

Addendum to Mortgage

This Addendum to Mortgage adds to but does not restrict or limit any of the terms or conditions of the Mortgage to which it is attached.

The undersigned herein acknowledge that the loan which is evidenced by the Mortgage was extended to the undersigned on more favorable terms than exist in the current loan market place because of the employment relationship of one or both of the undersigned with Norfolk Southern Corporation, or with one of its subsidiary corporations. Accordingly, the undersigned agree that, in the event of the termination of all of the aforesaid employment relationship, other than by death, retirement or disability, the mortgagee after having received written notification thereof from Norfolk Southern Corporation, may demand accelerated payment of the entire unpaid balance of the indebtedness owed under the aforesaid Mortgage. The undersigned agree that, within 30 days of receipt of notice of any such demand for accelerated payment, the undersigned shall remit the entire unpaid indebtedness then owed the mortgagee.

In the event the mortgagee does not exercise its option to demand acceleration of the entire indebtedness as provided in the preceding paragraph, the undersigned agree that, as consideration for the waiver of the right to accelerate the indebtedness, the undersigned shall enter into, by execution thereof, a Modification Agreement in which the interest rate of the Mortgage will be adjusted to the then prevailing market interest rate for conventional mortgage loans.

In addition to and not in contravention of any of the terms of the aforesaid Mortgage or of the foregoing provisions of this Addendum to Mortgage, the undersigned specifically grant to the mortgagee, the option to demand and to receive accelerated payment of the entire indebtedness owed under the aforesaid Mortgage at any time after the tenth yearly anniversary of the date of the commencement of amortization according to the terms of the aforesaid Mortgage, but only if the mortgagee has first obtained the written consent of Norfolk Southern Corporation for any such accelerated payment demand. The undersigned agree that the entire unpaid principal balance shall be remitted to the mortgagee within 30 days of receipt of any such demand for accelerated payment issued with the prior written consent of Norfolk Southern Corporation.

THE OPTION IN THE IMMEDIATELY PRECEDING PARAGRAPH WILL BE OF NO FORCE AND EFFECT AND WILL BECOME NULL AND VOID IN THE EVENT VIRGINIA NATIONAL BANK SELLS, CONVEYS OR ASSIGNS THE AFORESAID MORTGAGE TO SOME PARTY OTHER THAN NORFOLK SOUTHERN CORPORATION.

James P. Brannon  
GRANTOR  
JAMES P. BRANNON

Carol W. Brannon  
GRANTOR  
CAROL W. BRANNON