

LAW OFFICES OF
KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

November 10, 2005

Mr. Eric W. Bloom, Esq.
Winston & Strawn LLP
1700 K Street, N.W.
Washington, D.C. 20006

Re: Republic of Haiti

Dear Mr. Bloom,

As directed in a letter from your clients, I am responding to the request for documents. We have consistently advised you that an issue exists as to the identity of our client to the extent your client claims to be the lawful government of Haiti. Until that issue is resolved, we are ethically prohibited from sharing files with you. Further, the document request made by your client is overbroad.

I request that further communication be directed to my counsel in this matter, Michael Krinsky, Esq. Mr. Krinsky's address and phone number are as follows:

Rabinowitz, Boudin, Standard,
Krinsky and Lieberman, LLP
111 Broadway
Suite 1102
New York, New York 10006
(212) 254-1111

Thank you for your attention to this matter.

Sincerely,


Ira J. Kurzban, Esq.



Banque de la République d'Haïti
Le Gouverneur

Ref.: CA/#51-05

October 4, 2005

By fax and DHL

Mr. Ira Kurzban
Kurzban, Kurzban, Weinger and Tetzeli, P.A.
Plaza 2650
2650 S.W. 27th Avenue
2nd Floor
Miami, Florida 33133-3003



Mr. Kurzban:

In a letter dated March 15, 2004 we terminated your agreement to represent the Government of Haiti, the Bank of the Republic of Haiti ("BRH"), and Telecommunications of Haiti S.A.M. ("Teleco"). In a further letter dated November 11, 2004, we requested that you surrender certain documents and information related to the services your firm has provided to the Government of Haiti over the past several years. The purpose of this letter is to renew and clarify our request, and to request further that you immediately turn over to our counsel, Winston & Strawn, all documents, without limitation, related in any way to your retention by or representation of the Government of Haiti, BRH and/or Teleco.

Specifically, by close of business on October 12, 2005, we ask that you surrender to Winston & Strawn, without limitation, the following documents: (i) any correspondence between yourself or any individual in your firm and any present or former official, employee, agent, or member of the Government of Haiti, including BRH and Teleco, during the period of your representation; (ii) any document provided to you or your firm by any present or former official, employee, agent, or member of the Government of Haiti, including BRH and Teleco, during the period of your representation; (iii) any document provided to any present or former official, employee, agent, or member of the Government of Haiti, including BRH and Teleco, from you or your firm during the period of your representation; (iv) any documentation of services provided by yourself or your firm to any present or former official, employee, agent, or member of the Government of Haiti, including BRH and Teleco, during the period of your representation, including all time sheets and billing records; (v) any document received or generated by your firm in the course of negotiations with third parties and/or as a paying agent on behalf of the Government of Haiti, including BRH and Teleco; (vi) any document relating to any payment to any account not held in the name of the Government of Haiti, BRH or Teleco, including without limitation any personal account or account controlled by or for the benefit of any present or former official, employee, agent, or member of the Government of Haiti, including BRH and Teleco, or their agents, associates or family members; and (vii) any other document generated in the course of your and your firm's relationship with the Government of Haiti, including BRH and Teleco.

In response to our request of November 11, 2004, you stated that you were "constrained to restrict [your] communications [with us] based on the competing claims of legitimate entitlement to act on behalf of the

P.O. BOX 1570, Port-au-Prince, HAITI . Téléphone: 299-1069/ 299-1071 . Fax: 299-1045

Republic of Haiti," and in your letter of March 16, 2004, you stated that "a conflict exists as to the identity of the lawful government of Haiti" As you must know, the United States has unequivocally recognized Haiti's acting government as the sole legitimate government of Haiti. A summary of the U.S. State Department's position, which confirms Mr. Aristide's *noninvolvement* in the current Haitian government, is available on the State Department's official website and reads, in relevant part:

On February 29, 2004, Jean-Bertrand Aristide submitted his resignation as President of Haiti and flew on a chartered plane to the Central African Republic. Boniface Alexandre, President (chief justice) of Haiti's Supreme Court, assumed office as interim President in accordance with Haiti's constitution.

See U.S. DEPT. OF STATE, BUREAU OF WESTERN HEMISPHERE AFFAIRS, *Background Note: Haiti*, <http://www.state.gov/r/pa/ei/bgn/1982.htm>. In light of your own government's stated position, we trust that your previous concerns will not hinder your ability to comply fully with our request.

As you also know, you have an affirmative duty to comply with our request under the Florida Rules of Professional Conduct. Rule 4-1.16 requires that, upon termination, you take all practicable steps to protect a previous client's interests, including "surrendering papers and property to which the client is entitled." Rule 4-1.4 further demands that you "promptly comply with reasonable requests for information."

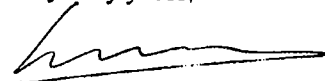
We further ask that, in addition to your immediate production of the documents noted above, you identify in writing all documents that you once possessed or controlled, and which otherwise are responsive to our request, but which you no longer possess or control. In each such instance, please explain the circumstances regarding the fate of such documents.

Finally, we hereby instruct you *not* to destroy or otherwise alter, damage, or divest yourself of your control over any such documents -- other than to return such documents to the representatives of Government of Haiti as herein demanded.

Absent prompt compliance with our requests, the Government of Haiti will avail itself of all of its rights, as appropriate, including the immediate initiation of disciplinary and civil proceedings.

A representative of Winston & Strawn will be contacting you shortly to arrange for the transfer of the documents requested to their firm. Please address any further correspondence concerning this matter to Winston & Strawn. We appreciate your cooperation and understanding on this matter.

Very truly yours,



Raymond Magloire
Governor



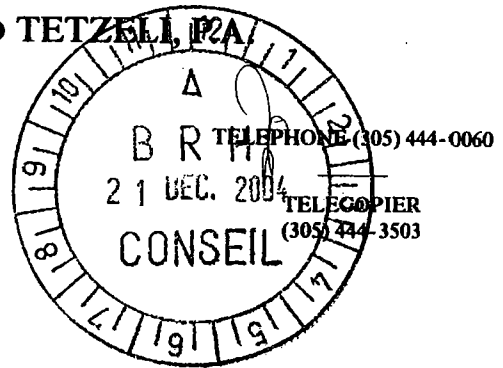
Gerard Latortue
Prime Minister

cc: Marc S. Palay, Esq. ✓
Winston & Strawn

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LAW OFFICES OF
KURZBAN KURZBAN WEINGER AND TETZEL, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133



December 10, 2004

Mr. Raymond Magloire
Banque de la Republique d'Haiti
P.O. Box 1570
Port-au-Prince, Haiti

Re: Response to Your Letter of November 11, 2004

Dear Mr. Magloire:

I write in response to your letter of November 11, 2004. You inquire as to services provided by our firm and disbursements over an eight-year period.

Please be advised that the scope of work and services performed by our firm for the period of 1996 to 2004 are the subject of written contracts between our firm and the Republic of Haiti and the Bank of the Republic of Haiti. In addition, we routinely corresponded with our client and provided status reports as requested. To the extent you are authorized to review these government records, I believe that these documents will answer your first question. Once you review the contracts you will easily be able to reconcile payments made to our firm.

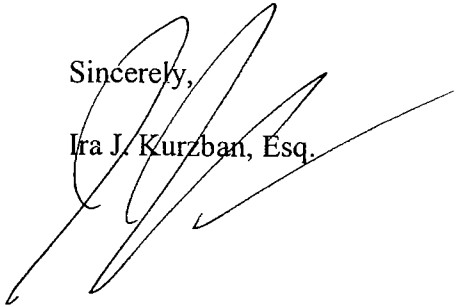
I am enclosing documentation as to disbursements from 1996 through June 2004. Hopefully these records will be deemed sufficient.

With all due respect, I note that I am constrained to restrict my communications based on the competing claims of legitimate entitlement to act on behalf of the Republic of Haiti. I raised this issue about seven months ago and the Republic of Haiti responded that it had no interest in attempting to resolve the competing claims. As a consequence, I am pleased to offer you public records that identify the types of government records that will assist you in your reconciliation efforts, but I am unable to discuss specific client matters with you at this time.

I have answered your letter as a courtesy and to clarify false rumors that you and others have spread as to my not performing any work for the government, but you should not take my response as an indication that I regard your inquiry as legitimate.

Sincerely,

Ira J. Kurzban, Esq.



For Six Month Period Ending June 30, 2004
(Insert date)

I - REGISTRANT

1. (a) Name of Registrant (b) Registration No. ~~4606~~ **4604**
Kurzban, Kurzban, Weinger & Tetzeli P.A.
- (c) Business Address(es) of Registrant
2650 SW 27th Avenue, Second Floor
Miami, Florida 33133

2. Has there been a change in the information previously furnished in connection with the following:

- (a) If an individual:
- | | | |
|-----------------------|------------------------------|-----------------------------|
| (1) Residence address | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (2) Citizenship | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (3) Occupation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
- (b) If an organization:
- | | | |
|--------------------------|------------------------------|--|
| (1) Name | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (2) Ownership or control | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| (3) Branch offices | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
- (c) Explain fully all changes, if any, indicated in items (a) and (b) above.

IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSE TO ITEMS 3, 4 AND 5(a).

3. If you have previously filed Exhibit C¹, state whether any changes therein have occurred during this 6 month reporting period.

Yes ☐ No ☒

If yes, have you filed an amendment to the Exhibit C? Yes ☐ No ☐

If no, please attach the required amendment.

¹ The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, Criminal Division, U.S. Department of Justice, Washington, DC 20530.)

4. (a) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period? Yes ☐ No ☒

If yes, furnish the following information:

Name	Position	Date connection ended
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- (b) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes ☐ No ☒

If yes, furnish the following information:

Name	Residence address	Citizenship	Position	Date assumed
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5. (a) Has any person named in item 4(b) rendered services directly in furtherance of the interests of any foreign principal?

Yes ☐ No ☐ N/A

If yes, identify each such person and describe his service.

- (b) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes ☐ No ☒

If yes, furnish the following information:

Name	Position or connection	Date terminated
------	------------------------	-----------------

- (c) During this 6 month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes ☐ No ☒

If yes, furnish the following information:

Name	Residence address	Citizenship	Position	Date assumed
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6. Have short form registration statements been filed by all of the persons named in Items 5(a) and 5(c) of the supplemental statement?

Yes ☐ No ☐ N/A

If no, list names of persons who have not filed the required statement.

II - FOREIGN PRINCIPAL**7. Has your connection with any foreign principal ended during this 6 month reporting period?**Yes ☒ * No ☐

If yes, furnish the following information:

Name of foreign principal
Republic of HaitiDate of termination
March 15, 2004*

*See letters of March 15, 2004, March 16, 2004, and April 5, 2004, attached.

8. Have you acquired any new foreign principal² during this 6 month reporting period?Yes ☐ No ☒

If yes, furnish the following information:

Name and address of foreign principal

Date acquired

9. In addition to those named in Items 7 and 8, if any, list foreign principals² whom you continued to represent during the 6 month reporting period.

None

10. EXHIBITS A AND B**(a) Have you filed for each of the newly acquired foreign principals in Item 8 the following:**

Exhibit A ³	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A
Exhibit B ⁴	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

If no, please attach the required exhibit.

(b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal whom you represented during the 6 month period?Yes ☐ No ☒If yes, have you filed an amendment to these exhibits? Yes ☐ No ☐ N/A

If no, please attach the required amendment.

² The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a)(9).) A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 200.)

