

LAW OFFICES OF
KURZBAN KURZBAN AND WEINGER P.A.

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

TELEPHONE (305) 444-0060

TELECOPIER
(305) 444-3503

January 4, 1995

Ms. Hazel Ross-Robinson
7573 Alaska Avenue, N.W.
Washington D. C. 20012

Re: Lobbying and Public Relations Services for the Republic of Haiti

Dear Hazel:

As general counsel for the Republic of Haiti, I write to confirm our mutual understanding as to the terms and conditions under which your services are retained by Haiti. You have agreed to provide general lobbying, public relations and information services to Haiti which will include, but not be limited to: (1) securing the support of Members of Congress for pro-Haiti policies, whether such policies are being considered by the administration, promoted by the administration, or even resisted by the administration; (2) articulating Haiti's concerns and interests within various federal agencies, as appropriate; (3) arranging and preparing for meetings and briefings for President Aristide and other members of the Government of Haiti with influential audiences on and off Capitol Hill; (4) writing op-ed articles for placement in North American newspapers; (5) working with the business community in the United States to promote trade and investment in Haiti; and (6) taking all other necessary actions to further the interests of Haiti in the United States.

As you know, the Government of Haiti has also retained and will in the future retain other prominent lobbyists, attorneys and publicists to assist it in its work in the United States. As part of your work for the Government, you agree to coordinate the lobbying and public relations work for the Government. This will include maintaining weekly or biweekly meetings with the rest of the public relations and lobbying team working for Haiti and providing direction and leadership to this group.

The Government of Haiti has and will have in the future a broad range of proprietary information including but not limited to state secrets, current and future plans and strategy, process information, government privileged information and intelligence. You agree that you will not at any time, now or in the future, nor in any manner, divulge, disclose, or communicate any information to any third party without the prior consent of the Government of Haiti. All information obtained will be treated as privileged and strictly confidential. If it appears that you have disclosed or have threatened to disclose documents or information in violation of this Agreement, the Government of Haiti shall be entitled to an injunction to restrain you from providing any services or information to any party to whom such information has been disclosed or may be disclosed. The Government shall not be prohibited by this

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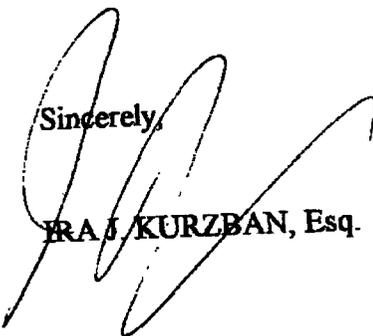
provision from pursuing other remedies, including a claim for losses and damages. These confidentiality provisions shall remain in full force and effect after the termination of the Agreement. Upon termination of the Agreement, you shall deliver all records, notes data, memorandum models, and equipment of any nature that are in your possession or under your control that relate to the work you have performed for Haiti.

The Government of Haiti agrees to retain your services as an independent contractor for a one year period beginning January 4, 1995 and ending December 31, 1995. The Government of Haiti agrees to pay you a monthly retainer of twelve thousand five hundred dollars (\$12,500) per month in U.S. currency plus all reasonable expenses which shall be billed at cost. Your monthly retainer and reasonable expenses will be paid within thirty days of presenting a statement of account to Ira J. Kurzban, at Kurzban, Kurzban and Weinger, P.A., 2650 SW 27th Avenue, Miami, Florida 33133.

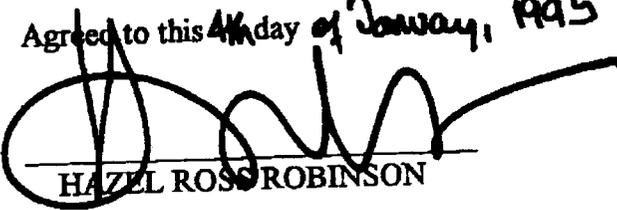
This Agreement may be discontinued at any time at the discretion of the Government of Haiti and no advanced notice need be given, except that you will be paid on a pro rata basis for any days during any month which work was performed at the time of the termination of the Agreement.

If this correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter.

Sincerely,


IRA J. KURZBAN, Esq.

Agreed to this 4th day of January, 1995


HAZEL ROSS ROBINSON

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