

3. The Northern Company and the Trunk Company hereby covenant and agree with the Pacific Company and the Pacific Company hereby covenants and agrees with the Northern Company and the Trunk Company that except as herein otherwise provided all the rights, terms, covenants, conditions, provisions and agreements in the said Joint Section Agreement contained, shall enure to the benefit of and be binding upon the Trunk Company and shall apply to the operation of the trains of the Co-ordinated System over the Joint Tracks and to the use and enjoyment by the Co-ordinated System of the Joint Premises, and that wherever the words the "Northern Company" or the word "Company," when the same means the Northern Company appear in the Joint Section Agreement the same shall hereafter be construed as meaning the Northern Company and/or the Trunk Company, and the Northern Company and the Trunk Company hereby covenant and agree with the Pacific Company to observe, perform and fully comply with all of the terms, covenants, conditions, provisions and agreements in the Joint Section Agreement contained, as varied hereby.

4. The Pacific Company further agrees with the Northern Company and the Trunk Company that, whenever it receives a request in writing from the Northern Company or its successor (by amalgamation or otherwise) so to do, it will permit any other Company or Railway forming part of the Canadian National Railways to exercise the same rights as are hereby granted to the Trunk Company, upon and subject to the same terms, covenants and conditions herein and in the Joint Section Agreement contained, subject, however, in that event to this variation, that the share of the cost and expenses mentioned in sub-paragraphs (c), (e) and (f) of the said Clause 24 of the Joint Section Agreement payable by the Northern Company, the Trunk Company and such other Company or Companies, Railway or Railways forming part of the Canadian National Railways, shall be the proportion of the total of such cost and expenses which the number of their engines and cars passing over the Joint Tracks or any portion thereof bears to the total number of engines and cars passing over the Joint Tracks or any portion thereof, but in no event shall such share be less than the percentages provided for in Clause 2 of this Agreement; Provided, however, and it is hereby agreed that should the freight trains of either of the parties hereto be hereafter diverted so as not to pass over the Joint Tracks, such trains shall not be included in the count of wheelage herein provided for, even though it should be necessary in order to make such diversion, for such trains to cross over the Joint Tracks at or near both or one of the termini thereof.