

# Norfolk Southern

## *Interim Value Assurance Program*

For eligible properties located in and around  
East Palestine, Ohio

*Last updated: October 11, 2023*

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## Overview—Interim Value Assurance Program

- Norfolk Southern Corporation (“Norfolk Southern”) is developing a Long-Term Value Assurance Program (“VAP”) to address property owner concerns arising from the February 3, 2023 derailment in East Palestine, Ohio, and to compensate any reduction in value of Eligible Properties located in East Palestine, Ohio, and some surrounding communities, as part of a final resolution of all claims. While Norfolk Southern works toward this long-term plan, Norfolk Southern has developed an interim VAP for eligible homeowners in and around East Palestine.
- Under this interim plan, the VAP is available to owners of record as of February 3, 2023 (who meet the criteria described on page 4 under “Eligibility”) of Eligible Properties. If you are unable to determine if you or your property is eligible, you can contact the VAP Administrator, Alvarez & Marsal, which has been retained by Norfolk Southern to administer the VAP. Contact information for the VAP Administrator is on page 26 of this booklet.
- For owners of Eligible Property, if you sold your Eligible Property between February 3, 2023 and September 18, 2023 (the “Interim Sales Period”) and did not receive Market Value for your property, the VAP will compensate you for the difference between Market Value and sale price. You may also be eligible for reimbursement of some or all of the real estate agent’s commission you paid as part of the closing.
- Owners of Eligible Property that are actively listed or under contract prior to and as of September 18, 2023, and who purchased prior to February 3, 2023, may also be eligible to receive compensation through the VAP. See “Program Participation” pages 13-19.
- Participation in this program is voluntary.
- In order to receive compensation, you must sign an Agreement to Release Property Claims (see page 33 for a sample Agreement to Release Property Claims), and doing so will affect your legal rights. Please be aware that there is pending class action litigation arising out of the February 3, 2023 derailment, *In re: East Palestine Train Derailment*, No. 4:23-CV-00242 (N.D. Ohio), and it includes claims for property damage. You may wish to discuss this matter with an attorney.
- This booklet explains the interim VAP only. Norfolk Southern is developing the full details of the long-term VAP in concert with key stakeholders involved in the legal process.
- The interim VAP will be available for Eligible Properties until the long-term VAP is announced. At the time of long-term VAP announcement, the interim VAP will end and the long-term VAP requirements, as set out in the long-term VAP booklet, will apply.

## *Eligibility*

Eligible Properties are:

- Located within the Defined Program Area. See map on page 27;
- Classified as of February 3, 2023 by the Columbiana County Auditor, the Mahoning County Auditor, the Beaver County Assessment/Tax Claim Office, or the Lawrence County Assessment Office as having a residential dwelling, including: single family dwellings (attached or detached), two family dwellings, three family dwellings, mobile homes, manufactured homes, condominium units, apartments, and other or unspecified residential structures or household units;<sup>1</sup>
- Used for residential purposes and affixed to and sold with land (i.e., excludes properties with residential structures used solely for non-residential use or residential structures sold without ownership of land where residence is located); and
- Parcels that have not been subdivided after February 3, 2023.

### *Eligibility for Eligible Properties that Sold During the Interim Sales Period (February 3, 2023 to September 18, 2023)*

- You must be the owner of record of an Eligible Property as of February 3, 2023;<sup>2</sup>
- You must have closed on the sale of your property during the Interim Sales Period;
- You must not be in bankruptcy or foreclosure currently or at the time of sale;
- The sale of your Eligible Property must have been arm's-length (i.e., both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other) and included a full transfer of title (i.e., fee simple ownership) at the time of the closing (e.g., land contracts, installment contracts, or bond-for-title arrangements are not eligible);
- You must have satisfied all outstanding liens against your property at or prior to closing; and
- You must sign and submit the Claim Form and Agreement to Release Property Claims to the VAP Administrator following the procedures detailed in this booklet (see page 10, "Program Participation").

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<sup>1</sup> Vacant residential lots sold with an adjoining residence will be included with the Eligible Property; vacant residential lots sold individually (without an adjoining residence) are not eligible.

<sup>2</sup> This Program applies only to current property owners as of February 3, 2023. Anyone to whom you sold your property is not eligible to receive VAP benefits should they later sell the same property. If the owner of an Eligible Property passed away after February 3, 2023 and prior to the sale of the Eligible Property, VAP eligibility will transfer to his or her heirs assuming all Eligibility criteria and program requirements are met and written documentation of the ownership change is provided to the VAP Administrator upon request.

### ***Eligibility for Eligible Properties Under Contract Prior to and As of September 18, 2023***

- You must be the owner of record of an Eligible Property as of February 3, 2023;<sup>3</sup>
- Your property must be currently listed in the Multiple Listing Service as of September 18, 2023 with an “Under Contract” or “Contingent” status;
- You must have listed your Eligible Property for sale prior to September 18, 2023 and be currently under contract as of September 18, 2023;
- The sale of your Eligible Property must be arm’s-length (i.e., both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other) and include a full transfer of title (i.e., fee simple ownership) at the time of closing (e.g., land contracts, installment contracts, or bond-for-title arrangements are not eligible);
- You must satisfy all outstanding liens against your property at or prior to closing;
- You must sign and submit the Claim Form and Agreement to Release Property Claims to the VAP Administrator following the procedures detailed in this booklet (see page 13, “Program Participation”); and
- If you renegotiate the contract terms in effect as of September 18, 2023 or if the contract in effect as of September 18, 2023 fails to close, you must meet the eligibility criteria and follow the program requirements for “Eligible Properties with Active Listings Prior to and As of September 18, 2023” or “Eligible Properties with Active Listings Beginning September 19, 2023” to preserve your VAP eligibility (see below and “Program Participation” page 16-25).

### ***Eligibility for Eligible Properties with Active Listings Prior to and As of September 18, 2023***

- You must be the owner of record of an Eligible Property as of February 3, 2023;<sup>4</sup>

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<sup>3</sup> This Program applies only to current property owners as of February 3, 2023. Anyone to whom you sell your property is not eligible to receive VAP benefits should they later sell the same property. If you wish to change your ownership structure for tax or estate planning (e.g., transferring to your heirs, adding or removing an owner, placing property in trust, etc.) prior to the sale of your Eligible Property, you must contact the VAP Administrator prior to changing your ownership structure in order to confirm and preserve VAP eligibility. If the owner of an Eligible Property passes away prior to the sale of the Eligible Property, VAP eligibility will transfer to his or her heirs assuming all Eligibility criteria and program requirements are met and written notification of the ownership change is provided to the VAP Administrator upon request.

<sup>4</sup> This Program applies only to current property owners as of February 3, 2023. Anyone to whom you sell your property is not eligible to receive VAP benefits should they later sell the same property. If you wish to change your ownership structure for tax or estate planning (e.g., transferring to your heirs, adding or removing an owner, placing property in trust, etc.) prior to the sale of your Eligible Property, you must contact the VAP Administrator prior to changing your ownership structure in order to confirm and preserve VAP eligibility. If the owner of an Eligible Property passes away prior to the sale of the Eligible Property, VAP eligibility will transfer to his or her heirs assuming all Eligibility criteria and program requirements are met and written notification of the ownership change is provided to the VAP Administrator upon request.

