

## Van

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From: "Van A Brink" <vanbrink@swiftuganda.com>  
To: "Tai Hastey" <Cielorun@aol.com>  
Cc: "Mark Kennedy" <markk@caribsurf.com>  
Subject: Re: SEVERENCE TERMS  
Date: Tue, 28 Mar 2000 09:54:26 -0500

March 28, 2000

Tai Hastey

Dear Tai,

Mark asked me to write out the severance terms of my separation from the bank and from claim to 50% equitable ownership in the overall multi-jurisdictional empire that has been created. I understand he will be meeting with you sometime next week in Grenada.

As I wrote to you in summary form before, here is what I am asking:

My signatory entities are to receive:

\$30,000 monthly as minimum consulting fee, adjusted to 10% of bank earnings quarterly and paid to an IBC at an unrelated financial institution.

The \$30,000 was offered. I would want this as a consulting fee to a separate corporation rather than paid to my personal name, just as no funds have ever been paid to either of us in our personal names. This is for tax purposes. As to the entity name itself, let's make it

Workingdraft Publishing, Ltd., an IBC I set up for publishing the book I'm working on titled New Millennium Economics. I would appreciate it if Debbie, Mark or yourself could locate the original corporate documents. They are in my Grenada home office over by the window, I believe. When these documents are found, please have them forwarded to me here in Kampala in care of Comnet Services, Ltd, Diamond Trust, 3 rd Floor, Kampala Road, Kampala, Uganda. Fed Ex telephone number for shipping: 256 77 200074.

As to the 10% of bank earnings quarterly, 10% is less than the 50% to which I am entitled. If there are no earnings, there is no payment requirement. The thought might be that I would be receiving something on earnings that developed on new business after the date of my settlement. That could be true. But my settlement is for 10% instead of 50%. There is a lot of room for growth before I would truly be infringing on the value of earnings to which I wasn't otherwise entitled. When the day comes that this gets close to out of balance, I would certainly release you and the bank from additional obligation - and that can be worded into the settlement agreement.

Existing and renewal of existing deposit referral commissions to be paid to Onmabutoloa at First Bank.

This is on deposit business I personally orchestrated apart from my other duties at the bank in helping orchestrate things for everyone else. I'm asking that these commissions be maintained at First Bank so that the debit card I have can be loaded from time to time and so that I can continue to do other transfers by normal instructions. For instance, the funds sent to Robert Bell each month and to Gail would be deducted from this Onmabutoloa Foundation account.

10% of bank equity as of the completion of the McEnroe transaction and all prior acquisitions as they become liquid or otherwise useable. Funds to be transferred to an IBC or other corporate or trust structure of Brink's designation at an unrelated financial institution.

Here we have a clear line drawn in the sand. There needs to be a detail of all bank assets as of the date of settlement. This would include equity interest in ARDA, OEI, GRS, Covenant Trust, Phoenix Funding, and all other entities, as well as the bank's instrument holdings. As sums from those entities or instruments becomes available, I would receive 10% of the equity amount, that is, the amount AFTER covering all bank obligations to depositors and other quantified liabilities, such as mortgages. If sums never become available, I would receive nothing. On future asset growth, I would receive nothing in terms of cash value of the new holdings, but would receive 10% of earnings (as explained above).

The ability to refer additional depositors for normal commission earnings to be paid to Onmabutoloa at First Bank.

Current bank policy is that First Bank has no referral sources. If this is an obstacle, I could transfer the referrals over to Zig's bank or something. I view this as undesirable, since it would also then necessitate First having to pay the higher wholesale rate, increasing the interest rate by about 70% annually. I'd rather minimize the cost to the bank on roughly \$4 million in deposits. If the accounts are transferred to another bank, it increases First's annual outlay by about \$2.8 million over and above the commissions I receive. Silly.

Existing overdrafts on any/all Brink-signatory accounts cleared by First Bank.

If you would prefer, take it out of future 10% cash distributions. Last I saw it was around \$200,000 in overdraft. If we leave it that way it would be several months before I can buy another bag of groceries. In essence I overdrafted Bob and Missi's account by \$250,000 so they could make the down payment on their house in Portland. There has been no demanded repayment of this. We overdrafted (that is, didn't deduct from Harleys & Habaneros) to make the down payment for Moose Hill Investments and the monthly payments. \$180,000 of the funds were used to buy a business for Nicholas Moore, Jagoda's friend, so that she would feel free to travel to Uganda with me. Another \$10,000 was to pay attorney fees in the business purchase transaction. Another \$30,000 was loaned to purchase a new car for Michael Creft's significant other who called in desperate need for many months running. Another \$50,000 was loaned to the bank's attorney, Reynold Benjamin, who called me in desperate need. I had \$170,000 in the account when I started in January, but between the above loans/investments and transfers I made to Jagoda for her health care services to me and to put money on her account access card, as well as my normal monthly expenditures (Gail, Robert, a monthly scholarship I personally funded for a Grenadian medical student at Christmas at the request of the Prime Minister through Michael Creft, etc.), I ended up \$200,000 overdrafted.