³ The Exhibit A, which is filed on Form CRM-157 (Formerly OBD-47), sets forth the information required to be disclosed concerning each foreign principal.

⁴ The Exhibit B, which is filed on Form CRM-155 (Formerly OBD-45), sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

registrant more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 200.)

³ The Exhibit A, which is filed on Form CRM-157 (Formerly OBD-47), sets forth the information required to be disclosed concerning each foreign principal.

III - ACTIVITIES

11. During this 6 month reporting period, have you engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, and 9 of this statement? Yes ☒ No ☐

If yes, identify each such foreign principal and describe in full detail your activities and services:

For part of the reporting period, I continued to represent the Republic of Haiti (see response to Item 7, above) as its general counsel. In that capacity, I helped to recover approximately \$4 million owed to the Republic of Haiti. I also discussed with Congresswoman Maxine Waters, local Haitian-American elected officials in Florida, and staff members of Florida Congressman Meek's office, issues regarding my client.

12. During this 6 month reporting period, have you on behalf of any foreign principal engaged in political activity[§] as defined below? Yes ☒ No ☐

If yes, identify each such foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures or radio and TV broadcasts, give details as to dates and places of delivery, names of speakers and subject matter.

Although I engaged in certain activities on my own behalf, as stated in response to Item 13, below, I am referencing those activities here to avoid any question as to their proper disclosure.

13. In addition to the above described activities, if any, have you engaged in activity on your own behalf which benefits any or all of your foreign principals? Yes ☒ No ☐

If yes, describe fully.

Between February 1 and March 15, 2004, I appeared on various television and radio programs, including the Tavis Smiley show on NPR and Michael Putney's television program in Miami, to discuss the situation in Haiti.

[§] The term "political activities" means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

[§] The term "political activities" means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to

IV - FINANCIAL INFORMATION

14. (a) RECEIPTS - MONIES

During this 6 month reporting period, have you received from any foreign principal named in Items 7, 8, and 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes ☒ No ☐

If no, explain why.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies⁶

Date	From whom	Purpose	Amount
SEE ATTACHED			

Total

(b) RECEIPTS - FUND RAISING CAMPAIGN

During this 6 month reporting period, have you received, as part of a fund raising campaign⁷, any money on behalf of any foreign principal named in items 7, 8, and 9 of this statement? Yes ☐ No ☒

If yes, have you filed an Exhibit D⁸ to your registration? Yes ☐ No ☐ N/A

If yes, indicate the date the Exhibit D was filed. Date _____

(c) RECEIPTS - THINGS OF VALUE

During this 6 month reporting period, have you received any thing of value⁹ other than money from any foreign principal named in Items 7, 8, and 9 of this statement, or from any other source, for or in the interests of any such foreign principal? Yes ☐ No ☒

If yes, furnish the following information:

Name of foreign principal	Date received	Description of thing of value	Purpose
---------------------------	---------------	-------------------------------	---------

^{6, 7} A registrant is required to file an Exhibit D if he collects or receives contributions, loans, money, or other things of value for a foreign principal, as part of a fund raising campaign. (See Rule 201(e).)

⁸ An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fund raising campaign and transmitted for a foreign principal.

⁹ Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

(See Rule 201(e).)

⁸ An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fund raising campaign and transmitted for a foreign principal.

⁹ Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) DISBURSEMENTS - MONIES

During this 6 month reporting period, have you

(1) disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, and 9 of this statement? Yes ☒ No ☐(2) transmitted monies to any such foreign principal? Yes ☐ No ☒

If no, explain in full detail why there were no disbursements made on behalf of any foreign principal.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Date	To whom	Purpose	Amount
SEE ATTACHED			

Total

(b) DISBURSEMENTS - THINGS OF VALUE

During this 6 month reporting period, have you disposed of anything of value¹⁰ other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, and 9 of this statement?

Yes ☐ No ☒

If yes, furnish the following information:

Date disposed	Name of person to whom given	On behalf of what foreign principal	Description of thing of value	Purpose
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(c) DISBURSEMENTS - POLITICAL CONTRIBUTIONS

During this 6 month reporting period, have you from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value¹¹ in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes ☒ No ☐

If yes, furnish the following information:

Date	Amount or thing of value	Name of political organization	Name of candidate
1/26/04	\$500.00	Doug Haines for Congress	Doug Haines

^{10, 11} Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks" and the like.

^{10, 11} Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks" and the like.

V - INFORMATIONAL MATERIALS

16. During this 6 month reporting period, did you prepare, disseminate or cause to be disseminated any informational materials ¹²⁷
 Yes ☐ No ☒

IF YES, RESPOND TO THE REMAINING ITEMS IN SECTION V.

17. Identify each such foreign principal.

18. During this 6 month reporting period, has any foreign principal established a budget or allocated a specified sum of money to finance your activities in preparing or disseminating informational materials? Yes ☐ No ☐

If yes, identify each such foreign principal, specify amount, and indicate for what period of time.

19. During this 6 month reporting period, did your activities in preparing, disseminating or causing the dissemination of informational materials include the use of any of the following:

- ☐ Radio or TV broadcasts ☐ Magazine or newspaper articles ☐ Motion picture films ☐ Letters or telegrams
☐ Advertising campaigns ☐ Press releases ☐ Pamphlets or other publications ☐ Lectures or speeches
☐ Internet ☐ Other (specify) _____

20. During this 6 month reporting period, did you disseminate or cause to be disseminated informational materials among any of the following groups:

- ☐ Public Officials ☐ Newspapers ☐ Libraries
☐ Legislators ☐ Editors ☐ Educational institutions
☐ Government agencies ☐ Civic groups or associations ☐ Nationality groups
☐ Other (specify) _____

21. What language was used in the informational materials:

- ☐ English ☐ Other (specify) _____

22. Did you file with the Registration Unit, U.S. Department of Justice a copy of each item of such informational materials disseminated or caused to be disseminated during this 6 month reporting period? Yes ☐ No ☐

23. Did you label each item of such informational materials with the statement required by Section 4(b) of the Act? Yes ☐ No ☐

12. The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

12. The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an

VI - EXECUTION

In accordance with 28 U.S.C. §1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Type or print name under each signature¹³)

7/29/04

IRA J. KURZBAN

¹³ This statement shall be signed by the individual agent. If the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**UNITED STATES DEPARTMENT OF JUSTICE
FARA REGISTRATION UNIT
CRIMINAL DIVISION
WASHINGTON, D.C. 20530**

NOTICE

Please answer the following questions and return this sheet in triplicate with your Supplemental Statement:

1. Is your answer to Item 16 of Section V (Informational Materials - page 8 of Form CRM-154, formerly Form OBD-64-Supplemental Statement):

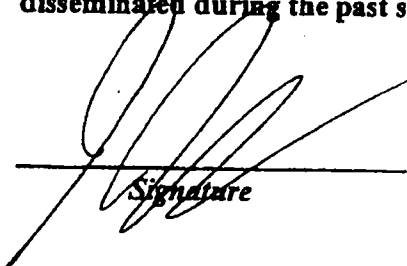
YES _____ or NO X _____

(If your answer to question 1 is "yes" do not answer question 2 of this form.)

2. Do you disseminate any material in connection with your registration:

YES _____ or NO X _____

(If your answer to question 2 is "yes" please forward for our review copies of all material including: films, film catalogs, posters, brochures, press releases, etc. which you have disseminated during the past six months.)



Signature

7/29/04
Date

Isaac J. Kuznetsov
Please type or print name of
signatory on the line above

Title

2004 JUL 29 PM 12:29
CRM/REGISTRATION UNIT

Kurzban Kurzban Weinger & Tetzell, P.A.

From 01/01/04 thru 06/03/04

Date	Description	Amount	Payee
01/06/04 Deposit	Wire transfer from TotalBank	150,000.00CR	
01/09/04	Transfer Fees & Costs on all Haiti matters through 12/31/03	230,000.00DB	Kurzban Kurzban Weinger & Tetzell
01/13/04	Advertising	30,000.00DB	Haiti Diaspo
01/22/04	For professional services 12/03	7,000.00DB	Brian Concannon, Jr.
02/06/04	Advertisement	20,000.00DB	Haiti Diaspo
02/19/04 Deposit	Wire transfer from Haiti	770,980.00CR	
02/20/04	Balance for advertising	10,000.00DB	Haiti Diaspo Television
02/20/04	For professional services 11/24/03 through 1/31/04	31,250.00DB	Marceau J. Edouard, Jr.
02/20/04	For professional services 1/04	7,000.00DB	Queens Fritaille
02/20/04	For professional services 1/04	1,000.00DB	Michelle Karhan
02/20/04	For professional services 1/04	7,000.00DB	Brian Concannon, Jr.
02/20/04	For professional services 1/04	4,400.00DB	Judy Prosper, Esq.
02/20/04	For professional Services 1/04	30,000.00DB	Dellums & Associates
02/20/04	For professional Services 1/04	15,000.00DB	Global Market Solutions
02/20/04	For professional services 1/04	16,500.00DB	Ross-Robinson & Associates #106865
02/20/04	For professional services 2/04	16,500.00DB	Ross-Robinson & Associates #106865
02/20/04	For professional services 1/04	20,000.00DB	Foley, Hoag & Elliot LLP
02/20/04	For professional services 2/04	20,000.00DB	Foley, Hoag & Elliot LLP
02/20/04	For professional services 2/04 (\$15,000 plus reimbursement of expenses)	16,685.40DB	Global Market Solutions
02/20/04	For professional services 1/04 and 2/04	50,000.00DB	Piper Rudnick
02/20/04	For professional services 1/04 & 2/04	16,000.00DB	Erickson Trouillot
02/20/04	For professional services 2/04	30,000.00DB	Dellums & Associates
02/20/04	Advertising 02/04	10,000.00DB	Radio People Corp., Inc.
02/20/04	Advertising 3/04	10,000.00DB	Radio People Corp., Inc.
02/25/04	For professional services 1/04 & 2/04	16,000.00DB	Alain Dubreuil
02/25/04	For professional services 1/04 & 2/04	16,000.00DB	Alain Dubreuil

2004 JUL 30 PM 12:29
 COURT REGISTRATION UNIT

Kurzban Kurzban Weinger & Tetzell, P.A.

