

for collecting such rental shall be with the Owner; PROVIDED that no such lease shall be made of any portion of the Joint Section which shall at the time be required for the use of the parties hereto, or either of them under this Agreement.

33. The Owner shall keep a capital account to which shall be charged the sum of One hundred and forty thousand dollars (\$140,000.00) which sum is for the purposes hereof agreed upon as the value of the Joint Section as of the date hereof, and any expenditure incurred after said date in acquiring additional lands and in providing, making and constructing additional railway facilities and appurtenances, permanent improvements, buildings, alterations, extensions, additions, substitutions, works and things which may be acquired, provided, made or constructed under the provisions of paragraphs 6 and 7 hereof, and generally all such other sums, if any, not herein specified, as are properly chargeable to Capital as distinguished from Maintenance Account.

PROVIDED, HOWEVER, that, except as provided by paragraph 28 hereof, in case any facility forming part of the Joint Section shall be retired, the capital value of the building so retired, as shown in the capital account, shall be deducted from the capital account, and the amount so deducted shall be charged to maintenance and operating expenses, and in case any such facility shall be replaced by a new facility, the total cost of such new facility shall be added to the capital account on which rental is to be paid by the User as herein provided.

34. The Owner shall also keep one or more accounts of the expenses from time to time incurred in the maintenance and operation of the Joint Section, as may be required for the purpose of this Agreement. Such expenses shall consist of and include office and management expenses, salaries and wages of officers and employees, legal and other like expenses, materials, supplies, maintenance and repairs, furniture, equipment, heating and upkeep generally, including repairs and upkeep of signals, highway crossings, bridges, and other structures and also all culverts, ditches and fences, taxes (other than taxes on earnings) whether or not the User enjoys any exemption from taxes by Statute or otherwise, lighting, water supply, compensation for loss, damage, or injury which is to be borne jointly by the parties hereto under paragraphs 19, 20 and 21 hereof; the cost of compliance by either of the parties hereto with any Order of the Board or other duly qualified authority respecting the maintenance and operation of the Joint Section or any portion thereof, the cost of snow removal and generally all such other expenses, if any, as are usually chargeable to Maintenance and Operation, as distinct from Capital Account.