

ARTICLES OF AGREEMENT made and concluded, the twenty eight day of January, 1905, between JAMES LEVENSON, ELIAS SCHUBB and MORRIS CAPLIN, all of Pittsburgh, Allegheny County, Pennsylvania, bears witness:

The said parties have agreed, and by these presents do agree, to associate themselves in the art and trade of buying, selling, vending and retailing at wholesale, all sorts of scrap iron, rags, metals, wares, goods and commodities belonging to the trade or business of merchandise; which said co-partnership shall continue from April 1, 1905 for a period of three years next ensuing.

And it is hereby agreed that the present investment now existing in said business, shall be used, laid out and employed in common between the parties to this agreement, for the management and conduct of the said business to their general advantage.

And it is hereby further agreed between the said parties, each for himself respectively and for his own particular part, in manner following, that is to say:

That they shall not and will not, at any time hereafter, exercise or follow the said trade or any other, during the said term, to their private benefit and advantage, but shall and will, from time to time, and at all times during the said term, do their best endeavors, to the utmost of their skill and ability, for their mutual advantage, with the stock as aforesaid, and the increase thereof.

WHEREAS the premises known as No. 33, 35, 37 and 39 Pride Street, Pittsburgh, Pa., being the premises now occupied by the parties hereto, is owned by James Levenson and Elias Schubb, it is agreed that the said Levenson and Schubb shall lease the said premises for and during the said term to the said partnership for the sum of one hundred and twenty five (\$125.00) dollars per month, payable monthly; the said Levenson and Schubb, however, reserving the right to sell said premises and to cancel said lease by giving the tenants, the copartnership four months notice in writing; and also that they shall and will, during the said term, discharge equally between them, the rent of the premises aforesaid, or any other premises which they shall rent or hire for the managing of the trade of business as aforesaid.

And that all such profit, gain, and increase, as shall arise by reason of the said joint business shall be equally and proportionately divided between them, share and share alike. And also all losses that shall happen in the said business, by bad debts, bad commodities, or otherwise, shall be paid and borne equally between them.

And further, it is agreed between them, that there shall be kept during the said term and joint business, perfect, just and true books of accounts, wherein each of the said copartners shall enter and set down, as well all the money by him received and expended in and about the said business, as also all commodities and merchandise by them bought and sold by reason and on account of said copartnership, and all other matters and things in anywise belonging or appertaining thereto, so that either of them may at any time have free access thereto.

And also that the said copartners, once in six (6) months, or oftener if need shall require, upon the request of any one of them, shall make and render each to the other, or to the executors or administrators of each other, a true and perfect account of all profits and increase by them made and of all losses sustained; and also of all payments, receipts, disbursements, and all other things whatsoever by them made, received and disbursed, acted, done, and suffered in said copartnership; and the account so made, shall and will clear, adjust, pay and deliver, each unto the other, at the time of making such account, their equal shares of the profit so made as aforesaid.

And further, it is agreed individually and as copartners, that no endorsement shall be made during the term of said copartnership, individually or as a firm, on any note, bill of exchange or other negotiable security, except by the written consent of each individual copartner and except the business payable to the said copartnership.

And at the end of the said term of three (3) years, or other sooner determination of these presents (be it by the death of one of the said parties or otherwise), they, the said copartners, each to the other, or, in case of the death of either of them, the surviving party to the executors or administrators of the deceased party, shall and will make a true and final account of all things as aforesaid, and in all things well and truly adjust the same; and also that upon making such account, all and every the stock, as well as the

gain and increase thereof, which shall appear to be remaining, shall be equally parted and divided between them, the said copartners, their executors or administrators, share and share alike.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered

J. Levenson. (Seal)

in the presence of,

Elias Schubb (Seal)

Morris Caplan (Seal)

ALLEGHENY COUNTY SS:

R. B. Wakefield, being first duly sworn according to law deposes and says that this is a true and correct copy of the article of agreement in the possession of J. A. Wakefield, to the best of his knowledge and belief.

Sworn to and subscribed before \*

me this 10th day of April 1907. \*

*R. B. Wakefield*

*J. H. Levenson*  
*Notary Public*  
*My Commission expires July 27, 1909.*