- Your property must be currently listed in the Multiple Listing Service as of September 18, 2023 with an “Active” status;
- The sale of your Eligible Property must be arm’s-length (i.e., both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other) and include a full transfer of title (i.e., fee simple ownership) at the time of closing (e.g., land contracts, installment contracts, or bond-for-title arrangements are not eligible);
- You must make Reasonable Efforts (see page 16) to obtain the maximum price for your Eligible Property,
- You must satisfy all outstanding liens against your property at or prior to closing; and
- You must sign and submit the Offer Form, Claim Form and Agreement to Release Property Claims to the VAP Administrator following the procedures detailed in this booklet (see page 16, “Program Participation”).

***Eligibility for Eligible Properties with Active Listings Beginning September 19, 2023***

- You must be the owner of record of an Eligible Property as of February 3, 2023;<sup>5</sup>
- Your property must be listed by an Approved Real Estate Agent in the Multiple Listing Service on or after September 19, 2023, with an “Active” status;
- The sale of your Eligible Property must be arm’s-length (i.e., both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other) and include a full transfer of title (i.e., fee simple ownership) at the time of closing (e.g., land contracts, installment contracts, or bond-for-title arrangements are not eligible);
- You must make Reasonable Efforts (see page 20) to obtain the maximum price for your Eligible Property;
- You must satisfy all outstanding liens against your property at or prior to closing; and
- You must sign and submit the Offer Form, Claim Form and Agreement to Release Property Claims to the VAP Administrator following the procedures detailed in this booklet (see page 20, “Program Participation”).

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<sup>5</sup> This Program applies only to current property owners as of February 3, 2023. Anyone to whom you sell your property is not eligible to receive VAP benefits should they later sell the same property. If you wish to change your ownership structure for tax or estate planning (e.g., transferring to your heirs, adding or removing an owner, placing property in trust, etc.) prior to the sale of your Eligible Property, you must contact the VAP Administrator prior to changing your ownership structure in order to confirm and preserve VAP eligibility. If the owner of an Eligible Property passes away prior to the sale of the Eligible Property, VAP eligibility will transfer to his or her heirs assuming all Eligibility criteria and program requirements are met and written notification of the ownership change is provided to the VAP Administrator upon request.

*Norfolk Southern Family Assistance Center*

If you have received a prior payment or reimbursement from the Family Assistance Center, this payment or reimbursement does not affect your VAP eligibility unless you have released claims associated with the value of your property. If you have any questions about your VAP eligibility, please contact the VAP Administrator (see Contact Information on page 26). In addition, participation in the VAP does not affect your eligibility to receive other forms of assistance that you may be eligible for. Contact the Family Assistance Center for more information on programs other than VAP:

- [www.NSMakingItRight.com](http://www.NSMakingItRight.com)
- (800) 230-7049
- 191 East Rebecca Street, East Palestine, OH 44413

## *Market Value*

Market Value is what your Eligible Property is worth under its current land use at the time of sale, absent the influence of any real or perceived environmental issues arising from the February 3, 2023 Norfolk Southern train derailment in East Palestine, Ohio.

To determine the Market Value of your property:

- The VAP Administrator has identified experienced state-licensed appraisers that specialize in appraising residential properties to serve as Approved Real Estate Appraisers. The Approved Real Estate Appraisers are not employees of Norfolk Southern, the VAP Administrator, or the VAP Administrator's firm. The Approved Real Estate Appraisers have experience appraising residential properties in and around East Palestine, Ohio.
- The VAP Administrator will rotate through the list of Approved Real Estate Appraisers as each eligible VAP Claim Form is received. If the appraiser who is next in the rotation for the Market Value appraisal assignment performed the appraisal for buyer financing for the same property (or has any other known conflict of interest), he or she must excuse themselves from the assignment and will be kept at the top of the rotation for the next available VAP assignment. Requests by property owners for a specific appraiser or requests by appraisers to appraise a specific property will not be accepted.
- Each Approved Real Estate Appraiser that assists in the VAP has attended a VAP orientation conducted by the VAP Administrator to be educated about the VAP and its procedures. An interested real estate appraiser who contacts the VAP Administrator, meets all of the above requirements regarding licensure, experience, and familiarity with the program area, attends a VAP orientation, and is approved by the VAP Administrator will be added to the list of Approved Real Estate Appraisers upon request.
- The Approved Real Estate Appraisers are required to comply with the Uniform Standards of Professional Appraisal Practice and will prepare the appraisals objectively, absent any influence from the property owner, Norfolk Southern, or the VAP Administrator.
- The Approved Real Estate Appraisers will utilize standard real estate appraisal methodologies that are appropriate for each Eligible Property. The accepted methodologies fall under one of three approaches to value – the sales comparison approach, the cost approach, and the income approach:
  - The sales comparison approach derives value by comparing recent sales of similar properties to the subject property and then making market-based adjustments to the sale prices of the similar properties in order to arrive at an estimated value of the subject property.
  - The cost approach involves estimating the value of the property using the current construction costs if the home were to be built today and then subtracting a portion of the value for age and other depreciation factors of the home.



- The income approach is used for income-producing properties and requires estimating the relevant future cash flows using an appropriate interest rate.
- For appraisals submitted to the VAP, the similar properties used in the sales comparison approach must be located outside the Defined Program Area shown on the map on page 27.

## ***Program Participation - Eligible Properties that Sold During the Interim Sales Period (February 3, 2023 to September 18, 2023)***

To participate in this program, you must meet all the Eligibility requirements and follow all procedures in this Interim VAP booklet.

### ***Step 1 – Submit Claim Form and Required Documentation***

You must fill out and email to the VAP Administrator the VAP Claim Form included in this booklet (page 31), a copy of the executed sales contract, the closing statement provided to you by the closing attorney, and the recorded deed of sale. These documents must show the date of closing and sale price you received for your property.

All of the information required in the VAP Claim Form, including your Social Security number, must be provided in order for your VAP Claim to be processed.

You must submit the VAP Claim Form and the other necessary documents to the VAP Administrator via email by November 30, 2023.

### ***Step 2 – Determine Market Value***

Upon receipt of your VAP Claim Form, the VAP Administrator will determine the Market Value of your property at the time of sale by ordering an appraisal from one of the Approved Real Estate Appraisers. The Approved Real Estate Appraiser will appraise your property (following the procedures described in “Market Value”, page 8) and make an initial determination of value.

If you do not challenge this initial value determination (as provided for in Step 3 “Determination of VAP Benefits”) then the Market Value will be the value determined by the Approved Real Estate Appraiser.

The cost of the initial Market Value appraisal will be paid by Norfolk Southern.

