

Approved as to form

Sig. W. J. Bartlett  
Genl Counsel  
Wm Pac by C

Approved

Sig. T. G. Roque  
VP & C  
Wm Pac by C

SUPPLEMENTAL CONTRACT ACCOMPANYING  
CONTRACT "B."

JHE  
SCL

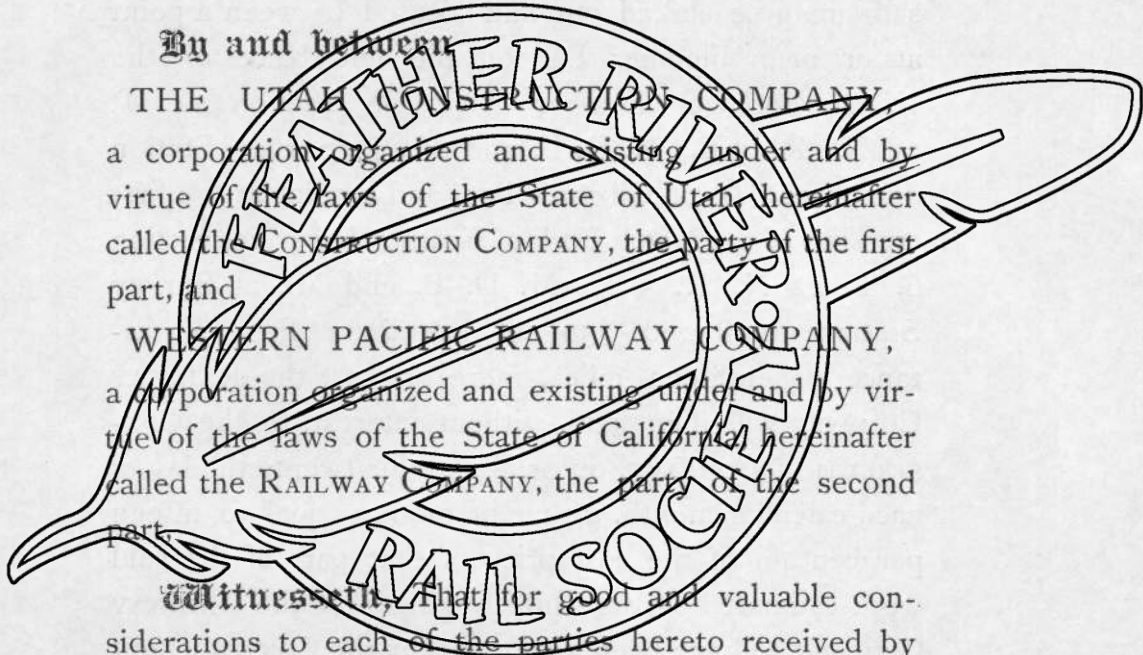
**This Indenture,** made and entered into

.....  
this 31st day of October, 1905,

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 CONSTRUCTION COMPANY, the party of the first  
part, and

WESTERN PACIFIC RAILWAY COMPANY,  
a corporation organized and existing under and by vir-  
tue of the laws of the State of California hereinafter  
called the RAILWAY COMPANY, the party of the second  
part.



Witnesseth, That for good and valuable con-  
siderations to each of the parties hereto received by  
and moving from the other, the receipts whereof are  
hereby respectively acknowledged, the parties hereto  
agree as follows, to wit :

That after the CONSTRUCTION COMPANY shall have  
commenced the work provided to be performed by it  
under the terms of a contract between the parties  
hereto dated the 31st day of October, 1905,  
wherein and whereby the CONSTRUCTION COMPANY

