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Witness Code: BELGGVT

CASE NO. ICIR-98-41-F
 EXHIBIT NO. P365
 DATE ADMITTED 12-10-2005
 TENDERED BY PROSECUTION
 NAME OF WITNESS VOS

BELGIUM Government

Procès Verbal "Pro Justicia" de Olivier Bogaert du 24 juillet 1995, à propos d'achat d'armes par BAGOSORA, et 9 annexes.

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POLICE JUDICIAIRE
près le
Parquet du Procureur
du Roi
de l'arrondissement
de Bruxelles

Section **CRIMES**

PJ 205

Annexe :

Procès-verbal Aud: 0

N° 41.401

uite au P.V.n°

Police
Judiciaire
à Bruxelles

uite aux devoirs
prescrits par M. le
Juge d'Instruction
VANDERMEERSCH
Bureau :

Postille :

Dossier n° : 37/95

Charge de :
TEZIMANA Vincent
(19/09/61), **HIGANIRO**
phonse (*1949),
ANYABASHI Joseph et
JAYAMBAJE Elie
Le chef de : **assassinat**

La plainte de : divers

OBJET :

enseignements concernant
KELLER Frédéric.

K0077161

Indicateur n°

Transmis à Monsieur le juge d'instruction **VANDERMEERSCH**

Bruxelles, le 17 novembre 1995
Pr. le Commissaire en Chef aux D.J.

PRO JUSTITIA

L'an mil neuf cent nonante-cinq,
le quatorze du mois de novembre à 14.50 hrs

Nous, **Olivier BOGAERT,**

Inspecteur-Officier de Police Judiciaire près le parquet de Monsieur le Procureur du Roi de l'arrondissement de Bruxelles, exposons que la consultation des pièces de procédure du dossier 20.11.550/94 ne nous ont pas permis, à ce jour, de retrouver la résidence actuelle de **KELLER Frédéric.**

De même, il ne nous a pas été possible de retrouver le nom de son conseil.

DONT ACTE.

Arrondissement) Bruxelles
Tribunal
de première instance

Cabinet du juge d'instruction
Damien VANDERMEERSCH

Palais de Justice-Extension
rue des Quatre-Bras 13
1000 Bruxelles

TEL (02) 508.73.95
FAX (02) 508.71.61

TRANSMIS

A Monsieur le
Commissaire en chef de la police
judiciaire de Bruxelles
A l'intention de Madame
DESSEILLE

n° 33489
235.95
2617195

Dossier n° 57/95 N° notices

Concerne Dossier X (Casques bleus)
Article 62 bis C.I.C. (si nécessaire)

MEMO

Avec prière de poursuivre l'enquête concernant l'implication de BAGOSORA
Théoneste dans le cadre du dossier 20.11.550/94 (dossier Mandoux 206/94)
notamment en sollicitant l'autorisation du procureur du Roi (Mr VER ELST)
pour prendre connaissance et copie de ce dossier.

Avec mes remerciements d'avance et ma considération très distinguée.

Bruxelles, le 22 Mai 1995

Le juge d'instruction,


Damien Vandermeersch

POLICE JUDICIAIRE
près le
Parquet du Procureur
du Roi
de l'arrondissement
de Bruxelles

Section : CRIMES

PJ 205

Annexe : 9

Procès-verbal Aud:

N° 33.489

au P.V.n°
s)
de la Police
Judiciaire
de Bruxelles

Suite aux devoirs
prescrits par M. le
Juge d'instruction
VANDERMEERSCH
Bureau :

Postille :

Procès-verbal n° : 48/95

Charge de : X

du chef de : assassinat

sur plainte de : d'office

OBJET :

renseignements concernant
l'implication de BAGOSORA
Théoneste dans le dossier
2.11.550/94 de monsieur le
Procureur du Roi.

K0077163

Indicateur n°

Transmis à Monsieur le juge d'instruction VANDERMEERSCH

Bruxelles, le 16 juillet 1995
Pr. le Commissaire en Chef aux D. J.

PRO JUSTITIA

L'an mil neuf cent nonante-cinq,
le vingt-quatre du mois de juillet à 9:51 hrs

Nous, **Olivier BOGAERT**,

Inspecteur-Officier de Police Judiciaire près le parquet de Monsieur le Procureur du Roi de l'arrondissement de Bruxelles, exposons ci-dessous les éléments pouvant être retenus du dossier 20.110550/94 de Monsieur le Procureur du Roi et impliquant le nommé **BAGOSORA Théoneste**.

Nous reprenons la chronologie des événements telle que nous l'avions établie dans le cadre de ce dossier. Rappelons-le, impliquait quatre hommes d'affaires, ayant tenté d'acquiescer des armes au profit du gouvernement rwandais en exil.

-oOo-

- Le 06 avril 1994, à la suite de l'attentat contre le président HABYARIMANA et de la guerre civile qui s'en suit, la société **INTERPAYEMENT NEW-YORK**, en charge de l'émission des chèques de voyage VISA, demande à la **Banque Commerciale du Rwanda** de détruire le stock de chèques VISA en sa possession.

- A partir du 07 avril 1994, les banques de Kigali n'ont plus d'activités commerciales.

- Le 24 mai 1994, le gouvernement rwandais représenté par Théoneste **BAGOSORA**, signe à Kinshasa un contrat avec le nommé **AVZARADEL Giuseppe** pour la livraison de munitions (annexe 1). (Il faut rappeler que le RWANDA est frappé par un embargo sur les armes conformément à la résolution 918 du Conseil de Sécurité).

- le 25 mai 1994, ce même Théoneste **BAGOSORA** "achète" pour **1.597.820, - US\$** en chèques de voyage auprès de la banque Commerciale du Rwanda à Kigali. (annexe 2)

AZVARADEL reçoit les chèques de voyage le même jour, à **KINSHASA**, et remet **10.000, - US\$** à son associé dans l'affaire, le nommé **BROENS Eric**. Celui-ci a fourni des factures pro-forma de médicaments destinées à donner un caractère licite aux transactions.

- Le 26 mai 1994, Théoneste **BAGOSORA** établit une attestation précisant que les chèques de voyage remis à **AZVARADEL** doivent être utilisés pour l'achat de médicaments. (annexe 3).

- Le 29 mai 1994, **AZVARADEL**, son épouse, **BROENS** et un homme d'affaires d'origine sud-africaine **ISMAIL FAROUK** se rendent à Londres.

- le 31 mai 1994, les intéressés rencontrent, dans un hôtel de Londres, un prénommé **BRYAN** appartenant à une société sud-africaine baptisée **ASC**. C'est cette société qui doit livrer les munitions faisant l'objet du contrat **AZVARADEL**. Elle a été approchée par **BROENS Eric**.

Ce même jour, ils rencontrent Charles **ASHWELL** de Thomas Cook.

Contre récépissé, **AZVARADEL** remet à l'encaissement **928.300, - US\$** et conserve **401.500, - US\$** qui seront donnés en consigne à la banque **INDOSUEZ** à Bruxelles.

- Entre-temps, un homme d'affaire américain, le nommé **KELLER Frédéric** a signé, avec le gouvernement rwandais, un contrat identique à celui d'**AZVARADEL** (annexe 4). Daté du 30 mai 1995, le contrat porte la signature de Théoneste **BAGOSORA**.

KELLER, qui dans cette affaire est associé avec le Belge **CALLAERTS Didier**, se voit confronté à l'embargo ONU.

Il instruit de cette difficulté ses commanditaires et notamment l'ambassadeur du Rwanda à Kinshasa, le nommé **SENDEGERA Étienne**. Il est alors procédé à la rédaction d'un contrat de livraison d'armes au profit du gouvernement zaïrois représenté par le nommé **BOTELA BOMPESSE** (annexe 5).

Ce contrat est identique au contrat avec le gouvernement rwandais.

Pour "l'assistance" de l'État Zaïrois dans cette affaire, **KELLER** remettra **20.000,- US\$** au Général **BARAMOTO**, chef de la Garde Civile Zaïroise.

K0077165

- Ce 30 mai 1994, Théoneste **BAGOSORA** procède à Kigali, auprès de la Banque Commerciale du Rwanda à "l'achat" de chèques de voyage pour un montant de **1.596.205,- US\$**. (annexe 6).

Le même jour, il remet les chèques de voyage à **KELLER** à Kinshasa. Il remet également à **KELLER** une attestation précisant que les chèques de voyage doivent être utilisés pour l'achat de médicaments.(annexe 7).

- le 01/06/94, **KELLER** vient en Belgique. Il y est hébergé chez **CALLAERTS Didier**. Ce dernier a obtenu des prix et a établi les factures pro-forma concernant la livraison des munitions. (annexe 8) **CALLAERTS** a négocié des prix avec la société **BELGIAN BUSINESS TRADING** à 1490 COURTS-St-ETIENNE, représentée par le nommé **PLANARD Alain**.⁽¹⁾

- le 02/06/94, **KELLER** et **CALLAERTS** sont arrêtés à la BELGOLAISE,

- le 03/06/94, **AZVARADEL** et **BROENS** sont interpellés dans leur résidence respective.

-oOo-

Il est apparu au cours de l'enquête que les chèques de voyage avaient plus que vraisemblablement été emportés, avec d'autres titres bancaires, par les membres du pouvoir rwandais fuyant les combats dans Kigali. Disposant des bordereaux de virements ils ont établi des preuves de transactions.

Outre les manipulations évoquées ci-dessus, nous avons relevé à l'époque l'impossibilité matérielle pour **BAGOSORA** de se rendre à Kigali pour l'achat de chèques de voyages et d'en assurer la remise, le même jour, à Kinshasa, aux hommes d'affaire avec lesquels il passait contrat.

Dans une de ses auditions ⁽²⁾, **KELLER** devait reconnaître avoir, lors des négociations préalables à la signature du contrat, rencontré un noir rwandais, petit et trapu, qui lui avait dit avoir besoin de cinq jours pour se rendre au Rwanda afin de disposer des chèques.

Alors que **KELLER** évoquait l'impossibilité de se rendre à KIGALI, l'homme aurait précisé que la banque avait été réinstallée à **Gisenyi**.

-oOo-

Il convient de préciser que le 09 juin 1994, un ressortissant américain, le nommé **KALISA Alfred**, est arrêté à Johannesburg alors qu'il tente

¹ question n°8 audition de **CALLAERTS Didier** - PV 35060 - dd 10/06/94

² pv 35066, dd 15/06/94 - dossier 206/94 JI MANDOUX

K0077166

d'encaisser des chèques de voyage. Il est également en possession de chèques THOMAS COOK et une partie de l'argent qu'il devait obtenir contre ces titres de paiement devait être versé sur un compte non-identifié de la CENTRAL BANK aux Seychelles.

