

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of July, 1908, by and between THE UTAH CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, 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, party of the second part,

W I T N E S S E T H:

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

WHEREAS by the terms of said "Permanent Contract E" it is provided that the work therein provided to be performed shall be commenced under said "Permanent Contract E" on October 1st 1906, except under certain conditions specified in said "Permanent Contract E"; and

WHEREAS the parties hereto have heretofore by agreement dated September 30th, 1906, a copy of which is hereunto attached, mutually agreed to extend the time when said work should be commenced under said "Permanent Contract E" to April 15th, 1907; and

WHEREAS the parties hereto have heretofore by agreement dated April 15th, 1907, a copy of which is hereunto attached, mutually agreed to further extend the time when said work should be commenced under said "Permanent Contract E" to February 1st, 1908; and

WHEREAS the parties hereto have heretofore by agreement dated February 6th, 1908, a copy of which is hereunto attached, mutually agreed to further extend the time when said work should be commenced under said "Permanent Contract E" to August 1st, 1908; and

WHEREAS the parties hereto mutually agree to further extend the time when said work shall be commenced under said "Permanent Contract E" to February 1st, 1909, and also to extend the time on or before which said work shall be completed to May 1st, 1909.

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 for which are hereby acknowledged,

IT IS HEREBY AGREED by the parties hereto that said work provided to be performed under the terms of said "Permanent Contract E" shall be commenced under said "Permanent Contract E" on February 1st, 1909, instead of August 1st, 1908, and that the time on or before which said work shall be wholly completed shall be May 1st, 1909. But this extension, however, shall be subject to the same exceptions, terms and conditions as are set forth in the said agreements of extension hereinbefore mentioned from October 1st, 1906, to August 1st, 1908, inclusive covering the extensions therein agreed upon.

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.

THE UTAH CONSTRUCTION COMPANY

By David Eccles  
President.

By Chas. P. [Signature]  
Secretary.

WESTERN PACIFIC RAILWAY COMPANY

By V. G. [Signature]  
Vice President & Chief Engineer

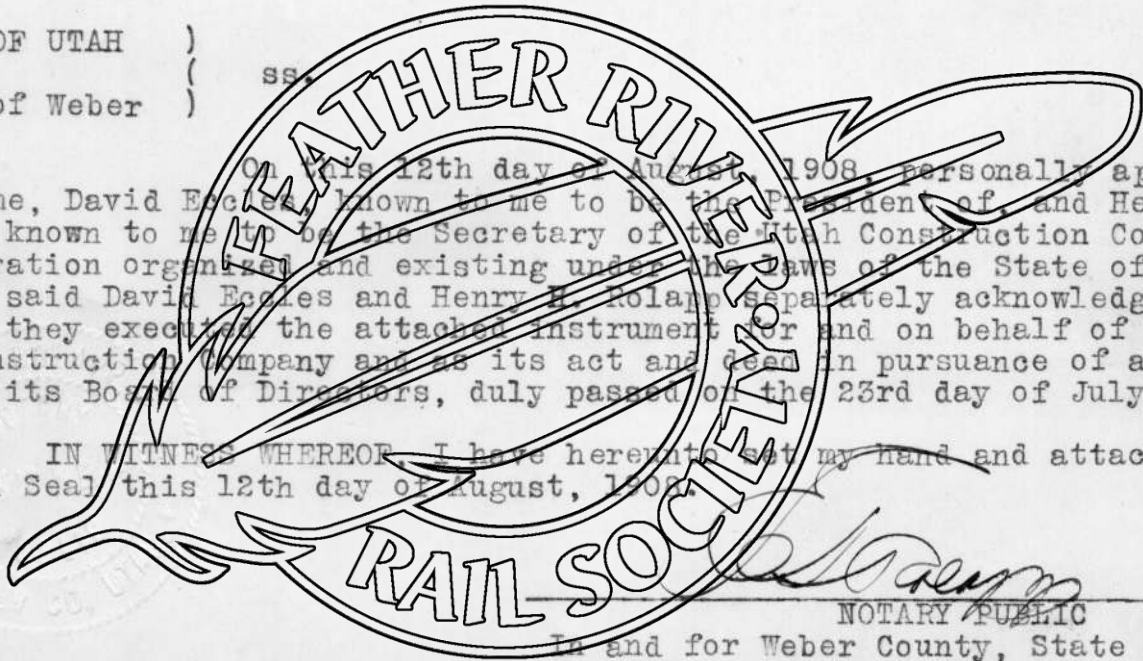
By [Signature]  
Secretary.

