

Additional
facilities.

8. The Pacific shall from time to time during the continuance of this Agreement provide or construct upon any land which shall at such time or times be comprised in the Joint Section, such additional railway facilities and appurtenances, including new station and other buildings, as in the opinion of the parties hereto may be required for the operation and handling of the traffic and business of the parties hereto, and shall re-arrange, rebuild, alter or make such permanent improvements, additions or extensions to or substitutions for any railway facilities or appurtenances including buildings now or any time hereafter comprised in in Joint Section, as in the opinion of the parties hereto may be required, and shall provide, make and construct such works and things in connection with the Joint Section or any portion thereof as have been or may from time to time be ordered or required by the Board, or any other properly qualified authority, and the cost of any and all such additional railway facilities and appurtenances, permanent improvements, buildings and rebuildings, alterations (not in the nature of repairs), extensions, additions, substitutions, works and things, shall be added to Capital Account and shall be borne in equal shares by the parties hereto; provided that, should at any time there be any dispute or difference of opinion between the parties hereto as to the necessity or expediency of any work which either party may at any time hereafter desire to have done under the provisions of this Paragraph for any of the purposes herein referred to, such dispute or difference shall be referred for settlement as provided by Paragraph 44 hereof.

Industrial
sidings.

9. (a) Each party shall have the right to construct, maintain and operate industrial and other sidings connecting with the Joint Section.

(b) If both parties agree in desiring the construction of such siding or sidings, the same shall be constructed by the Pacific and the cost of construction thereof insofar as the same shall be borne by the parties hereto shall be added to the Capital Account referred to in Paragraph 36 hereof, and the cost of maintenance and operation, insofar as the same shall be borne by the parties hereto, shall be included in the Maintenance and Operation account referred to in Paragraph 37 hereof, and shall in each case, as between the parties hereto, be borne accordingly, and all rental and compensation in connection with the use thereof shall be charged and credited as hereinafter provided.

(c) If the National shall construct such a siding without such agreement on the part of the Pacific, the cost of construction, maintenance and operation shall as between the parties hereto be borne solely by the National, and the Pacific shall not have the right to use and shall not use such siding, but it may, at any later date, elect to use the same. Upon such election one-half of the cost of such siding to