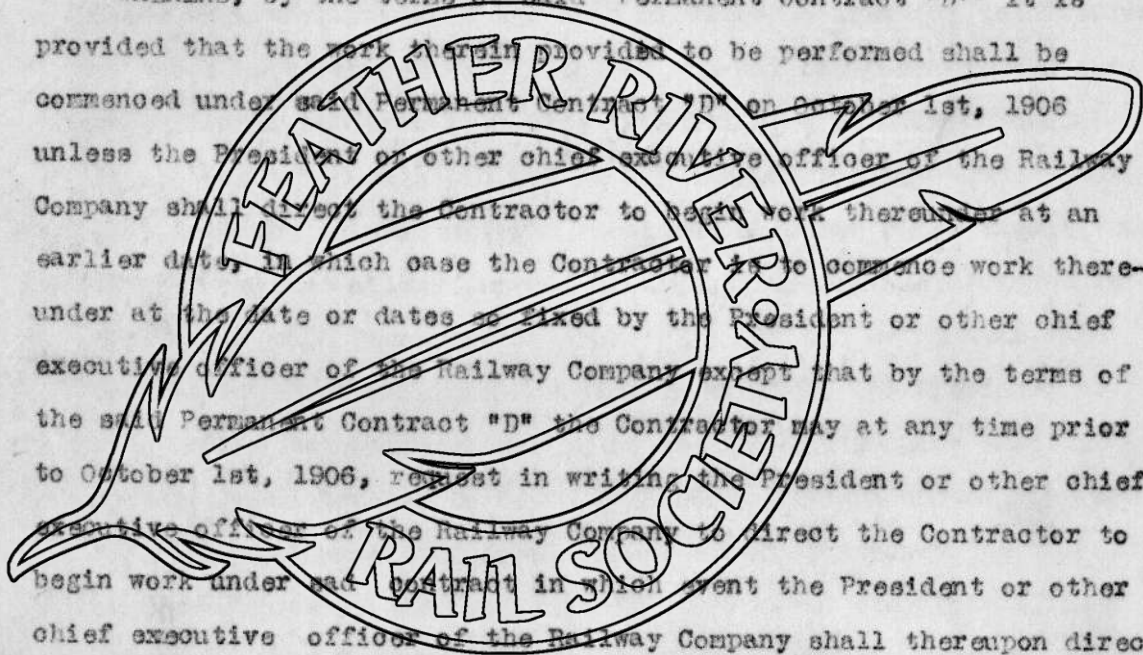


THIS AGREEMENT made and entered into this 30th day of September, 1906, by and between the UTAH CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, hereinafter called the "Contractor", party of the first part, and WESTERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the "Railway Company", party of the second part,

W I T N E S S E T H:

That, whereas, heretofore the parties hereto entered into a certain contract bearing date October 31, 1905, which contract is known as "Permanent Contract "D", a copy of which is hereto attached and is hereby made a part hereof; and

WHEREAS, by the terms of said "Permanent Contract 'D'" it is provided that the work therein provided to be performed shall be commenced under said Permanent Contract "D" on October 1st, 1906 unless the President or other chief executive officer of the Railway Company shall direct the Contractor to begin work thereunder at an earlier date, in which case the Contractor is to commence work thereunder at the date or dates so fixed by the President or other chief executive officer of the Railway Company except that by the terms of the said Permanent Contract "D" the Contractor may at any time prior to October 1st, 1906, request in writing the President or other chief executive officer of the Railway Company to direct the Contractor to begin work under said contract in which event the President or other chief executive officer of the Railway Company shall thereupon direct the Contractor to begin work under said Permanent Contract "D" and that the Contractor shall commence work thereunder at the date or dates fixed by the President or other chief executive officer of the Railway



Company in such notice; and

WHEREAS, the parties hereto mutually agree to extend the time when said work shall be commenced under said Permanent Contract "D";

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations paid to each of the parties hereto by and moving from the other, the receipts whereof are hereby acknowledged;

IT IS HEREBY AGREED between the parties hereto as follows:-

That the said work provided to be performed under the terms of said Permanent Contract "D" shall be commenced under said Permanent Contract "D" on April 15th, 1907, instead of on October 1st, 1906, unless the President or other chief executive officer of the Railway Company shall direct the Contractor to begin work thereunder at an earlier date, in which case, the Contractor is to commence work thereunder at the date or dates so fixed by the President or other chief executive officer of the Railway Company, the said direction to be given by notice in writing of at least ten (10) days; but the Contractor may at any time, prior to April 15th, 1907, request in writing, the President or other chief executive officer of the Railway Company to direct the Contractor to begin work under said Permanent Contract "D"; in the event that said Contractor shall make such request in writing, the President or other chief executive committee of the Railway Company shall thereupon direct the Contractor to begin work under said Permanent Contract "D", and the Contractor shall commence work thereunder at the date or dates fixed by the President or other chief executive officer of the Railway Company, in such notice; provided, however, that the date or dates so fixed shall not exceed ten (10) days from the date that the request is delivered by the Contractor to the Presi-

dent or other chief executive officer of the Railway Company;

In all other respects, including the provisions relating to the work to be performed, the materials to be furnished, the nature and character of said work and materials, the prices to be paid, the manner, terms and conditions upon which payments are to be made and the time of the completion of work, the said Contract "D" is ratified, confirmed and approved;

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized and have caused their respective corporate names and seals to be signed and affixed hereto the day and year first above written.



UTAH CONSOLIDATION COMPANY

By

President.

Attest

Secretary

WESTERN PACIFIC RAILWAY COMPANY,

By

Vice President.

Attest

Secretary.