### ***Step 3 – Determination of VAP Benefits***

The determination of how much you will receive in VAP monetary benefits is the difference between the sale price you received and the Market Value of your property as determined by the procedures outlined in this booklet. As additional VAP benefits, if your property sold for 95% or greater of Market Value, you will receive compensation for the real estate commission you paid (up to a maximum of 6% of the sale price):

<b>Comparison of Sale Price and Market Value</b>	<b>VAP Benefits Paid</b>
Sale Price less than 95% of Market Value	Market Value less Sale Price
Sale Price greater than or equal to 95% but less than 100% of Market Value	Market Value less Sale Price, plus amount of agent's commission, up to a maximum 6% of sale price.
Sale Price greater than or equal to 100% of Market Value	Up to 6% of sale price for agents' commission paid

After your VAP benefit has been determined, the VAP Administrator will send you a letter (“Response Letter”) detailing the payment for which you are eligible and including the Agreement to Release Property Claims (see page 33 for sample Agreement to Release Property Claims) and W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property on the date you sold it, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you must:

- Notify the VAP Administrator of your disagreement via email within ten (10) calendar days of the date of the Response Letter.
- Submit to the VAP Administrator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers. The list of Approved Real Estate Appraisers is available on the VAP website at [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues). You may also call the VAP Administrator at (877) 270-6970 or email the VAP Administrator at [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com) and request a copy of the current list of Approved Real Estate Appraisers.
- The appraisal must be emailed by you or the Approved Real Estate Appraiser to the VAP Administrator. The appraisal must be received by the VAP Administrator within sixty (60) calendar days from the date of the Response Letter you originally received. The appraisal must be as of the date you sold your property (i.e., the date of value must be the closing date that the property was sold), use comparable properties from outside the Defined Program Area shown on the map on page 27, and be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.
- The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different Approved Real Estate Appraiser will be ordered and paid for by Norfolk Southern. The two highest values (from the three appraisals) will then be averaged to determine final Market Value.

- The challenge process may result in final Market Value that is higher or lower than the original determination of Market Value. This process is illustrated on page 28.

Once a final determination of Market Value is made, you will be compensated for your VAP benefits according to the guidelines above. The VAP Administrator will send you a letter stating the final determination of Market Value and including the Agreement to Release Property Claims and a W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

## ***Program Participation - Eligible Properties Under Contract Prior to and As of September 18, 2023***

To participate in this program, you must meet all the Eligibility requirements and follow all procedures in this VAP booklet.

### ***Step 1 – Complete Closing***

To preserve VAP eligibility, you must honor the terms of the contract in effect as of September 18, 2023 and complete closing of the sale of the Eligible Property.

If you renegotiate the contract terms in effect as of September 18, 2023 or if the contract in effect as of September 18, 2023 fails to close, you must meet the eligibility criteria and follow the program requirements for “Eligible Properties with Active Listings Prior to and As of September 18, 2023” or “Eligible Properties with Active Listings Beginning September 19, 2023” to preserve your VAP eligibility (see pages 5-6 “Eligibility” and pages 16-25 “Program Participation”).

### ***Step 2 – After Closing, Submit Claim Form and Required Documentation***

After closing, you must fill out and email to the VAP Administrator the VAP Claim Form included in this booklet (page 31), a copy of the executed sales contract, the closing statement provided to you by the closing attorney, and the recorded deed of sale. These documents must show the date of closing and sale price you received for your property.

All of the information required in the VAP Claim Form, including your Social Security number, must be provided in order for your VAP Claim to be processed.

You must submit the VAP Claim Form and the other necessary documents to the VAP Administrator via email within thirty (30) calendar days of closing of the sale of the Eligible Property.

### ***Step 3 – Determine Market Value***

Upon receipt of your VAP Claim Form, the VAP Administrator will determine the Market Value of your property at the time of sale by ordering an appraisal from one of the Approved Real Estate Appraisers. The Approved Real Estate Appraiser will appraise your property (following the procedures described in “Market Value”, page 8) and make an initial determination of value.

If you do not challenge this initial value determination (as provided for in Step 4 “Determination of VAP Benefits”) then the Market Value will be the value determined by the Approved Real Estate Appraiser.

The cost of the initial Market Value appraisal will be paid by Norfolk Southern.

### ***Step 4 – Determination of VAP Benefits***

The determination of how much you will receive in VAP monetary benefits is the difference between the sale price you received and the Market Value of your property as determined by the

procedures outlined in this booklet. As additional VAP benefits, if your property sold for 95% or greater of Market Value, you will receive compensation for the real estate commission you paid (up to a maximum of 6% of the sale price):

<b>Comparison of Sale Price and Market Value</b>	<b>VAP Benefits Paid</b>
Sale Price less than 95% of Market Value	Market Value less Sale Price
Sale Price greater than or equal to 95% but less than 100% of Market Value	Market Value less Sale Price, plus amount of agent's commission, up to a maximum 6% of sale price.
Sale Price greater than or equal to 100% of Market Value	Up to 6% of sale price for agents' commission paid

After your VAP benefit has been determined, the VAP Administrator will send you a letter ("Response Letter") detailing the payment for which you are eligible and including the Agreement to Release Property Claims (see page 33 for sample Agreement to Release Property Claims) and W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property on the date you sold it, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you must:

- Notify the VAP Administrator of your disagreement via email within ten (10) calendar days of the date of the Response Letter.
- Submit to the VAP Administrator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers. The list of Approved Real Estate Appraisers is available on the VAP website at [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues). You may also call the VAP Administrator at (877) 270-6970 or email the VAP Administrator at [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com) and request a copy of the current list of Approved Real Estate Appraisers.
- The appraisal must be emailed by you or the Approved Real Estate Appraiser to the VAP Administrator. The appraisal must be received by the VAP Administrator within sixty (60) calendar days from the date of the Response Letter you originally received. The appraisal must be as of the date you sold your property (i.e., the date of value must be the closing date that the property was sold), use comparable properties from outside the Defined Program Area shown on the map on page 27, and be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.
- The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different

Approved Real Estate Appraiser will be ordered and paid for by Norfolk Southern. The two highest values (from the three appraisals) will then be averaged to determine final Market Value.

- The challenge process may result in final Market Value that is higher or lower than the original determination of Market Value. This process is illustrated on page 28.

Once a final determination of Market Value is made, you will be compensated for your VAP benefits according to the guidelines above. The VAP Administrator will send you a letter stating the final determination of Market Value and including the Agreement to Release Property Claims and a W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

## ***Program Participation - Eligible Properties with Active Listings Prior to and As of September 18, 2023***

To participate in this program, you must meet all the Eligibility requirements and follow all procedures in this Interim VAP booklet.

### ***Step 1 – Reasonable Efforts***

In order to receive benefits from the VAP, you must make Reasonable Efforts to sell your Eligible Property for its maximum value. Reasonable Efforts include:

- You must list the property with a licensed real estate agent, who is active in and familiar with the residential real estate market in and around East Palestine, Ohio.
- Your real estate agent must list your property through the local Multiple Listing Service (MLS).
- You must make diligent efforts to comply with the reasonable suggestions of your real estate agent, including listing the property at the appropriate price, making reasonable improvements to your property, advertising your property, and showing your property. There is no limit on the amount of improvements that may be made voluntarily preparing the property to sell; however, participating property owners will not be required to spend more than one percent (1%) of list price following their real estate agent's suggestions.
- The transaction must be arm's-length, which means both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other. If you sell your property to a related party you are not eligible for VAP benefits without receiving prior written approval from the VAP Administrator. A family member selling to another family member or a business associate selling to a business partner is not an arm's-length transaction. In addition, if your property is foreclosed upon, you are not eligible to participate in the VAP.

