

To:  
 Rabbi Berel Lazar  
 5A 2nd Vysheslavtzev Pereulok,  
Moscow, Russia 127055

**Via Registered Mail & Fax**  
**-Without Prejudice-**

Dear Sir,

**Re: Gaydamak – Leviev's 2001 Agreement**

On behalf of our client, Mr. Arcadi Gaydamak, we are honored to address you as follow:

1. On June 29<sup>th</sup>, 2012, the honorable judge Mr. Justice Vos released his judgment, regarding a claim which was submitted by our client versus Mr. Lev Leviev (hereinafter- "**Leviev**") in the High Court of Justice, London (hereinafter- "**Judgment**").
2. According to our client's allegation, which was totally accepted within the Judgment, an agreement was signed between our client and Leviev and lodged with your trusted hands for safekeeping.
3. It is to be noted, that due to the parties identities and their well known reputation as businessmen and/or due to the parties status as well known powerful figures, you were definitely aware of the importance of the essential agreement you were holding.
4. In order to settle major disputes between our client and Leviev, you were asked by our client, several times, to produce the agreement and deposit it with our client's possession according to his rights as a beneficiary of the fiduciary you were nominated by the parties mentioned above.
5. Needless to say, as contradictory to your nomination, you chose to ignore our client's rightful requests to provide him the agreement and as a result by your action, caused him tremendous damages.



ישראל שלו ושות'  
 עורכי דין

ישראל שלו, עו"ד  
 רונית שלו, עו"ד  
 מיכל אזולאי גביש, עו"ד  
 ליטל נגה, עו"ד  
 פבל קורוליוב, עו"ד  
 בן מולא, עו"ד  
 אסף אורן, עו"ד  
 טל דוד טיטמן, עו"ד  
 יעקב שדה, עו"ד

...

Israel Shalev, LL.B., LL.M.  
 Ronit Shalev, LL.B.  
 Michal Azulai Gavish, LL.B.,  
 M.B.A.  
 Lital Noga, LL.B.  
 Pavel Korolyov, LL.B.  
 Ben Mula, LL.B.  
 Assaf Oren, LL.B.  
 Tal David Titman, LL.B.  
 Jacob Sade, LL.B.

רח' החילזון 5  
 רמת גן 52522  
 טלפון: 03-6134410  
 פקס: 03-6134420  
 כתובת למכתבים:  
 ת.ד. 3310  
 רמת גן, 52136

...

5 Hahilazon st.  
 Ramat Gan, 52522 Israel  
 Tel: +972-3-6134410  
 Fax: +972-3-6134420  
 P.O.B. 3310  
 Ramat - Gan, 52136  
 mail: office@ishalev.co.il



6. Moreover, our client has strong doubts and concerns that your decision not to produce the signed agreement to our client after repetitive requests to do so, was a maliciously act or at least criminal negligence, and you followed Leviev's instructions and commands by considering illegitimate interests, forgetting your duties as trustee, as a Rabbi and as a trusted public figure. Our client's concerns are based, inter-alia, on your acts as follow:
  - 6.1. Our client's repetitive written requests to you in order to provide the agreement which he and Leviev deposit with your trustee hands did not replied by you what so ever;
  - 6.2. In January 2010, our client approached you in Moscow, and asked you for the agreement but you replied him verbally that the agreement given to you had been destroyed, got lost or been shredded by mistake without any further explanations;
  - 6.3. In April 2010, our client brought proceeding against you in Moscow Rabbinical Court in order to obligate you to produce the signed agreement or at least to provide complete and honest answer why you can not produce it, but you declined to participate in these proceedings;
  - 6.4. In May 2010, you were interviewed by Mr. Raviv Drucker on the Israeli television, and you acknowledged that you received an envelope but you changed your version by saying that you lost it. Later on, you even argued that the agreement given to you in trust was in fact a "Donation Agreement". In that manner, you are kindly being referred to sections 213 and 214 in the Judgment, which sentenced as follows: **"After considering all the available evidence on the point, I do not think that the September 2000 Agreement [the alleged "Donation Agreement" – I.S] was made, nor do I think it was deposited with Rabbi Lazar... I regret to say that the story seems to me to have been manufactured to deal with the unfortunate position from Mr Leviev's point of view, that Rabi Lazar accepted on Israeli television that he had indeed been given an envelope for safe keeping by Mr leviev and Mr Gaydamak .**