KALISA a reconnu qu'il s'agissait d'un montage financier destiné à l'achat d'armes pour le gouvernement rwandais.

Les chèques lui avait été remis par un français prénommé Jean-Jacques, non-identifié à ce jour, lequel les aurait reçus à Kinshasa.

A toutes fins, nous joignons, en annexe 9, la déclaration de KALISA Alfred.

-oOo-

En ce qui concerne la société belge ayant établi les facture pro-forma de livraison d'armes:

BBI (BELGIAN BUSINESS INTERNATIONAL) a été constituée le 16/12/83.

Il s'agit d'une SPRL au capital de 1.750.000,-BEF dont l'activité déclarée est agence de publicité. Son siège est établi rue Vergote, 18 à 1200 BRUXELLES.

PLANARD Alain est le gérant et il est associé au nommé **PEETERS Daniel**.

PLANARD est né à Brasschat le 13/03/57 et est inscrit rue du Ruchaux, 13 à Court-St-Etienne

PEETERS Daniel est né à Schaerbeek le 23/01/50 et est inscrit Hoekstraat, 22 à Overijse.

La vérification du numéro de téléphone figurant sur la facture pro-forma laisse cependant apparaître qu'il est attribué à PLANARD Alain, 13 rue du RUCHAUX à 1490 Court St-Etienne.

Poursuivant nos recherches, nous constatons que PLANARD Alain est également gérant de la société **BELGIAN TRADE AND SERVICES** ayant pour objet le commerce de détail d'appareil d'éclairage et d'équipements et sise à la même adresse que BBI.

Il est par ailleurs l'associé du nommé PEETERS Daniel dans la société **NEW INTERNATIONAL PROSPECTS**, sise rue Engeland, 499 à 1180 BRUXELLES ayant pour objet le commerce de gros de véhicules automobiles.

-oOo-

Sur base des éléments en notre possession, il paraît utile de procéder à une perquisition au siège de BBI et au domicile privé de PLANARD Alain, afin de déterminer l'existence de contacts antérieurs avec les autorités rwandaises.

K0077167

Nous laissons le soin à Monsieur le magistrat instructeur d'apprécier l'opportunité de perquisitions au siège des deux autres sociétés et au domicile privé de PEETERS Daniel.

DONT ACTE.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'J. Peeters', written over the text 'DONT ACTE.'.

K0077168

CONTRAT N° Z B 940096
.....

Entre

Le Gouvernement Rwandais, représenté par le Ministre
de la Défense, ci-après appelé "acheteur"

et

La Société Commerciale du Sud, représenté par Monsieur
Jo AVZARDEL, ci-après appelé "vendeur",

Il a été convenu d'acheter et de vendre
de commun accord selon les termes et les conditions stipulés
dans le présent contrat.

S O M M A I R E

- ARTICLE 1 : Liste des produits à livrer
ARTICLE 2 : Prix et conditions de paiement
ARTICLE 3 : Conditions de livraison
ARTICLE 4 : Qualité des produits
ARTICLE 5 : Arbitrage
ARTICLE 6 : Force majeure
ARTICLE 7 : Confidentialité
ARTICLE 8 : Fiabilité

ARTICLE 1 : Liste des produits à livrer

<u>Description</u>	<u>Quantité</u>	<u>Prix CIF KINSHASA</u>	<u>Montant</u>
Cartouches 5,56 R4	1.500.000	0,30	450.000
Grenades à mains M26	4.608	24,93	114.887
Grenades à fusil R4	2.304	73,30	168.888
Grenades à fusil FAL	2.304	73,30	168.888
Grenades 40 MGL	2.322	57,89	134.412
Bombes MOR 60 HE (RSA)	2.304	107,75	248.257
Bombes MOR 81 (RSA)	1.860	115,14	214.167

TOTAL:

1.499.499 US\$

ARTICLE 2 : Prix et conditions de paiement

Montant total du coût des produits à livrer : 1.499.499 US\$
(UN MILLION QUATRE CENTS QUATRE-VINGT DIX NEUF MILLE QUATRE
CENT DIX NEUF DOLLARS US), montant total incluant le transport,
l'assurance et les taxes.

..!..

Conditions de paiement :

L'acheteur paiera pour cette livraison un montant de 1.499.499 US \$ (UN MILLION QUATRE CENTS QUATRE-VINGT DIX NEUF MILLE QUATRE CENT DIX NEUF DOLLARS US) directement au vendeur qui lui signera un document d'accusé de réception. Un officier de l'acheteur sera mis à la disposition du vendeur pour suivre les opérations de chargement et d'expédition des produits. Les commandes ultérieures feront objet d'un contrat spécifique

ARTICLE 3 : Conditions de livraison

Le vendeur livrera les produits faisant l'objet du présent contrat dans les 10 jours suivant le paiement. La destination finale est l'aéroport de KINSHASA au Zaïre.

ARTICLE 4 : La qualité des produits

Le vendeur garantit que les produits faisant l'objet du présent contrat sont neufs et répondent aux normes techniques et spécifications standard du fabricant d'origine. Au cas où la qualité ne répondrait pas aux normes connues, le vendeur acceptera d'examiner les réclamations de l'acheteur et procédera au remplacement des produits dans un délai ne dépassant pas 3 mois à partir de la date de réception de la réclamation. Toutefois, le vendeur ne peut être responsable des dommages et/ou détériorations dus aux mauvaises conditions d'entreposage et/ou à la mauvaise utilisation des produits.

ARTICLE 5 : Arbitrage

Tout litige ou désaccord dans l'application du présent contrat sera réglé à l'amiable entre les deux parties. Au cas où l'arrangement à l'amiable ne serait pas possible, les tribunaux zaïrois seraient saisis par la partie lésée pour trancher.

ARTICLE 6 : FORCE MAJEURE

Le vendeur n'est pas responsable des retards dans la livraison causés par les cas de force majeure qui échappent à son contrôle (guerre, accident d'avion, etc ...).

K0077170

- 3 -

ARTICLE 1 : CONFIDENTIALITE

Les deux parties s'engagent à garder le secret du présent contrat et à ne pas en divulguer la teneur à une partie tierce.

ARTICLE 2 : VALIDITE

Le présent contrat, portant la signature des personnes autorisées des deux parties, est applicable le jour de sa signature.

Date de signature : le 24 mai 199

POUR LE GOUVERNEMENT RWANDAIS

BAGOSORA Théoneste

Colonel

Directeur de Cabinet au

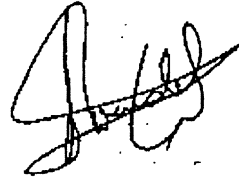
Ministère de La Défense

POUR LA SOCIETE

COMMERCIALE DU SUD

JO AVZARDEL

Administrateur





Sales Advice
Avis de Vente

Indicate Currency/Currency Le Devise	USD	Segl	DM	Sfr	FF	HFL	PTAS	BCU	Cadé	SA	Y
--------------------------------------	-----	------	----	-----	----	-----	------	-----	------	----	---

Selling Agent/Agent-Vendeur

Code: 11000

PROCEDE TRAVAIL
PROCEDE TRAVAIL
PROCEDE TRAVAIL
PROCEDE TRAVAIL

Name (Print)
Nom (en majuscules): **M. AGBORA THONNESTINE**
Address
Adresse: **D.P. 85 KAGALI**
KAGALI

Cheque Numbers/Numéros des chèques		Quantity/Quantité	Denom/Coopure	Amount/Montant
From/De	To/Jusqu'à			
10	20 656600	500	100	500.00
20	22 416400	300	500	150.00
30	36 370700	800	100	800.00
40	23 258900	50	100	50.00
50	18 057600	100	20	2.00

Important: Immediately upon receipt, you must sign each cheque in the space marked "Signature of holder" (at the bottom left hand side). We will only reimburse with cheques (at the top left hand side when you attach it and in the presence of the acceptor. No cash will be made if you have failed to observe these conditions.

Important: Dès réception, vous devez signer chaque chèque sur le signe "Signature of holder" (en bas et à gauche du chèque). Ne comptez pas sur le remboursement en espèces, et ne présentez pas le chèque qu'à la charge de l'accepteur. Aucun remboursement ne pourra être fait si vous n'avez pas observé ces conditions.

Total Sale/Vente Totale	1592.00
Fee/Commission	15.20
Total	1607.20
Rate/Cours	

Signature of Purchaser/Signature de l'Acheteur

Date of Sale/Date de Vente	8/5/94
Day/Jour	05/09/94
Month/Mois	
Year/Année	

Purchaser's Receipt/Reçu pour l'Acheteur
Keep this copy separate from your cheques. It MUST be presented for an Emergency Refund.
Gardez cette copie séparément de vos chèques. Vous DEVEZ la présenter pour obtenir un Remboursement d'Urgence.

KD077171

K0077172



AMBASSADE
DE LA
REPUBLIQUE RWANDAISE

N°

V/réf. N°

ANNEXE :

OBJET :

A T T E S T A T I O N

=====

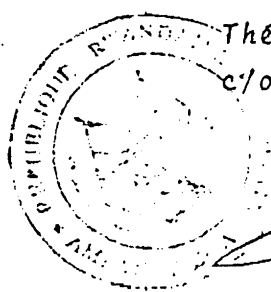
A Q U I D E D R O I T

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Je soussigné Théoneste BAGOSORA atteste par la présente avoir cédé à Monsieur Jo AVZARADEL le montant de 1.500.000 \$US (UN MILLION CINQ CENT MILLE DOLLARS US) en Travellers Cheques, en règlement d'une commande de médicaments destinés au Ministère de la Santé de la République Rwandaise (c/o Ambassade du Rwanda B.P. 987 KINSHASA 1).

Le paiement de la dite commande a été effectué par remise à Monsieur Jo AVZARADEL de Travellers Cheques de la Compagnie Thomas COOK émis le 25 mai 1994 à KIGALI par la BANQUE COMMERCIALE DU RWANDA (B.P. 354 KIGALI - RWANDA) en faveur du soussigné, sous le code NV82.

La présente attestation est établie pour faire valoir ce que de droit, en faveur de Monsieur Jo AVZARADEL porteur du bordereau émis par la BANQUE COMMERCIALE DU RWANDA et portant la signature du soussigné.