### ***Step 2 – Receiving a Written Offer***

You may receive more than one offer to purchase your property. You do not have to accept the first offer that you receive and you are encouraged to negotiate to obtain the maximum price possible for your property. When you receive a written offer on your property that you would like to accept, you must follow these procedures to be eligible for VAP benefits.

As part of participation in the VAP, you agree to allow Norfolk Southern the right of first refusal on your property. This simply means that when you receive a written offer that you would like to accept, Norfolk Southern will be notified and can buy your property itself at the contract price before you sell it to anyone else.

The following steps outline the procedures to follow when you receive a written offer on your property that you would like to accept:



1. You must fill out and email the Offer Form to the VAP Administrator, along with a copy of the written offer that you would like to accept, as signed by the potential buyer, and a copy of the Multiple Listing Service listing report. The Offer Form is provided at the end of this booklet (page 29).
2. The written offer must contain two provisions:
  - 1) Acknowledgement that the property is part of the Norfolk Southern Value Assurance Program and Norfolk Southern will have five (5) business days to exercise its right of first refusal prior to the seller being able to accept the offer,  
  
and
  - 2) Agreement by the purchaser to allow access for an Approved Real Estate Appraiser post-closing to perform the Market Value appraisal(s) required by the VAP.
3. Upon receipt of your Offer Form, MLS listing, and written offer, the VAP Administrator will have five (5) business days to notify you via email if Norfolk Southern would like to purchase your property (the Right of First Refusal Period). The Right of First Refusal Period will begin when these VAP requirements are met and all completed documentation has been received, including the two required provisions in the written offer. If an Offer Form and documentation are received after 6:00 pm Eastern, the Right of First Refusal Period will begin at 9:00 am Eastern the following business day. Weekends and holidays are not counted towards the Right of First Refusal Period.
4. If Norfolk Southern chooses to purchase your property, it will pay you the contract price (from the written offer you submitted to the VAP). The VAP Administrator will notify you of Norfolk Southern's decision to purchase your property so that you may notify the other party that you are not going to accept their offer. Norfolk Southern or its representative will contact your real estate agent in order to arrange the closing. Even if Norfolk Southern purchases your property, you are still eligible to make a claim to the VAP after closing (see Step 3 "After Closing, Submit Claim Form and Required Documentation").
5. If Norfolk Southern chooses not to purchase your property, the notification you receive via email will indicate that decision. You may then accept the written offer from the potential buyer and proceed with selling your property. If you and the purchaser wish to modify the written offer after it is accepted, you must notify the VAP Administrator in writing prior to doing so in order to confirm and preserve your VAP eligibility.
6. You may accept an offer prior to the completion of these sub-steps 1-5 and preserve your Eligibility provided that your acceptance is expressly made contingent on Norfolk Southern deciding not to exercise its right of first refusal.
7. You should communicate with potential buyers that, in addition to Norfolk Southern's right of first refusal, the executed sales contract must contain a written provision allowing an Approved Real Estate Appraiser access to the property after closing for purposes of performing the Market Value appraisal(s) for the VAP.

### ***Step 3 – After Closing, Submit Claim Form and Required Documentation***

You must fill out and email to the VAP Administrator the VAP Claim Form included in this booklet (page 31), a copy of the executed sales contract, the closing statement provided to you by the closing attorney, and the recorded deed of sale. These documents must show the date of closing and sale price you received for your property.

All of the information required in the VAP Claim Form, including your Social Security number, must be provided in order for your VAP Claim to be processed.

You must submit the VAP Claim Form and the other necessary documents to the VAP Administrator via email within thirty (30) calendar days of closing of the sale of the Eligible Property.

### ***Step 4 – Determine Market Value***

Upon receipt of your VAP Claim Form, the VAP Administrator will determine the Market Value of your property at the time of sale by ordering an appraisal from one of the Approved Real Estate Appraisers. The Approved Real Estate Appraiser will appraise your property (following the procedures described in “Market Value”, page 8) and make an initial determination of value.

If you do not challenge this initial value determination (as provided for in Step 5 “Determination of VAP Benefits”) then the Market Value will be the value determined by the Approved Real Estate Appraiser.

The cost of the initial Market Value appraisal will be paid by Norfolk Southern.

### ***Step 5 – Determination of VAP Benefits***

The determination of how much you will receive in VAP monetary benefits is the difference between the sale price you received and the Market Value of your property as determined by the procedures outlined in this booklet. As additional VAP benefits, if your property sold for 95% or greater of Market Value, you will receive compensation for the real estate commission you paid (up to a maximum of 6% of the sale price):

<b>Comparison of Sale Price and Market Value</b>	<b>VAP Benefits Paid</b>
Sale Price less than 95% of Market Value	Market Value less Sale Price
Sale Price greater than or equal to 95% but less than 100% of Market Value	Market Value less Sale Price, plus amount of agent’s commission, up to a maximum 6% of sale price
Sale Price greater than or equal to 100% of Market Value	Up to 6% of sale price for agents’ commission paid

After your VAP benefit has been determined, the VAP Administrator will send you a letter (“Response Letter”) detailing the payment for which you are eligible and including the Agreement

to Release Property Claims (see page 33 for sample Agreement to Release Property Claims) and W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property on the date you sold it, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you must:

- Notify the VAP Administrator of your disagreement via email within ten (10) calendar days of the date of the Response Letter.
- Submit to the VAP Administrator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers. The list of Approved Real Estate Appraisers is available on the VAP website at [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues). You may also call the VAP Administrator at (877) 270-6970 or email the VAP Administrator at [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com) and request a copy of the current list of Approved Real Estate Appraisers.
- The appraisal must be emailed by you or the Approved Real Estate Appraiser to the VAP Administrator. The appraisal must be received by the VAP Administrator within sixty (60) calendar days from the date of the Response Letter you originally received. The appraisal must be as of the date you sold your property (i.e., the date of value must be the closing date that the property was sold), use comparable properties from outside the Defined Program Area shown on the map on page 27, and be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.
- The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different Approved Real Estate Appraiser will be ordered and paid for by Norfolk Southern. The two highest values (from the three appraisals) will then be averaged to determine final Market Value.
- The challenge process may result in final Market Value that is higher or lower than the original determination of Market Value. This process is illustrated on page 28.

Once a final determination of Market Value is made, you will be compensated for your VAP benefits according to the guidelines above. The VAP Administrator will send you a letter stating the final determination of Market Value and including the Agreement to Release Property Claims and a W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

## ***Program Participation – Eligible Properties that are Actively Listed beginning September 19, 2023 Through Duration of Interim VAP***

To participate in this program, you must meet all the Eligibility requirements and follow all procedures in this Interim VAP booklet.

