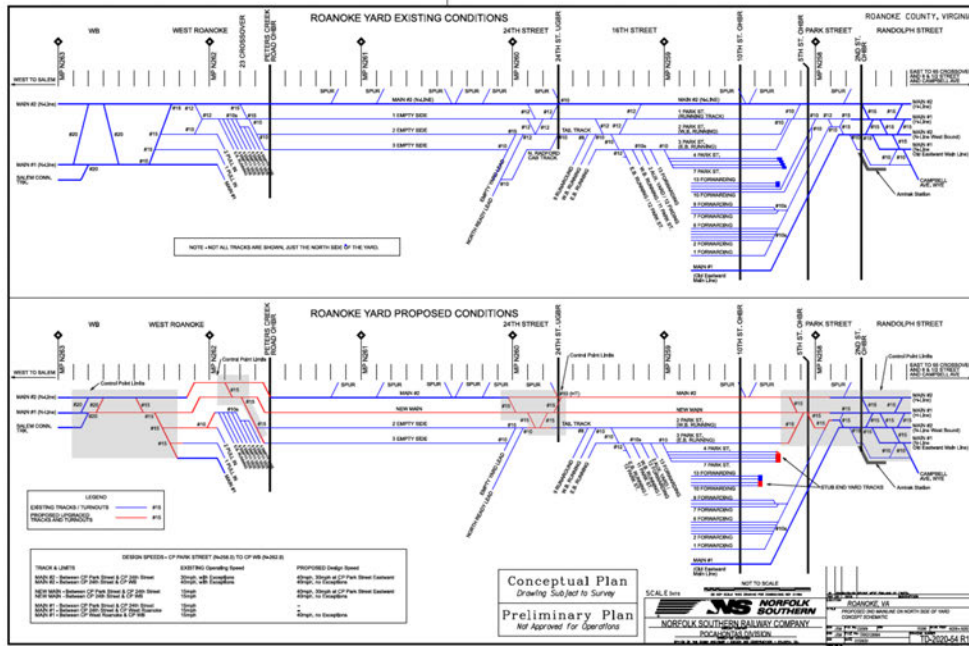


Exhibit X

Roanoke Easement Area Improvements⁵¹

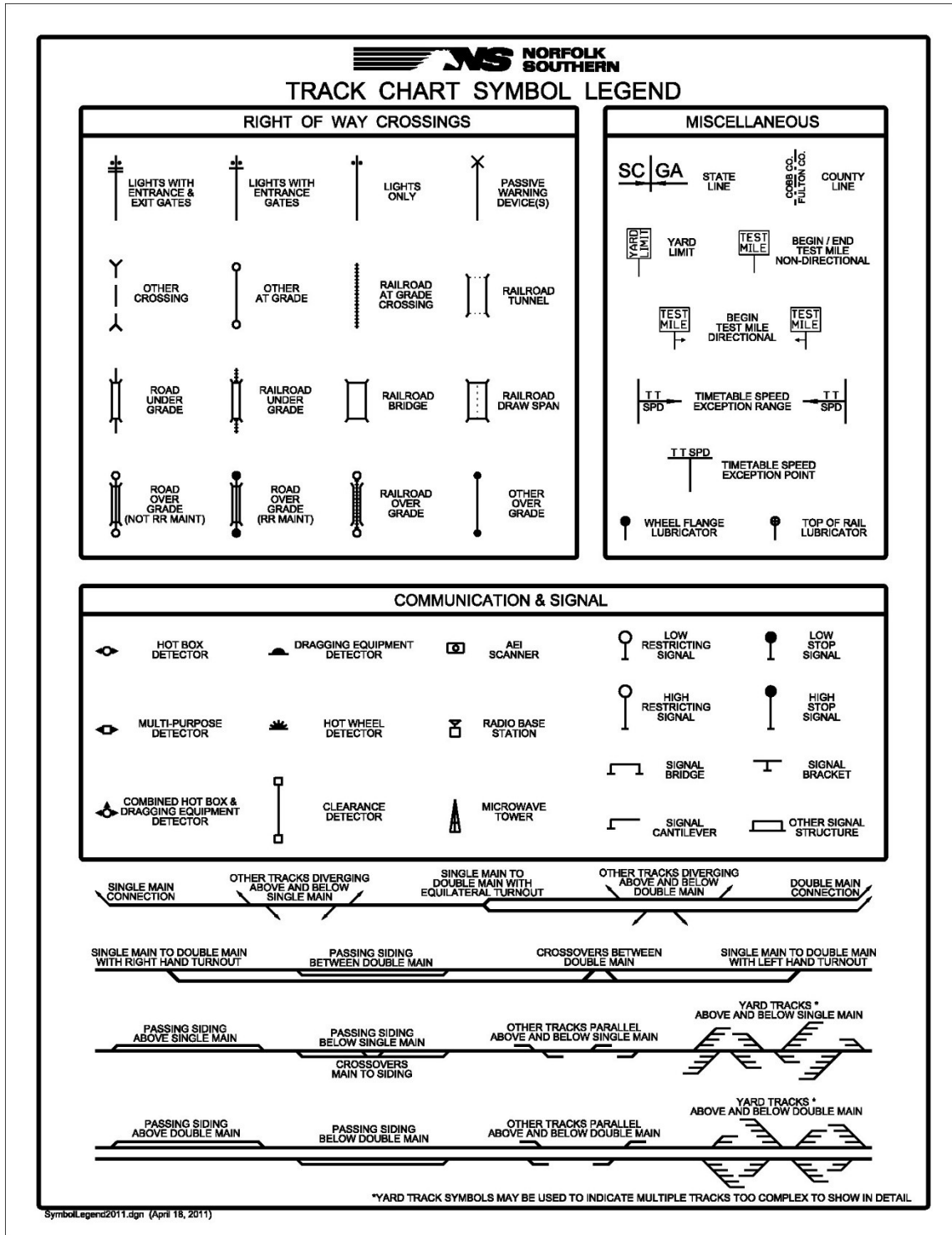
General Conceptual Plans (Not Final Construction Plans)