Théoneste BAGOSORA B.P. 85 KIGALI
c/o Ambassade du Rwanda à KINSHASA.-

K0077173

C O N T R A T N° 2 B 940097

ANN. 4

Entre

Le Gouvernement Rwandais, représenté par le Ministère de la Défense, ci-après appelé "acheteur"

et

la Société commerciale HIGH-GO DEVELOPMENT Ltd, représentée par Monsieur Fred R.KELLER, ci-après appelée "vendeur",

il a été convenu d'acheter et de vendre de commun accord selon les termes et les conditions stipulées dans le présent contrat.

S O M M A I R E

- ARTICLE 1 : Liste des produits à livrer
 ARTICLE 2 : Prix et conditions de paiement
 ARTICLE 3 : Conditions de livraison
 ARTICLE 4 : Qualité des produits
 ARTICLE 5 : ARBITRAGE
 ARTICLE 6 : FORCE majeure
 ARTICLE 7 : Confidentialité
 ARTICLE 8 : Fiabilité

ARTICLE 1 : LISTE DES PRODUITS A LIVRER

<u>Description</u>	<u>Quantité</u>	<u>Prix FOB</u>	<u>Montant</u>
		<u>Support européen</u>	
1- 75 mm HEI 56	2.000	PRECISER	
2- 90 mm HE (AML)	500	\$ US	284.500 \$ US
3- 105 mm HE	1.000	406 "	406.000 "
4- 105 mm SMK	100	508 "	50.800 "
5- 122 Mm Full Ch.	1.000	400 "	400.000 "
6- 122 mm Red. Ch.	600	366 "	219.600 "
7- Munitions 7,62mm NATO	1.000.000	380/1.000	380.000 "
8- Idem sur maillons	500.000	400/1.000	200.000 "
9- 12,7mm T54 Mi AA	100.000	1.523/1.000	152.300 "
10- Munitions 12,7x99mm.50	200.000		- A PRECISER -
11- 14,5 mm	50.000	1.625/1.000	81.250 \$ US
12- 82 mm T53	1.000	- A PRECISER -	
13- 82 mm M71	1.000	- A PRECISER -	
14- 120 mm LT	500	183 \$ US	91.500 \$ US
15- 120 mm RTF1	600	183 "	109.800 "
16- 40 mm Atk P7	500	- A PRECISER -	
17- 107 mm CAN	500	203 \$ US	101.500 \$ US
18- 107 mm HE	500	203 "	101.500 "
19- 68 mm HE Heli	500	- A PRECISER -	

PRIX TOTAL EN \$ US FOB AEROPORT D'EMBARQUEMENT = 2.578.750 \$ US
(DEUX MILLIONS CINQ CENT SOIXANTE-DIX-HUIT MILLE SEPT CENT
CINQUANTE US Dollars).-

ARTICLE 2 : PRIX ET CONDITIONS DE PAIEMENT

Montant partiel du coût des produits à livrer = 2.578.750 \$ US
(DEUX MILLIONS CINQ CENT SOIXANTE-DIX-HUIT MILLE SEPT CENT
CINQUANTE US DOLLARS), montant incluant le prix des produits, l'a
surance et les taxes dues à l'extérieur du Zaïre.

Le prix du transport sera déterminé en fonction des différentes
offres des compagnies aériennes et sera à charge de l'acheteur.

CONDITIONS DE PAIEMENT

L'acheteur paiera pour cette livraison un acompte de 1.867.000 \$
(UN MILLION HUIT CENT SOIXANTE SEPT MILLE US DOLLARS) directement
au vendeur qui lui signera un document d'accusé de réception. Le
solde sera réglé dans les quatre jours suivant la signature du
contrat. Un représentant de l'acheteur sera mis à la disposition
du vendeur pour la réception du chargement et la vérification des
quantités livrées. Le paiement des articles pour lesquels les prix
restent à préciser interviendra dès que ces prix seront convenus,
et le montant à payer fera l'objet d'un avenant au présent contra-

ARTICLE 3 : CONDITIONS DE LIVRAISON

Le vendeur livrera les produits faisant l'objet du présent contra-
dans les 10 à 15 jours suivant le paiement. La destination finale
est l'Aéroport de KINSHASA au Zaïre.

ARTICLE 4 : LA QUALITE DES PRODUITS

Le vendeur garantit que les produits faisant l'objet du présent
contrat sont neufs et répondent aux normes techniques et spécifici-
tations standard du fabricant d'origine.

Au cas où la qualité ne répondrait pas aux normes connues, le
vendeur acceptera d'examiner les réclamations de l'acheteur et
procédera au remplacement des produits dans un délai ne dépassant
3 mois à partir de la date de réception de la réclamation. Toutefois
le vendeur ne peut être tenu responsable des dommages et/ou détéri-
rations dus aux mauvaises conditions d'entreposage et/ou à la
mauvaise utilisation des produits.

ARTICLE 5 : ARBITRAGE

Tout litige ou désaccord dans l'application du présent contrat sera
réglé à l'amiable entre les deux parties. Au cas où l'arrangement
l'amiable ne serait pas possible, les tribunaux zaïrois seraient
saisis par la partie lésée pour trancher.

K0077175

ARTICLE 6 : FORCE MAJEURE

Le vendeur n'est pas responsable des retards éventuels dans la livraison causés par les cas de force majeure qui échappent à son contrôle (guerre, accident d'avion, etc...).

ARTICLE 7 : CONFIDENTIALITE

Les deux parties s'engagent à garder le secret du présent contrat et à ne pas en divulguer la teneur à une partie tierce.

ARTICLE 8 : VALIDITE

Le présent contrat, portant la signature des personnes autorisées des deux parties, est applicable le jour de sa signature.

DATE DE SIGNATURE : le 30 mai 1994

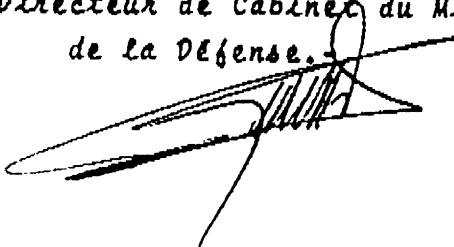
POUR LE GOUVERNEMENT RWANDAIS,

POUR "HIGH-GO DEVELOPMENT Lt

BAGOSORA Théoneste

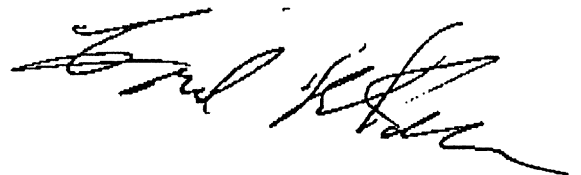
Colonel BEMS

Directeur de Cabinet du Ministère
de la Défense.



Fred R. KELLER

Président-Directeur Général



LE GOUVERNEMENT ZAÏROIS, REPRÉSENTÉ PAR LA GARDE CIVILE, CI-APRÈS
APPELÉ " ACHETEUR "

ET

K0077176

LA SOCIÉTÉ COMMERCIALE HIGH-GO DEVELOPMENT LTD, REPRÉSENTÉE PAR
MONSIEUR FRED R. KELLER, CI-APRÈS APPELÉE " VENDEUR ",

IL A ÉTÉ CONVENU D'ACHETER ET DE VENDRE DE COMMUN ACCORD SELON LES
TERMES ET LES CONDITIONS STIPULÉS DANS LE PRÉSENT CONTRAT.

SOMMAIRE

ARTICLE 1 : LISTE DES PRODUITS À LIVRER

ARTICLE 2 : PRIX ET CONDITIONS DE PAIEMENT

ARTICLE 3 : CONDITIONS DE LIVRAISON

ARTICLE 4 : QUALITÉ DES PRODUITS

ARTICLE 5 : ARBITRAGE

ARTICLE 6 : FORCE MAJEURE

ARTICLE 7 : CONFIDENTIALITÉ

ARTICLE 8 : FIABILITÉ

ARTICLE 1 : LISTE DES PRODUITS À LIVRER

N° D.	DÉSIGNATION	QUANTITÉ	PRIX FOB AÉROPORT EUROPÉEN	MONTANT EN \$ USA
01.	75 MM HEI 56	2.000	A PRÉCISER	
02.	90 MM HE (AML)	500	569	284.500
03.	105 MM HE	1.000	406	406.000
04.	105 MM SMK	100	508	50.800
05.	122 MM FULL CH.	1.000	400	400.000
06.	122 MM RED. CH.	600	365	219.600
07.	MUNITIONS 7,62 MM NATO	1.000.000	380/1.000	380.000
08.	IDEM SUR MAILLONS	500.000	400/1.000	200.000

.../-

09.	12,7 MM T54 M1 AA	100.000	1.523/1.000	152.300
10.	MUNITIONS 12,7x99 MM.50	200.000		A PRÉCISER
11.	14,5 MM	50.000	1.625/1.000	81.250
12.	82 MM T53	1.000	A PRÉCISER	A PRÉCISER
13.	82 MM MZ1	1.000	A PRÉCISER	A PRÉCISER
14.	120 MM LT	500	183	91.500
15.	120 MM RTF1	600	183	109.800
16.	40 MM ATK P7	500	A PRÉCISER	A PRÉCISER
17.	107 MM CAN	500	203	101.500
18.	107 MM HE	500	203	101.500
19.	68 MM HE HELI	500	A PRÉCISER	A PRÉCISER

PRIX TOTAL EN \$ USA FOB AÉROPORT D'EMBARQUEMENT = \$USA 2.578.750,00

(DOLLARS AMERICAINS DEUX MILLIONS CINQ CENT SOIXANTE-DIX-HUIT MILLE SEPT CENT CINQUANTE).-

ARTICLE 2 : PRIX ET CONDITIONS DE PAIEMENT

MONTANT PARTIEL DU COÛT DES PRODUITS À LIVRER = \$USA 2.578.750,00 (DOLLARS AMERICAINS DEUX MILLIONS CINQ CENT SOIXANTE-DIX-HUIT MILLE SEPT CENT CINQUANTE), MONTANT INCLUANT LE PRIX DES PRODUITS, L'ASSURANCE ET LES TAXES DUES À L'EXTÉRIEUR DU ZAÏRE.

LE PRIX DU TRANSPORT SERA DÉTERMINÉ EN FONCTION DES DIFFÉRENTES OFFRES DES COMPAGNIES AÉRIENNES ET SERA À CHARGE DE L'ACHETEUR.