From 01/01/04 thru 06/03/04

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Payee</u>
02/26/04	For professional services	160.00DB	Luc Especa
02/27/04	Translations	2,125.00DB	Michael Levy, Consulting
02/27/04	For professional services 8/5/03 through 12/31/03 & reimbursement of expenses	16,112.49DB	Michael Levy, Consulting
03/01/04	For professional services 2/04 and 3/04	2,000.00DB	Michelle Karthan
03/01/04	For professional services 2/04 & 3/04	14,000.00DB	Brian Concannon, Jr.
03/01/04	For professional services 3/04	8,000.00DB	Erickson Trouillot
03/01/04	For professional services 3/04	8,000.00DB	Alain Dubreuil
03/01/04	For professional services 3/04	16,500.00DB	Ross-Robinson & Associates #106865
03/01/04	For professional services 3/04	30,000.00DB	Dellums & Associates
03/01/04	Translations	5,000.00DB	Michael Levy, Consulting
03/01/04	For Professional services 3/04	15,000.00DB	Global Market Solutions
03/08/04 Deposit	Wire transfer re balance from TotalBank	158,958.89CR	
03/08/04 EFT	For professional services	50,000.00DB	Rabinowitz, Boudin, Standard
03/08/04	For professional services 2/04 & 3/04	16,000.00DB	Queens Fritaille
03/08/04	For additional professional services	10,000.00DB	Global Market Solutions
03/08/04	For additional professional services	10,000.00DB	Dellums & Associates
03/08/04	For additional professional services	4,400.00DB	Judy Prosper, Esq.
03/11/04	For professional services 2/01/04 through 2/29/04	12,500.00DB	Marceau J. Edouard, Jr.
03/12/04 EFT	Wire transfer for travel	169,721.00DB	Jet Network
03/26/04	For professional services 3/04	5,000.00DB	Mario Joseph
04/01/04	For professional services 2/04 & 3/04	8,800.00DB	Judy Prosper, Esq.
04/01/04	Translations 2/04 & 3/04	450.00DB	Isabelle Desbiens
04/14/04	Reimburse travel expenses from 3/04	994.67DB	Queens Fritaille
04/14/04	For professional services 3/04	18,000.00DB	Mr. Gilbert Collard
04/23/04	Reimburse travel expenses from 3/04	8,815.00DB	Brian Concannon, Jr.
05/26/04	Translation services in 2/04 & 3/04	550.00DB	Michael Levy, Consulting
05/26/04	Translation services in 2/04 & 3/04	550.00DB	Michael Levy, Consulting



Banque de la République d'Haïti
Le Gouverneur

Réf. : BRH/DAJ/ 04 # 08



March 15th, 2004

Mr. Ira Kurzban
Esquire
Plaza 2650
2650 SW 27th Avenue
2nd Floor, Miami, Fla 33133
Fax: (305) 444 3503

Dear Mr. Kurzban,

During the past years, your firm had been chosen and retained to represent the Government of Haiti, the Bank of the Republic of Haiti and Telecommunications of Haiti S.A.M. However, your letter dated January 31st, 2004, stipulates the following: *"... At the discretion of the Government of Haiti, BRH and Téléco, the present agreement may be rescinded at any time, without need for any advance notice; provided, however, that the Firm shall be paid on a pro rata basis for all days of the month concerned during which services were being rendered."*

Therefore, we hereby inform you that, as of the date of the present letter, the aforesaid agreement is rescinded. From this date on, you are expressly required to stop any and all legal action on behalf of the Government of Haiti, BRH or Téléco. No cost incurred after this date by your firm on the basis of this agreement will be taken into account for reimbursement or payment.

With our regards,

Vener Joseph
Governor of the Central Bank

Gerard Latortue
Prime Minister

LAW OFFICES OF

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

TELEPHONE (305) 444-0060

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELECOPIER
(305) 444-3503

March 16, 2004

Venel Joseph
Banque de al Republique d'Haiti
P.O. Box 1570
Port-au-Prince, Haiti



Dear Mr. Joseph:

We write in response to your letter of March 15, 2004. We are very concerned about the situation in Haiti and desire to resolve the situation created by your letter in an expeditious and correct manner.

As we all know from news reports, a conflict exists as to the identity of the lawful government of the Republic of Haiti. As an attorney, I am deeply troubled by conflicting announcements as to who currently has authority to act on behalf of the Republic of Haiti with whom we have a contractual relationship.

With the receipt of your letter, I have received conflicting directions. A lawyer confronted with conflicting claims as to who has authority to give directions on behalf of an entity is not entirely unique. In this case, President Aristide advises that he has not relinquished his office and that the Latortue "government" is not legitimately constituted. Although I have not spoken with Mr. Latortue personally since he left South Florida for Haiti, I certainly understand that he currently claims to have authority to speak for the Republic of Haiti.

I am sure that you agree that it is essential that this dispute be resolved in an accurate manner. Please advise me as to any suggestions for the resolution of these conflicting instructions.

Sincerely,

Kurzban, Kurzban, Weinger, & Tetzeli, P.A.

Ira J. Kurzban, Esq.

LJK/kat

cc: Gerard Latortue

LJK/kat

Gerard Latortue

177

**Banque de la République d'Haiti
Le Gouverneur**

Réf. : BRH/DAJ/ 04 # 11

April 5th, 2004

**Mr. Ira Kurzban
Esquire
Plaza 2650
2650 SW 27th Avenue
2nd Floor, Miami, Fla 33133
Fax: (305) 444 3503**

Dear Mr. Kurzban,

We hereby acknowledge receipt of your letter dated March 16th, 2004, in response to the correspondence regarding the termination of your contract. We do not believe it is appropriate and useful to entertain a debate on the notion of an "unlawful" or "illegitimate" government in Haiti.

The actual circumstances do not militate in favor of continuing our contractual relationship. Therefore, we confirm the termination stated in the letter of March 15th, 2004.

We appreciate your cooperation and understanding on this matter.

With our best regards,



**Raymond Magloire
Governor**



**Gerard Latortue
Prime Minister**

CONTENTS OF document: 4604S (KK604)
Number Of Items: 15

- (1) page: Page 1
- (2) page: Page 2
- (3) page: Page 3
- (4) page: Page 4
- (5) page: Page 5
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- (7) page: Page 7
- (8) page: Page 8
- (9) page: Page 9
- (10) page: Page 10
- (11) page: Page 11
- (12) page: Page 12
- (13) page: Page 13
- (14) page: Page 14
- (15) page: Page 15



**État de la République d'Haïti
Le Gouvernement**

Ref.:CA/04 #216

November 11, 2004



Mr. Ira Kurzban
Kurzban Kurzban Weinger and Tetzelli, PA
Plaza 2650
2650 S. W, 27th Avenue
2nd Floor
Miami, Florida 33133

Dear Mr. Kurzban:

As we are in the process of reconciling our accounts and expenditures we are requesting that you provide documentation of the services rendered by you and your firm since February 13, 1996 to present. Our records indicate that we have paid various retainers to your firm for this period in excess of \$10,000,000. We have not been able to find any documentation as to specifics of what services you and your firm performed for these retainers.

In addition, our records show that you and your firm acted as a "disbursement agent" for certain expenditures. We are further requesting the specifics of these expenditures to include dates of these expenditures, amounts and payees. Please, also include the purpose of these expenditures.

We would like a reply to our request by December 15, 2004.

Very truly yours,

Raymond Magloire

LAW OFFICES OF

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

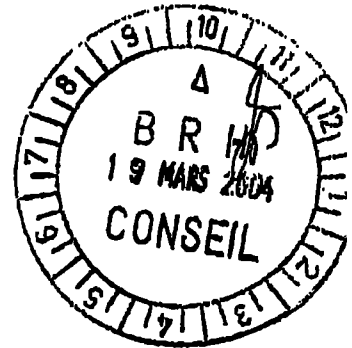
TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

URGENT

March 16, 2004

Venel Joseph
Banque de al Republique d'Haiti
P.O. Box 1570
Port-au-Prince, Haiti

Affaires Juridiques**22 MARS 2004**

Dear Mr. Joseph:

We write in response to your letter of March 15, 2004. We are very concerned about the situation in Haiti and desire to resolve the situation created by your letter in an expeditious and correct manner.

As we all know from news reports, a conflict exists as to the identity of the lawful government of the Republic of Haiti. As an attorney, I am deeply troubled by conflicting announcements as to who currently has authority to act on behalf of the Republic of Haiti with whom we have a contractual relationship.

With the receipt of your letter, I have received conflicting directions. A lawyer confronted with conflicting claims as to who has authority to give directions on behalf of an entity is not entirely unique. In this case, President Aristide advises that he has not relinquished his office and that the Latortue "government" is not legitimately constituted. Although I have not spoken with Mr. Latortue personally since he left South Florida for Haiti, I certainly understand that he currently claims to have authority to speak for the Republic of Haiti.

I am sure that you agree that it is essential that this dispute be resolved in an accurate manner. Please advise me as to any suggestions for the resolution of these conflicting instructions.

Sincerely,

Kurzban, Kurzban, Weinger, & Tetzeli, P.A.

Ira J. Kurzban, Esq.

IJK/kat

cc: Gerard Latortue



Banque de la République d'Haïti
Le Gouverneur

Réf. : BRH/DAJ/ 04 # 08

March 15th, 2004

Mr. Ira Kurzban
Esquire
Plaza 2650
2650 SW 27th Avenue
2nd Floor, Miami, Fla 33133
Fax: (305) 444 3503

Dear Mr. Kurzban,

During the past years, your firm had been chosen and retained to represent the Government of Haiti, the Bank of the Republic of Haiti and Telecommunications of Haiti S.A.M. However, your letter dated January 31st, 2004, stipulates the following: *"... At the discretion of the Government of Haiti, BRH and Téléco, the present agreement may be rescinded at any time, without need for any advance notice; provided, however, that the Firm shall be paid on a pro rata basis for all days of the month concerned during which services were being rendered."*

Therefore, we hereby inform you that, as of the date of the present letter, the aforesaid agreement is rescinded. From this date on, you are expressly required to stop any and all legal action on behalf of the Government of Haiti, BRH or Téléco. No cost incurred after this date by your firm on the basis of this agreement will be taken into account for reimbursement or payment.

With our regards,

Venel Joseph
Governor of the Central Bank

Gerard Latortue
Prime Minister

N.B. ORIGINAL FOLLOWS



REPUBLIQUE D'HAÏTI

MINISTÈRE
DE L'ECONOMIE ET DES FINANCES

Le Ministre

No. **BM/BRH/157/02-04**

URGENT

Port-au-Prince, le **16 FEV. 2004** 20

Monsieur Venel JOSEPH
Gouverneur
Banque de la République d'Haïti
En ses bureaux

Affaires Juridiques

14/02/04
F-N
16 FEV. 2004

Monsieur le Gouverneur,

J'ai l'avantage de vous transmettre sous ce couvert, pour votre signature, le contrat établi entre le Gouvernement d'Haïti et la Kurzban Kurzban Weinger and Tetzeli, P.A.

Je vous en souhaite bonne réception et vous prie d'agréer, Monsieur le Gouverneur, mes salutations les meilleures.

AL 0314/2004
Veuillez le 19/2/04
[Signature]
Faubert GUSTAVE

257.000
3
771.000

KURZBAN KURZBAN WEINGER AND TEL'ZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

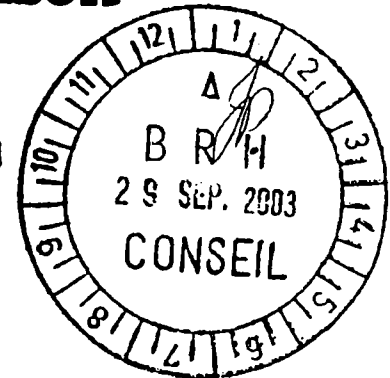
TELECOPIER
(305) 444-3503

April 4, 2003

Conseil **Conseil**

Honorable Faubert Gustave
Minister of Finance and Economy
Republic of Haiti
Port-au-Prince, HAITI

✓ **Affaires Juridiques**



[Signature]
30 SEP. 2003

M. Venel Joseph, Gouverneur
Banque de la République d'Haiti
Angle Rue de Miracle et Rue du
Magasin de l'etat
Port-au-Prince, HAITI

Re: Representation of the Government of Haiti,
Including the Central Bank of Haiti

Dear Minister Gustave and Gouverneur Joseph:

Pursuant to my agreement with the Central Bank and Teleco concerning my firm's representation of the Government of Haiti, I write to kindly request that the Government provide the last of four quarterly payments that is due our firm for this year. As you know, our agreement for fiscal year 2003 calls for the payment of \$203,000 per month and \$609,000 for the fourth quarter for the period October 1, 2003 to December 31, 2003. The payment of this retainer, although received by our firm, represents payment to other firms and entities that represent the Government's interests. As the disbursing agent for the Government, we are put in a somewhat difficult position because the persons we pay require us to make those payments promptly.

