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, herewatter called the Construction Company, the parts of the first part, and

WESTERN PACIFIC RAIL WAY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter

second

siderations to each of the patries 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 E., M. D. B. and M., at in Section Surve Corraine's line, and a Band M. Harlowe's IS on numbered 90 ess the RAILWAY fourteen miles more without nteest to the Con-NY, on or about the twentieth day of andar month, a sur Depual to fifteen each ead cost price at part of the said Engineer of the RAILWAY work estimated by the Chi Days been performed by the Construction preeding calendar month, but upon the condition that the Construction Com-PANY 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,

Note or Notes shall be guaranteed in writing on the back thereof by Aura Company, 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

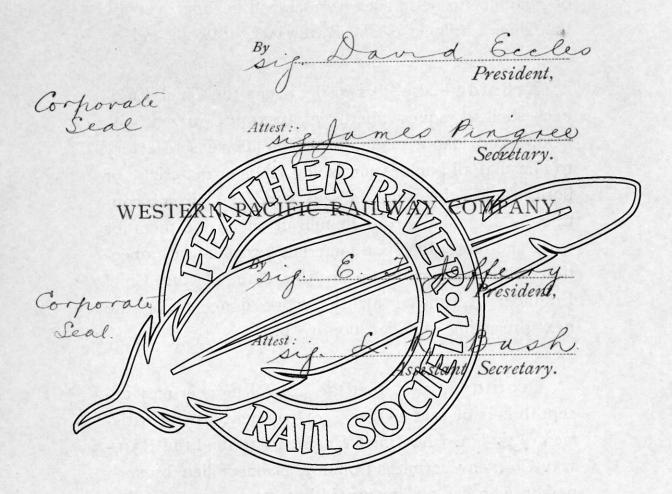
provided also that in the event the Chief Engineer shall so request the Gontraction Company will, before said loss is made thrusts by the satisfactory to him that all persons furnishes labor or materials, or both, used in the doing of said work, and all satisfactory tractors have been paid in full all sum due them for work and labor done and materials furnished in connection work said work up to the date of the Chief Evenner's certificate for the work ione during the next preceding calendar month, but

cept in lieu said endence of parment a bond satisfactory to him (the Chief Engineer) to hold the RAIL-way Company harmless from any claim of lien by such person who has not been paid in full.

In Mitness Makereof, 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,



STATE OF UTAH)

COUNTY OF WEEER)

On the 23rd day of November A.D. 1905, personally appeared before me, David Eccles and James Pingree, who being by me duly and sevrally 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

affixed my official seal of the first with the said County of Weber on the date in this office of the said County of Weber,

(My Commission explices)

July 7th, 1909

In the said County of Weber,

State of Utah.

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.

M. L. Utter,

Notary Public, Kings County,

Certificate filed in New York County

COUNTY OF HEW YORK)