CONDITIONS DE PAIEMENT

L'ACHETEUR PAIERA POUR CETTE LIVRAISON UN ACOMPTE DE \$USA 1.867.000,00 (DOLLARS AMERICAINS UN MILLION HUIT CENT SOIXANTE-SEPT MILLE) DIRECTEMENT AU VENDEUR QUI LUI SIGNERA UN DOCUMENT D'ACCUSÉ DE RÉCEPTION. LE SOLDE SERA RÉGLÉ DANS LES QUATRE JOURS SUIVANT LA SIGNATURE DU CONTRAT. UN REPRÉSENTANT DE L'ACHETEUR SERA MIS À LA DISPOSITION DU VENDEUR POUR LA RÉCEPTION DU CHARGEMENT ET LA VÉRIFICATION DES QUANTITÉS LIVRÉES. LE PAIEMENT DES ARTICLES POUR LESQUELS LES PRIX RESTENT À PRÉCISER INTERVIENDRA DÈS QUE CES PRIX SERONT CONVENUS, ET LE MONTANT À PAYER FERA L'OBJET D'UN AVENANT AU PRÉSENT CONTRAT.

K0077178

ARTICLE 4 : LA QUALITE DES PRODUITS

K0077179

LE VENDEUR GARANTIT QUE LES PRODUITS FAISANT L'OBJET DU PRESENT CONTRAT SONT NEUFS ET REPONDENT AUX NORMES TECHNIQUES ET SPECIFICATIONS STANDARD DU FABRICANT D'ORIGINE.

AU CAS OU LA QUALITE NE REPONDRAIT PAS AUX NORMES CONNUES, LE VENDEUR ACCEPTERA D'EXAMINER LES RECLAMATIONS DE L'ACHETEUR ET PROCEDERA AU REMPLACEMENT DES PRODUITS DANS UN DELAI NE DEPASSANT PAS TROIS MOIS A PARTIR DE LA DATE DE RECEPTION DE LA RECLAMATION. TOUTEFOIS, LE VENDEUR NE PEUT ETRE TENU RESPONSABLE DES DOMMAGES ET/OU DETERIORATIONS DUS AUX MAUVAISES CONDITIONS D'ENREPOSAGE ET/OU A LA MAUVAISE UTILISATION DES PRODUITS.

ARTICLE 5 : ARBITRAGE

TOUT LITIGE OU DESACCORD DANS L'APPLICATION DU PRESENT CONTRAT SERA REGLE A L'AMIABLE ENTRE LES DEUX PARTIES. AU CAS OU L'ARRANGEMENT A L'AMIABLE NE SERAIT PAS POSSIBLE, LES TRIBUNAUX ZAÏROIS SERAIENT SAISIS PAR LA PARTIE LESÉE POUR TRANCHER.

ARTICLE 6 : FORCE MAJEURE

LE VENDEUR N'EST PAS RESPONSABLE DES RETARDS EVENTUELS DANS LA LIVRAISON CAUSES PAR LES CAS DE FORCE MAJEURE QUI ECHAPPENT A SON CONTRÔLE (GUERRE, ACCIDENT D'AVION, ETC....)

ARTICLE 7 : CONFIDENTIALITE

LES DEUX PARTIES S'ENGAGENT A GARDER LE SECRET DU PRESENT CONTRAT ET A NE PAS EN DIVULGUER LA TENEUR A UNE PARTIE TIERCE.

../-

- 4 -

ARTICLE 8 : VALIDITE

LE PRESENT CONTRAT, PORTANT LA SIGNATURE DES PERSONNES AUTORISEES DES DEUX PARTIES, EST APPLICABLE LE JOUR DE SA SIGNATURE.-

LE VENDEUR N'EST PAS RESPONSABLE DES RETARDS EVENTUELS DANS LA LIVRAISON CAUSES PAR LES CAS DE FORCE MAJEURE QUI ECHAPPENT A SON CONTRÔLE (GUERRE, ACCIDENT D'AVION, ETC...).

ARTICLE 7 : CONFIDENTIALITE

K0077180

LES DEUX PARTIES S'ENGAGENT A GARDER LE SECRET DU PRESENT CONTRAT ET A NE PAS EN DIVULGUER LA TENEUR A UNE PARTIE TIERCE.

../-

- 4 -

ARTICLE 8 : VALIDITE

LE PRESENT CONTRAT, PORTANT LA SIGNATURE DES PERSONNES AUTORISEES DES DEUX PARTIES, EST APPLICABLE LE JOUR DE SA SIGNATURE.-

DATE DE SIGNATURE : LE 30 MAI 1994.-

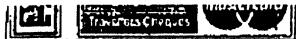
POUR LE GOUVERNEMENT ZAÏROIS,

POUR "HIGH-GO DEVELOPMENT L"

Z. Kamboko
BOTELA BOMPESSE
COLONEL
DIRECTEUR DES OPERATIONS
AU COMMANDEMENT GENERAL

FRED R. KELLER
PRESIDENT-DIRECTEUR GENERAL

[Signature]



Avis de Vente

Selling Agent/Agent-Vendeur
 Code
 BANQUE COMMERCIALE DU RWANDA
 BOULEVARD DE LA REVOLUTION
 BOX 354
 KIGALI
 RWANDA

Name (print)
 Name (in majuscules)
 Address
 107 ST KIGALI
 RWANDA

Préfix	Form/Qté	Chèque N°	Montant	Qté	Devise	Montant
TD	20	63925	199	26	100	26000
RD	8	681663	69	1		
W	2	1420	299	327	500	165500
PE	31	057	299	520	100	52000
WE	19	325	100	699	500	349500

Important: Immediately upon receipt, you must sign each cheque in the space marked "Signature of holder" (at the bottom left hand side). You will only receive each cheque if the copy left hand side when you receive it and in the presence of the supplier. No refund will be made if you have failed to observe these conditions.

Important: Dès réception, vous devez signer chaque chèque sur la ligne "Signature" (à gauche du chèque). Ne recevrez chaque chèque que si vous le gardez et le présentez de la manière qui a la charge de l'accepter, dans votre pays de destination et vous n'obtiendrez pas de remboursement.

Total Sale
 Vente Totale: 226500

Signature of Purchaser/Signature de l'Acheteur

Date of Sale/Date de Vente
 30/05/94

Purchaser's Receipt/Reçu pour l'Acheteur
 Keep this copy separate from your cheques. It MUST be presented for an Emergency Refund.
 Garder cette copie séparément de vos chèques. Vous devez la présenter pour obtenir un Remboursement d'Urgence.

Fee/Commission: 3265
 Total
 Rate/Cours

CONTRAT D'ACHAT
 Endue par: **BCR 81869**
 BANQUE COMMERCIALE DU RWANDA
 BOULEVARD DE LA REVOLUTION
 BOX 354
 KIGALI
 RWANDA

NUMEROS DES CHEQUES DE VOYAGE				Qté	US S	Montant
DE		A				
107	20	63925	723704	100	19900	
107	20	63925	723704	500	165500	
150	20	000	640561	100	100000	

Signature of the purchaser

Nom de l'acheteur: **THECNESIE**
 Adresse: **107 ST KIGALI**

Emission: **INTERPAYMENT**

Montant total de l'interpayment: **157500**
 Cours: **1575**
 Commission
 Total reçu de l'acheteur: **157500**

rite 3 Copie de l'acheteur

* IMPORTANT: L'acheteur doit conserver séparément les feuillets 3 et 3e des chèques de voyage

VEULEZ SUIVRE LA METHODE DE VERSEMENT INDIQUEE DANS VOTRE GUIDE DE PROCEDURES

Date de la vente: **30/05/94**

Chèques de voyage interpayment (val en dollars américains) - 1994

K0077181



AMBASSADE
DE LA
REPUBLIQUE RWANDAISE

Kinshasa, le 30 MAI 1994

K0077182

N° ANN. 7

ATTESTATION

V/Réf. N°

ANNEXE :

OBJET :

A Q U I D R D R O I T

Je soussigné Théoneste BAGOSORA atteste par la présence avoir cédé à Monsieur Fred KELLER le montant de 1.867.000 US (UN MILLION HUIT CENT SOIXANTE SEPT MILLE DOLLARS US) e Travellers Cheques , en règlement d'une commande de produits pharmaceutiques et alimentaires destinés au Ministère de la Santé de la République Rwandaise (c/o Ambassade du Rwanda B.P. 967 KINSHASA 1).

Le paiement de ladite commande a été effectué par remise à Monsieur Fred KELLER de Travellers Cheques de la Compagnie MASTER CARD-THOMAS COOK et VISA émis le 30 mai 1994 à KIGALI par la BANQUE COMMERCIALE DU RWANDA (B.P. 354 KIGALI - RWANDA) en faveur du soussigné, sous le code NV 8 et 81869 respectivement.

La présente attestation est établie pour faire valoir ce que de droit, en faveur de Monsieur Fred KELLER porteur du bordereau émis par la BANQUE COMMERCIALE DU RWANDA et portant la signature du soussigné.

Théoneste BAGOSORA
B.P. 85 KIGALI
c/o AMBASSADE DU RWANDA
B.P. 967 KINSHASA

From:

Belgian Business International

Phone : 32/10/45.50.60

Telex : 69200 bblint -B

Fax : 32/10/45.50.20

K0077183

ANN 8

To:

Ministère de la Défense Nationale
A l'atn de

Fax nr. :

To Atn of :

2 (deux)

Total number of pages :
(Including this one)

Le 30 Mai 1994

N/Réf: FFF94137
V/Réf.: Appel téléph.

FACTURE PRO-FORMA N°24137L

Monsieur,

Faisant suite aux différents entretiens avec votre interlocuteur à Kinshasa, veuillez trouver ci-dessous notre Facture Pro-forma pour le matériel suivant:

Dénomination =====	Qtité =====	Prix unit. en US Dollars =====	Prix total =====
01) 75 mm HEI S6	2.000	91	182.000,-
02) 90 mm HE (AML)	500	364	182.000,-
03) 105mm HE	1.000	260	260.000,-
04) 105mm SMK	100	325	32.500,-
05) 122mm Full Ch.	600	260	156.000,-
05) 122mm Red. CH.	1.000	234	234.000,-
07) Munitions 7.62mm Nato	1.000.000	243/1.	243.000,-
08) idem sur maillons	500.000	256/1.000	128.000,-
09) 12.7mm T54 Mi AA	100.000	975/1.000	97.500,-
10) Munitions 12,7x99mm .50	200.000	2.015/1.000	403.000,-
11) 14.5 mm	50.000	1.040/1.000	52.000,-
12) 82mm T52	1.000	65	65.000,-
13) 82mm M71	1.000	69	69.000,-
14) 120mm LT	500	117	58.500,-
15) 120mm RTF1	600	117	70.200,-
16) 40mm Atk P7	500	104	52.000,-
17) 107mm CAN	500	130	65.000,-
18) 107mm HE	500	130	65.000,-
19) 60mm HE Hélic	500	--	a communiquer

Prix total (en US\$) FOB Aéroports d'embarquement: 2.410.700,-
Arrêté à la somme de Deux millions quatre cent dix mille sept cent US Dollars, sans commission incluse.

