



February 17, 2022

TO: Members of Congregation Jeshuat Israel and all worshippers of the Touro Synagogue
FROM: The Board of Trustees of Congregation Shearith Israel and its Clergy

Dear friends: You may be surprised to be hearing from us again. After all, in an email sent to us and we assume to you at the end of last week, a non-officer of CJI informed us that Shearith Israel had reached an agreement with CJI based on summary and nonbinding language rather than in a legal document. That was news to us. It's not correct. We are still working to come to an agreement, and still have hope of one. But there isn't one yet. So you need to know the facts.

In our letter to you of Feb. 10, we explained that "specific terms that Shearith Israel is willing to agree to were given to CJI leadership before the recent litigation." Those same exact terms were sent to you all in an email from CJI leadership on Feb. 6. Our Feb. 10 letter then summarized those terms "subject to appropriate legal language". We did that as a short-hand. Any reasonable reader of our letter would have understood that we were not *changing* the terms of agreement. We were *summarizing* them. It's a good summary, but it's not a legal document and was never meant to be. There is no necessary legal language, no signatures, nothing. The non-officer CJI person didn't even accept all the summarized terms. Last Thursday and Friday, we sent three different emails informing CJI leadership that no agreement was reached based on the partial acceptance of a nonbinding summary. We hope CJI's leadership informed you of this.

We felt it important to explain these developments from our perspective to dispel any impression that CJI's leadership ever actually believed that a mutual agreement had taken place. Sadly, CJI leadership's maneuvers have moved us farther apart, rather than closer together. We want to be candid with you. CJI's leadership's tactics have all but destroyed any hope that Shearith Israel has for a working relationship with CJI's leadership.

Despite all this, Shearith Israel still holds out hope—albeit a diminishing hope—that it can rebuild a relationship with CJI animated by good faith and mutual trust. No matter what happens or what new misrepresentations CJI's (expensive?) PR firm plants in the press—as we have said before—Shearith Israel will never "evict" any of *you*, as individuals, from worshipping in the Touro Synagogue. We are committed to making it a vibrant place of worship for you, for the community of Newport, and for its many visitors.

If litigation begins next week, we are determined to see it to the end. Time is running out before CJI will be removed as tenant at Touro Synagogue. Or, CJI could remain a tenant under the terms of a good deal for all of us, together, in unity. We felt it was important to communicate this to you. We fervently hope that the next communication from CJI leadership, or from us, brings news that is both positive and accurate.

Shabbat shalom.