

Western Pacific will pay Utah Construction Company one hundred dollars per month, beginning January 1, 1910, for use of pipe line so long as Western Pacific uses the same.

2. If work on the loop is not resumed within the period named in paragraph four, the Western Pacific will pay the Utah Construction as the Western Pacific proportion of installation and removal of the pipe line, steam shovels, rails and all other equipment, the sum of \$9,007.00 and will repay the Utah Construction Company the sum of \$10,000.00 which is to be deducted from the final payment under Deeth to Desert contract, clause C.

3. If work on the loop is resumed within the period named in paragraph four, Western Pacific will not pay the expense of installing and removing equipment or pipe line or any part thereof, or the \$10000.00 under clause C.

4. Within eighteen months from January 1, 1910, Western Pacific Railway Company may notify the Utah Construction Company to resume work, but said notice shall be given at least ninety days before work is to commence.

5. A new contract between Western Pacific Railway Company and Utah Construction's Company is to be drawn up and executed by both parties, embodying the above conditions and the same prices, specifications and general conditions as the contract Deeth to Desert, except as above modified, and which new contract shall specify that the Utah Construction Company shall have nine months from date work resumes within which to complete the loop.

(Signed) V.G. Bogue