Validité de l'offre: 15 jours.

K0077184

Délai de livraison: 10-15 jours Rendu Zaire après l'obtention des End User Certificate, de la régularisation financière et sauf vente. TOUTEFOIS, nous mettrons tout en oeuvre pour faire partir un premier avion après 1 semaine.

Ces délais tiennent compte de l'obtention des licences d'exportation, du regroupement des marchandises en 2 endroits afin de RENTABILISER le transport (petites quantités et origines diverses) et utiliser un minimum d'avions.

NOUS PENSONS QUE TOUS DELAIS PLUS COURT EST UTOPIQUE ET NE TIENT PAS COMPTE DE L'ENSEMBLE DES POSTES ou fait preuve d'un budget transport ILLIMITÉ.

PRIX TRANSPORT Aérien:

- Matériel Ouest: 240.000,-US Dollars par avion.
- Matériel EST: 200.000,-US Dollars par avion.

Nous vous communiquerons l'estimation du nombre d'avions nécessaires cet après-midi.

Payement: par prépayement sur notre compte bancaire.

Les commandes partielles ne seront acceptées que sous réserve d'acceptation par nos services.

Coordonnées de Banque: A communiquer.

Dans l'espoir de vous servir au mieux de vos intérêts, veuillez agréer, Monsieur, nos très respectueuses salutations.

Pour E.B.international,

Bureau de liaison:
Phone: 32.10.45.50.60
Fax: 32.10.45.50.20
Telex: 59200

Belgian Business International
Dept Défense / Sécurité
Tel 32/10/45.50.60 - Fax 32/10/45.50.20
Télex 59200 bbint-B

Full Name: ALFRED GAKUBA KALISA
Residential Address: 3 EDWARD RUBENSTEIN, SANDTON
Business Address: KWNZA TRADING AND FINANCING CC,
703 CARLTON CENTRE, JOHANNESBURG
Telephone Number: 783 - 9547 (HOME)
331 - 2047 (BUSINESS)
Passport Number: UNITED STATES PASSPORT ISSUED NEW YORK,
NUMBER 110322863

ANN 9

K0077185

Make Oath and state the following:

I am ALFRED GAKUBA KALISA my company is KWNZA TRADING AND FINANCING CC at the offices in 703 CARLTON CENTRE, JOHANNESBURG.

SUBJECT: THOMAS COOK MASTERCARD AND VISA TRAVELLERS CHEQUES
TOTALLING USD 597 850 CONFISCATED BY SOUTH AFRICAN POLICE

A Mr Camille, who works for the Ministry of Defence for Zaire, in the Presidents Office, i.e., Sesako Mobutu he travels on a diplomatic passport. A Jean Jacques works for Camille.

Four weeks ago I received a phone call from Camille asking whether I can help with a contact at Armscor, I told him that I was not in that type of business, but a very good friend namely Commodore Ehlers who is in the armament business.

I subsequently arranged a meeting between Camille and Commodore Ehlers in Johannesburg, present at the meeting was myself and Jean Jacques. It is at that meeting that Commodore Ehlers told them that Zaire is prohibited from buying arms from Armscor. However, they could buy from stocks available in the Seychelles, which belong to the government of the Seychelles.

At that meeting it was agreed that:

1. The arms were for the Republic of Zaire.
2. That the Zairian party Camille will produce end user certificate duly signed by the Ministry of Defence for Zaire before the government of the Seychelles release the goods (arms).
3. For the arms to be released Mr Camille should hand over the agreed amount in cash or travellers cheques, obviously not stolen or fake to myself, who will then inform Commodore Ehlers who by this time will be in the Seychelles, that the money has been lodged in my non-resident account at First National Bank, Carlton Centre Branch, Johannesburg, and that Commodore Ehlers will then advise me where to transfer funds.
4. Subsequently there was a meeting on the Saturday, 28 May 1994, between Camille, Jean Jacques, Commodore Ehlers and a man who was referred to as Vice Minister of Defence for the Republic of Zaire. The meeting took place at an estate in Sandhurst, Johannesburg owned by Camilles brother. I was not at this meeting, the reason being Camille said was because I would only act as financial advisor to Commodore Ehlers and since I had no military background they were going to discuss the security and safety of the transactions.

+27 11 407 PAGE 002
TOTAL P.03

Received From : 32 2 6467877

When I got to the room "the so-called Minister" name unknown but answered the phone and introduced himself as Joseph. The Minister and Jean Jacques were counting the travellers cheques at this stage because of shortage of time they counted for me an amount of USD 596 960.

KOG77186

We only receipted the serial numbers given to me as evidence, for instance I received two sealed packages each containing USD 125 000 (Visa cheques) total USD 250 000. Then at about 10 am I proceeded to the Carlton Centre at my office I put USD 300 000 into my briefcase and secured the remainder in my safe. I then went downstairs to my bank First National, Foreign Exchange Department, where I called one of the managers Mr Bertie Burger, who is known to me and who knew about my Tuesday enquiry about these travellers cheques.

We went into cubicle one for the counting of the travellers cheques and also told him that I must transfer out of this amount USD 180 000 to the account of Central Bank of the Seychelles at the Federal Reserve Bank of New York, to this effect I filled out and signed a transfer form, because of the quantities involved and the 15:00 hrs the bank deadline for value of a transaction I was only able to sign for USD 200 000 sufficient to enable the bank to effect the transfer the following day for the credit of Central Bank of the Seychelles an essential condition for the government of the Seychelles to release the arms.

Due to the fact that I had still USD 100 000 in my briefcase I went upstairs to my office to obtain the key to the safety deposit that I maintain at the branch of FNB, so that I could secure the balance of the travellers cheques until the return of Commodore Ehlers on Saturday, 11 June 1994, who also agreed for security purposes to store the travellers cheques or part thereof at his home in Pretoria since he has a strongroom there.

When I got back to the bank from my office Mr Bertie Burger took me to the office of Mr P van Niekerk, Manager, Resources. It was at this time that I was introduced to Sgt Dennis Brunette of the SAP Commercial Branch, who informed me that the travellers cheques that I had in my possession were stolen. I was taken to John Vorster Square for further interrogation, during which I volunteered the fact to Major Kruger that I had more travellers cheques at my office and that I would like to hand them over. We went to my office and collected the remaining cheques.

Last night Thursday, 9 June 1994, I received a phone call from Jean Jacques who is now in Kinshasa who told me that he would be coming very shortly to prove that the travellers cheques are indeed legitimate and are the ownership of the government of Zaire. I also called Camille in the Seychelles to ask him why he has put the Commodore and myself in this most embarrassing situation. Camille indicated that he will be returning on Saturday, 11 June 1994, with the Commodore and he expects during the course of the week a high-powered delegation from the Ministry of Defence of Zaire and the Central Bank of Zaire in addition personnel from the Interim-government of Rwanda and would show/ prove that these cheques are indeed legitimate that is that they belonged to the Rwandese Government and were purchased by the Republic of Zaire.

I know and understand the contents of this statement. I have no objection to taking the prescribed oath. I consider the prescribed oath to be binding on my conscience.

Signed: _____

At: _____

Received From : 32 2 6467877

During that meeting Commodore Ehlers told me that the following was confirmed:

K0077187

- A. The buyer was the Republic of Zaire.
- B. That they will produce an end users certificate indicating arms for Zaire.
- C. Commodore Ehlers confirmed to them that he would source the arms from the Seychelles for the first consignment and the rest would be sourced from the Peoples Republic of China.
- D. The Zairian party Camille, Vice Minister of Defence and Jean Jacques confirmed that the funds were available and the flow of cash would be as outlined in 3. above.
- E. It was also agreed that on the following Saturday, 4 June 1994, that Commodore Ehlers with a team composed of either Camille or Jean Jacques plus a Senior Military Officer from the Ministry of Defence of Zaire would go to the Seychelles.
- F. The money should come to South Africa prior to their departure for the Seychelles for verification by myself and Commodore Ehlers.

Due to the fact that I had a board meeting in Lisbon I left Johannesburg for Lisbon on 30 May 1994 with the understanding that I would be back on Saturday early morning 4 June 1994, prior to their departure to the Seychelles.

Also, I was in telephone contact with both Camille and Commodore Ehlers and on Friday 3 June said that money was available, I flew back Friday night to Johannesburg at 8 O'clock that morning proceeded to my office made contact with Camille and Commodore Ehlers who confirmed that:

- A. They were leaving that afternoon for the Seychelles together with a certain Lt Col from Zaire/Rwanda.
- B. That Jean Jacques, Camille's assistant would remain behind in Johannesburg and would deliver the money which was confirmed to be travellers cheques to me.
- C. On Monday or Tuesday (6/7 June) when Camille and Lt Col were satisfied of the quality of the goods/arms.
- D. Once I had received funds from Jean Jacques and verified through his bank that funds were good I would inform Commodore Ehlers who in turn would advise the Ministry of Defence of the Seychelles (the ultimate seller) to allow an aircraft chartered by Zairian party to come to the Seychelles for loading of the arms.

Indeed I contacted Jean Jacques on Monday 6 June 1994 requesting him to hand me the list of travellers cheques for verification at my bank. On 7 June 1994 Jean Jacques and myself met at The Standard Bank, Sandton at 10 am. Jean Jacques has a non-resident account he showed me a hand-written page containing a list of travellers cheque numbers. He indicated to me that they were verified and proved to be good by the bank, i.e. not stolen or fake. However, I insisted that we go to my bank First National Bank, Carlton Centre, to show the list for verification again, my bank certified that the cheques were good. On that basis I confirmed with Commodore Ehlers in the Seychelles that the travellers cheques were fine.

