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This Agreement, made and entered into this 7th day of November A. D. 1945, by and between the United States of America, acting in this behalf by OSCAR L. CHAPMAN, ACTING Secretary of the Interior, and hereinafter referred to as the "Secretary" party of the first part. Henry S. Hendricks, Edgar J. Nathan Jr., Clarence E. Unterberg, Harry Jacoby, Ephraim Berliner, A. Piza Mendes, Jacob B. Fidanque, and Marcus A. Baumgart, all of the City of New York, State of New York, being for the time being the members of the Board of Trustees and Clerk of The Trustees of the Congregation Shearith Israel in the City of New York (a religious corporation organized under the laws of the State of New York), as Trustees under Deed of Trust dated April 27, 1894, and recorded in the Book of Land Evidence, Newport, Rhode Island, volume 67, page 274, hereinafter collectively referred to as the "Shearith Israel Trustees," party of the second part, and the Congregation Jeshuat Israel in the City of Newport, State of Rhode Island, a Rhode Island corporation party of the third part.

WITNESSETH:

WHEREAS, the historic Touro Synagogue building, Newport, Rhode Island, is a splendid example of the architectural genius of Peter Harrison, one of the preeminent architects of the colonial period of American History; and

WHEREAS, the Touro Synagogue building was used as a State House for the General Assembly of

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Rhode Island at the close of the Revolutionary War;
and

WHEREAS, the Advisory Board on National Parks, Historic Sites, Buildings, and Monuments has declared that the historic Touro Synagogue, Newport, Rhode Island, is of national historical significance; and

WHEREAS, the Shearith Israel Trustees, the holders of the fee simple title upon certain trusts in the Touro Synagogue, and the Congregation Jeshuat Israel, the Lessee of the Synagogue building, etc. and conducting worship therein desire to promote the designation of the said Touro Synagogue as a national historic site and to preserve, protect, and maintain it in perpetuity for all necessary and desirable public and religious purposes, for the inspiration and benefit of the people of the United States, and particularly to continue to foster on the part of the people of the Nation, through visits to this shrine, a sincere devotion to the United States and to the principles of religious freedom for which it stands, and for the perpetuation of this country's architectural and cultural heritage; and

WHEREAS, it is the desire of the Secretary to cooperate with the Shearith Israel Trustees and with the Congregation Jeshuat Israel, in preserving the integrity of the Touro Synagogue for the benefit and inspiration of the people of the United States;

NOW THEREFORE, in consideration of the foregoing and pursuant to the authority contained in the Act of Congress approved August 21, 1935 (49 Stat.

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666), entitled “An Act to provide for the preservation of historic American buildings, objects, and antiquities of national significance, and for other purposes,” the said parties have covenanted and agreed and by these presents do covenant and agree to and with each other in consideration of the mutual promises expressed, as follows:

ARTICLE I. The Shearith Israel Trustees and the Congregation Jeshuat Israel agree for themselves, their respective successors and assigns:

(a) That they will preserve, protect, maintain, and, when necessary, restore, so far as lies within their power, the Touro Synagogue, Newport, Rhode Island, and the grounds immediately about the Synagogue building, which grounds are described as follows:

“All that certain tract of land with the buildings thereon situate, lying and being in the City of Newport, in the State of Rhode Island, whereon the Jewish Synagogue now stands, bounded and described as follows: Southerly on Touro Street, ninety-two and forty-six one hundredths feet; Easterly on land of the Newport Historical Society One Hundred and nine and eight tenths feet; Northerly on Barney Street, ninety and sixty-five one hundredths feet; and Westerly on land of George P. Lawton, be said dimensions more or less. Being the same premises which were conveyed by Ebenezer Allen to Jacob Rodrigues Rivera, Moses Levy and Isaac Hart, by deed bearing date June 13th-3 2d year of George 2d (1759.) and recorded in the Land Evidence of Newport, Vol. 15, page 376, June 7th, 1827;

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and which land and premises are in said deed described as follows: A certain small parcel or lot of land situate, lying and being in the Township of Newport, containing by estimation ninety-two feet in front or breadth and one hundred and six in length or depth. The same being butted and bounded as follows, vis: Southerly on a street called Griffin Street; Westerly on land of Jacob Barney; Northerly on a Street remaining yet to be laid out, and Easterly on land now in the possession and improvement of Mathew Cozzens, be the same more or less within the said bounds contained.”

(b) That they will not erect, or permit, to be erected, any building or buildings on any portion of the grounds mentioned in Article I (a), preceding, designated by the Secretary as part of the national historic site, without prior approval in writing by the Secretary.

(c) That they will consult with the National Park Service before permitting the erection or emplacement of any monument, marker, tablet, or other memorial in or upon the said [sic] Touro Synagogue, or any portion of the grounds herein referred to, designated by the Secretary as part of the national historic site.

(d) That no structural alterations to said Touro Synagogue, and no [sic] substantial repairs affecting the appearance thereof shall be undertaken by them until the plans therefore have been submitted to, and approved in writing by the Secretary.

(e) That they will consult with the National Park Service regarding the decoration and furnishing of the interior of the building.