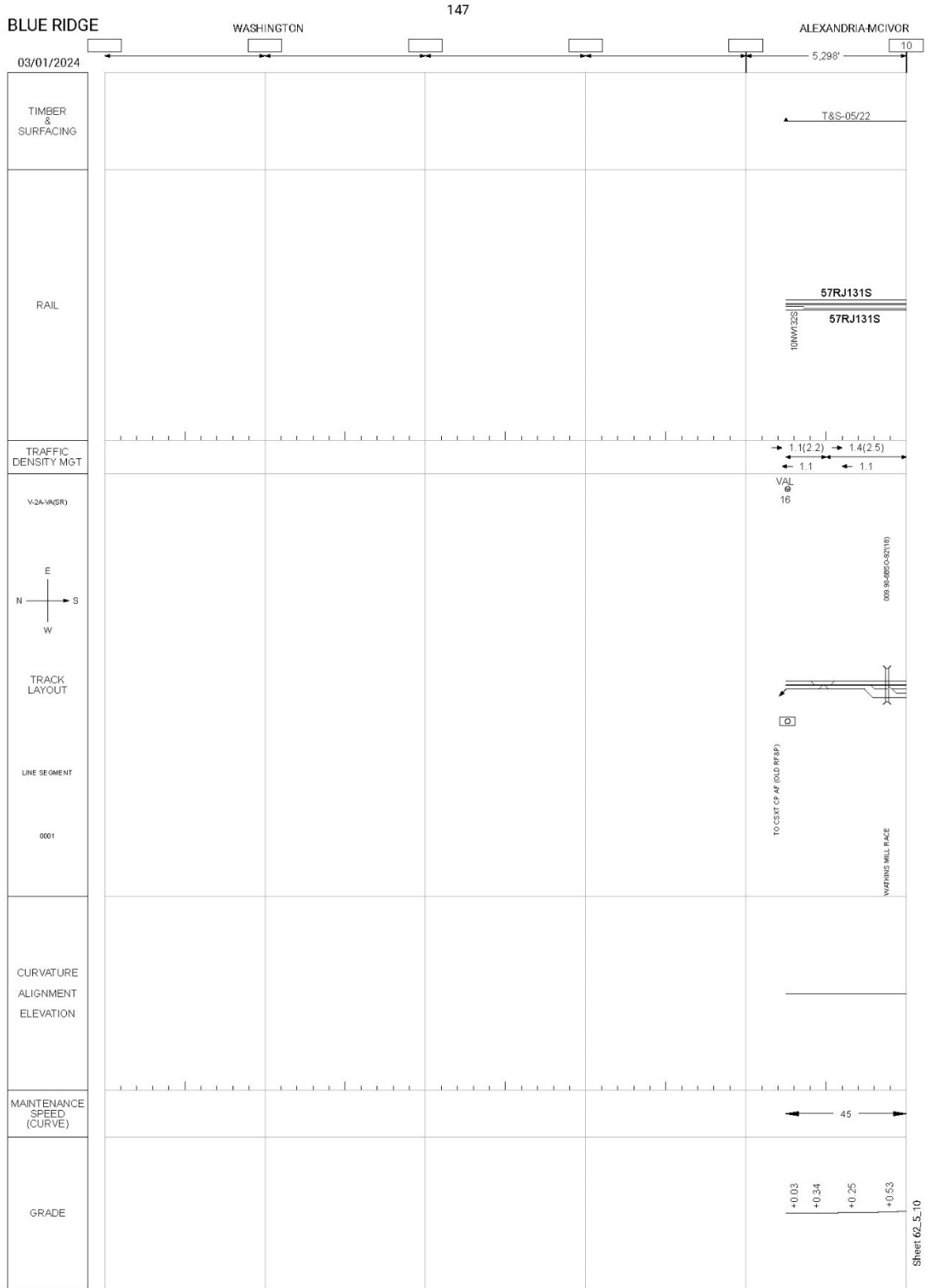


⁵¹ NTD: Parties to confirm that this is the most recent plan and that VPR approved last year.