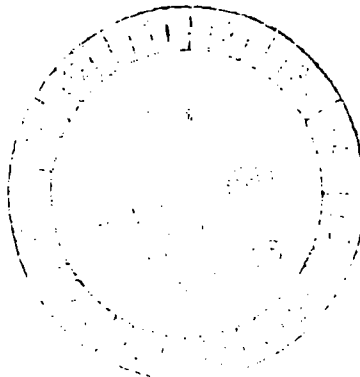
I will be happy to answer any questions that you may have.

Your prompt attention to this matter would be sincerely appreciated.

Sincerely,

[Signature]
IRA J. KURZBAN, ESQ.

IJK/ck
k:haiti:jean:ret



TRANSFERTS EFFECTUES EN FAVEUR DE KURZBAN(EX 98 -00)

DATE DEBIT CITIBANK			DATE CREDIT CODA
6-Mar-98	TRANSF. EFF EN FAV.KURZBAN	201,000	9-Mar-98
21 MAI 98	TRANSF. EFF EN FAV.KURZBAN	201,000	21 MAI 98
29 JUIL 98	TRANSF. EFF EN FAV.KURZBAN	201,000	29 JUIL 98
18 FEV 99	TRANSF. EFF EN FAV.KURZBAN	223,740	22 FEV 99
27 AVR 99	TRANSF. EFF EN FAV.KURZBAN	223,740	27 AVR 99
8-Sep-99	TRANSF. EFF EN FAV.KURZBAN	193,518.61	8-Sep-99
19-Oct-99	TRANSF. EFF EN FAV.KURZBAN	223,740	19-Oct-99
	CK # 6269 EMIS A/O IRA KURZBAN	13,900	03 FEV 00
25 FEV 00	TRANSF. EFF EN FAV.KURZBAN	243,750	25 FEV 00
30 MAI 00	TRANSF. EFF EN FAV.KURZBAN	243,750	30 MAI 00
10 JUIL 00	TRANSF. EFF EN FAV.KURZBAN	243,750	10 JUIL 00

RELEVÉ VALEURS PAYÉES PAR LE TP AUX BÉNÉFICIAIRES SUIVANTS

BÉNÉFICIAIRE	DATE	MONTANTS
KURZBAN	06.03.98	201,000.00
	21.05.98	201,000.00
	29.07.98	201,000.00
	18.02.99	223,740.00
	27.04.99	223,740.00
	08.09.99	193,518.61
	19.10.99	223,740.00
	30.05.00	243,750.00
	10.07.00	243,750.00
	16.11.01	416,249.00
	18.04.02	594,000.00
	03.06.02	594,000.00
	09.08.02	594,000.00
	29.10.02	594,000.00
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	28.01.03	609,000.00
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TOTAL		6,721,487.61

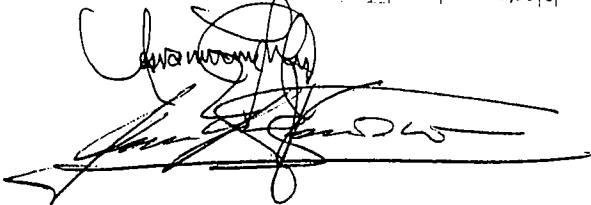
Code document : Numéro de document :
AI02MINUSMEF 124
Date de document : Exercice :
10/03/2004 20046

Code devise :
USD
Numéro de lot
0

Lignes document

LPD	N	Référence ext	Date docum	Ex/Per	Num	Code compte	Description ligne	Valeur devise st	D	Code	Valeur dev	V
N	1	AI 0314/2004	10/03/2004	2004/6	124	496399	UTIL. VAL. DEPOS/OC PMNT KURZ	34 175 564,53	E	JEAN	772 947,50	7
N	2	AI 0314/2004	10/03/2004	2004/6	124	133100.BKUS002	0314/04 A/O KURZBAN	34 089 456,60	C	JEAN	771 000,00	7
N	3	AI 0314/2004	10/03/2004	2004/6	124	715800.SV071	FRS DE CABLES	884,29	C	JEAN	20,00	8
N	4	AI 0314/2004	10/03/2004	2004/6	124	712200.SV071	COMMISSIONS	85 223,64	C	JEAN	1 927,50	8

Total crédit : 772 947,50 USD
Total débit : 772 947,50 USD

A large, stylized handwritten signature in black ink is written over a circular official stamp. The signature is slanted and appears to be a name. The stamp is partially obscured by the ink.

Enterprise 1001196851 BANQUE DE LA REPUBLIQUE D'HAITI
Branch 940 Citibank NY FI. Cash Mgmt
Customer 0000081179 GOVERNMENT OF THE PREPUBLIC OF HAITI
Account 36047871 BANQUE REPUBLIQUE D'HAITI
Currency USD

Statement Date : 21 May 98
Opening Balance : USD 100,000.00
Closing Ledger Balance : USD 100,000.00
Closing Available Balance : USD 100,000.00

Transaction Details Currency Amount

Funds Transfer USD 8,319,685.84- ✓

Customer Ref: NONREF
Bank Ref : 8117914200330509
Value Date : 21 May 98
Entry Date : 21 May 98
Type : MSC
Details : ACT TRANSFER ACCOUNT 36986035
BANQUE DE LA REPUBLIQUE D'HAITI FROM
YOUR ACCOUNT TO ACCOUNT 36986035
Further Reference : ACT TRANSFER DR

Funds Transfer USD 700,000.00- ✓

Customer Ref: C011000000001333
Bank Ref : LCK81414285700
Value Date : 21 May 98
Entry Date : 21 May 98
Type : TRF
Posted Time : 1223
Details : LESS CHARGES
Further Reference : SAME DAY DR TRANSFER
Related Reference : AO 978/98
Beneficiary : BANQUE DE L'UNION HAITIENNE, PORT.A
U.PRINCE, HAITI
Beneficiary Bank : 066002482 NATIONSBANK INTERNATIONAL
MIAMI, FL . THIS ABA ACCE
Beneficiary's Account: 0075070610001
By Order Of : BANQUE DE LA REPUBLIQUE D'HAITI RUE
DES MIRACLES PORT AU PRIN
FED IMAD : 0521B1Q8024C001620

Funds Transfer USD 201,000.00- ✓

Customer Ref: C011000000001339
Bank Ref : LCK81415699800
Value Date : 21 May 98
Entry Date : 21 May 98
Type : TRF
Posted Time : 1612
Further Reference : SAME DAY DR TRANSFER
Beneficiary : KURZBAN KURZBAN WEINGER AND TETZELI
, PA
Beneficiary Bank : 066006349 TO. EAGLE NATIONAL BANK O
F MIAMI 1550 BISCAYNE BOUL
Beneficiary's Account: 010313848106



MINISTERE
DE L'ECONOMIE ET DES FINANCES

No. DGE/PB/000/0375

Monsieur Venel JOSEPH
Gouverneur de la Banque
de la République d'Haïti

En ses Bureaux.-

Monsieur le Gouverneur,

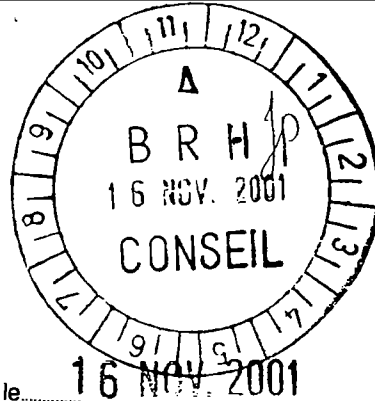
Je vous saurais gré de tirer du compte "111004153/Ministère de l'Economie et des Finances" un montant de QUATRE CENT SEIZE MILLE DEUX CENT QUARANTE NEUF DOLLARS AMERICAINS ET 00/100 (US\$ 416.249,00) en vue de créditer le compte de la firme suivante.

KURZBAN KURZBAN WEINGER AND TETZELI, PA
0103138481-06
EAGLE NATIONAL BANK
1550 BISCAYNE BOULEVARD, MIAMI, FL
33132
FW066006349

Je saisis l'occasion pour vous renouveler, Monsieur le Gouverneur, l'assurance de ma considération distinguée.

CC: Direction Contrôle Budgétaire
CC: Direction du Trésor

16/11/01



Port-au-Prince, le

16 NOV. 2001



AFFAIRES

INTERNATIONALES

Att. D. Wainman

AUDIT INTERNE

act. 16/11/01

22/11/2001

Faubert GUSTAVE
Ministre

Vouffray
16/11/01

----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status : Network Ack

Priority/Delivery : Normal

Message Input Reference : 1453 011116BRHAHTPPAXXX1821004575

----- Message Header -----

Swift Input : FIN 100 Transfert clientele

Sender : BRHAHTPPXXX

BANQUE DE LA REPUBLIQUE D'HAITI

PORT AU PRINCE HT

Receiver : CITIUS33XXX

CITIBANK N.A.

NEW YORK, NY US

----- Message Text -----

20: Numero de reference transaction

AI 2241/2001

32A: Date valeur, devise et montant

Date : 16 November 2001

Currency : USD (US DOLLAR)

Amount : #416,249. #

50: Client donneur d'ordre

MINISTERE DES FINANCES

57D: Inst gestionnaire compte - adr

//FW066006349

EAGLE NATIONAL BANK

1550 BISCAYNE BOULEVARD, MIAMI 33132

59: Client beneficiaire

/0103138481-06

KURZBAN KURZBAN WEINGER AND TETZELI

70: Details du paiement

/RFB/DBG0375

----- Message Trailer -----

{MAC:DDDD9A93}

{CHK:99D0DD40BB64}

----- Interventions -----

Category : Network Report

Creation Time : 16/11/01 13:50:03

Application : SWIFT Interface

Operator : SYSTEM

Text

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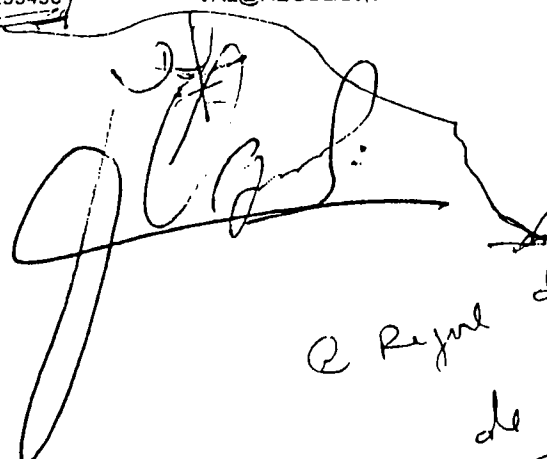
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 Exercice : 2002 Période : 3
 Date document : 2/2001

Code devise : USD
 Numéro lot : 0

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N	1	0	0	RE AI 2109/2001	31/12/2001	2002/3	2354939100.SV071	REG.ECRT 6/11/01 KURZBAN	13.533.261,04	CJEAN M 516.249
N	2	0	0	RE AI 2109/2001	31/12/2001	2002/3	2354299490	VAL@REGUL/26,2146	13.533.261,04	DJEAN M 516.249