STATE OF UTAH )  
(  
County of Weber )

ss.

On this 12th day of August, 1908, personally appeared before me, David Eccles, known to me to be the President of, and Henry H. Rolapp, known to me to be the Secretary of the Utah Construction Company, a corporation organized and existing under the laws of the State of Utah, and the said David Eccles and Henry H. Rolapp separately acknowledged to me that they executed the attached instrument for and on behalf of the Utah Construction Company and as its act and deed in pursuance of a resolution of its Board of Directors, duly passed on the 23rd day of July, 1908.

IN WITNESS WHEREOF, I have hereunto set my hand and attached my Notarial Seal this 12th day of August, 1908.

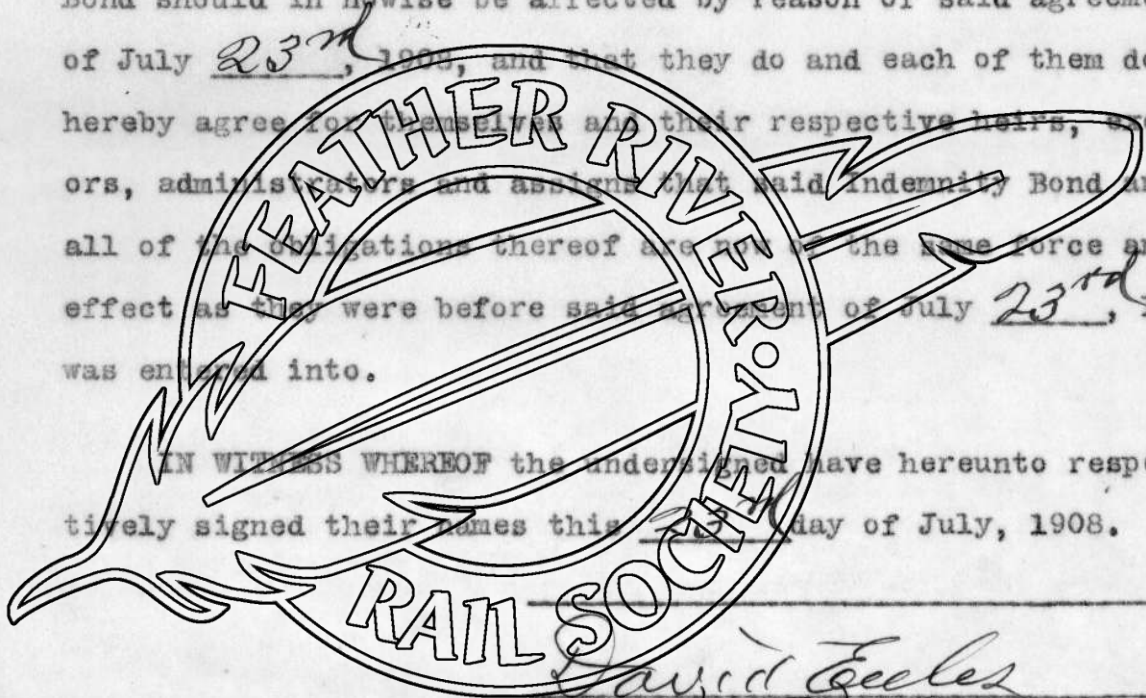


NOTARY PUBLIC

In and for Weber County, State of Utah.