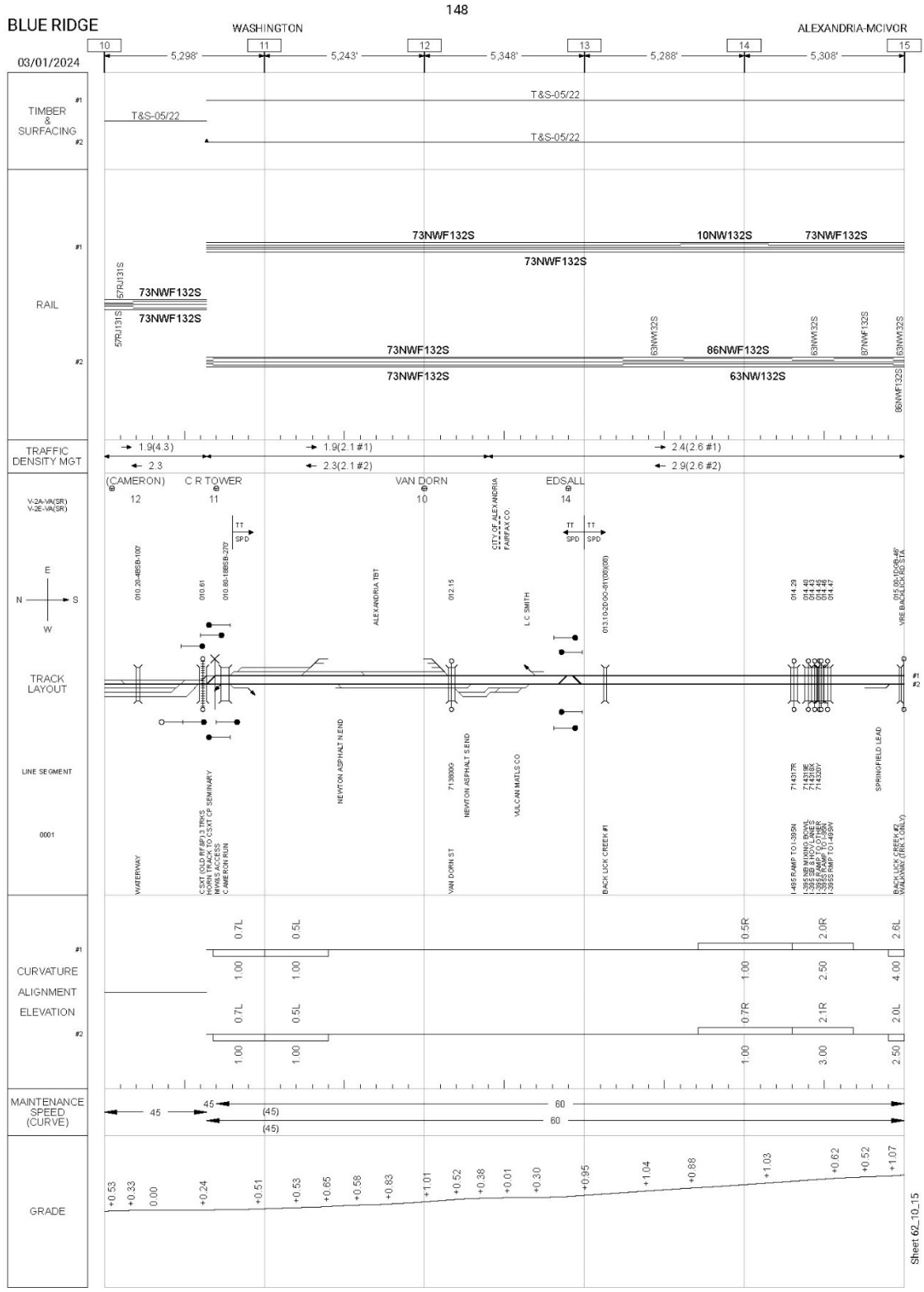
Exhibit Y

Manassas Line Conveyed Property Level of Utility

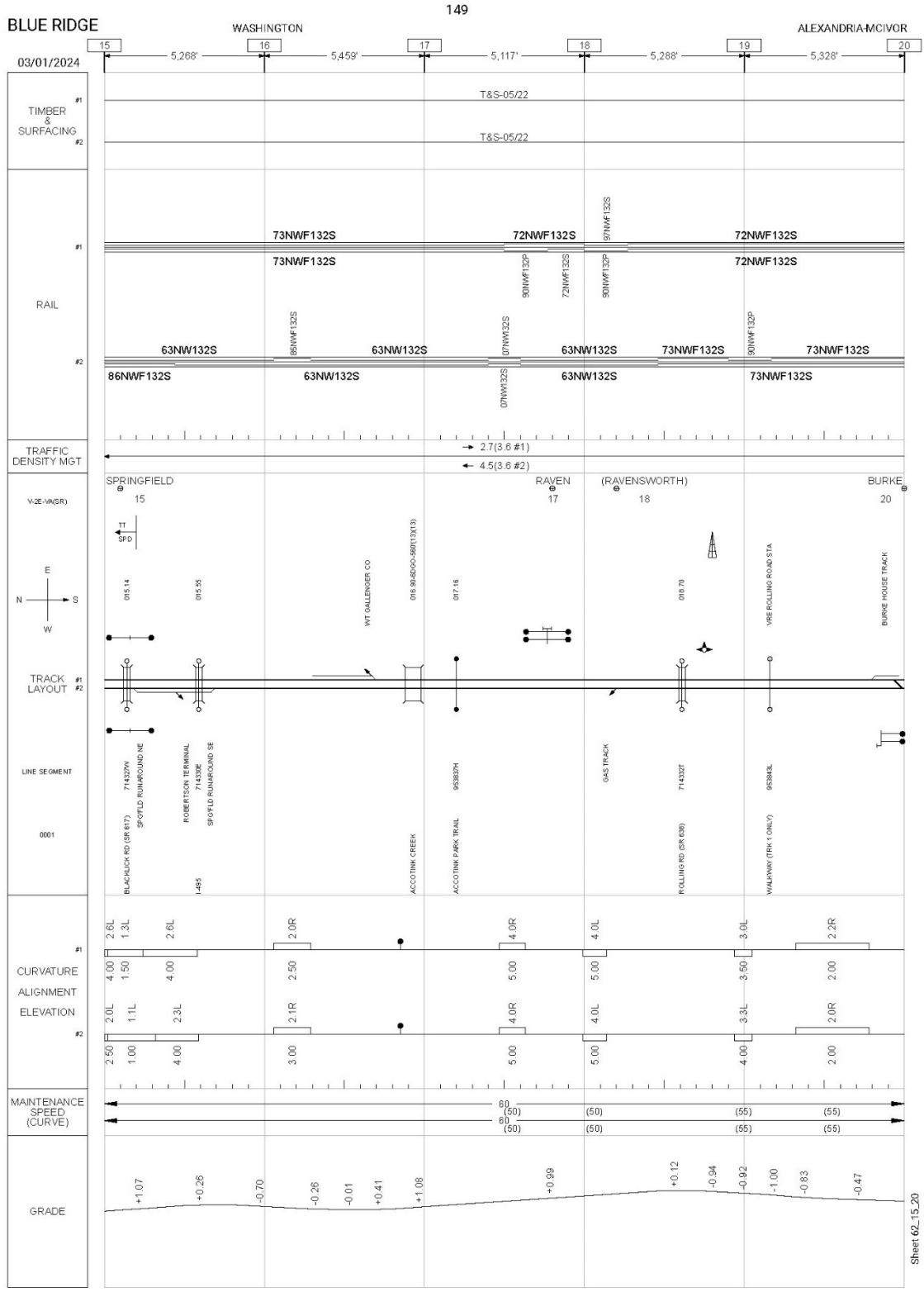




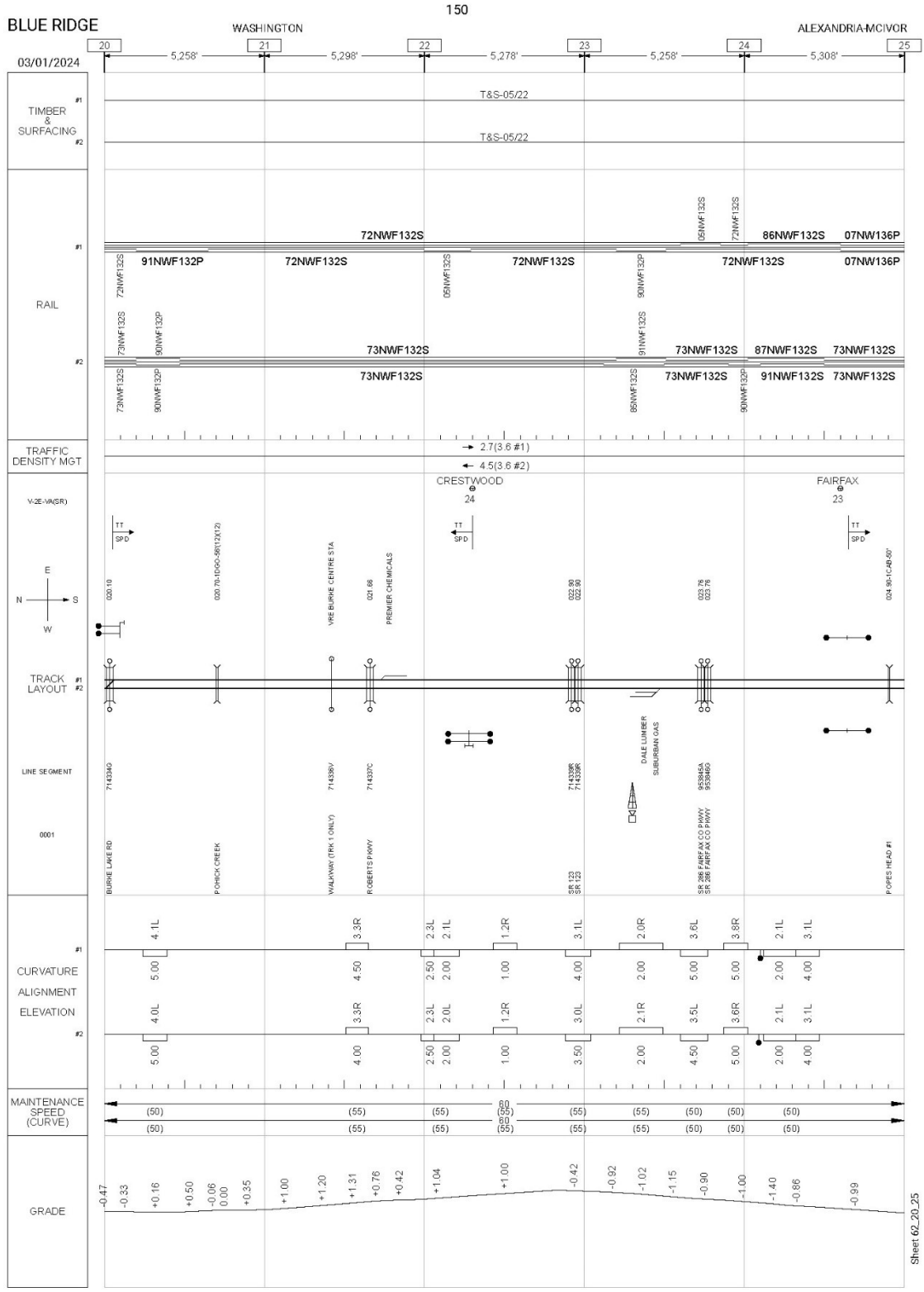