Total crédit : 516.249,00 USD
 Total débit : 516.249,00 USD


 @ Regne des neytrons Credit
 de MET
 Total = 516.249,00
 USD 7.110.249,00

document :
002

2419
Exercice :
2002

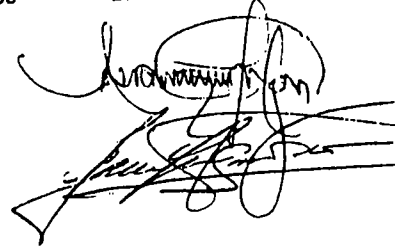
Période :
7

Code devise :
USD
Numéro lot :
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le document						Description ligne	Valeur devise ste	bil de utilisat	Valeur devis
r-sociétés	Achats	référence externe	Date document	rcice/Période docum	Code compte				
0	0	AI 0708/2002	18/04/2002	2002/7	2419299490	BRH VALEURS A REGULARISER	15.752.286,00	DICARMELL	594.
0	0	AI 0708/2002	18/04/2002	2002/7	2419133100.BKUS003	BRH TRANS EN FAV. KURZBAN	15.752.286,00	CICARMELL	594.

rédit :
ébit :

594.000,00 USD
594.000,00 USD



*2ème montant à rembourser
pour le NEF / kurzban.*

Document :

Numéro document :

2470

Code devise :

USD

Document :

Exercice :

2002

Période :

9

Numéro lot :

0

de document

Document	Achats	Référence externe	Date document	rcice/Période docu	Code compte	Description ligne	Valeur devise ste	bi/de utilisé	Valeur devise
0	0	AI 0989/2002	3/06/2002	2002/9	2470 299490	BRH VALEURS A REGULARISER	16.020.239,40	De CARMELL	594.00
0	0	AI 0989/2002	3/06/2002	2002/9	2470 133100.BKUS002A	BRH TRNS EN FAV. KURZBAN	16.020.239,40	De CARMELL	594.00

Crédit :

594.000,00 USD

Débit :

594.000,00 USD

Prints avril, mai, juin

USD 198.000 x 3 mois

= USD 594.000.

03/06/2002

Total 594.000.-
 + 594.000.-
 = 1.188.000.-

USD 1.188.000.- Regulariser
 594.000.-

En contrepartie de notre représentation du Gouvernement d'Haïti, de la BRH et de la Téléco, le cabinet d'avocats KURZBAN KURZBAN WEINGER & TETZELI recevra des honoraires mensuels bde \$257,000 dollars américains, à compter du 1er janvier 2004, en paiement pour les prestations juridiques fournies dans le cadre du présent accord et le remboursement des dépenses encourues pour compte du Gouvernement d'Haïti, de la BRH et de la Téléco. Les paiements devront être effectués, au plus tard, le dixième jour de chaque mois, soit par virement bancaire au compte de KURZBAN KURZBAN WEINGER & TETZELI, P.A., à la Eagle National Bank sise à 1550 Biscayne Boulevard, Miami, FL 33132 (Numéro du compte : 0103138481-06 ; ABA Routing #066006349), soit par lettre de crédit établie à la Eagle National Bank sur laquelle les fonds pourront être tirés, au plus tard, le dixième jour de chaque mois. Toutes les fois que je le juge nécessaire, une portion de ces honoraires sera allouée à d'autres conseillers qui nous aideront et nous donneront des conseils juridiques.

Il demeure entendu que le présent accord peut être résilié à n'importe quel moment, à la discrétion du Gouvernement d'Haïti, de la BRH et de la Téléco, et qu'aucun préavis n'est nécessaire, à condition, toutefois, que le cabinet soit payé au prorata du nombre des jours de services fournis durant le mois de la résiliation.

Si la présente est le reflet fidèle de notre accord, veuillez en signer l'original, le dater et nous le retourner.

Nous tenons à réitérer combien nous sommes honorés d'avoir été choisis pour vous servir et espérons que notre collaboration sera fructueuse.

Veuillez agréer, Monsieur le Gouverneur et Ministre de Finance l'expression de nos sentiments distingués.

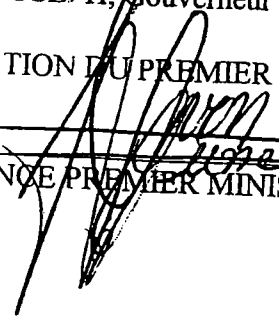

IRA J. KURZBAN, ESQ.

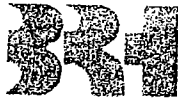
Convenu ce 7 jour de février 2004

POUR LA BANQUE CENTRALE D'HAÏTI

Par: VENEL JOSEPH, Gouverneur

PAR APPROBATION DU PREMIER MINISTRE


SON EXCELLENCE PREMIER MINISTRE YVON NEPTUNE



Banque de la République d'Haïti
Mémoire

AFFAIRES
INTERNATIONALES

#1

a. chargé 50% BRH
50% Tré
J

A : Richard Baptiste

De : Venel Joseph

- 5 AOUT 2003

Date : 31 juillet 2003

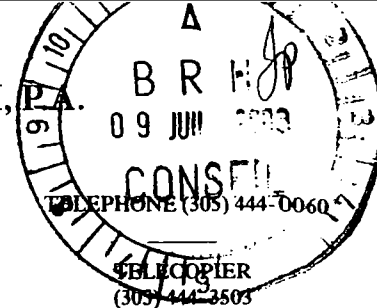
Réf.: DAJ/Mémoire # 243

Objet : Contrat Ira Kurzban / BRH- Téléco - Gouvernement Haïtien / Virement bancaire

Dans le cadre du contrat intervenu le 7 janvier 2003 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de EU\$ 609,000.00 à l'ordre de M. Kurzban.

(9)

LAW OFFICES OF
KURZBAN KURZBAN WEINGER AND TETZELI, P.A.



PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

July 1, 2003

Honorable Faubert Gustave
Minister of Finance and Economy
Republic of Haiti
Port-au-Prince, HAITI

Affaires Juridiques

M. Venel Joseph, Gouverneur
Banque de la République d'Haiti
Angle Rue de Miracle et Rue du
Magasin de l'etat
Port-au-Prince, HAITI

9 JUL. 2003

Att: Jeanne Hyland
22 juil. 03
[Signature]

Re: Representation of the Government of Haiti,
Including the Central Bank of Haiti

Dear Minister Gustave and Gouverneur Joseph:

Pursuant to my agreement with the Central Bank and Teleco concerning my firm's representation of the Government of Haiti, I write to kindly request that the Government provide the second of four quarterly payments that is due our firm for this year. As you know, our agreement for fiscal year 2003 calls for the payment of \$203,000 per month and \$609,000 for the third quarter for the period July 1, 2003 to September 30, 2003. The payment of this retainer, although received by our firm, represents payment to other firms and entities that represent the Government's interests. As the disbursing agent for the Government, we are put in a somewhat difficult position because the persons we pay require us to make those payments promptly.

I will be happy to answer any questions that you may have.

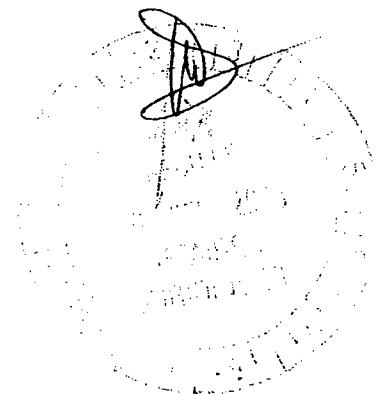
Your prompt attention to this matter would be sincerely appreciated.

Sincerely,

IRA J. KURZBAN, ESQ.

(2)

IJK/ck
k.haiti:jean:ret





Banque de la République d'Haïti

MEMORANDUM

A : Richard Baptiste

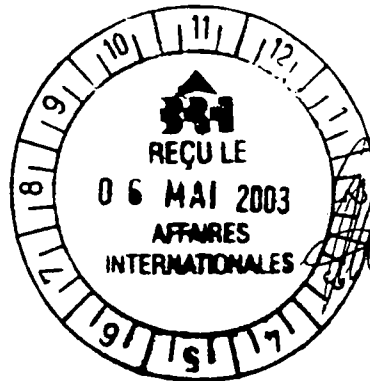
De : Venel Joseph

Date : 2 mai 2003

Réf.: DAJ/Mémo # 129

Objet : Contrat Ira Kurzban/ BRH - Téléco - Gouvernement Haïtien/ Virement bancaire

Dans le cadre du contrat intervenu le 7 janvier 2003 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de six cent neuf mille dollars des Etats-Unis d'Amérique (EU\$ 609,000.00) à l'ordre de M. Kurzban.



DE 0833/2003

ref 8/5/03

①

Clarifie

U-UMID = ICITIUS33XXX100AI 0833/2003
Suffix = 030508

Status =

Format = Swift Sub-Format = Input
Msg Type = 100 Nature = Financial

Sender =
BRHAHTPPXXX LT : A

BANQUE DE LA REPUBLIQUE D'HAITI

PORT AU PRINCE
PORT AU PRINCE
HT
HAITI

Receiver =
CITIUS33XXX LT : X

CITIBANK N.A.

NEW YORK, NY
US
UNITED STATES

Transaction ref. = AI 0833/2003
Amount = 609,000. USD

Related ref. =
Value/Date = 030508

Format & Validation

Version = 0205 Checked = Minimum
Netw. Appl. = FIN Passed = Maximum

Sender to Network Instructions

Priority = Normal
Delv. Overdue warning request = FALSE
Network delv. notif. request = FALSE
Obs. period =

FIN Copy Service =

Sender to Receiver Instructions

Banking Prior. =
Warning Status =

User ref. =

Server to Receiver Instructions =



Creation

Appl/Serv = Mesg Creation
RP & Ft = MP_creation
Date/Time = 08/05/03 12:20:43

Text =

20: Numero de reference transaction
AI 0833/2003
32A: Date valeur, devise et montant
Date : 08 May 2003
Currency : USD (US DOLLAR)
Amount : #609,000.#
50: Client donneur d'ordre
BANQUE DE LA REPUBLIQUE D'HAITI
57D: Inst gestionnaire compte-nom/adr
//FW066006349
EAGLE NATIONAL BANK 1550 BISCAYNE
BOULEVARD, MIAMI, FL 33132
59: Client beneficiaire -nom/adresse
/0103138481-06
KURZBAN KURZBAN WEINGER AND
TETZELI, P.A.
71A: Details des frais
OUR

Message History =

*Original (Completed)

Created at "_MP_creation" on 08/05/03 at 12:20:43
By Destine : Created at rp [MP_creation] and assigned to unit [None]
By Destine : Disposed from rp [MP_creation] to rp [MP_verification]; On
processing by Function mpc with result Success;
By Hilaire : Disposed from rp [MP_verification] to rp [MP_authorisation];
On processing by Function mpa with result Success;
By Menard : Disposed from rp [MP_authorisation] to rp [SI_to_SWIFT]; On
processing by Function mpa with result Success;
Sent to SWIFT "BRHAHTPPAXXXF" on 08/05/03 at 17:30:43
Session Nr 2385 Sequence Nr 007123 Result: SWIFT Ack
ACK text: [{1:F21BRHAHTPPAXXX2385007123}{4:{177:0305081831}{451:0}}]
By SYSTEM : Completed in rp [SI_to_SWIFT]; On Processing by Function
SI_to_SWIFT with result Success; (Rule:USER,20)

*Notification - 1 (Completed)

By SYSTEM : Created at rp [LocalSwiftAcks] and assigned to unit [None]
Sent to APPLI "LocalSwiftAcks" on 22/05/03 at 15:34:02
Session Nr 7442 Sequence Nr 000036 Result: APPLI Aborted
Sent to APPLI "LocalSwiftAcks" on 23/05/03 at 09:58:25
Session Nr 7443 Sequence Nr 000036 Result: APPLI Ack
By SYSTEM : Completed in rp [LocalSwiftAcks]; On Processing by Function
AI_to_APPLI with result Success; (Rule:USER,100)

End of Report

3



Banque de la République d'Haïti
Mémemorandum

A : Richard Baptiste

De : Venel Joseph

Date : 24 janvier 2003

Réf.: DAJ/Mémo # 19

Objet : Contrat Ira Kurzban / BRH- Téléco - Gouvernement Haïtien / Virement bancaire

Dans le cadre du contrat intervenu le 7 janvier 2003 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de EU\$ 609,000.00 à l'ordre de M. Kurzban.