**As I have already said, in my judgment, it was a signed copy of the 2001 Agreement that was lodged with Rabbi Lazar.";**

- 6.5. At the end of the day, you failed to provide the agreement despite our client requests according to your duty to do so, but more so you refused to provide an explanation of the circumstances supporting your version in order to reduce our client damages. More than that, you even decided not to provide the minimal explanations for your unwillingness to produce your statement to the court in London, either by attending to court nor to provide your testimony by a 'video link' as many other witnesses did;
- 6.6. According to the Judgment the court completely rejected your untrue version. Section 209 to the Judgment stated as follow: **"In all circumstances, as I have said, I think that Mr Leviev did indeed sign the 2001 agreement and lodge it with Rabbi Lazar. It was convenient for Mr. Leviev, but hardly coincidental I think, that Rabbi Lazar lost or destroyed the envelope. Had he not done so, I am sure he would have been happy to provide his oral evidence to the court. After all, he was content to discuss the matter on Israeli television.";**
- 6.7. Therefore, according to the Judgment which found your version false and untrue regarding your awareness to the content of the envelope you were given by the parties - the only conclusion arising out of it is that you were aware, without a doubt, to its essential content and you chose deliberately not to produce its content to our client nor at the court, and all from illegitimate interests.
7. It is arising clearly out of the above and out of the Judgment, that you were acted according to Leviev's interests, coordinated with his false testimony and prevented from our client receiving the agreement and all because of illegitimate interests that in your capacity shouldn't have been considered. Obviously, your actions as aforesaid contain criminal activity and our client is considering his actions regarding this matter.



8. It is to be noted, as stated in the Judgment, the agreement was deposit in your hands for safekeeping and you were responsible for keeping it safe and secured as a trustee. Our client and Leviev chose to lodge the agreement specifically in your trusted hands, inter-alia, since you were trusted as a public figure, held and still holding in public position with great liabilities and obligations as Chief Rabbi of Russia. The breach of trust and loyalty due to your actions is extremely severe with acute consequences as for your honorable and influence capacity and position.
9. By your decision not to produce the agreement to our client, lying and giving false statements to the High Court of Justice, and due to the fact that the "Donation Agreement" wasn't made or deposit with your hands, as stated at the Judgment, and hence you acted maliciously and coordinated your statement with Leviev's testimony, you caused tremendous damages not only to our client but also to the Rabbinical Institution in general and particularly to the Rabbinical Institution of Russia, which its foundations based on public's trust, loyalty and integrity that by your actions were breached and violated.
10. Due to your decision not to produce the agreement and not to even provide a full explanation of what occurred to it, our client was forced to initiate legal proceedings in Moscow Rabbinical Court against you and had to submit a claim in London versus Leviev in order to declare and enforce the agreement. Moreover, due to your false testimony you defamed our client and damaged his good reputation.
11. If our client would receive the agreement from you before he had to submit a claim versus Leviev, the legal procedure would not be necessary and all of his enormous expenses, estimated by hundreds millions of dollars, consequent upon the procedure would have been prevented and saved.



12. Therefore and due to your obligations as a trustee and/or as a trusted public figure as Chief Rabbi of Russia and/or any other position or capacity with responsibilities that made Leviev and our client nominate you specially in order to keep the agreement safe and secured, you are totally responsible for the consequences of your actions not to produce the agreement to our client and/or breached of loyalty and/or trust and/or by not produce full and complete statements to the parties, to the public and even to the court .
13. Therefore, due to the fact that the whole range and capacity of damages caused to our client did not fully formed so our client does not fully aware to all his damages, as well as since an appeal regarding the Judgment at the supreme court is still pending, you are being demanded herewith to compensate our client, in the minimum sum of **10,000,000\$ (Ten Millions US Dollars)** as a compromise, via our office, **within 14 days**, for his damages caused by your maliciously actions and/or criminal negligence and/or carelessness and/or false statements and/or any other action or failure to act by law in your capacity as aforesaid.
14. Any avoidance or refusal to act as our client demanded above will force our client to take all necessary legal actions against you, including file legal procedure against you in order to protect his rights. Of course in that case our client will be not obligate to the sum he is willing to compromise on as you are being demanded to pay to our client for compromise purposes only.
15. None of the above constitutes a waiver of any of our client's rights and remedies and he reserves all his rights.

Yours sincerely,

Israel Shalev, Adv.

Cc.

Mr. Arcadi Gaydamak, Via E-mail.