

System") over the Joint Tracks and to have and enjoy for the Co-ordinated System all the privileges and advantages granted to the Northern Company under the Joint Section Agreement;

AND WHEREAS the Pacific Company has agreed thereto upon and subject to the observance and performance by the Northern Company and the Trunk Company of the terms, covenants, conditions, provisions and agreements in the said Joint Section Agreement set out as varied hereby;

THEREFORE, the parties hereto respectively covenant and agree each with the other of them as follows:—

1. The Pacific Company covenants and agrees with the Northern Company and the Trunk Company that the Northern Company and the Trunk Company operating as the Co-ordinated System may, during the continuance of this Agreement, operate the trains of the Co-ordinated System over the Joint Tracks and that the Co-ordinated System shall have the benefit and enjoyment of the Joint Premises all upon the terms, covenants, conditions, provisions and agreements herein and in the Joint Section Agreement particularly set out, and in conjunction with the Pacific Company and any other Company or Companies to which the Pacific Company may in pursuance of the Joint Section Agreement give similar privileges.

2. The Northern Company and the Trunk Company jointly covenant and agree to pay to the Pacific Company all sums payable by the Northern Company to the Pacific Company under the Joint Section Agreement except that in lieu of the sums payable under sub-paragraphs (c), (e) and (f) of Clause 24 of the Joint Section Agreement the following sums shall be payable by the Northern Company and the Trunk Company jointly to the Pacific Company: (1) thirty-five per cent. (35%) of the cost and expense of maintenance and repair of the Joint Premises, including the maintenance and operation of the passenger station and services incidental thereto; (2) thirty-five per cent. (35%) of all insurance premiums, if any, payable in respect of any building or structure comprised in the Joint Premises, including premiums charged by the Pacific Company in respect of any insurance carried in its own Insurance Fund: and (3) thirty-five per cent. (35%) of all such other cost and expense incurred in the maintenance and repair of the Joint Premises not included in the foregoing, but which according to the usual practice of railway companies is properly chargeable to maintenance and repair, being an increase of five per cent. (5%) in the percentages agreed to be paid by the Northern Company to the Pacific Company under sub-paragraphs (c), (e) and (f) of Clause 24 of the Joint Section Agreement, and the said sub-paragraphs (c), (e) and (f) of said Clause 24 of the Joint Section Agreement are hereby amended accordingly.