

*Law Offices*  
*Pomerantz, Lewis & Associates, P.C.*

7TH FLOOR, STEPHEN GIRARD BUILDING  
21 SOUTH 12TH STREET

*Philadelphia, Pa. 19107-3603*

GERALD JAY POMERANTZ  
HILLEL LEWIS

TELEPHONE (215) 569-8866  
FAX (215) 568-6511

MONTGOMERY COUNTY OFFICE  
S. E. COR. SPRING & ELKINS AVENUES  
ELKINS PARK, PA. 19027

NORTHEAST OFFICE  
6306 RISING SUN AVENUE  
PHILADELPHIA, PENNSYLVANIA 19111

July 25, 1999

Joseph Waiksnis  
40 E. Half Hollow Road  
Huntingdon Station, NY 11746

Dear Mr. Waiksnis:

This letter memorializes the fee agreement between Joseph Waiksnis and the law firm of Pomerantz, Lewis and Associates, PC. Our law firm agrees to investigate and, if possible, build a civil case on your behalf against the authorities in Tioga County for violation of your civil rights and conspiracy. We also will undertake to represent your interests in the criminal charges against you. It is our intention to bring concrete evidence of the wrongs done to you by state officials to the notice of the United States Justice Department. We cannot promise that a successful civil action will result, nor can we promise that you will be able to avoid incarceration. We can only promise to diligently investigate and represent you to the utmost of our abilities to secure justice on your behalf.

You have agreed to pay an initial minimum, non-refundable retainer of \$20,000 to secure our representation. It is understood that since you were referred by the Philadelphia Bar Association, it will receive 10% of the total fee up to \$10,000, 15% from \$10,001 to \$20,000, 20% from \$20,001 to \$35,000 and one-third of any fee over \$35,000. The initial retainer will be used to pay for our time at a rate of \$200 per hour, and to cover initial expenses up to \$5000. We will bill on a monthly basis after the first two months. You will be responsible for all costs including costs for private investigators,

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travel, experts, legal research, litigation expenses or any similar costs or expenses. When the initial \$20,000 has been exhausted in terms of lawyers time and costs up to \$5000 you agree to provide additional retainers as necessary. We have advised that it is not unreasonable that the legal work and costs will approximate \$60,000. Further payment must be made as billed or we will have no obligation to continue in your representation. Further billings will be made to maintain an advance on legal fees of \$10,000 plus an advance on costs of an additional \$5000.

If it appears that we will be able to go forward for you with a civil action, we will negotiate a contingent fee agreement based on one-third of any funds recovered, with credit given for legal fees paid over the initial \$20,000 retainer. It is our intention to make clear to you the chances for success, and advisability of a civil action, before additional retainers become necessary. Further, if all of your allegations are proven to be true and correct, you agree to make us attorneys on behalf of yourself to pursue the publishing of a book about your story. You agree that if we are successful in having a book published, Pomerantz Lewis and Associates, PC will have 10% of the book and movie rights.

Your criminal representation will entail attempts to obtain a new trial in a fair jurisdiction, a nunc pro tunc appeal of the original trial, a revision of the illegal sentencing and all other efforts necessary to prevent your having to serve time per the efforts of Tioga County. You understand that you will have to pay all costs involved and \$200 per hour for all lawyers time involved. Nothing in this agreement should be interpreted as fixing a cap to the fee and costs of your representation.

It is understood that any and all information provided to the attorneys of the firm Pomerantz, Lewis and Associates, PC by Joseph Waiksnis is privileged information. It is further understood that the firm is ethically bound to give no advice and to take no actions to help Joseph Waiksnis in avoiding capture while he has the status of a fugitive from justice. It is further understood that \$1000 of the initial retainer is paid on behalf of Edward Snyder, Veronica

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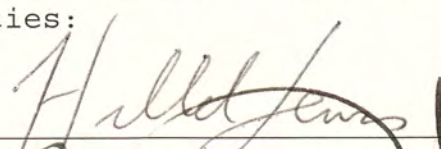
Snyder, and Dawn Waiksnis for representation by the firm in relation to their activities on behalf of Joseph Waiksnis.

You understand that you have the full right to discharge our firm as your attorneys at anytime, provided that there will under no circumstances be a return of any of the initial \$20,000 retainer. You agree to be fully responsible for any and all hours and costs already incurred at the time we receive notification of discharge.

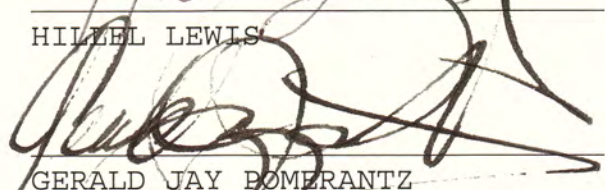
Lastly, Edward Snyder does hereby agree to pay today the initial \$20,000 retainer on behalf of Joseph Waiksnis. Additionally by signing this agreement Edward Snyder agrees to act as a surety for all the obligations of Joseph Waiksnis to the law firm of Pomerantz, Lewis and Associates PC.

The parties hereto have all affixed their signatures hereto on the dates noted, to indicate their agreement to the terms set forth herein, and acknowledge receipt of one of the two originals of this document signed by all parties:

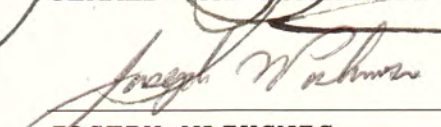
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Date

  
HILLEL LEWIS

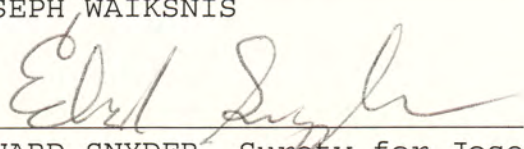
7/25/99  
Date

  
GERALD JAY POMERANTZ

7/25/99  
Date

  
JOSEPH WAIKSNIS

7/25/99  
Date

  
EDWARD SNYDER, Surety for Joseph Waiksnis