

A. C. Florio,)
 to)
 Theophile Bidart.)

AGREEMENT.

Articles of Copartnership, made and entered into this 12th day of October, A.D. 1916, between A.C.Florio, of Eureka, County of Eureka, State of Nevada, and Theophile Bidart, of the same town, county and state.

Whereas the said A.C.Florio is now the owner of certain bands of sheep including ewes, bucks and lambs, and certain water-rights, dams, ditches, reservoirs and other improvements, all located in the counties of Eureka, White Pine and Nye, State of Nevada, and whereas, the said Theophile Bidart is desirous of purchasing a one half interest in and to all of said sheep, water-rights and improvements, and the said parties are desirous of entering into a copartnership business of raising, grazing, herding, buying and selling sheep;

Now, therefore, the said A.C.Florio hereby agrees to sell to the said Theophile Bidart said one half interest in and to said sheep, water-rights and improvements within ten days of the date hereof for cash upon delivery of bill of sale and deed containing the usual covenants. The value of said real and personal property is hereby fixed and agreed to be as follows: all grown sheep \$8.25 per head; all lambs \$5.25 per head; and all water-rights, dams, ditches, reservoirs and other improvements connected therewith at the total sum of \$10,500.00. One half of said sums to be paid by said Theophile Bidart when said sheep or lambs are counted, which shall not be later than October 20th, 1916.

The said parties above named have agreed, and by these presents do agree, to become copartners in business together under and by the firm, name and style of "Bidart & Florio" in the business of raising, herding, grazing, buying and selling sheep in the said counties of Eureka, White Pine and Nye; said copartnership to commence upon the counting of said sheep and delivery of said bill of sale and deed as aforesaid.

And the said Theophile Bidart has deposited with the said A.C.Florio as a part of the purchase price of said sheep, water-rights and improvements, the sum of \$5000.00, the receipt of which is hereby acknowledged by the said A.C.Florio and agreed by him to be credited to the said purchase price thereof.

And it is agreed by and between the said parties, that at all times during the continuance of said copartnership, they and each of them will give their time and attention, and devote their skill and power, for their joint interests, profit, benefit and advantage; and that they will and shall bear, pay and discharge equally between them all expenses and costs that may be required for the management of said business, and that all gains, profits and increase that may arise from the said business shall be divided between them share and share alike; and that all loss that shall happen to said joint business by bad debts or otherwise shall be borne and paid equally between them; and that there shall at all times be kept by each of said copartners on account of all sums of money paid or expended, debts or bills incurred, sheep bought or sold, and all other matters connected with the said business; and said books of account shall at all times be open and subject to inspection to each of said parties hereto; provided, however it is hereby agreed that neither of the parties hereto shall buy or sell any sheep, borrow money, nor indorse any note or otherwise become security for any person or persons whatsoever, without the consent of the other said copartner; that at the termination of said copartnership each of said copartners shall make and render to the other a true, correct, full and just report and account of all of his said transactions and things relating to said business; and that all and every stock and stocks, as well as the increase thereof, which appears to be remaining, either in money, goods, wares, fixtures, debts or otherwise shall be divided between them, share and share alike.

It is further agreed and understood by and between the parties hereto that the sheep, lambs, water-rights, and improvements herein mentioned and described shall be and constitute the stock, assets and property of the said copartnership, and the same shall be delivered thereto on or before ten days from the date hereof.

In Witness Whereof the said parties have hereunto set their hands and seals in the day and year first above written.

Witness:

N.P.Morgan

A. C. Florio

Theophile Bidart

Recorded at the request of Theophile Bidart Dec. 15, A.D. 1921 At 30 minutes past 11 A.M.

Edgar Eather--Recorder

By Peter Merioldo--Deputy.