General Reference Only - Not for Operational Purposes



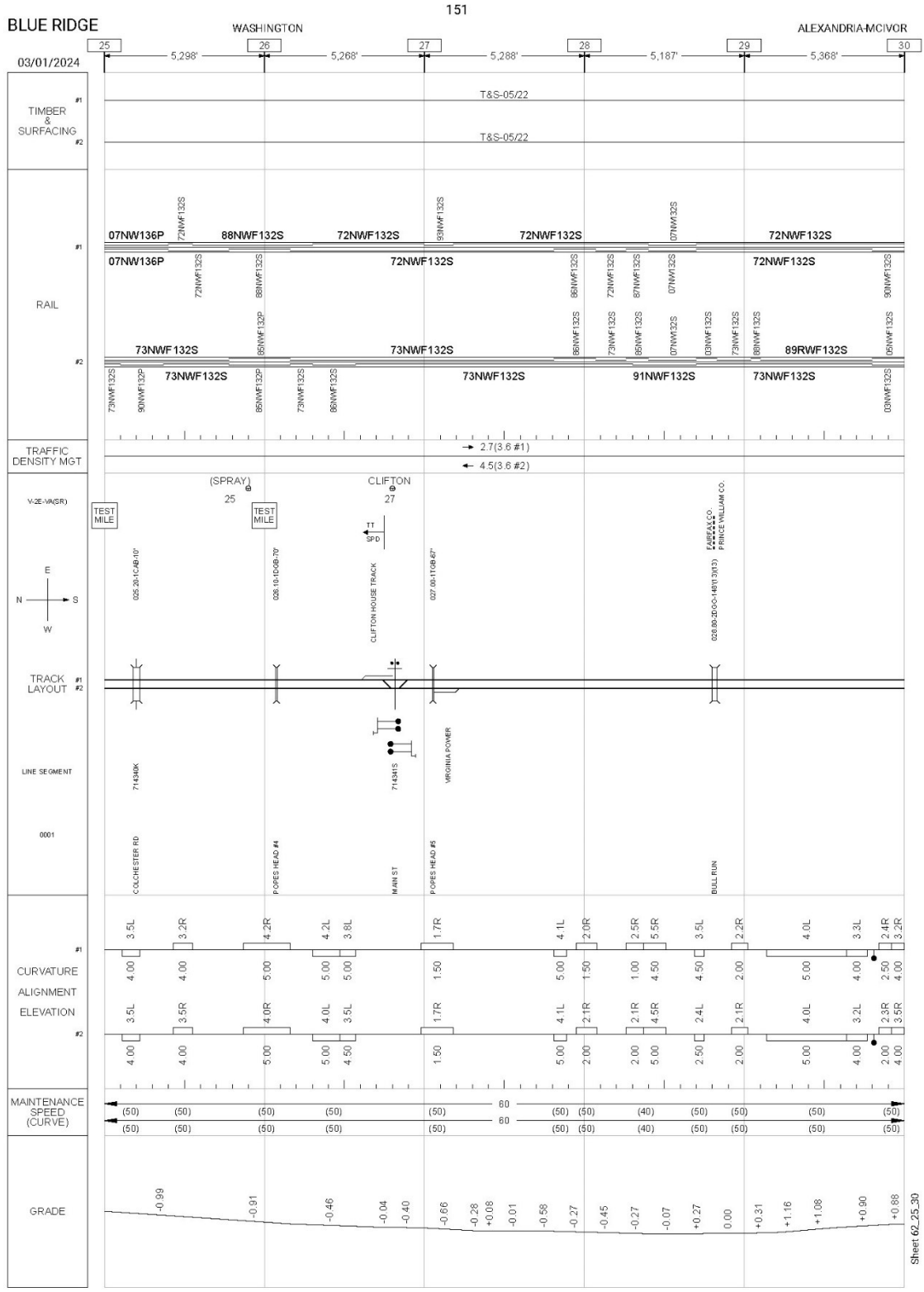
General Reference Only - Not for Operational Purposes