①

and Télécom we will maintain an office in Haiti employing other attorneys to represent the various bodies comprising the Government of Haiti.

Mc 9
In consideration of our representation of the Government of Haiti, BRH and Téléco, the Law Firm of KURZBAN, KURZBAN, WEINGER & TETZELI, P.A. shall receive fees of US \$203,000.00 per month beginning January 1, 2003 to pay for the legal representation provided and reimbursement for expenses incurred on behalf of the Government of Haiti, BRH and Téléco. Payment of these fees is to be made on or before the tenth of each month by bank transfer to the account of KURZBAN, KURZBAN, WEINGER & TETZELI, P.A. with Eagle National Bank, located at 1550 Biscayne Boulevard, Miami, Florida 33132, Account Number 0103138481-06, ABA Routing No. 066006349; or by letter of credit opened with Eagle National Bank against which the funds may be drawn no later than the tenth of each month. Whenever I deem it necessary, a portion of these fees shall be shared with other counsel who assist us and give us legal advice.

We understand that at the discretion of the Government of Haiti, BRH and Téléco, the present agreement may be rescinded at any time, without need for any advance notice; provided, however, that the Firm shall be paid on a pro rata basis for all days of the month concerned during which services were being rendered.

If this letter accurately reflects our understanding, please sign and date on original and return it to us.

Again, we feel greatly honored that you have requested our services. We hope that our association will be productive.

Please accept our most cordial regards.

Sincerely,

IRAJ. KURZBAN, ESQ.

Agreed today, 7th January, 2003.

THE CENTRAL BANK OF HAITI

By:

VENEL JOSPEH, Governor

BY APPROVAL OF THE PRIME MINISTER YVON NEPTUNE

His Excellency, Prime Minister Yvon Neptune

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

Operator:

Destine

Message Identifier

Message Preparation Application:

Action:

Unique Message Identifier:

Message Creation

Message disposed to the Verification Queue

I CITIUS33XXX 100 AI 1584/2002 020809

Message Header

FIN

Priority:

Monitoring:

Sender:

MT100

Normal

None

FIN MT 100 - Transfert clientele *

Unit:

None

Institution:

BRHAHTPPXXX

Receiver:

Institution:

CITIUS33XXX

CITIBANK N.A.
NEW YORK, NY
US

Message Text

20: Numero de reference transaction

AI 1584/2002

32A: Date valeur, devise et montant

020809

USD

[US DOLLAR]

594000,

#594,000.#

50: Client donneur d'ordre

BANQUE DE LA REPUBLIQUE D'HAITI

57: D - Inst gestionnaire compte - adr

//FW066006349

EAGLE NATIONAL BANK

1550 BISCAYNE BOULEVARD, MIAMI, FL

33132

59: Client beneficiaire

/010313848106

KURZBAN KURZBAN WEINGER AND

TETZELI, PA

70: Details du paiement

71A: Details des frais

OUR

72: Info emetteur - destinataire

Network Data

Network:

SWIFT*

End of Report

*autaxe
9/08/02
F.N.*

*Verification OK
[Signature]*

provisions correspondant à soixante sept mille dollars (\$67,000.00) par mois commençant le 1er janvier 1998 pour payer les représentation juridiques fournies et rembourser les dépenses encourues en faveur du Gouvernement d'Haiti, la BRH et de la Téléco. Le paiement de ces provisions devrait être déposé au plus tard le dixième jour de chaque mois virement bancaire au compte de banque du Cabinet KURZBAN KURZBAN WEINGER & TETZELI, P.A. à la Eagle National Bank qui se trouve à 1550 Biscayne Boulevard, Miami, FL 33132, numéro de compte 0103138481-06, ABA Routing Number 066006349 ou bien une lettre de crédit établie à la Eagle National Bank sur laquelle on peut tirer des fonds au plus tard le dixième jour de chaque mois. Toutes les fois que je le juge nécessaire une portion de ces provisions sera partagée avec d'autres conseillers qui nous aideront et qui nous donneront des conseils juridiques.

Nous comprenons que, à la discrétion du Gouvernement d'Haiti, de la BRH et de la Téléco, cet accord peut être résilié n'importe quand, et qu'aucun préavis n'est nécessaire sauf que le Cabinet sera payé au "pro-rata" pour tous les jours du mois pendant lesquels des services ont été rendus.

Si la présente reflète correctement notre entente, veuillez la signer en indiquant la date, et nous en retourner un original.

Nous réitérons que c'est un grand honneur pour nous que vous ayez requis nos services. Nous espérons que notre collaboration sera fructueuse.

Nous vous prions, cher Monsieur Jean, de bien vouloir agréer l'expression de nos sentiments distingués.

Sincèrement,

IRA J. KURZBAN, ESQ.

D'Accord ce 3ème jour de
Mars, 1998.

LE GOUVERNEMENT D'HAITI
POUR LA BANQUE CENTRALE D'HAITI

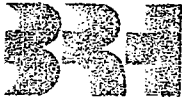
Par: 

FRITZ JEAN, GOUVERNEUR

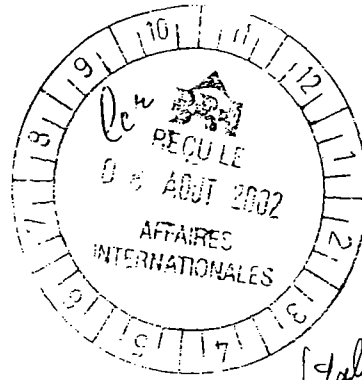
Selon résolution du Conseil des Ministres en
date du 3 Février 1998 dont copie ci-jointe.

k:\haiti\jeanltr.fre

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.



Banque de la République d'Haïti
Mémoire



A : Richard Baptiste

De : Venel Joseph

Date : 6 août 2002

Réf.: DAJ/Mémo # 276

Objet : Contrat Ira Kurzban / BRH- Téléco - Gouvernement Haïtien / Virement bancaire

Dans le cadre du contrat intervenu le 4 avril 2002 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de EU\$ 594,000.00 à l'ordre de M. Kurzban.

*à comptabiliser à son compte
à attendre attente au d'attente
régulariser pour le Ministère
des Finances*
J Q

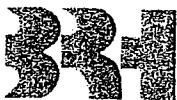
OTM

HT 1584 / 2002

DX 28-4/60

*autorisé
9/08/02
F.P.*

Cpte 299490



Banque de la République d'Haïti
Mémoire

A : Richard Baptiste

De : Venel Joseph

Date : 6 août 2002

Réf.: DAJ/Mémoire # 276

Objet : Contrat Ira Kurzban / BRH- Téléco - Gouvernement Haïtien / Virement bancaire

Dans le cadre du contrat intervenu le 4 avril 2002 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de EU\$ 594,000.00 à l'ordre de M. Kurzban.

(1)

*à comptabiliser à un compte
d'attente attendu d'être
régularisé par le Ministère
des Finances*

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

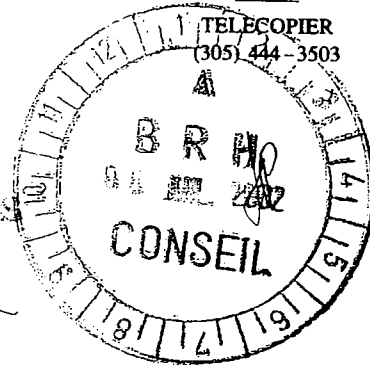
TELECOPIER
(305) 444-3503

July 8, 2002

M. Faubert Gustave
Minister of Economy and Finance
Port-au-Prince, Haiti

M. Venel Joseph, Gouverneur
Banque de la République d'Haiti
Angle Rue de Miracle et Rue du
Magasin de l'etat
Port-au-Prince, HAITI

Affaires juridiques



29 JUL 2002

Re: Representation of the Government of Haiti,
Including the Central Bank of Haiti

Dear Minister Gustave and Gouverneur Joseph:

Pursuant to my agreement with the Central Bank and Teleco concerning my firm's representation of the Government of Haiti, I write to kindly request that the Government provide the third of four quarterly payments that are due our firm for this year. As you know, our agreement calls for the payment of \$198,000 per month for a total amount of \$594,000.00 for the period **July 1, 2002 through September 30, 2002**. The payment of this retainer, although received by our firm, represents payment to other firms and entities that represent the Government's interests. As the disbursing agent for the Government, we are put in a somewhat difficult position because the persons we pay require us to make those payments promptly.

I will be happy to answer any questions that you may have.

Your prompt attention to this matter would be sincerely appreciated.

Sincerely,

IRA J. KURZBAN, ESQ.

IJK/ck
k:haiti:jean:ret

U-UMID = ICITIUS33XXX100AI0989/2002

Suffix = 020603

Status =

Format = Swift

Msg Type = 100

Sub-Format = Input

Nature = Financial

Sender =

BRHAHTPPXXX LT : A

BANQUE DE LA REPUBLIQUE D'HAITI

PORT AU PRINCE

PORT AU PRINCE

HT

HAITI

Receiver =

Transaction ref. = AI0989/2002

Amount = 594,000. USD

Related ref. =

Value/Date = 020603

Format & Validation

Version = 0005

Netw. Appl. = FIN

Checked = Minimum

Passed = Maximum

Sender to Network Instructions

Priority = Normal

Delv. Overdue warning request = FALSE

Network delv. notif. request = FALSE

Obs. period =

FIN Copy Service =

Sender to Receiver Instructions

Banking Prior. =

Warning Status =

User ref. =

Server to Receiver Instructions =

Creation

Appl/Serv = Mesg Creation

RP & Ft = MP creation

Date/Time = 03/06/02 12:29:37

Text =

:20:AI0989/2002
:32A:020603USD594000,
:50:BANQUE DE LA REPUBLIQUE D'HAITI
:57D://FW066006349
EAGLE NATIONAL BANK, 1550 BISCAYNE
BOULEVARD, MIAMI, FLORIDA 33132
:59:/010313848106
KURZBAN, KURZBAN, WEINGER AND
TETZELI, PA
:70:/RFB/DAJ/MEMO NO 179
:71A:OUR

Message History =

*Original (Completed)

Created at " MP creation" on 03/06/02 at 12:29:37
By Destine : Created at rp [MP creation] and assigned to unit [None]
By Destine : Disposed from rp [MP creation] to rp [_MP_verification]; On
processing by Function mpc with result Success;
By Ozias : Disposed from rp [MP verification] to rp [_MP_authorisation];
On processing by Function mpa with result Success;
By Bernadotte : Disposed from rp [MP authorisation] to rp [_SI_to_SWIFT];
On processing by Function mpa with result Success;
Sent to SWIFT "BRHAHTPPAXXXF" on 03/06/02 at 16:34:45
Session Nr 2025 Sequence Nr 005492 Result: SWIFT Ack
ACK text: [{1:F21BRHAHTPPAXXX2025005492}{4:{177:0206031736}{451:0}}]
By SYSTEM : Completed in rp [SI to SWIFT]; On Processing by Function
SI_to_SWIFT with result Success;(Rule:USER,20)

*Notification - 1 (Completed)

By SYSTEM : Created at rp [LocalSwiftAcks] and assigned to unit [None]
Sent to APPLI "LocalSwiftAcks" on 03/06/02 at 16:35:19
Session Nr 6890 Sequence Nr 000001 Result: APPLI Aborted
Sent to APPLI "LocalSwiftAcks" on 03/06/02 at 16:36:22
Session Nr 6891 Sequence Nr 000001 Result: APPLI Ack
By SYSTEM : Completed in rp [LocalSwiftAcks]; On Processing by Function
AI_to_APPLI with result Success;(Rule:USER,100)

End of Report

Banque de la République d'Haïti
Mémoire

A : Venel Joseph

De : Charles Castel



*OK pour paiement de
avril - mai - Juin 2002*

Date : 24 mai 2002

Réf.: DAJ/Mémoire # 179

Objet : Demande de paiement de Ira Kurzban

M. Ira Kurzban a conclu le 4 avril 2002 un accord avec le Gouvernement Haïtien incluant la BRH et la Téléco pour la représentation juridique de ces institutions. Ce contrat est valable pour l'année civile terminant le 31 décembre 2002.