All right, title and interest to Ugandan corporations and properties First Bank has equitable interest in, as well as to the residences Brink occupies in Kampala.

This would include the corporation which owns the Lake Victoria property (acquired at \$2 million; Nsimbe Ideal Homes (into which the bank invested \$70,000 and is behind \$230,000 on a \$1 million purchase price of some 900 acres ten miles outside of Kampala) and the homes here on Mbuya Hill, Kampala (purchase price \$1.3 million).

I have to meet accredited investor standards with the Government of Uganda in order to remain here with some amount of governmental protection/security. I am politely but

insistently nudged on this twice weekly when I am in town. I was told when I returned today that the head of the Ugandan Investment Authority wants to see me personally this week (I didn't request the meeting). I have been published in the local press (and, in part, confirmed by the Wall Street Journal) as the owner of these properties. All of the negative press about me has been republished over here. They want to know that there is something in it for Uganda if I stay. Basically, I have to demonstrate this or find another country. It's that simple.

As to the Lake Victoria property, I reviewed briefly with Mark a development concept for turning it into a holistic healing center/resort. I've arranged low cost financing for such. Mark would also like to do a Venture Capital CD offering concerning it. I'd also like to have Doug's help in creating an IRS tax-exempt foundation for spreading the concept with healing centers throughout Africa. I know that given your background and interest in health and nutrition, you would love the project.

My proposal doesn't include First Bank's investments in shares of Ranch on the Lake Resort (\$400,000) or what has been invested in Comnet Services (I'm not sure, exactly, but I think about \$100,000 so far). I would leave both of these with the bank, since the bank will be using Comnet Services daily and the bank needs to arrange additional investment in Ranch on the Lake, something which would be outside of my abilities.

The home in Grenada I occupy, balance owed, if any, paid on schedule to the seller by First Bank.

I don't think I need to go into great detail on this. I want a home on a white sandy beach to go home to now and then. 3244 seems a little out of the question right now. I'd be willing for the bank to keep title, so long as I retained occupancy of the property. Seems to me, however, that the bank needs not to have remaining links to me.

American Express charges paid in full, up through the trip to and returning from Havana. Any additional charges to card to be deducted from Onmabutoloa when you present the bill each month.

I found out after writing this a couple weeks ago that you cancelled my card. It was your right to do so. I would have appreciated notice. Had it not been for Jagoda's debit card, I would have been \$3,400 short on paying up to leave Havana and would have had to spend 30 hours waiting in the London airport for the next plane.

The VISA account access card presently in my possession with existing the balance in tact.

Not sure there will be much of an argument, here, since the existing balance is now \$0.00.

Designation of someone at First Bank to handle my account access/transfer instructions via internet and/or fax.

I've been working with Debbie, but I'm not sure how much longer until she goes on maternity leave. And if Mark would rather have someone else work with me anyway, that's fine.

The blue Lincoln, the green 4-wheel drive in Grenada, and the egg shell white 4-wheel drive in Kampala, along with my computers and other personal effects. I don't know what else to say on this topic, Tai, other than that the property assets I've specified constitute less than two-one thousandths of one percent of the bank's balance sheet holdings of March 31, 1999. Was I selective about them? Yes. Selective in terms

of what accommodates my needs if I am to remain in Uganda and in what accommodates my needs when I return to a white, sandy beach and in what accommodates the bank's needs to become totally separate from me. The Lincoln Doug and Eve are free to keep driving, but I don't want to sell it. You picked it out for me and it will always be special, no matter how out-of-date it becomes. My only other request is a blue bracelet. And that we'll always still be friends.

I wrote to Mark a couple weeks ago that the other 40% of my 50% could go to the officers, directors and employees of First Bank and of IDIC. Truly, I only wish all of you the best. Shit, I'm crying. I do love you. I know all the decisions I made were not the best. But I did try my best to always do my best for everyone concerned. And it's what I'm still trying to do.

Love,  
Van