General Reference Only - Not for Operational Purposes

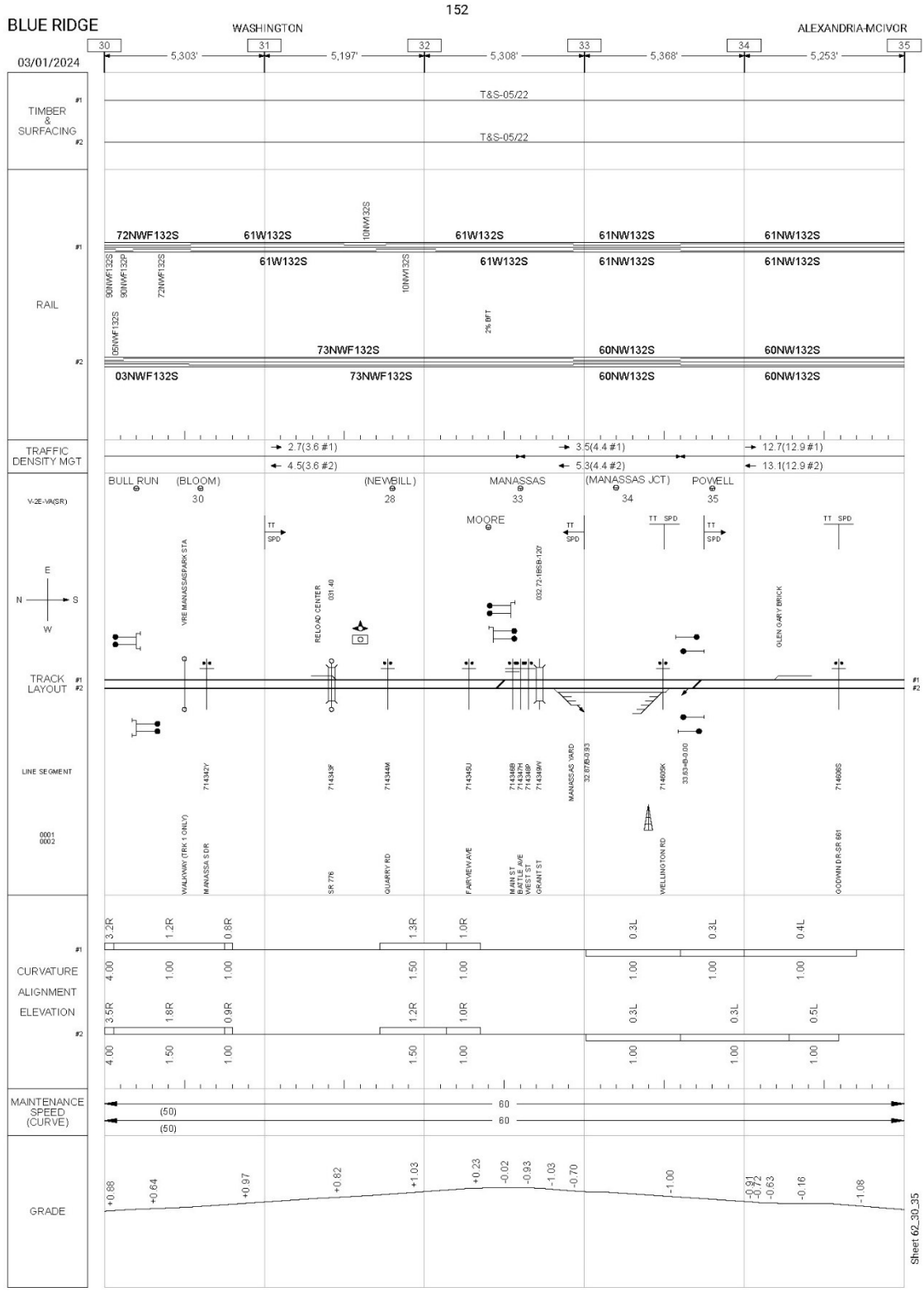


General Reference Only - Not for Operational Purposes

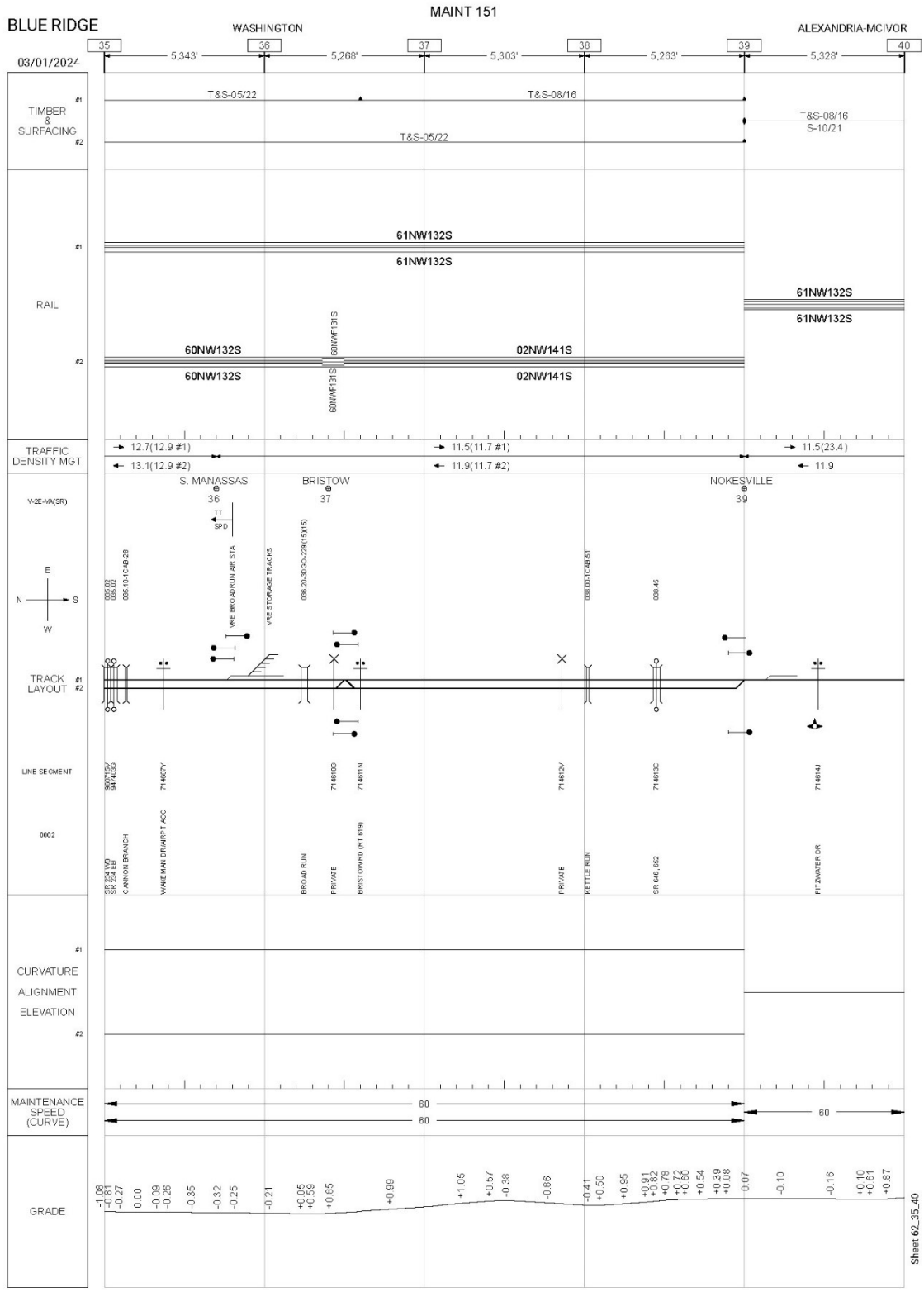


General Reference Only - Not for Operational Purposes

Sheet 62.25.30



General Reference Only - Not for Operational Purposes



General Reference Only - Not for Operational Purposes

Explanation of Graphic Display Conventions

Top Margin -

- 1) Date shown represents when drawing was prepared, sheet number, and Operating Division name.
- 2) Header items correspond to: District, Line Name, and From-To Station names.

Milepost Data Band -

- 1) Current milepost designation with prefix or suffix.
- 2) Distance between milepost markers in feet.

Maintenance Section -

The T&S date is displayed above each main and the surfacing date is displayed below each main. Surfacing date is suppressed when prior to T&S date. Vertical tick-marks above or below each main show break points for T&S and/or surfacing. To avoid confusion with the year 2000 (or 00) any T&S or Surfacing record with a date of 1940 or earlier is displayed as year 1940 (or 40).

Rail Section -

Data displayed above the graphic for each main represents the left rail and data displayed below the graphic for each main represents the right rail (viewed in increasing milepost direction). Representation gives year laid, rail type, rail weight, and premium (P), intermediate (I), or standard (S) rail. Rail graphic change indicates break point in data values. Rail type codes are shown in Table 1. To avoid confusion with the year 2000 (or 00) any rail with a laid date of 1940 or earlier is displayed as the year 1940 (or 40). Two asterisks (**) in the year laid area indicate an unknown rail laid date.

Traffic Density Section -

Annual density displayed in millions of gross tons rounded to tenths. Note this results in density less than 50,000 tons being rounded to zero. Direction of traffic is shown with arrows. Density by track is also shown with track identification.

Track Layout Section -

- 1) Left hand margin gives valuation map I.D., track timetable direction (compass rose), line segment reporting number, and former Conrail RDBR number as applicable.
- 2) Station names and locations are displayed at topmost position in the track layout section (immediately below the traffic density section). Those stations shown in bold print only are timetable stations and those station names which are enclosed in parentheses are non-timetable (reporting) stations. The value shown below the station name is typically an operating station code.
- 3) Territory markers (test miles, yard limits, state lines, county/incorporated lines) are generally displayed in the area just below the station names. However, on occasion, test miles are displayed below the track line in order to alleviate print congestion problems on some pages.