Aux termes de la lettre servant de contrat, les honoraires mensuels (US\$ 198,000.00) dus à M. Kurzban sont payables avant ou le 10 de chaque mois. De plus, depuis la signature du premier contrat avec M. Kurzban en 1996, les honoraires lui ont été versés jusqu'à présent sur une base trimestrielle. Il faut noter que M. Kurzban a reçu paiement pour le premier trimestre (janvier, février et mars 2002).

Par lettre **postdatée du 1er juin 2002** adressée au Ministre de l'Economie et des Finances et au Gouverneur de la BRH, M. Ira Kurzban sollicite le paiement de ses honoraires pour la période allant d'avril 2002 à septembre 2002, soit deux trimestres de travail. Cette requête n'est pas conforme aux clauses contractuelles.

A date, selon le contrat, sont dus à M. Kurzban les mois d'avril, de mai et, à partir du 10 juin, de juin 2002.

Rien n'oblige la BRH ou l'Etat Haïtien à payer à l'avance les mois de: juillet, août et septembre 2002.

①

DEMANDE DE PAIEMENT DE IRA KURZBAN

M. Ira Kurzban a conclu le 4 avril 2002 avec le Gouvernement Haïtien incluant la BRH et la Téléco un accord pour la représentation juridique de ces institutions. Ce contrat est valable pour l'année civile terminant le 31 décembre 2002.

Aux termes de la lettre servant de contrat, les honoraires mensuels (US\$ 198,000.00) dus à M. Kurzban sont payables avant ou le 10 de chaque mois. De plus, depuis la signature du premier contrat avec M. Kurzban en 1996, les honoraires lui ont été versés jusqu'à présent sur une base trimestrielle. Il faut noter que M. Kurzban a reçu paiement pour le premier trimestre (janvier, février et mars 2002).

Par lettre **postdatée du 1er juin 2002** adressée au Ministre de l'Economie et des Finances et au Gouverneur de la BRH, M. Ira Kurzban sollicite le paiement de ses honoraires pour la période allant d'avril 2002 à septembre 2002, soit deux trimestres de travail. Cette requête n'est pas conforme aux clauses contractuelles.

A date, selon le contrat, on doit à M. Kurzban les mois d'avril, de mai et, à partir du 10 juin, de juin.

Rien n'oblige la BRH ou l'Etat Haïtien à payer à l'avance les mois de juillet, août et septembre.

att
A
A
A
J
L
g

OK
g

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

Affaires Juridiques

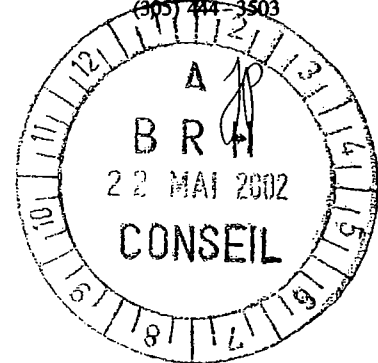
TELECOPIER
(305) 444-3503

June 1, 2002

M. Faubert Gustave
Minister of Economy and Finance
Port-au-Prince, Haiti

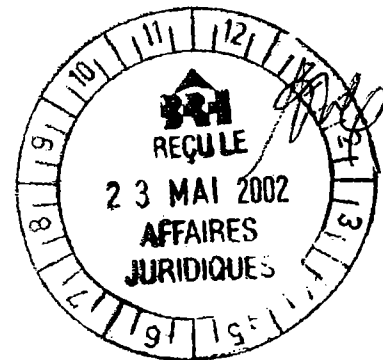
23 MAI 2002

URGENT



M. Venel Joseph, Gouverneur
Banque de la République d'Haiti
Angle Rue de Miracle et Rue du
Magasin de l'etat
Port-au-Prince, HAITI

Re: Representation of the Government of Haiti,
Including the Central Bank of Haiti



Dear Minister Gustave and Gouverneur Joseph:

Pursuant to my agreement with the Central Bank and Teleco concerning my firm's representation of the Government of Haiti, I write to kindly request that the Government provide the third and fourth of four quarterly payments that are due our firm for this year. As you know, our agreement calls for the payment of \$198,000 per month for a total amount of \$1,188,000 for the period April 1, 2002 through September 30, 2002. The payment of this retainer, although received by our firm, represents payment to other firms and entities that represent the Government's interests. As the disbursing agent for the Government, we are put in a somewhat difficult position because the persons we pay require us to make those payments promptly.

Since the beginning of this retainer, the lawyers and lobbyists working for Haiti have had a number of significant accomplishments. We have unified the Black Caucus in the United States who has submitted legislation to the U.S. Congress in the form of a declaration to the President requesting that President Bush lift the economic embargo against Haiti. On the Senate side of the U.S. Congress we are working closely with Senator Dodd to initiate hearings on the economic embargo. We are also working on the introduction of legislation in the Senate similar to that introduced in the House of Representatives.

On the legal side of these issues we are engaged in research to determine whether the Haitian government should initiate litigation against the IDB or whether individual Haitians should bring claims based on international human rights before the Interamerican Commission

3

on Human Rights. At the same time we have been working on the representation of Haitian migrants who have been subjected to long term detention by the INS.

In addition to the legal and political work, we have organized a Commission of International Experts on drug trafficking to address the problem of drug trafficking in Haiti. The Commission made its first trip to Haiti on April 29-30, 2002. This trip included the former drug czar in the U.S., and current mayor of Los Angeles Lee Brown, the Commissioner of the Police Department for the City of New York and former Commissioner of Customs, Ray Kelley as well as academic experts in the fields of enforcement and rehabilitation. The Commission expects to work diligently toward providing a final report to the Government of Haiti in the near future.

My firm has also provided to the Government of Haiti legal support for negotiations with the United States in the form of an analysis of proposed contracts on drug trafficking and migration.

I will be happy to answer any questions that you may have.

Your prompt attention to this matter would be sincerely appreciated.

Sincerely,

IRA J. KURZBAN, ESQ.

IJK/ck
k.haiti@jean.ret

(7)

Banque de la République d'Haïti
Mémoire

A : Richard Baptiste

De : Venel Joseph

Date : 17 avril 2002

Réf.: DAJ/Mémoire # 136

Objet : Contrat Ira Kurzban / BRH- Téléco - Gouvernement Haïtien / Virement bancaire

Dans le cadre du contrat intervenu le 4 avril 2002 entre M. Ira Kurzban et le Gouvernement Haïtien incluant la BRH et la Téléco, veuillez effectuer un virement bancaire de EU\$ 594,000.00 à l'ordre de M. Kurzban.

①

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

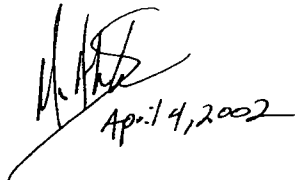
TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

April 3, 2002

H.E. Yvon Neptune
Prime Minister
Republic of Haiti
Port-au-Prince, Haiti

M. Venel Joseph
Banque de la République d'Haiti
Angle Rue des Miracles et Rue
du Magasin de l'Etat
Port-au-Prince, Haiti



Handwritten signature and date: April 4, 2002

Re: Representation Agreement between the Government of Haiti, including The Central Bank of Haiti, Téléco and the Law Firm of KURZBAN, KURZBAN, WEINGER & TETZELI, P.A.

Dear Prime Minister Neptune and Governor Joseph:

We are very pleased that the Government of Haiti, the Bank of the Republic of Haiti (BRH) and Compagnie Télécommunications d'Haïti S.A.M. (TÉLÉCO) have decided to retain the law firm of KURZBAN, KURZBAN, KURZBAN, WEINGER & TETZELI, P.A. as legal counsel. This letter confirms our agreement concerning the retention of our Firm by the Government of Haiti, BRH and Téléco, as well as the terms under which we are to supply professional services. We are pleased that the Government of Haiti, BRH and Téléco have retained this Firm to protect their interests, and we expect to continue having a good relationship with them.

The Firm agrees to provide legal advice and to represent the Government of Haiti, BRH and Téléco as regards their business affairs, and to provide other legal services from time to time upon request. Our work will include, but not be limited to, legal representation, litigation, legal advice, preparation of reports and execution of special projects, as requested of us by the Government of Haiti, BRH and/or Téléco.

I will assume the principal responsibility, but I am sure that if I require any assistance, I will receive the same from this Firm. To facilitate our work with the Government of Haiti, BRH



Handwritten circled number 3



Handwritten signature

and Télécom we will maintain an office in Haiti employing other attorneys to represent the various bodies comprising the Government of Haiti.

In consideration of our representation of the Government of Haiti, BRH and Téléco, the Law Firm of KURZBAN, KURZBAN, WEINGER & TETZELI, P.A. shall receive fees of US \$198,000.00 per month beginning January 1, 2002 to pay for the legal representation provided and reimbursement for expenses incurred on behalf of the Government of Haiti, BRH and Téléco. Payment of these fees is to be made on or before the tenth of each month by bank transfer to the account of KURZBAN, KURZBAN, WEINGER & TETZELI, P.A. with Eagle National Bank, located at 1550 Biscayne Boulevard, Miami, Florida 33132, Account Number 0103138481-06, ABA Routing No. 066006349; or by letter of credit opened with Eagle National Bank against which the funds may be drawn no later than the tenth of each month. Whenever I deem it necessary, a portion of these fees shall be shared with other counsel who assist us and give us legal advice.

We understand that at the discretion of the Government of Haiti, BRH and Téléco, the present agreement may be rescinded at any time, without need for any advance notice; provided, however, that the Firm shall be paid on a pro rata basis for all days of the month concerned during which services were being rendered.

If this letter accurately reflects our understanding, please sign and date on original and return it to us.

Again, we feel greatly honored that you have requested our services. We hope that our association will be productive.

Please accept our most cordial regards.

Sincerely,

IRA J. KURZBAN, ESQ.

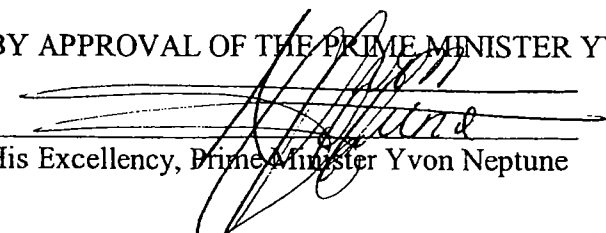
Agreed today, April 4, 2002.