THE UNDERSIGNED, being the sureties in the Indemnity Bond attached to the so-called "Permanent Contract E" dated October 31st, 1905, and mentioning the foregoing agreement entered into between Western Pacific Railway Company and The Utah Construction Company do hereby acknowledge and declare that they had full knowledge of all the terms and conditions of the foregoing agreement dated July 23<sup>rd</sup>, 1908, and that said agreement of July 23<sup>rd</sup>, 1908, was entered into at their solicitation and with their consent and upon the condition that their liability and the liability of each of them upon said Indemnity Bond should in no wise be affected by reason of said agreement of July 23<sup>rd</sup>, 1908, and that they do and each of them does hereby agree for themselves and their respective heirs, executors, administrators and assigns that said indemnity Bond and all of the obligations thereof are not to the same force and effect as they were before said agreement of July 23<sup>rd</sup>, 1908, was entered into.

IN WITNESS WHEREOF the undersigned have hereunto respectively signed their names this 23<sup>rd</sup> day of July, 1908.



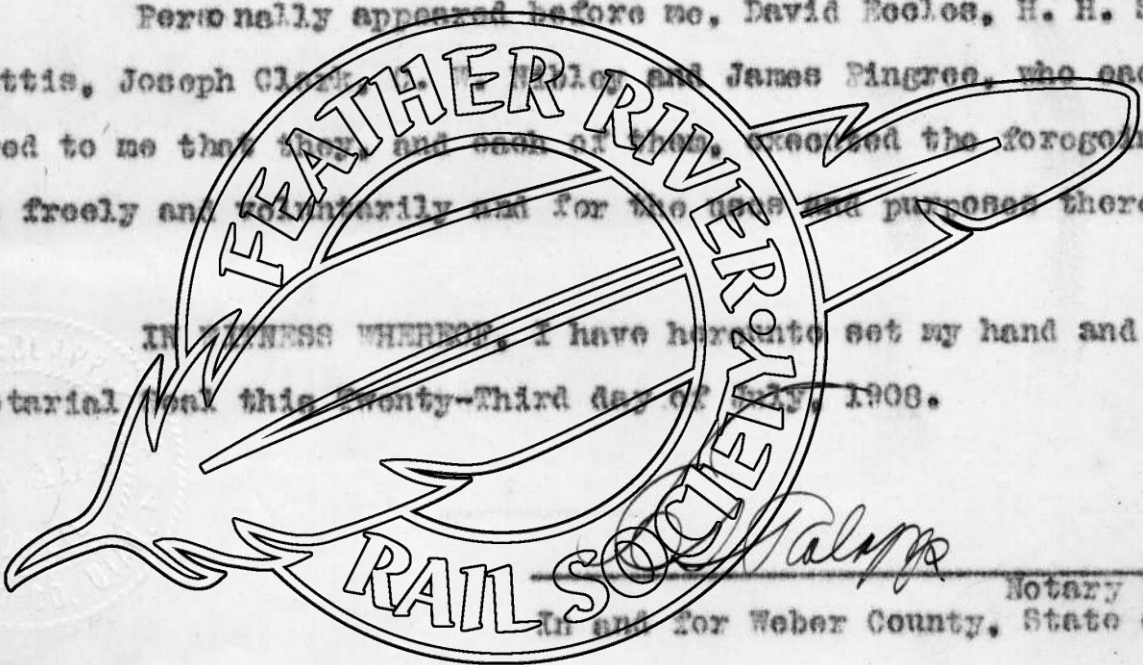
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David Eccles  
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W. H. Waters  
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Jos. Blank  
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STATE OF UTAH )  
County of Weber )

88.

Personally appeared before me, David Eccles, H. H. Spencer, W. H. Wattis, Joseph Clark, [unclear] and James Pingree, who each acknowledged to me that they and each of them, executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and attached my Notarial Seal this Twenty-Third day of July, 1908.



*David Eccles*  
Notary Public.  
in and for Weber County, State of Utah.

My commission expires September 8th, 1909.