### ***Step 1 – Deciding to Sell Your Property***

If you would like to sell your property, contact one of the Approved Real Estate Agents. The current list of Approved Real Estate Agents is available on the VAP website [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues) or from the VAP Administrator (see page 26). The Approved Real Estate Agents are licensed, experienced, familiar with the real estate market in and around East Palestine, Ohio, and have attended VAP orientation.

You may choose any of the Approved Real Estate Agents on the list, but you must use one of these agents to professionally list and market your property in order to be eligible for the VAP.<sup>6</sup>

### ***Step 2 – Reasonable Efforts***

In order to receive benefits from the VAP, you must make Reasonable Efforts to sell your Eligible Property for its maximum value. Reasonable Efforts include:

- You must list the property with an Approved Real Estate Agent and the property must be listed through the local Multiple Listing Service (MLS).
- You must make diligent efforts to comply with the reasonable suggestions of your real estate agent, including listing the property at the appropriate price, making reasonable improvements to your property, advertising your property, and showing your property. There is no limit on the amount of improvements that may be made voluntarily preparing the property to sell; however, participating property owners will not be required to spend more than one percent (1%) of list price following their real estate agent's suggestions.
- The transaction must be arm's-length, which means both parties are independent, typically motivated, have no prior relationship, and are not unduly influenced by each other. If you sell your property to a related party you are not eligible for VAP benefits without receiving prior written approval from the VAP Administrator. A family member selling to another family member or a business associate selling to a business partner is not an arm's-length transaction. In addition, if your property is foreclosed upon, you are not eligible to participate in the VAP.

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<sup>6</sup> If your preferred real estate agent is not on the approved list, and you would like him or her to be added to the approved list, please have the real estate agent contact the VAP Administrator at the Contact Information provided on page 26.

### *Step 3 – Receiving a Written Offer*

You may receive more than one offer to purchase your property. You do not have to accept the first offer that you receive and you are encouraged to negotiate to obtain the maximum price possible for your property. When you receive a written offer on your property that you would like to accept, you must follow these procedures to be eligible for VAP benefits.

As part of participation in the VAP, you agree to allow Norfolk Southern the right of first refusal on your property. This simply means that when you receive a written offer that you would like to accept, Norfolk Southern will be notified and can buy your property itself at the contract price before you sell it to anyone else.

The following steps outline the procedures to follow when you receive a written offer on your property that you would like to accept:

1. You must fill out and email the Offer Form to the VAP Administrator, along with a copy of the written offer that you would like to accept, as signed by the potential buyer, and a copy of the Multiple Listing Service listing report. The Offer Form is provided at the end of this booklet (page 29).
2. The written offer must contain two provisions:
  - 1) Acknowledgement that the property is part of the Norfolk Southern Value Assurance Program and Norfolk Southern will have five (5) business days to exercise its right of first refusal prior to the seller being able to accept the offer,  
  
and
  - 2) Agreement by the purchaser to allow access for an Approved Real Estate Appraiser post-closing to perform the Market Value appraisal(s) required by the VAP.
3. Upon receipt of your Offer Form, MLS listing, and written offer, the VAP Administrator will have five (5) business days to notify you via email if Norfolk Southern would like to purchase your property (the Right of First Refusal Period). The Right of First Refusal Period will begin when these VAP requirements are met and all completed documentation has been received, including the two required provisions in the written offer. If an Offer Form and documentation are received after 6:00 pm Eastern, the Right of First Refusal Period will begin at 9:00 am Eastern the following business day. Weekends and holidays are not counted towards the Right of First Refusal Period.
4. If Norfolk Southern chooses to purchase your property, it will pay you the contract price (from the written offer you submitted to the VAP). The VAP Administrator will notify you of Norfolk Southern's decision to purchase your property so that you may notify the other party that you are not going to accept their offer. Norfolk Southern or its representative will contact your real estate agent in order to arrange the closing. Even if Norfolk Southern purchases your property, you are still eligible to make a claim to the VAP after closing (see Step 4 "After Closing, Submit Claim Form and Required Documentation").

5. If Norfolk Southern chooses not to purchase your property, the notification you receive via email will indicate that decision. You may then accept the written offer from the potential buyer and proceed with selling your property. If you and the purchaser wish to modify the written offer after it is accepted, you must notify the VAP Administrator in writing prior to doing so in order to confirm and preserve your VAP eligibility.
6. You may accept an offer prior to the completion of these sub-steps 1-5 and preserve your Eligibility provided that your acceptance is expressly made contingent on Norfolk Southern deciding not to exercise its right of first refusal.
7. You should communicate with potential buyers that, in addition to Norfolk Southern's right of first refusal, the executed sales contract must contain a written provision allowing an Approved Real Estate Appraiser access to the property after closing for purposes of performing the Market Value appraisal(s) for the VAP.

#### ***Step 4 – After Closing, Submit Claim Form and Required Documentation***

You must fill out and email to the VAP Administrator the VAP Claim Form included in this booklet (page 31), a copy of the executed sales contract, the closing statement provided to you by the closing attorney, and the recorded deed of sale. These documents must show the date of closing and sale price you received for your property.

All of the information required in the VAP Claim Form, including your Social Security number, must be provided in order for your VAP Claim to be processed.

You must submit the VAP Claim Form and the other necessary documents to the VAP Administrator via email within thirty (30) calendar days of closing of the sale of the Eligible Property.

#### ***Step 5 – Determine Market Value***

Upon receipt of your VAP Claim Form, the VAP Administrator will determine the Market Value of your property at the time of sale by ordering an appraisal from one of the Approved Real Estate Appraisers. The Approved Real Estate Appraiser will appraise your property (following the procedures described in “Market Value”, page 8) and make an initial determination of value.

If you do not challenge this initial value determination (as provided for in Step 6 “Determination of VAP Benefits”) then the Market Value will be the value determined by the Approved Real Estate Appraiser.

The cost of the initial Market Value appraisal will be paid by Norfolk Southern.

#### ***Step 6 – Determination of VAP Benefits***

The determination of how much you will receive in VAP monetary benefits is the difference between the sale price you received and the Market Value of your property as determined by the procedures outlined in this booklet. As additional VAP benefits, if your property sold for 95% or greater of Market Value, you will receive compensation for the real estate commission you paid (up to a maximum of 6% of the sale price):

<b>Comparison of Sale Price and Market Value</b>	<b>VAP Benefits Paid</b>
Sale Price less than 95% of Market Value	Market Value less Sale Price
Sale Price greater than or equal to 95% but less than 100% of Market Value	Market Value less Sale Price, plus amount of agent's commission, up to a maximum 6% of sale price.
Sale Price greater than or equal to 100% of Market Value	Up to 6% of sale price for agents' commission paid

After your VAP benefit has been determined, the VAP Administrator will send you a letter (“Response Letter”) detailing the payment for which you are eligible and including the Agreement to Release Property Claims (see page 33 for sample Agreement to Release Property Claims) and W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.