THE CENTRAL BANK OF HAITI

By: 

VENEL JOSPEH, Governor

BY APPROVAL OF THE PRIME MINISTER YVON NEPTUNE


His Excellency, Prime Minister Yvon Neptune

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
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MIAMI, FLORIDA 33133

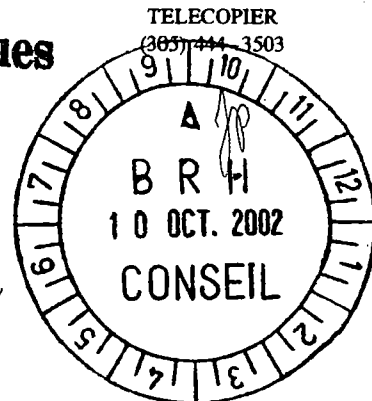
TELEPHONE (305) 444-0060

Affaires Juridiques

October 7, 2002

M. Faubert Gustave
Minister of Economy and Finance
Port-au-Prince, Haiti

M. Venel Joseph, Gouverneur
Banque de la République d'Haiti
Angle Rue de Miracle et Rue du
Magasin de l'etat
Port-au-Prince, HAITI



A. J.
E. Castel

18 OCT. 2002

Re: Representation of the Government of Haiti,
Including the Central Bank of Haiti

Dear Minister Gustave and Gouverneur Joseph:

Pursuant to my agreement with the Central Bank and Teleco concerning my firm's representation of the Government of Haiti, I write to kindly request that the Government provide the fourth of four quarterly payments that are due our firm for this year. As you know, our agreement calls for the payment of \$198,000 per month for a total amount of \$594,000.00 for the period **October 1, 2002 through December 31, 2002**. The payment of this retainer, although received by our firm, represents payment to other firms and entities that represent the Government's interests. As the disbursing agent for the Government, we are put in a somewhat difficult position because the persons we pay require us to make those payments promptly.

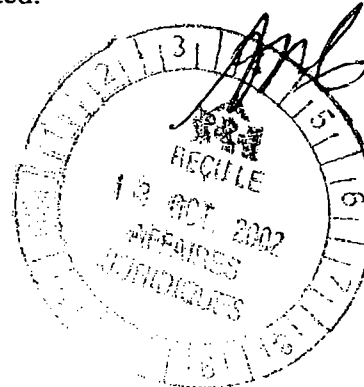
I will be happy to answer any questions that you may have.

Your prompt attention to this matter would be sincerely appreciated.

Sincerely,

(4)

IRA J. KURZBAN, ESQ.



IJK/ck
k.haiti@jean.net



Banque de la République d'Haïti
Le Gouverneur

Réf.: BRH/DAJ/2001# 29

Le 13 juin 2001

Monsieur Patrick André Joseph
Directeur Général
Télécommunications d'Haïti S.A.
En ses bureaux.-

Monsieur le Directeur Général,

Dans le cadre du contrat intervenu le 7 juin 2001 entre Monsieur Ira Kurzban et le Gouvernement Haïtien incluant la Banque de la République d'Haïti et la Téléco, nous vous avisons qu'il sera effectué un virement de un million cent quatre vingt deux mille quatre cent quatre-vingt-dix-huit dollars des Etats-Unis d'Amérique (1,182,498.00 EU\$), du compte de la Téléco à l'ordre de M. Kurzban. Ce montant représente 50% des honoraires de M. Kurzban, soit six mois de travail (Janvier, février, mars, avril, mai et juin 2001).

Nous vous prions de recevoir, Monsieur le Directeur Général, nos salutations distinguées.



Fritz Jean

P.J.: Copie du contrat

②

----- Instance Type and Transmission -----

Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1517 010615BRHAHTPPAXXX1659003845

----- Message Header -----

Swift Input : FIN 100 transfert de clientele
Sender : BRHAHTPPXXX
BANQUE DE LA REPUBLIQUE D'HAITI
PORT AU PRINCE HT
Receiver : FRNYUS33XXX
FEDERAL RESERVE BANK OF NEW YORK
NEW YORK,NY US

----- Message Text -----

20: numero reference transaction
AI 1118/2001
32A: date valeur/devise et montant
Date : 15 June 2001
Currency : USD (US DOLLAR)
Amount : \$1,182,498.#
50: client donneur d'ordre
BANQUE DE LA REPUBLIQUE D'HAITI
57D: inst. gestionnaire du cpte - adr.
EAGLE NATIONAL BANK
FW066006349
59: client beneficiaire
/0103138481-06
KURZBAN KURZBAN WEINGER AND TETZELI
70: details du paiement
/RFB/DAJ MEMO 216
71A: details des frais
OUR

----- Message Trailer -----

{MAC:969123C4}
{CHK:8214BF8256BF}

----- Interventions -----

Category : Network Report
Creation Time : 15/06/01 14:39:11
Application : SWIFT Interface
Operator : SYSTEM
Text
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KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

June 7, 2001

His Excellency Jean Marie Cherestal
Premier Ministre
Port-au-Prince, Haiti

Fax 011 509 298 3900

Dear Prime Minister Cherestal:

Pursuant to our conversation, I kindly request that you take immediate action to resolve the matter concerning the government's decision to retain the services of my firm to represent its interests in the United States. It is my understanding that the matter has not been resolved between your office and the Central Bank because there may be an issue over a resolution that must be provided to the Bank to release the funds.

As you know, our obligations concerning my contract began to run on May 1, 2001. Various lobbyists and publicists working for the government have made demands upon me for payment pursuant to the agreements signed by the Minister of Finance. We are now in default of our agreement for failing to make timely payments.

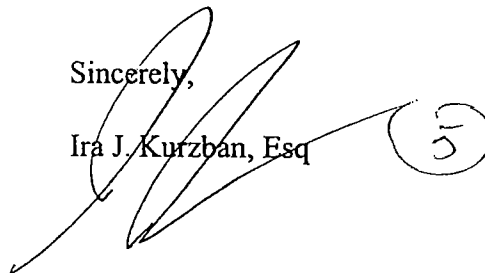
I kindly request that you take immediate steps to resolve this matter. The Governor of the Bank is requiring a resolution from the Council of Minister which may be by individual signature of each minister or through a general resolution signed by your office. According to the relevant documents, the Governor has to sign the agreement in conformance with a resolution of the Council of Ministers.

As the Prime Minister you must decide with the Governor of the Bank the form and method to conclude this matter. I would not presume to express to you the best method to resolve the current problem. Nevertheless, I have numerous obligations to other persons and entities who we are now in default with as a result of our failure to pay. I would appreciate your immediate attention to this matter.

Sincerely,

Ira J. Kurzban, Esq.

cc: H.E. Jean Bertrand Aristide
Fritz Jean, Governor

A handwritten signature in dark ink, appearing to be 'Ira J. Kurzban', is written over the typed name. To the right of the signature is a circle containing the number '5'.

LAW OFFICES OF
KURZBAN KURZBAN WEINGER AND TETZELI, P.A.

PLAZA 2650
2650 S.W. 27TH AVENUE
SECOND FLOOR
MIAMI, FLORIDA 33133

TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

Le 1 May de 2001

Monsieur Fritz Jean
Gouverneur
Banque de la République d'Haïti
Angle Rue des Miracles et
Rue du Magasin de l'Etat
Port-au-Prince, Haïti

Objet: Contrat de représentation entre le Gouvernement d'Haïti, particulièrement la banque centrale d'Haïti et la Téléco, et le cabinet d'avocats KURZBAN, KURZBAN, WEINGER & TETZELI

Monsieur le Gouverneur,

Nous sommes heureux que le Gouvernement d'Haïti, la Banque de la République d'Haïti (BRH) et la Compagnie de Télécommunications d'Haïti S.A.M. (Téléco) aient décidé de retenir les services du cabinet d'avocats KURZBAN KURZBAN WEINGER & TETZELI comme conseiller juridique. La présente vient préciser les termes de notre accord, notamment le choix de notre cabinet par le Gouvernement d'Haïti et les conditions dans lesquelles notre cabinet devra fournir ses services professionnels. Nous sommes heureux que le Gouvernement d'Haïti, la BRH et la Téléco aient choisi notre cabinet pour défendre leurs intérêts et espérons continuer nos bonnes relations avec eux.

Le cabinet consent à fournir des conseils juridiques au Gouvernement d'Haïti, la BRH et la Téléco et à les représenter dans leurs affaires commerciales, ainsi qu'à exécuter d'autres services juridiques ponctuels sur demande. Notre travail comprendra, à titre indicatif: la représentation juridique, les litiges, les conseils juridiques, la préparation de rapports et la réalisation de projets spéciaux, sur demande du Gouvernement d'Haïti, la BRH et/ou la Téléco.

J'assumerai la responsabilité principale du présent mandat, mais suis sûr de recevoir, au besoin, l'assistance de mon cabinet. Pour faciliter notre travail avec le Gouvernement d'Haïti, la BRH et la Téléco, nous maintiendrons un bureau en Haïti, employant d'autres avocats pour représenter les diverses composantes du Gouvernement d'Haïti.

En contrepartie de notre représentation du Gouvernement d'Haïti, de la BRH et de la Téléco, le cabinet d'avocats KURZBAN KURZBAN WEINGER & TETZELI recevra des honoraires mensuels bde \$197, 083 dollars américains, à compter du 1er janvier 2001, en paiement pour les prestations juridiques fournies dans le cadre du présent accord et le remboursement des dépenses encourues

pour compte du Gouvernement d'Haïti, de la BRH et de la Téléco. Les paiements devront être effectués, au plus tard, le dixième jour de chaque mois, soit par virement bancaire au compte de KURZBAN KURZBAN WEINGER & TETZELI, P.A., à la Eagle National Bank sise à 1550 Biscayne Boulevard, Miami, FL 33132 (Numéro du **compte : 0103138481-06 ; ABA Routing #066006349**), soit par lettre de crédit établie à la Eagle National Bank sur laquelle les fonds pourront être tirés, au plus tard, le dixième jour de chaque mois. Toutes les fois que je le juge nécessaire, une portion de ces honoraires sera allouée à d'autres conseillers qui nous aideront et nous donneront des conseils juridiques.

Il demeure entendu que le présent accord peut être résilié à n'importe quel moment, à la discrétion du Gouvernement d'Haïti, de la BRH et de la Téléco, et qu'aucun préavis n'est nécessaire, à condition, toutefois, que le cabinet soit payé au prorata du nombre des jours de services fournis durant le mois de la résiliation.

Si la présente est le reflet fidèle de notre accord, veuillez en signer l'original, le dater et nous le retourner.

Nous tenons à réitérer combien nous sommes honorés d'avoir été choisis pour vous servir et espérons que notre collaboration sera fructueuse.

Veuillez agréer, Monsieur le Gouverneur, l'expression de nos sentiments distingués.

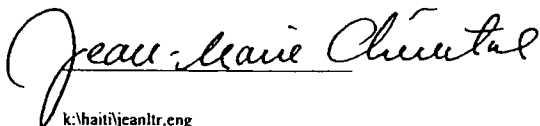

IRA J. KURZBAN, ESQ.

Convenu ce 7^{ème} jour de juin 2001

LE GOUVERNEMENT D'HAÏTI
POUR LA BANQUE CENTRALE D'HAÏTI

Par: 
FRITZ JEAN, Gouverneur

Suivant Approbation du Premier Ministre


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