THIS INDENTURE, made this 8th day of March 1910, by and between THE UTAH CONSTRUCTION COMPANY, a corporation of the State of Utah, hereinafter called the "Contractor", as principal, and David Eccles, M. S. Browning, Henry H. Rolapp, W. H. Wattis, and James Pingree as sureties, parties of the first part, and WESTERN PACIFIC RAILWAY COMPANY, a railroad corporation of the State of California, hereinafter called the "Railway Company", party of the second part,

WITNESSETH:

WHEREAS, said Contractor and said Railway Company did hereto fore under date of April 2, 1907, enter into certain contracts
in writing, known as contracts "G", "H", "I", "J" and "K" for
the doing of certain vone in the essetruction of the railroad
of the Railway Joneany in the State of Feval.

AND shall indemnify and hold lway company harm-Contractor from all listility injuries to person less and adl Contractor, its agents. ty caused in any way by or prope My tor employes of such employees or sub-contractors damages and lities and judgments, contractor, and and corneys fees erising therefrom,

and whereas, the Contractor has completed the work called for by said contracts and one or more suits have been brought against the Railway Company for injuries to person or property caused as aforesaid.

AND WHEREAS, it is provided in said contracts that the Contractor shall protect and indemnify the Railway Company against all claims or liens for work or labor done or materials furnished in the doing of the work under said contract and shall before the final settlement is made between the Contractor and the Railway Company for the work done under said contracts, furnish satisfactory evidence to the Railway Company that the road and structures of the Railway Company are free and clear

from all liens for work or labor done or meterials furnished in the doing of the work under said contract and that no claim exists in respect to which such lien could attach.

AND WHEREAS, there are certain liens upon the road of structures of the Railway Company for work or labor done or meterials furnished in the doing of said work under said contracts or claims advanced in respect to which such liens could attach,

NOW THEREFORE, in consideration of the Railway Company now making final payment to the Contractor of the amounts remaining unpaid upon said contracts, the parties of the first part agree:

First: That they (the parties of the first part) will indemnify and hold the company harmless and free from any and all damp person or property co employes or persors or any ag mployee of such sub-contractor and from all days billing and judgments. costs, charge www. expenses and attorneys' focs wrising therefrom. Secon they (the parties Jirst part) will indemnity and hold the way Company heraless and free from 011 118 E anv botyces for work or labor of the work under seid contracts and will within one year from date hereof free and clear the road and structures of the Reilway Company from any and all such liens and pay or discharge all claims which may exist in respect to which such liens could attach, and that if the same is not done within said year the Railway Company shall have the privilege, if it desires, itself to pay or discharge said liens or claims, in which case the parties of the first part shall reimburse the Railway Company for all amounts expended by it in so doing, including all expenses, costs and attorneys' fees incurred by it in connection therewith.

IN WITNESS WHEREOF, the said THE UTAH CONSTRUCTION COMPANY has by its officers thereunto duly authorized hereunto signed its corporate name and affixed its corporate seal, and the remainder of said parties of the first part have hereunto signed their names, all on the day and year first above written.

THE UTAH CONSTRUCTION COMPANY

(Signed)

By W. H. Wattis Vice-President

By Henry H. Rolapp Secretary

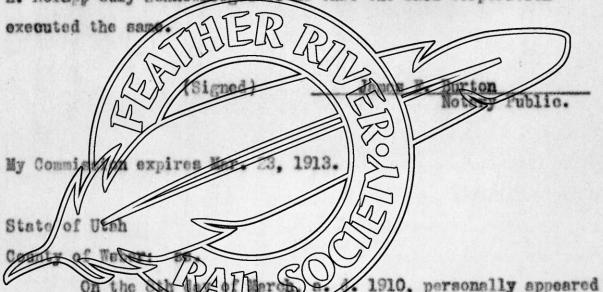
Devid Eccles

RAIL Solution

James Pingree

State of Utah County of Weber: as

On the 8th day of March, personally appeared before me,
W. H. Wattis, and Henry H. Rolapp, who being by me severally
sworn, each for himself deposes and says: That the said W. H.
Wattis is the Vice-President, and the said Henry H. Rolapp is
the Secretary of the Utah Construction Company, a corporation
organized and existing under and by virtue of the laws of the
State of Utah: that the foregoing instrument was signed by
them in behalf of said corporation, by authority of a resolution
of its board of Directors, and the said W. H. Wattis and Henry
H. Rolapp duly acknowledged to me that the said corporation



before me, David Eccles, I. S. Browning, Henry H. Rolapp, W. H. Wattis, and James Pingree, known to me to be the same persons that signed the foregoing instrument, who duly acknowledged to me that they executed the same.

(Signed) James P. Burton Notary Fublic.

My Commission expires Mar. 23, 1913.