If you do not agree that the Market Value assigned to your property by the Approved Real Estate Appraiser is the true Market Value of your property on the date you sold it, you can challenge the Market Value assigned by the Approved Real Estate Appraiser. To do so, you must:

- Notify the VAP Administrator of your disagreement via email within ten (10) calendar days of the date of the Response Letter.
- Submit to the VAP Administrator an appraisal of your property, at your own cost, using one of the Approved Real Estate Appraisers. The list of Approved Real Estate Appraisers is available on the VAP website at [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues). You may also call the VAP Administrator at (877) 270-6970 or email the VAP Administrator at [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com) and request a copy of the current list of Approved Real Estate Appraisers.
- The appraisal must be emailed by you or the Approved Real Estate Appraiser to the VAP Administrator. The appraisal must be received by the VAP Administrator within sixty (60) calendar days from the date of the Response Letter you originally received. The appraisal must be as of the date you sold your property (i.e., the date of value must be the closing date that the property was sold), use comparable properties from outside the Defined Program Area shown on the map on page 27, and be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.
- The Market Value from the original appraisal and the Market Value from the second appraisal will be averaged to determine final Market Value. If the Market Value per the first and second appraisals are more than 10% apart, a third appraisal from a different Approved Real Estate Appraiser will be ordered and paid for by Norfolk Southern. The two highest values (from the three appraisals) will then be averaged to determine final Market Value.

- The challenge process may result in final Market Value that is higher or lower than the original determination of Market Value. This process is illustrated on page 28.

Once a final determination of Market Value is made, you will be compensated for your VAP benefits according to the guidelines above. The VAP Administrator will send you a letter stating the final determination of Market Value and including the Agreement to Release Property Claims and a W-9 Form that must be signed and emailed to the VAP Administrator prior to receiving your VAP benefits. A check will be mailed to you within thirty (30) calendar days of the receipt of your completed, signed, and returned Agreement to Release Property Claims and W-9 Form.



### *If You Do Not Receive an Offer*

The VAP is not an offer from Norfolk Southern to purchase your property. The VAP is designed to help maintain property values, and also to make sure you are compensated in the event you decide to sell your property under the terms of this program and the sale price you receive is less than Market Value. However, from time to time, a property owner may not receive an offer for their property even after listing it for sale. Norfolk Southern makes no guarantee or assurance that you will receive an offer for your property and will not be obligated to purchase your property if you do not receive an offer.

If your listing agreement in place as of September 18, 2023 expires or you choose to withdraw your listing subsequent to September 18, 2023, you may re-list your property and follow the procedures outlined in “Program Participation - Eligible Properties that are Actively Listed beginning September 19, 2023”.

### *Extension of Time*

The time frames for submission of VAP Claim Forms and submission of appraisal for Market Value challenges may be extended at the discretion of the VAP Administrator for good cause shown. If you anticipate not being able to meet one of these deadlines, you must contact the VAP Administrator via email prior to the expiration of the deadline.

**This booklet contains the rules and requirements of the Interim VAP. Norfolk Southern and the VAP Administrator reserve the right to modify the terms of the Interim VAP as described in this booklet, at their discretion upon reasonable notice.**

## *VAP Administrator Contact Information*

Norfolk Southern has retained Alvarez & Marsal to administer the VAP, a global consulting firm with real estate specialists experienced in running similar programs nationwide.

If you or your real estate agent, real estate appraiser, broker, or lender have any questions about the VAP or how it works, you may contact the VAP Administrator by one of the following:

- Email address: [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com)
- Toll-free voicemail line: (877) 270-6970
- Mailing address: Norfolk Southern VAP Administrator

P.O. Box 815  
Birmingham, AL 35201

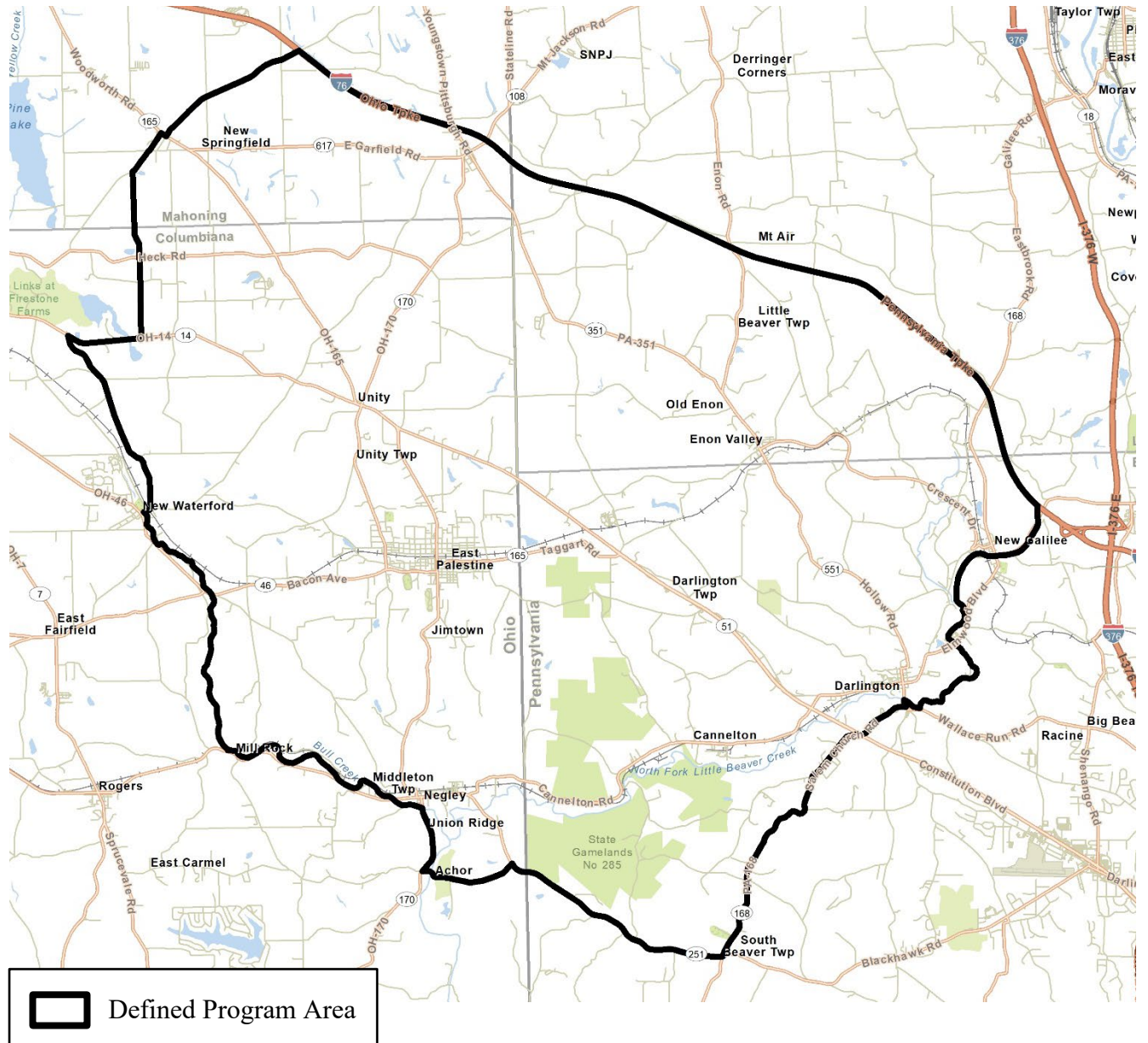
The VAP Administrator will respond promptly to your questions via email, telephone or mail.

