

SUPPLEMENTAL CONTRACT ACCOMPANYING
CONTRACT "C."

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 the first crossing of North Fork of Feather River in Section 5, T. 22 N., R. 5 E., M. D. B. and M., at Survey Station numbered 750 of Lorraine's line, and a point at the second crossing of North Fork of Feather River in Section 16, T. 24 N., R. 5 E., M. D. B. and M., at Survey Station numbered 908 of Harlowe's line, a distance of fourteen 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 July 1907; but,

Provided, that the payment¹ of said Promissory Note or Notes shall be guaranteed in writing on the back thereof by David Eccles, 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 *sig. David Eccles*
President,

Corporate Seal

Attest: *sig. James Pingree*
Secretary.

WESTERN PACIFIC RAILWAY COMPANY,

Corporate Seal

By *sig. E. J. Jeffery*
President,

Attest: *sig. L. R. Bush*
Assistant Secretary.



STATE OF UTAH)
)SS.
COUNTY OF WEBER)

On the 23rd day of November A.D. 1905, personally appeared before me, David Eccles and James Pingree, who being by me duly and severally sworn, did say that they are the President and Secretary, respectively, of The Utah Construction Company, one of the Corporations which executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said David Eccles and James Pingree severally acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto placed my hand and affixed my official seal at my office in the said County of Weber on the date in this certificate first written.

Chas. H. Barton,

NOTARIAL
SEAL

Notary Public in and for
the said County of Weber,
State of Utah.

(My Commission expires)
July 7th, 1909

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)

On the 11th day of November, 1905, before me personally came E. T. Jeffery and L. R. Bush, known to me to be the President and Assistant Secretary, respectively, of the Western Pacific Railway Company, and who executed the annexed contract, and they severally acknowledged that they executed the same as the free act and deed of said Company.

H. L. Utter,
Notary Public, Kings County,

NOTARIAL SEAL

Certificate filed in New York County