- 4) Bridge technical specifications are displayed in the top center area between the station names and the track layout. This specification is Bridge number (in milepost format), number of spans, structure construction, and length of structure. For highway overpasses with any railroad maintenance responsibility, the display convention will show maintenance codes for the Deck, Super-structure, and Sub-structure. See Table 2 for explanation of structure construction and maintenance codes. For open deck bridges, tie replacement dates (year) are provided in parentheses following the bridge technical specifications. Single main track with one redecking date is displayed as (XX). If two dates are available they are displayed as (XX,XX). If three or more dates are available, they are displayed as a range (XX-XX) with the first year being the earliest date and the second year being the latest date. This same convention applies to multiple main tracks with the first set of () containing track 1 data, the second set of () containing track 2 data, the third set of () etc. If page space limitations do not allow the dates to be displayed after the bridge specifications these dates are displayed in any space available adjacent to the specifications.
- 5) Signals, signal structures, AEI scanners, microwave towers, radio base stations, and the various types of wayside detectors are displayed on the appropriate side of the track and in the area just above or just below the track diagram.
- 6) The track diagram for main line, side tracks, crossovers, leads, and yard track, including types of turnouts between single main and double main territory is displayed in the center of the track layout section. The heavy lines represent main tracks and their crossovers and switches. The lighter weight lines represent side and other tracks. Connections with other lines are typically indicated by a milepost equation (see item 8) or the identity of the connecting line (for example, "Begin Coastal Division" or "To CSXT"). Details of this display are limited to switches on main track and adjacent track. In some cases, yard track symbols are used to indicate the presence of multiple tracks too complex to show in detail. Also shown in this area are the graphic symbols for the various grade crossing types, clearance detectors, overpasses, underpasses, bridges, tunnels, and other overhead structures. The common names (street, highway, river) associated with these graphic symbols are displayed at the bottom of the track layout section. Note: For railroad crossings at grade, the display convention, when available, is: Owning Road, Crossing Type, Angle, and Maintaining Road. Crossing types are:

