1. The Agro-Joint has agreed to rent the Jankoy shops to the Ozet for a period from the date of confirmation of the agreement to December 31, 1940. (Dr. Rosen in a letter dated June 9, 1937, wrote that the agreement had already been confirmed). Full title to the assets turned over which are enumerated by categories in the agreement is to remain in the Agro-Joint. It is agreed that upon the transfer of the shops to the Ozet for operation, the principal purpose for which the shops had been organized must remain unchanged, namely furnishing technical service to the Jewish kolchozes in the Crimea and in other parts of the U.S.S.R., using the shops as base. To that end the annual operating plan of the shops must include as an integral part whatever work might be necessary to furnish such service. All free reserves and profits accumulated by the Ozet from the operations of the mechanical repair shops turned over to it by the Agro-Joint must be applied for constructive work for the benefit of toiling Jews in the U.S.S.R., in accordance with plans which might be agreed upon by Agro-Joint and Ozet and confirmed by the Komzet.

2. The Ozet and the Agro-Joint shall have until June 30, 1940 to come to an understanding for either the extension of the present agreement or to sell the shops to the Ozet. If neither of these arrangements is made, the shops and assets will revert to the Agro-Joint, and the Ozet agrees to turn them over in good condition.

3. Control of the property turned over to the Ozet is retained by Agro-Joint, in that it may not be transferred to other persons either by sub-lease or on any other basis, or removed from the shops without the specific permission of the Agro-Joint.

4. No rent is to be paid to Agro-Joint for the use of the property. Profits
derived from operations are to be applied for the benefit of the toiling Jews in Russia as indicated in (1) above.

5. The Ozet undertakes to keep all property turned over to it in good repair, to set up an amortization fund based upon accepted principles, and to maintain adequate insurance for the benefit of the Agro-Joint.

6. The Agro-Joint reserves the right to examine for approval all plans made by the Ozet either to re-equip or to reconstruct the shops turned over to it.

7. The agreement sets out in some detail the types of raw materials, finished products, tools, etc. in the shops which are to be turned over to the Ozet and which are to be retained by the Agro-Joint.

8. The Ozet agrees to take over the entire staff of workmen, employees, engineers and technicians employed in the shops and to pay their salaries.

9. The Ozet agrees to carry out all unfinished contracts of the Agro-Joint.

10. The Ozet obligates itself to give priority in the shops turned over to it to certain work for the Jewish kolchozes in the Crimea and other U.S.S.R. districts including the execution of orders placed by the Agro-Joint in connection with projects undertaken by it in accordance with plans confirmed by the Komzet, the repairing of equipment for the kolchozes, repairing of tractors, automobiles, etc.

11. The Ozet agrees to continue the courses established at the mechanical repair shops and the factory trade school for the training of skilled workers. Scholarships in these courses are to be provided under circumstances set out in the agreement.

12. The agreement is to become valid after its confirmation by the Komzet in the U.S.S.R.

HK*EP

June 21, 1937.