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(f) That the public shall be admitted to all parts of the said Touro Synagogue, excepting such rooms or space as may be reserved for the keeping of religious vestments, vessels, monies, and historical or valuable personal properties, at all reasonable times, so far as consistent with the preservation of the Synagogue for the use, benefit and behoof of the Jewish Society in Newport as a place of public worship forever and for the maintenance of divine services in accordance with the ritual, rites and customs of the Orthodox Spanish and Portuguese Jews as practised and observed in the Synagogue of said Congregation Shearith Israel, and subject to such fees as may be mutually agreed upon between the parties.

(g) That funds derived from entrance fees will be applied to the cost of administration and maintenance of this historic site.

ARTICLE II. The Shearith Israel Trustees and Congregation Jeshuat Israel mutually agree for themselves, their respective successors and assigns:

That in carrying out the provisions of this Agreement, their obligations shall be performed in accordance with and subject to their respective rights and obligations as lessor and lessee as heretofore established, and in accordance with the Statutes of the State of Rhode Island relating to the Abraham Touro Fund and the Judah Touro Fund.

ARTICLE III. The Secretary agrees, on behalf of the United States of America:

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(a) To designate the Touro Synagogue, Newport, Rhode Island, with its environs as described in Article I (a), a national historic site.

(b) To provide and place such national historic site marker to mark the site as may be agreed upon between the parties hereto, as funds become available, or to permit the erection of a temporary marker approved by the Secretary until a permanent marker may be so placed.

(c) To cooperate with the Shearith Israel Trustees and Congregation Jeshuat Israel in the preservation, protection, restoration, and use of the property designated as a national historic site, and to provide technical assistance in planning and executing measures for such preservation, protection and restoration, within the limits of available funds.

(d) In the discretion of the Secretary [sic], to expend such funds as may be available by appropriation or donation, for the purpose of assisting the other parties hereto in the preservation, protection and restoration of the Touro Synagogue and of its environs as hereinbefore described and comprehended.

ARTICLE IV. It is mutually understood and agreed:

(a) That it [sic] is the purpose of all parties to this Agreement to preserve the integrity of the said Touro Synagogue, Newport, Rhode Island, and to further public appreciation of the full importance of our great national heritage in historic sites by insuring to the

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Touro Synagogue, Newport, Rhode Island, its rightful place in the national program of historical conservation, and to secure this result a high degree of cooperation is necessary, and the parties hereto shall mutually consult on all matters of importance to the program.

(b) That the title to the Touro Synagogue, Newport, Rhode Island, and its appurtenances, subject to the covenants above set forth and recorded deeds and declarations of Trusts, appertaining thereto, shall remain in the Shearith Israel Trustees, to be used for religious purposes as set forth in Article I (f) of this Agreement.

(c) Wherever in this contract the Secretary is referred to the term shall include his duly authorized representative.

(d) No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share of this contract, or to any benefit that may arise therefrom, but such restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(e) This Agreement may be terminated by any party hereto upon the expiration of one year's notice in writing to the others.

IN WITNESS WHEREOF the said parties as aforestated, and Dr. Samuel Adelson, Dr. Bernard C. Friedman, Dr. Frederick Dannin, and Albert L. Greenberg, all of the City of Newport, being President, Vice

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President, Recording Secretary and Chairman of Revision Committee, respectively, of the Congregation Jeshuat Israel in Newport, Rhode Island (a religious corporation, organized under the laws of the State of Rhode Island), having been duly authorized to act for and in behalf of said corporation, have hereunto subscribed their names and affixed their seals in quintuplicate the day, month and year aforesaid.

UNITED STATES OF AMERICA

By /s/ Oscar L. Chapman
Acting Secretary of the Interior

/s/ Henry S. Hendricks *
Henry S. Hendricks

/s/ Edgar J. Nathan Jr. *
Edgar J. Nathan Jr.

/s/ Clarence E. Unterborg *
Clarence E. Unterborg

/s/ Harry Jacoby *
Harry Jacoby

/s/ Ephrain Berliner *
Ephrain Berliner

/s/ A. Piza Mendes *
A. Piza Mendes

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/s/ Jacob B. Fidanque *
Jacob B. Fidanque

/s/ Marcus A. Baumgert *
Marcus A. Baumgert

As trustees, as aforesaid.

CONGREGATION JESHUAT ISRAEL
IN NEWPORT, RHODE ISLAND

By /s/ Samuel Adelson *
President

/s/ Bernard C. Friedman *
Vice President

/s/ Frederick S. Dannin *
Recording Secretary

/s/ Albert L. Greenberg *
Chairman of Revision Committee

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Newport, on this 7th day of November A. D. 1945, before me appeared Dr. Samuel Adelson, Dr. Bernard C. Freidman [sic], Dr. Frederick Dannin and Albert L. Greenberg, to me personally known, each of whom being by me duly sworn did say that he is the President, Vice President, Recording Secretary and Chairman of the Revision Committee, respectively, of the Congregation Jeshuat Israel in Newport, Rhode Island and that there is no corporate seal of said

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corporation, and that said instrument was signed in behalf of said corporation, by direction of its corporation (Board of Officers included) and each of the aforestated persons individually acknowledged said instrument to be the free act and deed of the said corporation as well as his own individual free act and deed.

/s/ Jeremiah P. Mahoney
NOTARY PUBLIC
My commission expires:
June 30, 1946