SM	-	Solid Manganese
MI	-	Manganese Insert
RB	-	Rail Bolted
XO	-	Double Crossover
MP	-	Movable Point
FB	-	Flange Bearing

- 7) The AAR number (DOT number) for each road crossing is displayed in the band which runs just below the track layout display and just above the common name display at the bottom of the track section. This DOT number consists of seven characters (six numbers and a letter) and lines up with the graphic symbol on the track line and its common name at the bottom.
- 8) Other information which may be displayed in the track layout section includes:
 - Industry names associated with various switches and sidings.
 - Milepost equations show where two (or more) different lines connect with each other. The format for this display is milepost Junction Point (on the line being displayed) = milepost Junction Point (on the line which is connecting at this point). Note: The = symbol indicates that the lines connect directly, and the / symbol indicates that the lines connect indirectly through a yard or side track.

Alignment Section -

- 1) Graphic representation is given for curve direction, length, and super-elevation for each main.
- 2) Curvature is specified to tenths of a degree above each main along with left/right indication (based on ascending milepost direction). Super-elevation is specified in inches.
- 3) Location of wheel flange and top of rail lubricators is given along mains.

Maintenance Speed Section

The rail-highway train speed where defined is displayed instead of freight train speed. The System Timetable defines maximum authorized speed for freight trains as 50 mph except where Tons per Operative Brake is defined for freight train speed on specific line segments. No conditional speed restrictions (speed restrictions that do not apply to all parts of all trains) are displayed in this section. The locations of these and other miscellaneous speed restrictions are indicated "T T SPD" (Timetable Speed) symbols in the Track Layout section.

Curve speed restrictions are shown within parentheses under the specific curves to which they apply. The speed shown in parentheses follows the same convention as described above.

All speeds displayed are based on current Timetables or Operation Bulletins in effect at time of publication.

Grade Section -

Grade shown is based on ascending milepost direction.

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TABLE 1**RAIL TYPE CODES**

N	New Rail	R	Relay Rail
W	Welded Rail	J	Jointed Rail
F	Field Welded Rail	S	Standard Non-Hardened Rail
P	Premium Head Hardened Rail	I	Intermediate Head Hardened Rail

TABLE 2**BRIDGE TYPE CODES****Type of Bridge Structure**

BS = Beam Span
BA = Brick Arch
CA = Concrete Arch
CB = Concrete Box
CS = Concrete Span
DG = Deck Plate Girder
DT = Deck Truss
LT = Long Trough
MA = Masonry Arch
MP = Multi-Plate
MS = Mixed Span
OT = Orthotropic
RT = Rail Top
SA = Structural Plate Arch
SB = Stone Box
SCP = Steel Casing Pipe
TG = Through Plate Girder
TLP = Tunnel Liner Pipe
TT = Through Truss
WT = Timber (Wood) Trestle

Deck Construction

O = Open Deck **C = Combination**
B = Ballast Deck **D = Direct Fix**

**Highway Overpass Maintenance Responsibility Codes
(Deck, Super-structure, Sub-structure)**

A = Authority, parkway, or community	C = City or town
H = Joint NS and state (R&S)	F = Foreign RR
I = Joint NS and other RR (R&F)	R = NS
J = Joint NS and county (R&U)	S = State
K = Joint NS and township (R&T)	T = Township
L = Joint NS and city or town (R&C)	U = County
O = Maintained entirely by others	X = Unknown

Exhibit Z-1

VRE Weekday Service Schedule

[Attached]