A copy of this booklet and additional information may be found on the program website: [NSMakingItRight.com/HomeValues](http://NSMakingItRight.com/HomeValues).

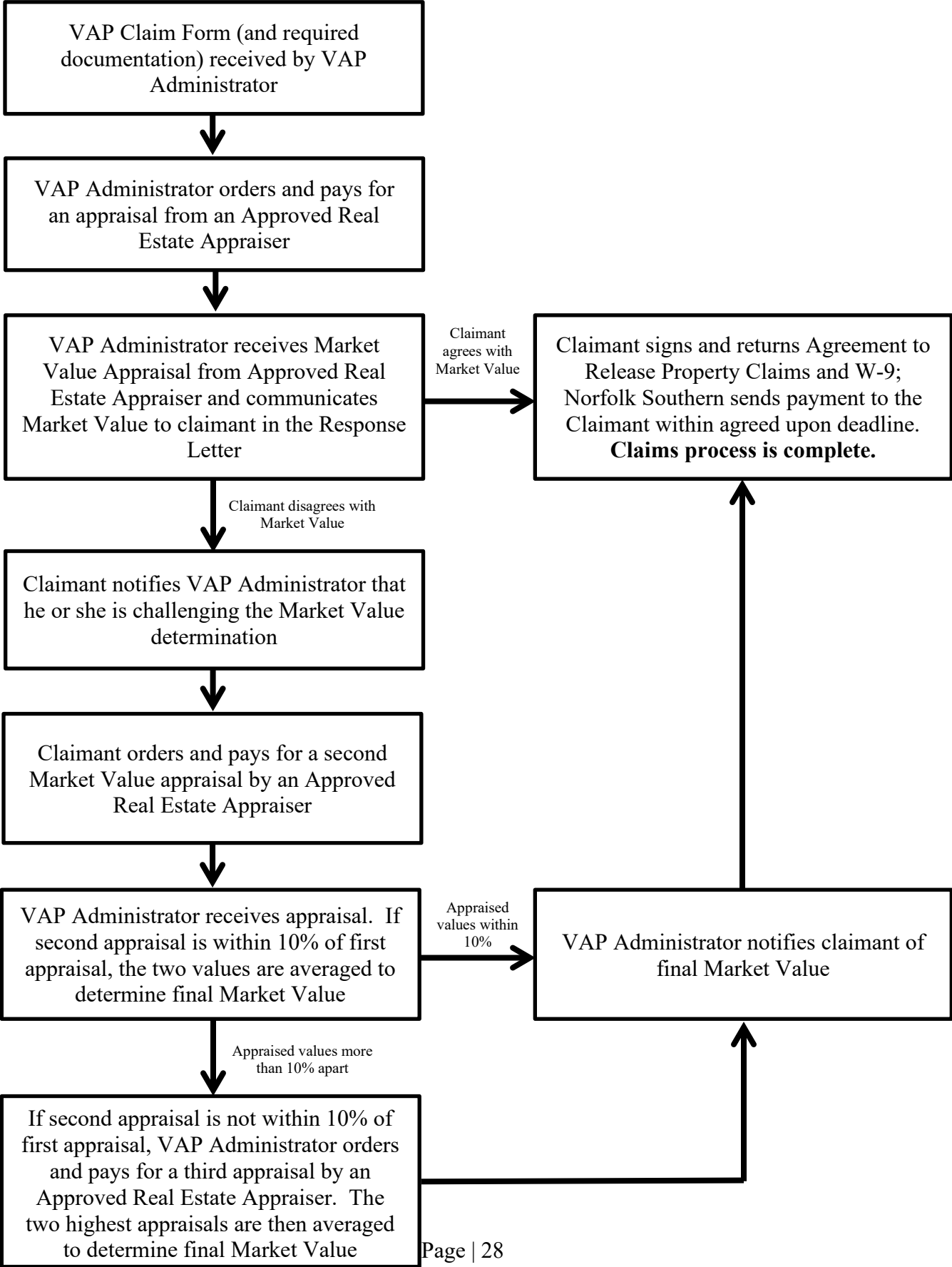
**Please note:** Information regarding Norfolk Southern's ongoing response related to the February 3, 2023 derailment in East Palestine, Ohio, (including environmental assessments, remediation work, and other support and programs for the community) may be found at [www.NSMakingItRight.com](http://www.NSMakingItRight.com).

# Defined Program Area

In determining Market Value, Approved Real Estate Appraisers will only use sales of comparable property located outside the Defined Program Area depicted on the map below.



# Market Value Illustration



# **OFFER FORM**

Submit this form (and required documentation) if you have received a written offer on your property that you would like to accept

**Norfolk Southern Value Assurance Program  
OFFER FORM**

Seller Information	
Owner Name(s)	
Mailing Address	
Phone Number	
Email Address	
Property Information	
Property Address	
Parcel ID Number	
Real Estate Agent Information	
Name	
Agency	
Phone Number	
Email Address	
Purchaser Information	
Name	
Phone Number	
Offer Price	
Date of Offer	
Proposed Closing Date	

I am making a claim under the Norfolk Southern Value Assurance Program. I own an Eligible Property and have received a written offer to purchase my property, which I would like to accept.

The potential buyer has been informed of and agreed to 1) Norfolk Southern's five (5) business day Right of First Refusal Period and 2) access for an Approved Real Estate Appraiser after closing for purposes of the Market Value appraisal(s) required by the VAP.

Owner Signature	Date
Co-Owner Signature	Date
Agent Signature	Date

This Offer Form, a copy of the written offer received on your property that you would like to accept, and a copy of the Multiple Listing Service listing report must be emailed to [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com). The VAP Administrator will respond with Norfolk Southern's right of first refusal decision within five (5) business days.

## **CLAIM FORM**

**If closing occurred after September 18, 2023:**

Submit this form (and required documentation) within  
thirty (30) days of closing on your property

**If closing occurred on or prior to September 18,  
2023:**

Submit this form (and required documentation) by  
November 30, 2023

**Norfolk Southern Value Assurance Program  
CLAIM FORM**

Seller Information	
Owner Name(s)	
Current Mailing Address	
Phone Number	
Email Address	
Property Information	
Property Address	
Parcel ID Number	
Real Estate Agent Information	
Name	
Agency	
Phone Number	
Email Address	
Purchaser Information	
Name	
Phone Number	
Sale Price	
Closing Date	

I owned an Eligible Property and sold it following VAP procedures.