At this stage Commodore Ehlers gave me the transfer details for the Central Bank of Seychelles and instructed me that upon receipt of the travellers cheques I must transfer USD 180 000 (one hundred and eighty thousand) to that account. Also, that I should make sure that I receive the agreed contractual amount of USD 596 960.

On Thursday, 9 June 1994, I met Jean Jacques at 8 am at Camille's girlfriend's flat in Yeoville, we then proceeded to the Holiday Inn Garden Court in Sandton. Jean Jacques asked me to wait in the lobby while Jean Jacques goes to see the Minister, 20 minutes or so later about 9:30 am Jean Jacques called me to go up stairs to room 226. At this stage there was a scheduled flight to Kinshasa at 11:20 on Air Afrique via Brazzaville.

K0077188

CARTON 16

9 Farde

Copies provenant du dossier 2011550/94

10 "

Documents transmis par les veuves des Messieur
GAFARANGA Théoneste, NGULINZIRA Boniface,
KAVARUGANDA Joseph

K0077189

10

Document transmis par le

veuve de M M

PAFARANGA Thérèse
NGULINZI RA Bonifac
KAVARUGANDA Joseph

Pseudonym:

BELGGVT-02

Witness Code: BELGGVT

BELGIUM Government

Procès Verbal "Pro Justicia" de Olivier Bogaert du 24 juillet 1995, à propos d'achat d'armes par BAGOSORA, et 9 annexes.

DOCUMENT INFORMATION	
Doc Type	Procès-Verbal
Doc Sources	Bel.Instructi
Doc Location	ICTR-LO
Doc Original No.	
Doc Date	24-Jul-95
Format	Typewritten
Original language	French
Translation	English
ERN Translations	K026 0815-25/26-44

For Witness Statement:	
Signature Date	
Interviewer 1	Bogaert
Interviewer 2	Olivier

DOCUMENT CODING	
Document code	BELGGVT-02
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Disclosure Code	BELGGVT-02
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Past Disclosure---Past Disclosure---Past Disclosure---Past Disclosure			
IN	Code Used	Date	Support
Bagosora	BOGAOLI-01	12-Oct-98	Yes
Kabiligi	BELGGVT-02	25-Feb-00	No
Nsengiyumva	BELGGVT-02	25-Feb-00	No
Ntabakuze	BELGGVT-02	25-Feb-00	No

Indicator No

CRIMINAL POLICE DEPARTMENT

Crown Prosecutor's Office

District of Brussels

Crimes Section

PJ 205

Annex

Transcript of hearings: a

No. 41.401

Following Transcript No

Of the Brussels Criminal Police
Department

Following the request of

Investigating Judge**Vandermeersch**

Office

Apostil

Record No.: 37/95

In the matter ofVincent Ntezimana (10/09/61),
Alphonse Higaniro (1949), Joseph
Kanyabashi and Elie Ndayambaje**Count:** Assassination**Complainant:** Diverse**Subject** Intelligence concerning
Frédériq Keller

Forwarded to Investigating Judge Vandermeersch

Brussels, 17 November 1995

[Signed] For the Commissioner in Chief, DJ

PRO JUSTITIAIn the year one thousand nine hundred and ninety-five, on the
fourteenth of November at 2.50 p.m.I, **Olivier Bogaert,**Inspector of Police, Criminal Police Department in the Crown
Prosecutor's Office, District of Brussels, hereby state that the
examination of the procedural documents of Record No.
20.11 550/94 has to date not enabled us to find the present
residence of Frédéric Keller.Similarly, it has not been possible for us to find the name of
his counsel.**DULY RECORDED**

[Signed]

District of Brussels Trial Court Office of the Investigating Judge Damien Vandermeersch Palais de Justice-Extension Rue des Quatre-Bras 13 1000 Brussels Tel. (02) 508.78 95 Fax (02) 508.71.61	FORWARDED TO: The Commissioner in Chief, Criminal Police Department, Brussels Attention: Ms. Deseille
Record No. 57/95	Notice No. 33489 / 23.5 95 / 26.7.95
Subject: Record X (Peacekeepers) Article 62 bis C.I.C. (where necessary)	
MEMO Kindly pursue the investigation concerning the implication of Théoneste Bagosora within the purview of Record No. 20.11.550/94 (Mandoux 206/94 Record), chiefly by requesting leave of the Crown Prosecutor (Mr. Ver Elst) to consult and obtain a copy of this record Thank you in advance, and please accept my highest esteem. Brussels, 22 May 1995 [Signed] Damien Vandermeersch Investigating Judge	

Indicator No.

CRIMINAL POLICE DEPARTMENT

Crown Prosecutor's Office

District of Brussels

Crimes Section

PJ 205

Annex 9

Transcript of Hearings.

No. 33.489

Following Transcript No.

Of the Criminal Police Department,
Brussels

Following a request by Investigating

Judge Vandermeersch

Office

Apostil:

Record No. 48/95

In the matter of X

Count. assassination

Complainant *ex officio***SUBJECT:**Intelligence concerning the
implication of **Théoneste Bagosora** in
the matter of Record No. 20.11 550/94
of the Crown Prosecutor

Forwarded to Investigating Judge Vandermeersch

Brussels, 26 July 1995

[Signed] For the Commissioner in Chief, D.J.

PRO JUSTITIAIn the year one thousand nine hundred and ninety-five, on
the twenty-fourth of July at 9.51 a mI, **Olivier Bogaert,**Inspector of Police, Criminal Police Department in the
Office of the Crown Prosecutor, District of Brussels, set
forth below the details culled from Crown Prosecutor's
Record No 20.110550/94 that implicate the said
Théoneste Bagosora.We go over the chronology of events as established from
the record in question, which, it should be recalled,
implicate four businessmen who attempted to purchase
arms for the Rwandan government in exile

-oOo-

- On 6 April 1994, following the attack on President Habyarimana and the ensuing civil war, the company known as **INTERPAYEMENT NEW YORK**, which was in charge of issuing VISA travellers cheques, requested the *Banque Commerciale du Rwanda* to destroy the entire stock of VISA cheques in its possession.
- Starting from 7 April 1994, banks in Kigali ceased carrying out any commercial activities.
- On 24 May 1994, the government of Rwanda, represented by **Théoneste Bagosora**, signed a contract in Kinshasa with one **Guiseppe Avzaradel** for the supply of munitions (Annex 1). (It should be recalled that Rwanda was under an arms embargo in accordance with Security Council Resolution 918)
- On 25 May 1994, the very **Théoneste Bagosora** "purchased" USD 1,597,820 in travellers cheques from the *Banque Commerciale du Rwanda* in **Kigali** (Annex 2).
Avzaradel received the travellers cheques on the same day in Kinshasa, and gave USD 10,000 to his partner in the deal, one **Eric Broens**, who issued pro-forma invoices for drugs, to give the transactions the semblance of legality.
- On 26 May 1994, **Théoneste Bagosora** issued a certificate stating that the travellers cheques given to **Azvaradel** should be used for the purchase of drugs (Annex 3).
- On 29 May 1994, **Azvaradel**, his spouse, **Broens**, and a South African businessman, **Ismail Farouk**, travelled to London.
- On 31 May 1994, these persons met someone in a London hotel whose first name was **Bryan**, belonging to a South African company called **ASC**. It is this company that was supposed to supply the munitions contracted with **Azvaradel**. It was approached by **Eric Broens**.
On the same day, they met **Charles Ashwell** of **Thomas Cook**.
Azvaradel handed over for cashing, against receipt, the sum of USD 928,300, and kept back USD 401,500, which was deposited in the *Banque Indosuez* in Brussels
- In the meantime, an American businessman, **Frédériq Keller**, signed with the Rwandan government a contract identical to the **Azvaradel** contract (Annex 4). It was dated 30 May 1995 and bore the signature of **Théoneste Bagosora**.
Keller, who was partners with the Belgian, **Didier Callaerts** in this deal, was confronted with the UN embargo.
He informed his clients about this difficulty, in particular the Rwandan Ambassador in Kinshasa, **Etienne Sengegera**. A contract was then drafted for the supply of arms to the government of Zaire, represented by **Botefa Bompesse** (Annex 5).
This contract was identical to the contract with the Rwandan government.
For the "assistance" of the State of Zaire in this affair, **Keller** paid USD 20,000 to **General Baramoto**, chief of the Zairean civil guard.

- On the very 30 May 1994, **Théoneste Bagosora** made a "purchase" from the *Banque Commerciale du Rwanda* of travellers cheques amounting to USD 1,596,205 (Annex 6).
The same day, he gave the travellers cheques to **Keller** in Kinshasa. He also gave a certificate to **Keller** stating that the travellers cheques should be used for purchasing drugs (Annex 7).
On 1 June 1994, **Keller** came to Belgium. There he was lodged by **Didier Callaerts**, who obtained the prices, drew up pro-forma invoices concerning the supply of munitions (Annex 8), and negotiated prices with the **Belgian Business Trading** firm of 1490 Courts-St-Etienne, represented by one **Alain Planard**.¹
- On 2 June 1994, **Keller** and **Callaerts** were arrested at the Belgolaise.
- On 3 June 1994, **Azvaradel** and **Broens** were interrogated in their respective homes.

-oOo-

It appeared in the course of the investigation that the travellers cheques were very likely taken away, along with other bank securities, by members of the regime in Rwanda as they fled the fighting in Kigali. Since they possessed sales lists, they established proof of the transactions.

Besides the manipulations listed above, we established that at that time, it was materially impossible for **Bagosora** to travel to Kigali to purchase travellers cheques and to hand them over on the same day in Kinshasa to the businessmen with whom he signed contracts.

During one of his hearings,² **Keller** acknowledged that during the negotiations preceding the signing of the contract, he had met a smallish, stocky black man from Rwanda who had told him that he needed five days to go to Rwanda in order to obtain cheques.

Whereas **Keller** raised the issue that it was impossible to go to Kigali, the man reportedly said that the bank had been relocated to **Gisenyi**.

-oOo-

It should be mentioned that on 9 June 1994, an American national by name **Alfred Kalisa**, was arrested in Johannesburg as he attempted to cash travellers cheques. He was also in possession of **Thomas Cook** cheques, and part of the money he was going to obtain from these payment orders had to be deposited in an unidentified account in the **Central Bank** in the Seychelles.

Kalisa acknowledged that this was a financial set-up for the purpose of buying arms for the Rwandan government.

The cheques had been given him by a French man named **Jean-Jacques**, who remains unidentified to date, and who allegedly received them in Kinshasa.

