



Nathan Lewin
nat@lewinlewin.com

Alyza D. Lewin
alyza@lewinlewin.com

888 17th Street, N.W.
4th Floor
Washington, D.C. 20006
(202) 828-1000 phone
(202) 828-0909 fax
www.lewinlewin.com

May 4, 2017

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

Stanley and Joyce Boim

[REDACTED]
ISRAEL

Asaf Romirowsky, Ph.D., Executive Director
Scholars for Peace in the Middle East
P.O. Box 2241
Bala Cynwyd, PA 19004

Dear Mr. and Mrs. Boim and Dr. Romirowsky:

The District of Columbia Rules of Professional Conduct require us to provide to our clients a written retainer agreement concerning the financial terms of our representation. This letter sets forth the terms under which our Firm will represent Stanley Boim, individually and as the administrator of the Estate of David Boim, and Joyce Boim (collectively "the Boims") and Scholars for Peace in the Middle East ("SPME") in the continuation of the lawsuit we filed on the Boims' behalf in federal court in Chicago in May of 2000. Stephen J. Landes and the law firm of Locke Lord, LLP, will serve as our co-counsel in this representation. Locke Lord, LLP will provide you with a separate retainer letter.

[REDACTED] SPME has chosen to retain Lewin & Lewin, LLP and Locke Lord, LLP [REDACTED] filed in federal court in Chicago in May of 2000 pursuant to the Anti-Terrorism Act on behalf of the Boims against certain groups and individuals that provided material support to the terrorist organization Hamas (the "*Boim Case*"). The *Boim Case* resulted in a judgment of \$156 million, of which only a small portion has been paid. The purpose of the continued litigation is to enforce the judgment against groups and individuals who are believed to be successors or alter egos of the *Boim Case* judgment debtors. [REDACTED]

[REDACTED] SPME intends to raise funds to support this litigation for that public policy purpose. SPME will be responsible for paying or causing others to pay our legal fees and disbursements incurred in connection with our representation of the Boims in

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legal fees and disbursements incurred in connection with our representation of the Boims in accordance with this letter. We understand that a portion of any recovery (not to exceed 20% of the total recovery) will be used to reimburse SPME for out-of-pocket costs and disbursements incurred in the representation. We understand that the remainder of any recovery of the judgment will be distributed to a charitable foundation established by the Boims.

Our clients in this matter will be the Boims and SPME. SPME will be responsible for paying our legal fees and disbursements incurred in connection with our joint representation of our clients in accordance with this letter, but SPME understands and acknowledges that such payment does not mean that it has the right or ability to influence the Firm's exercise of professional judgment on behalf of the Boims.

Our representation in the litigation does not encompass any other individual, or entity, or any affiliates, officers, directors, employees, shareholders, or other stakeholders of SPME. We will appear in the litigation solely on behalf of the Boims.

Our representation of SPME in connection with the *Boim Case* will not include advising or engaging in any legal services for SPME in connection with the tax analysis, funding, or corporate aspects of this representation. We understand that SPME has engaged separate counsel to advise it on these issues.

For the purposes of this litigation, Nathan Lewin's hourly rate is \$650. Alyza Lewin's rate is \$575 per hour. The services of any associates or contract attorneys who may be employed by the Firm in this matter will be \$350 per hour. The fee for the services of law clerks and paralegals employed by the Firm will be \$200 per hour.

In addition to fees for services as specified above, SPME will be responsible for out-of-pocket costs incurred by our Firm in consultations and representation. These costs include photocopying, Federal Express delivery service, transportation and other actual expenses required for proper provision of our professional services.

In the course of our representation, it may be necessary for us to arrange for third parties to provide goods or services (such as for local counsel, expert witnesses, and consultants, deposition costs and investigation costs). SPME agrees that in such cases we may ask SPME to pay their fees and expenses directly. SPME authorizes us to make arrangements to have those parties bill SPME directly. SPME also agrees that it will reimburse us promptly (and separately from our normal invoice procedure) if we determine, in our discretion, that separate billing is appropriate for any such fees and expenses we pay on our clients' behalf.

It is not possible to give a realistic predictable estimate of the total charges, fees, and costs relating to this matter. Any good faith estimate we have provided orally is based upon the

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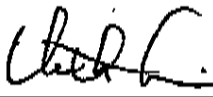
limited information we presently have. We have made no commitment you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the litigation.

As an advance retainer for the services to be performed, SPME will arrange for the payment to our escrow account of \$40,000.00 (Forty thousand dollars). Services and expenses in connection with this matter will be charged against that retainer. When the initial retainer is expended, SPME agrees to replenish the retainer after being requested to do so in a mutually agreed amount that will reflect anticipated services.

If you have any questions regarding the above terms, please do not hesitate to discuss them with me. If the terms specified herein meet with your approval, please sign the enclosed copy of this letter and return it to us with the specified retainer payment.

Sincerely yours,

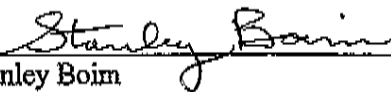
LEWIN & LEWIN, LLP

By: 
Nathan Lewin

ACCEPTED AND AGREED:

Asaf Romirowsky, Executive Director
SPME

Date


Stanley Boim

5/10/2017
Date


Joyce Boim

5/10/2017
Date