Exhibit Z-2

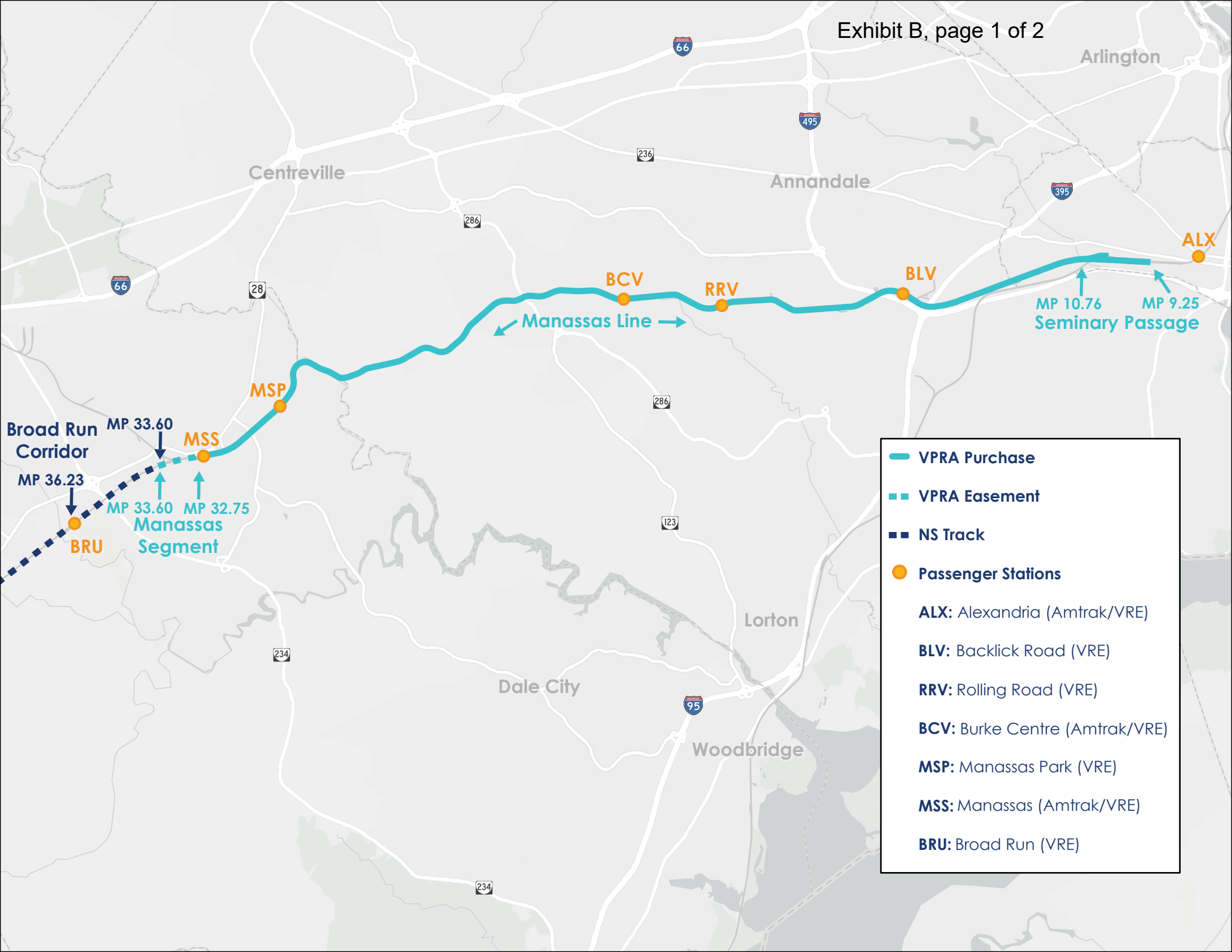
VRE Saturday Service Schedule

[Attached]

EXHIBIT AA

Christiansburg-Radford Deadhead Movements

[•]



- VPRAs Purchase
- VPRAs Easement
- NS Track
- Passenger Stations

ALX: Alexandria (Amtrak/VRE)
BLV: Backlick Road (VRE)
RRV: Rolling Road (VRE)
BCV: Burke Centre (Amtrak/VRE)
MSP: Manassas Park (VRE)
MSS: Manassas (Amtrak/VRE)
BRU: Broad Run (VRE)

VPRA Purchase & Easement

NS Track

Passenger Stations

ALX: Alexandria (Amtrak/VRE)

BLV: Backlick Road (VRE)

RRV: Rolling Road (VRE)

BCV: Burke Centre (Amtrak/VRE)

MSP: Manassas Park (VRE)

MSS: Manassas (Amtrak/VRE)

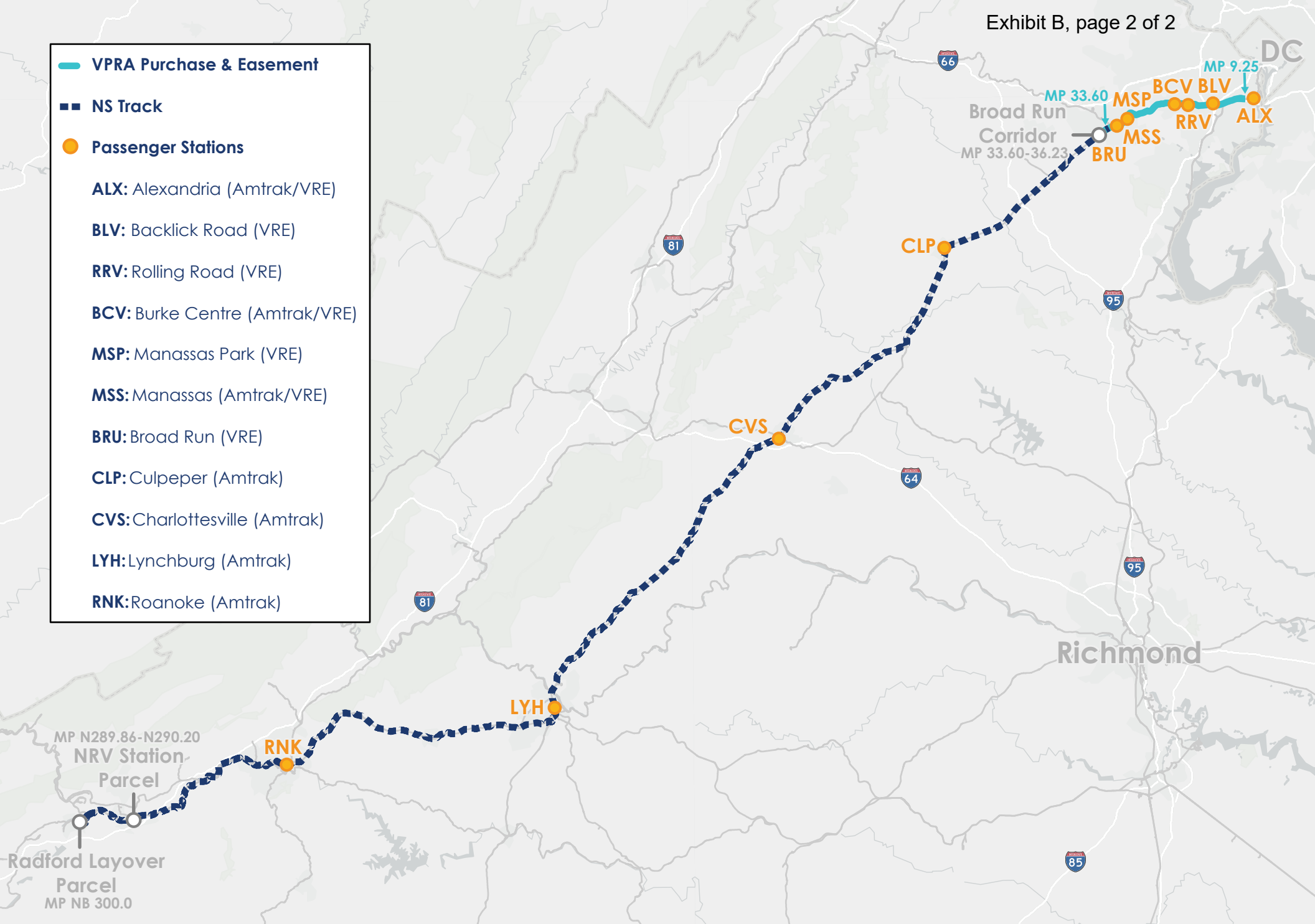
BRU: Broad Run (VRE)

CLP: Culpeper (Amtrak)

CVS: Charlottesville (Amtrak)

LYH: Lynchburg (Amtrak)

RNK: Roanoke (Amtrak)



MP N289.86-N290.20
NRV Station
Parcel

Radford Layover
Parcel
MP NB 300.0

Broad Run
Corridor
MP 33.60-36.23

DC

Richmond