¹ Question 8, hearing of **Didier Callaerts**, Transcript 35060 of 10 June 1994

² Transcript 35066 of 15 June 1994, *Ji Mandoux* Record 206 94

Alfred Kalisa's statement is attached herewith as Annex 9, for whatever it may be worth

-oOo-

With regard to the Belgian firm which established the pro-forma invoices for the delivery of arms:

BBI (Belgian Business International) was formed on 16 December 1983.

BBI is a limited liability company (SPRL) with a capital of 1,750,000 Belgian francs. It is declared as an advertising agency. Its head office is established at Rue Vergote, 18, 1200 Brussels.

Alain Planard is the manager, and his partner is one **Daniel Peeters**.

Planard was born in Brasschat on 13 March 1957, and is registered at Rue du Ruchaux, 13, Court-St-Etienne.

Daniel Peeters was born in Schaerbeek on 23 January 1950, and is registered at Hoekstraat, 22, Overijse.

Verification of the telephone number on the pro-forma invoice shows, however, that the number is allocated to Alain Planard, 13 rue du Ruchaux, 1490 Court-St-Etienne.

On further investigation, we discovered that Alain Planard was also manager of the firm known as **Belgian Trade and Services**, which has as its object the retail of lighting apparatus and equipment, and is situated at the same address as the **BBI**.

He is also partners with Daniel Peeters in the firm known as **New International Prospects**, situated at Rue Engeland, 499, 1180 Brussels, which has as its object the wholesale business of motor vehicles.

-oOo-

On the basis of the evidence in our possession, it would be necessary to carry out a search at the head office of the BBI and in the private residence of Alain Planard, in order to determine whether there were earlier contacts with the Rwandan authorities.

We leave the initiative with the Investigating Judge to assess whether it would be advisable to carry out a search in the two other companies and in the private residence of Daniel Peeters.

DULY RECORDED [Signed]

CONTRACT No. Z B 940096**Between**

The Government of Rwanda, represented by the Minister of Defence, hereinafter referred to as the "purchaser",

And

The *Société Commerciale du Sud*, represented by Mr Jo Avzaradel, hereinafter referred to as the "vendor",

The parties have agreed with one accord to purchase and to sell in accordance with the terms and conditions stipulated in the present contract.

SUMMARY

Article 1: List of products to be supplied

Article 2: Prices and conditions of payment

Article 3: Delivery conditions

Article 4: Product quality

Article 5: Arbitration

Article 6: Act of God

Article 7: Confidentiality

Article 8: Reliability

Article 1: List of products to be supplied:

<u>Description</u>	<u>Quantity</u>	<u>CIF Price Kinshasa</u>	<u>Amount</u>
5.56 R4 cartridges	1,500,000	0.30	450,000
M26 hand grenades	4,603	24.93	114,887
R4 rifle grenades	2,304	73.30	162,888
FAL rifle grenades	2,304	73.30	162,888
40 MGL grenades	2,322	57.89	134,412
MOR 60 HE bombs (RSA)	2,304	107.75	248,257
MOR 81 bombs (RSA)	1,860	115.14	214,167
		TOTAL	USD 1,499,499

Article 2: Prices and conditions of payment

Total cost of products to be supplied: USD 1,499,499 (one million four hundred and ninety-nine thousand four hundred and ninety-nine US dollars) This amount is inclusive of transportation, insurance and taxes

Conditions of payment:

The purchaser shall pay an amount of 1,499,499 (one million four hundred and ninety-nine thousand four hundred and ninety-nine) United States dollars for this delivery directly to the vendor, who shall sign a document for him acknowledging receipt.

An officer of the purchaser shall be made available to the vendor to follow up the loading and shipment of the products

Subsequent orders shall necessitate a separate contract

Article 3: Delivery conditions

The vendor shall deliver the products under the present contract within 10 days following payment.

The final destination shall be Kinshasa Airport in Zaire.

Article 4: Product quality

The vendor guarantees that the products under the present contract are new and comply with the standard technical norms and specifications of the original manufacturer.

In the event that the quality does not meet the recognized standards, the vendor shall accept to consider the purchaser's claims and shall replace the products within a time limit not exceeding 3 months from the date of receipt of the claim. Notwithstanding the foregoing, the vendor may not be held liable for any damage and/or deterioration due to poor warehousing conditions and/or improper use of the products.

Article 5: Arbitration

Any dispute or disagreement in the application of the present contract shall be settled amicably between the parties. Where an amicable arrangement is not possible, the matter shall be referred to Zairean courts by the aggrieved party for a ruling.

Article 6: Act of God

The vendor shall not be responsible for any delays in delivery consequent upon any act of God that is beyond his control (war, plane accident, etc.).

Article 7: CONFIDENTIALITY

K0260823

The two parties undertake to keep the present contract secret and to not disclose the contents thereof to a third party.

Article 8: VALIDITY

The present contract, which bears the signatures of the authorized persons from the two parties, shall be applicable on the day of its signature.

Date of signature: 24 May 1994

FOR THE GOVERNMENT OF RWANDA

Théoneste Bagosora
Director of Cabinet
Ministry of Defence

FOR THE SOCIETE COMMERCIALE DU SUD

Jo Avzaradel
Director
[Signed]

Page K0077171

Thomas Cook Travellers cheques

Sales Advice dated 25 May 1994 (See original for details)

Kinshasa, 26 May 1994

No. _____

EMBASSY OF THE REPUBLIC OF RWANDA

(Letterhead, see original)

Y/Ref. No

ANNEX:

SUBJECT:

CERTIFICATE**To Whom It May Concern:**

I, the undersigned, Théoneste Bagosora, hereby certify that I have transferred to Mr. Jo Avzaradel the sum of 1,500,000 (one million five hundred thousand) United States dollars in travellers cheques, in settlement of an order for drugs for the Ministry of Health of the Republic of Rwanda (c/o Embassy of Rwanda, P.O. Box 967 Kinshasa).

Payment for the said order was made by remitting to Mr. Jo Avzaradel Thomas Cook travellers cheques issued on 25 May 1994 at Kigali by the *Banque Commerciale du Rwanda* (P.O. Box 354 Kigali, Rwanda) in the name of the undersigned and bearing the code NV82.

The present certificate is issued to serve wherever and whenever necessary for the benefit of Mr. Jo Avzaradel, bearer of the voucher issued by the *Banque Commerciale du Rwanda* bearing the signature of the undersigned.

[Signed]

Théoneste Bagosora, P.O. Box 85 Kigali

C/o Embassy of Rwanda in Kinshasa

CONTRACT NO. 2 B 940097**Between**

The Government of Rwanda, represented by the Minister of Defence, hereinafter referred to as the "purchaser"

And

The trading company High-Go Development Ltd, represented by Mr. Fred R. Keller, hereinafter referred to as the "vendor",

The parties have agreed with one accord to purchase and to sell in accordance with the terms and conditions stipulated in the present contract.

SUMMARY

Article 1: List of products to be supplied

Article 2: Prices and conditions of payment

Article 3: Delivery conditions

Article 4: Product quality

Article 5: Arbitration

Article 6: Act of God

Article 7: Confidentiality

Article 8: Reliability

Article 1: LIST OF PRODUCTS TO BE SUPPLIED

Description	Quantity	FOB price European airport	Amount
1. 75 mm HEI 56	2,000	To be specified	
2. 90 mm HE (AML)	500	USD	USD 284,500
3. 105 mm HE	1,000	USD 406	USD 406,000
4. 105 mm SMK	100	USD 508	USD 50,800
5. 122 mm Full Ch.	1,000	USD 400	USD 400,000
6. 122 mm Red. Ch.	600	USD 366	USD 219,600
7. NATO 7.62 mm munitions	1,000,000	380/1,000	USD 380,000
8. Idem on chains	500,000	400/1,000	USD 200,000
9. 12,7 mm T54 Mi AA	100,000	1,523/1,000	USD 152,300
10. 12.7x99mm.50 munitions	200,000	To be specified	To be specified
11. 14.5 mm	50,000	1,625/1,000	USD 81,250
12. 82 mm T53	1,000	To be specified	To be specified
13. 82 mm M71	1,000	To be specified	To be specified
14. 120 mm LT	500	USD 183	USD 91,500
15. 120 mm RTF1	600	USD 183	USD 109,800

16. 40 mm Atk P7	500	To be specified	To be specified
17. 107 mm CAN	500	USD 203	USD 101,500
18. 107 mm HE	500	USD 203	USD 101,500
19. 68 mm HE Heli	500	To be specified	To be specified
Total FOB price at port of shipment			USD 2,578,750
(Two million five hundred and seventy-eight thousand seven hundred and fifty US dollars).			

Article 2: PRICE AND CONDITIONS OF PAYMENT

Part payment of the cost of products to be supplied = 2,578,750 (two million five hundred and seventy-eight thousand seven hundred and fifty) United States dollars. This amount is inclusive of the price of the products, insurance and taxes due outside Zaire.

The cost of transportation shall be determined taking into account the different offers made by airline companies, and shall be borne by the purchaser.

CONDITIONS OF PAYMENT

The purchaser shall pay a deposit of 1,867,000 (one million eight hundred and sixty-seven thousand) United States dollars for this delivery directly to the vendor, who shall sign a document for him acknowledging receipt. The balance shall be paid within four days following the signing of the contract. A representative of the purchaser shall be made available to the vendor for the reception of the shipment and verification of the quantities delivered. Payment of the articles for which the price is still to be specified shall be made as soon as the prices are agreed upon, and the amount to be paid shall be subject to an addendum to the present contract

Article 3: DELIVERY CONDITIONS

The vendor shall deliver the products under the present contract within 10 to 15 days following payment. The final destination shall be Kinshasa Airport in Zaire.

Article 4: PRODUCT QUALITY

The vendor guarantees that the products under the present contract are new and comply with the standard technical norms and specifications of the original manufacturer.

In the event that the quality does not meet the acknowledged standards, the vendor shall accept to examine any claims by the purchaser and to replace the products within a time limit not exceeding 3 months from the date of receipt of the claim. Notwithstanding the foregoing, the vendor may not be held liable for any damage and/or deterioration caused by poor warehousing conditions and/or improper use of the products.

Article 5: ARBITRATION

Any dispute or disagreement in the application of the present contract shall be settled amicably between the two parties. Where an amicable arrangement is not possible, the matter shall be referred to Zairean courts by the aggrieved party for a ruling.