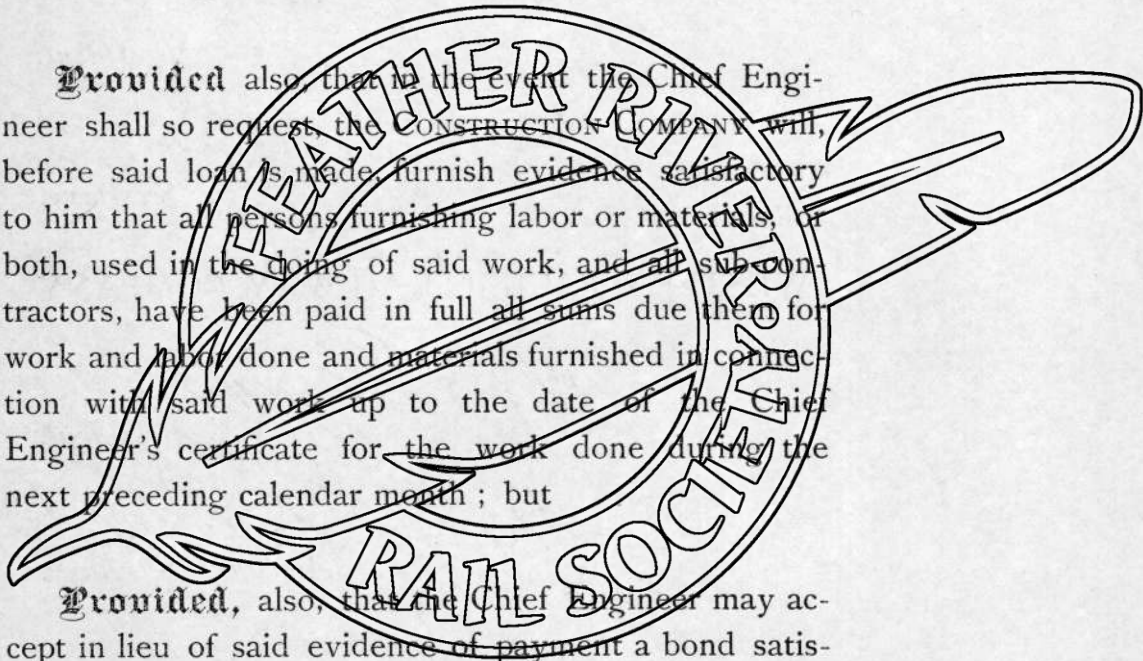
undertakes to do and perform all the clearing, grubbing, grading, tunneling, masonry, pile and trestle bridging, construction of culverts, ditches and creek channels, and such other work connected therewith or rendered necessary thereby in order to complete and make ready for the laying of track upon that portion of the line of railroad of said RAILWAY COMPANY as the same may be staked out and located between a point at or near Bloomer Bar on the left bank of the North Fork of Feather River, in Section 14, T. 21 N., R. 4 E., M. D. B. and M., at Survey Station numbered 845 of Gibson's line, and a point at the first crossing of the North Fork of Feather River, in Section 6, T. 22 N., R. 5 E., M. D. B. and M., at Survey Station numbered 750 of Lorraine's line, a distance of eighteen miles, more or less, the RAILWAY COMPANY will then lend, without interest, to the CONSTRUCTION COMPANY, on or about the twentieth day of each calendar month, a sum of money equal to fifteen per centum of the cost price of that part of the said work estimated by the Chief Engineer of the RAILWAY COMPANY to have been performed by the CONSTRUCTION COMPANY during the next preceding calendar month, but upon the condition that the CONSTRUCTION COMPANY will give its non-negotiable Promissory Note or Notes, in the usual and ordinary form, wherein and whereby it shall agree to pay to the RAILWAY COMPANY, at its office in San Francisco, California, said sum of money so loaned, without interest, on or before the 1st day of May 1907; but,

**Provided**, that the payment of said Promissory Note or Notes shall be guaranteed in writing on the back thereof by....., or such person or persons as may be satisfactory to the Chief Engineer of the RAILWAY COMPANY, the contract of guaranty to be in such form as will be approved by the Chief Engineer of the RAILWAY COMPANY ; and

**Provided** also, that in the event the Chief Engineer shall so request, the CONSTRUCTION COMPANY will, before said loan is made, furnish evidence satisfactory to him that all persons furnishing labor or materials, or both, used in the doing of said work, and all sub-contractors, have been paid in full all sums due them for work and labor done and materials furnished in connection with said work up to the date of the Chief Engineer's certificate for the work done during the next preceding calendar month ; but

**Provided**, also, that the Chief Engineer may accept in lieu of said evidence of payment a bond satisfactory to him (the Chief Engineer) to hold the RAILWAY COMPANY harmless from any claim of lien by such person who has not been paid in full.

**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 affixed hereto, the day and year first above written.

DONE IN DUPLICATE.

THE UTAH CONSTRUCTION COMPANY,

By *David Eccles*  
President,

*[Signature]*  
Secretary.

WESTERN PACIFIC RAILWAY COMPANY,

By *[Signature]*  
President,

*R. Bush*  
Assistant Secretary.