Owner Signature	Date
Owner Social Security Number or EIN	
Co-Owner Signature, if any	Date
Co-Owner Social Security Number or EIN	
Agent Signature	Date

This Claim Form plus a copy of the executed sales contract, closing statement, and recorded deed must be emailed to [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com) by the deadlines specified under “Program Participation” for your claim to be processed.



## **SAMPLE AGREEMENT TO RELEASE PROPERTY CLAIMS**

You will receive the Agreement to Release Property Claims with the Response Letter detailing the payment for which you are eligible.

The signed Agreement to Release Property Claims must be emailed to [PropertyAdministrator@alvarezandmarsal.com](mailto:PropertyAdministrator@alvarezandmarsal.com).

There is pending class action litigation arising out of the February 3, 2023 derailment in East Palestine, and it includes claims for property damage. *See In re: East Palestine Train Derailment*, No. 4:23-CV-00242 (N.D. Ohio). The Agreement to Release Property Claims will affect your legal rights. You may wish to discuss this matter with an attorney.

## AGREEMENT TO RELEASE PROPERTY CLAIMS

THIS AGREEMENT TO RELEASE PROPERTY CLAIMS (“Agreement”) is made and entered into this \_\_\_ day of [INSERT DATE], by and between [INSERT PROPERTY OWNERS] (“Owner”), and Norfolk Southern Railway Company and Norfolk Southern Corporation (collectively, “Company”).

### W I T N E S S E T H   T H A T:

WHEREAS, Owner has chosen to participate in the Value Assurance Program (“VAP”) for Owner’s real property generally known as [INSERT ADDRESS], [CITY], [COUNTY], [STATE], being Tax Map No. [INSERT TAX BLOCK AND LOT] and Permanent Parcel No. [INSERT NUMBER], (the “Eligible Property”), and

WHEREAS, in connection with the same, the parties hereto desire to enter into this Agreement relating to the release of real property claims (as defined in Paragraph 3 below) that Owner may have against Released Parties (as defined in Paragraph 4 below) arising out of or relating to the February 3, 2023 train derailment in East Palestine, Ohio; the chemical release, fire, emergency response, clean-up, remediation, shelter-in-place and evacuation in and around East Palestine, Ohio following the February 3, 2023 train derailment; and the February 6, 2023 controlled release (collectively, the “Incident”).

NOW, THEREFORE, in consideration of the payment to be provided to Owner under the terms of the VAP as set forth in Paragraph 1 below, the mutual promises made herein, and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. Company shall pay Owner the amount of \$\_\_\_\_\_ (the “VAP Payment”).
2. Owner acknowledges that Owner has read and understands the terms of participation in the VAP, as set forth on the VAP website, at <https://nsmakingitright.com/homevalues/>, as of the date of this Agreement.
3. The VAP Payment reflects full satisfaction of any and all amounts to be paid to Owner related to any and all diminution in value of real property of any kind whatsoever on or near the Eligible Property allegedly arising out of or relating to

the Incident. Accordingly, Owner, for himself or herself, and his or her predecessors, successors, heirs, assigns, guests, invitees, current or future relatives, spouses or children, and all persons acting by, through, or in concert with them, agrees to unconditionally, absolutely, and irrevocably fully and forever release, acquit, covenant not to sue, and discharge Released Parties from any and all claims, actions, legal or administrative complaints, causes of action (in law or equity), suits, debts, liens, liability (including all direct and/or indirect liability), demands, damages, losses, costs, or expenses of any kind whatsoever, known or unknown, that Owner now has against Released Parties for any and all damages of any kind whatsoever to the Eligible Property arising out of or relating to the Incident, including relating to environmental conditions on or near the Eligible Property, from any associated environmental investigation, from any environmental remediation and restoration activities on or near the Eligible Property, and/or from any diminution in value of the Eligible Property arising out of or relating to environmental conditions at, on, in, under or near the Eligible Property. The parties acknowledge and agree that Owner is releasing real property claims only, as defined in this Paragraph. For avoidance of any doubt, Owner is not releasing, through this Agreement, any personal injury, emotional distress, medical monitoring, inconvenience, loss of enjoyment, annoyance, or loss of use claims allegedly arising out of or relating to the Incident.

4. Released Parties means Norfolk Southern Railway Company and Norfolk Southern Corporation (collectively defined above as “Company”), and, to the same extent as if expressly named, their respective parents, subsidiaries and affiliated companies, their leased and operated lines, and all other persons, firms and corporations, all of the respective predecessors, successors, assignees, lessors, officers, directors, agents, contractors, subcontractors, attorneys, insurers, and employees of the aforesaid, past, present and future, as well as their heirs and legal representatives; any other manufacturers, owners, lessors, lessees, shippers, and consignees of the rail cars and products involved in the Incident; the manufacturers, installers, and designers of the rail track or other railroad equipment associated with the Incident; the Association of American Railroads; any persons, business entities, and agencies that assisted in or supported the emergency response, remediation, air monitoring, soil monitoring, water monitoring, and clean-up activities associated with the Incident, including the activities of private, public, and governmental agencies, entities and authorities, whether federal, state, county or local, their employees, officers, agents, members, and volunteers; and any owners, lessors, and lessees of any other real property located at the site of the Incident.

5. Owner warrants and represents that Owner is the sole and absolute legal owner of the Eligible Property and the claims covered by this Agreement, including, for avoidance of any doubt, the release in Paragraph 3 above; that Owner's claims have not been assigned, transferred, or disposed of in fact, by operation of law, or in any matter whatsoever; and that Owner has the full right and power to execute and deliver the release in Paragraph 3 and the other agreements contained herein.
6. Owner understands and acknowledges that there is pending class action litigation against Company arising out of the Incident, and it includes claims for property damage. *See In re: East Palestine Train Derailment*, No. 4:23-cv-00242 (N.D. Ohio). Owner understands and acknowledges that the operative First Amended Master Consolidated Class Action Complaint and Jury Demand in *In re: East Palestine Train Derailment*, filed August 14, 2023, which includes the names and contact information of interim class counsel, as well as a description of the putative classes, is publicly available for Owner's review on the VAP website, at <https://nsmakingitright.com/homevalues/>.
7. The parties understand and agree that this Agreement, and the existence of, and Owner's participation in, the VAP, is not to be construed as an allegation or an admission that any party has caused or is responsible for any environmental conditions on the Eligible Property. Nothing herein is intended or should be construed as a waiver of any party's rights to assert claims against entities other than Released Parties that are allegedly responsible for and/or are the proximate cause of any diminution in value of any kind whatsoever on or near the Eligible Property.
8. This Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of Owner and Company, and may not be modified except by a signed writing by the parties.
9. Any riders or addenda attached hereto are incorporated herein.
10. Owner acknowledges and agrees that Owner has read in full this Agreement; has had the opportunity to review its contents, meaning, and effects with legal counsel of their choice or has freely chosen not to exercise that opportunity; knows and understands this Agreement's contents, meaning, and effects; and executes this Agreement of Owner's own free, informed will.

OWNER

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[NAME]

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_