Article 6: ACT OF GOD

The vendor shall not be responsible for any delays in delivery consequent upon any act of God that is beyond his control (war, plane accident, etc.).

Article 7: CONFIDENTIALITY

The two parties undertake to keep the present contract secret and to not disclose the contents thereof to a third party.

Article 8: VALIDITY

The present contract, bearing the signatures of authorized persons from the two parties, shall be applicable on the day of its signature.

DATE OF SIGNATURE: 30 May 1994

FOR THE GOVERNMENT OF RWANDA

Théoneste Bagosora

BEMS Colonel

Director of Cabinet, Ministry of Defence

[Signed]

FOR "HIGH-GO DEVELOPMENT LTD"

Fred R. Keller

Chairman and Managing Director

[Signed]

The Government of Zaire, represented by the *Garde Civile* (Civil Guard), hereinafter referred to as the "purchaser"

And

The High-Go Development Ltd trading company, represented by Mr. Fred R. Keller, hereinafter referred to as the "vendor",

The parties have agreed with one accord to purchase and to sell in accordance with the terms and conditions stipulated in the present contract.

SUMMARY

Article 1: List of products to be supplied

Article 2: Prices and conditions of payment

Article 3: Delivery conditions

Article 4: Product quality

Article 5: Arbitration

Article 6: Act of God

Article 7: Confidentiality

Article 8: Reliability

Article 1: LIST OF PRODUCTS TO BE SUPPLIED

Description	Quantity	FOB price European airport	Amount in USD
01. 75 mm HEI 56	2,000	To be specified	
02. 90 mm HE (AML)	500	569	284,500
03. 105 mm HE	1,000	406	406,000
04. 105 mm SMK	100	508	50,800
05. 122 mm Full Ch.	1,000	400	400,000
06. 122 mm Red. Ch.	600	366	219,600
07. NATO 7.62 mm munitions	1,000,000	380/1,000	380,000
08. Idem on chains	500,000	400/1,000	200,000
09. 12,7 mm T54 Mi AA	100,000	1,523/1,000	152,300
10. 12.7x99mm.50 munitions	200,000		To be specified
11. 14.5 mm	50,000	1,625/1,000	81,250
12. 82 mm T53	1,000	To be specified	To be specified
13. 82 mm M71	1,000	To be specified	To be specified
14. 120 mm LT	500	183	91,500
15. 120 mm RTF1	600	183	109,800
16. 40 mm Atk P7	500	To be specified	To be specified
17. 107 mm CAN	500	203	101,500
18. 107 mm HE	500	203	101,500

19. 68 mm HE Heli	500	To be specified	To be specified
Total FOB price at airport of shipment in USD			USD
			2,578,750.00
(Two million five hundred and seventy-eight thousand seven hundred and fifty US dollars).			

Article 2: PRICE AND CONDITIONS OF PAYMENT

Part payment of the cost of products to be supplied = 2,578,750.00 (two million five hundred and seventy-eight thousand seven hundred and fifty) United States dollars. This amount is inclusive of the price of the products, insurance and taxes due outside Zaire.

The cost of transportation shall be determined taking into account the different offers made by airline companies, and shall be borne by the purchaser.

CONDITIONS OF PAYMENT

The purchaser shall pay a deposit of 1,867,000.00 (one million eight hundred and sixty-seven thousand) United States dollars for this delivery directly to the vendor, who shall sign a document for him acknowledging receipt. The balance shall be paid within four days following the signing of the contract. A representative of the purchaser shall be made available to the vendor for the reception of the shipment and verification of the quantities delivered. Payment of the articles for which prices are still to be specified shall be made as soon as the prices are agreed upon, and the amount to be paid shall be subject to an addendum to the present contract.

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The final destination shall be Kinshasa Airport in Zaire.

Article 4: PRODUCT QUALITY

The vendor guarantees that the products under the present contract are new and comply with the standard technical norms and specifications of the original manufacturer.

In the event that the quality does not meet the acknowledged standards, the vendor shall accept to examine any claims by the purchaser and to replace the products within a time limit not exceeding 3 months from the date of receipt of the claim. Notwithstanding the foregoing, the vendor may not be held liable for any damage and/or deterioration caused by poor warehousing conditions and/or improper use of the products.

Article 5: ARBITRATION

Any dispute or disagreement in the application of the present contract shall be settled amicably between the two parties. Where an amicable arrangement is not possible, the matter shall be referred to Zairean courts by the aggrieved party for a ruling.

Article 6: ACT OF GOD

The vendor shall not be responsible for any delays in delivery consequent upon any act of God that is beyond his control (war, plane accident, etc.)

Article 7: CONFIDENTIALITY

The two parties undertake to keep the present contract secret and to not disclose the contents thereof to a third party.

Article 8: VALIDITY

The present contract, bearing the signatures of authorized persons from the two parties, shall be applicable on the day of its signature.

The vendor shall not be responsible for any delays in delivery consequent upon any act of God that is beyond his control (war, plane accident, etc.).

Article 7: CONFIDENTIALITY

The two parties undertake to keep the present contract secret and to not disclose the contents thereof to a third party.

Article 8: VALIDITY

The present contract, bearing the signatures of authorized persons from the two parties, shall be applicable on the day of its signature.

DATE OF SIGNATURE: 30 May 1994

FOR THE GOVERNMENT OF ZAIRE

Botela Bompesse

Colonel

Director of Operations at the General Command

[Signed]

FOR "HIGH-GO DEVELOPMENT LTD"

Fred R. Keller

Chairman and Managing Director

[Signed]

Thomas Cook Travellers Cheques

Sales Advice dated 30 May 1994

And

INTERPAYMENT VISA Purchase Agreement for Travellers Cheques
From the *Banque Commerciale du Rwanda* (BCR 81869) dated 30 May 1994

(See originals for details)

Kinshasa, 30 May 1994

No. _____

EMBASSY OF THE REPUBLIC OF RWANDA

(Letterhead, see original)

Y/Ref. No.

ANNEX.

SUBJECT:

CERTIFICATE**To Whom It May Concern:**

I, the undersigned, Théoneste Bagosora, hereby certify that I have transferred to Mr. Fred Keller the sum of 1,867,000 (one million eight hundred and sixty-seven thousand) United States dollars in travellers cheques, in settlement of an order for pharmaceutical and food products for the Ministry of Health of the Republic of Rwanda (c/o Embassy of Rwanda, P.O. Box 967 Kinshasa).

Payment for the said order was made by remitting to Mr. Fred Keller Master Card, Thomas Cook and Visa travellers cheques issued on 30 May 1994 at Kigali by the *Banque Commerciale du Rwanda* (P.O. Box 354 Kigali, Rwanda) in the name of the undersigned and bearing the code NV8 and 81869 respectively

The present certificate is issued to serve wherever and whenever necessary for the benefit of Mr. Fred Keller, bearer of the voucher issued by the *Banque Commerciale du Rwanda* bearing the signature of the undersigned.

[Signed]

Théoneste Bagosora, P.O. Box 85 Kigali

C/o Embassy of Rwanda in Kinshasa

P.O. Box 967 Kinshasa

From:

BELGIAN BUSINESS INTERNATIONAL (Letterhead, see original)

Phone: 32/10/45.50.60

Telex: 59200 bbint. B

Fax: 32/10/45.50.20

To:

Ministry of National Defence

Attention:

Fax nr.:

To Attn of:

Total number of pages: 2 (two)

(Including this one)

Our/Ref: PPF94137

30 May 1994

Your/Ref: Telephone call

PRO-FORMA INVOICE NO. 94137

Dear Sir,

Following the different talks with your contact person in Kinshasa, please find below our pro-forma invoice for the undermentioned equipment:

	Description	Quantity	Unit price in USD	Total price in USD
01	75 mm HEI 56	2,000	91	182,000
02	90 mm HE (AML)	500	364	182,000
03	105 mm HE	1,000	260	260,000
04	105 mm SMK	100	325	32,500
05	122 mm Full Ch.	600	260	156,000
06	122 mm Red.CH.	1,000	234	234,000
07	NATO 7.62mm munitions	1,000,000	243/1,000	243,000
08	Idem on chains	500,000	256/1,000	128,000
09	12.7mm T54 Mi AA	100,000	975/1,000	97,500
10	12.7x99mm .50 munitions	200,000	2,015/1,000	403,000
11	14 5 mm	50,000	1,040/1,000	52,000
12	82 mm T53	1,000	65	65,000
13	82 mm M71	1,000	65	65,000
14	120 mm LT	500	117	58,500

15	120 mm RTF1	600	117	70,200
16	40 mm Atk P7	500	104	52,000
17	107 mm CAN	500	130	65,000
18	107 mm HE	500	130	65,000
19	68 mm HE Heli	500	--	To be indicated

Total price in United States dollars FOB airports of shipment = 2,410,700 (two million four hundred and ten thousand seven hundred) exclusive of commission.

Validity of offer: 15 days.

Deadline for delivery: 10 - 15 days delivered in Zaire after obtaining End-User Certificate, financial regularization and barring sale. HOWEVER, we shall do everything possible to send the first plane off after 1 week.

These deadlines take into account the obtaining of export licences, the grouping together of the merchandise in two places to make transportation cost-effective (small quantities and different sources), and to use the minimum number of planes.

WE THINK THAT ANY SHORTER DEADLINE IS UTOPIC AND DOES NOT TAKE INTO ACCOUNT ALL THE POSTS, or is indicative of an UNLIMITED budget for transportation.

Cost of transportation by air:

- Equipment in the West: USD 240,000 per aeroplane
- Equipment in the East: USD 200,000 per aeroplane.

We will provide you with the number of aeroplanes needed this afternoon.

Payment: by pre-payment into our account.

Partial orders will be accepted only if accepted by our services

Bank details: To be communicated.

While hoping to serve your interests better, please accept, Sir, our best regards

For B.B. International

Liaison Bureau

Phone: 32.10.45.50.60

Fax: 32.10.45.50.20

Telex: 59200

[Signed]

Belgian Business International

Dpt Défense / Sécurité

Tel.32/10/45.50.60 - Fax 32/10/45.50.20

Telex 59200 bbint-B

AFFIDAVIT in 3 pages by **Alfred Gakuba Kalisa**
English Original (see original pages K0077185 – K0077187)

Card No. 16

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Copies from Record No. 2011550/94

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Documents forwarded by the widows of Théoneste Gafaranga,
Boniface Ngulinzira, and Joseph Kavaruganda

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