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Not.
Henry Rey
2, Rue Colonel Bellando de Castro
MONTE CARLO
PRINCIPADO DE MONACO

Lysaker October 9, 2006

Att : Henry Rey
Re : The estate of the late Mr. Einar Riis, 44 blvd d'Italie, 98000
Monaco
Case # :
Your reference :
Our reference :
Posting by : Fax
Your fax # : 00377 93 300522
Numbers of pages : 13
Attachment : Draft agreement of March 10 1998, Agreement of September 25
1998, Will of August 28 2001.
Copy : Mr. Thierry Varlet BNP Paribas, Monaco.

Dear Sir.

As you will know I have been engaged by the Riis-family since 1997, helping obtaining their legitimate fortune. At that time, in 1997, the family had been fighting against the Norwegian Government, and against Mrs. Amelia Riis' brother, ship owner Kristoffer Olsen, for more than 20 years. According to Einar and Amelia Riis every single lawyer that had been engaged to represent the family had deceived the family.

In 1997 the family was – as far as I know – flat broke, everything and everybody was against them, and there were little hope to get any solution. On top of this Mr. Riis was forced to leave Monaco due to the lack of money.

The family were deprived from free legal help, and they didn't have any lawyers or any other person with legal background helping them. The family were up to their ears in dept, as a result of some 100 lost court cases, and expensive lawyers that had soaked up all their money and then deceived them.

After I wrote two articles about the case early in 1997, which gave the case a real boost forward, both Amelia and Einar Riis wanted my help. I accepted their offer made through the "Draft agreement" of March 10, 1998.

My engagement in this case forced me to take some bridge-burning decisions; either say no to help the Riis-family, or say yes and by such a conclusion sacrificing a legal carer,

sacrificing all government benefits that any normal worker was entitled to, sacrificing friends and a normal family life.

Based on the agreements that the Riis-family offered me - putting me in as a heir and by such as a recipient equal their two children - on top of my strong thought that the family had been a victim of grave injustice, I was willing to give up all the above mentioned benefits.

I really thought that I could make a difference and that I could be the person that could turn years of deterioration to something positive, ultimately ending with a victory.

It is not an overstatement to say that I was there for the family 24 hours a day 7 days a week the year around, both as a legal adviser and a legal representative, as well as a personal friend and helper in any direction. Mr Riis could call me early in the morning as well as late at night, any day of the week. I was there for the family at any time.

I helped the family getting free legal help, I helped them getting good coverage in the press, I helped them getting decisive help from politicians that were in position to give such support and help, and finally I was the one (using my network) that opened the doors to the department of Justice, and by this settling a partial solution where the family obtained some € 8 millions, this thanks to years of hard work and great self-sacrifices.

There should be no doubt that even so I might be an idealist, I didn't do this just for fun, or for the sole reason to help the Riis-family obtaining their fortune. I didn't sacrifice 9 years of my life for nothing. Yes, I had made my sacrifices and I had said no to a normal life, but this of course in exchange for a possible victory with a nice economical upside.

Before Mr. Riis got ill last fall, we agreed that there were unsolved cases between us (economically speaking) that the family had to settle with me: I hadn't got paid for the settlement in 1999 (my part estimated to 10% of the settlement, or an equal part that was paid to each of the children, estimated to some €40-50.000), I hadn't got full payment for the settlement in 2003 (lacking close to €80.000), I hadn't got paid for my work helping Amelia and Einar avoiding a tax payment of some € 1.6 million regarding the settlement of 2003 (my part estimated to some €160.000,-).

Mr Riis had a general power of attorney (blanket powers) from Amelia Riis to negotiate, settle, or commit any act in the best interest for the case.

A week before he died, Mr. Riis stated that he wanted to settle with me all balance owed. Unfortunately this was to take place in a meeting the same day that he died. Amelia was fully aware of the fact that there existed unsolved economical matters with me.

On September 2, 2006, Amelia signed a statement, declaring that she owed me NOK 1.840.000,- this in regard to the following unsolved matters: the 1999 settlement, the 2003 settlement and the taxation matter all mentioned above.

Before she signed this statement, she asked me whether I was interested in getting this sum paid under the table (e.g. receiving key money), this due to her fear or anxiety of what her children would say or how they would react. I declined her somewhat odd proposal, which Amelia accepted, and she signed.

The day after, on September 3, 2006, Amelia called my voice mail trying to force me to tell her son (that was about to call me), if he asked, that we didn't sign anything on that day. She told me that she had lied to him, and that I had to do the same. She wanted to solve this case, pay her outstanding dept to me, she told me, but she had to find another way of doing this.

MP
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After a few phone conversations with Amelia Riis the following days, it became crystal clear to me that I wouldn't get the amount due to me. Amelia told me that she would continue our cooperation, but that any economical matters had to be solved with her son, Mr. Kenneth Riis. This is not what we agreed upon.

I told Mrs. Riis that all our agreements in this case were basically made between me and Einar/Amelia Riis. Kenneth Riis is not in the position to talk about or solve these matters, neither has he been appointed to do so. He is not the debtor in these matters, neither has I accepted him as a debtor. On top of this I found it more than questionable starting to negotiate with Kenneth especially due to the fact that his knowledge of the cases in Norway and the relationship between me and his parents are shallow, nor has he ever wanted to get to know the cases and what we have been up to in Norway the last 10 years. Mr. Riis did everything to turn his son Kenneth to get interested in Amelia and Einar's fight for the fortune and the growing possibility to win, though without any luck.

On September 12, 2006, Amelia sent me a fax (sadly but although obviously coloured by Kenneth's hand) withdrawing all my authorisations. Her actions against me, ending with this withdrawal, are a breach of all our agreements. Violating our agreements will obviously cause huge economical claims.

Our agreements are based on a few basic elements: I will do my best helping the family in their struggle to obtain their fortune. If we are lucky in our fight getting a settlement, I am entitled to some certain percentages of the settlement. If we are not lucky I get nothing. As a result of spending almost all my time for the Riis-family, I had barely any other income. Due to this fact, we agreed on that Amelia and Einar was to cover the actual costs running the cases and by this allowing me a lower percentage of any outcome (10-15-20%) compared to what I would have been entitled to if I had a normal business making me able to cover all actual cost by myself.

In our agreements we didn't say anything in particular about what would happen if the Riis-family should end up violating our agreements. Common law of contract, and its interpretation, should therefore be applicable.

Violating such agreements – either by withdrawing cases that I have been working on for years, or flatly throwing me out of the contract with no sufficient legal reason just days before I was to have an important meeting with the politician that helped us obtaining the last settlement in 2003 – will obviously cause a claim for all the hours I have been working on these cases faithfully and devoted to the signed agreements.

Due to this breach of contract my claims in the estate of the late Mr. Einar Riis are – in accordance with common interpretation of the agreements – as follows:

Sum compensation 1998	5 hours a day x 7 days x 50 weeks x 750,- pr hour	NOK	1.312.500,-
I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.			
Total included interest from 31.12.98 to 31.12.06	10% average interest has been applied.		<u>2.813.460</u>
Sum compensation 1999	5 hours a day x 7 days x 50 weeks x 1000,- pr hour		1.750.000,-
I was available for the family 24/7, and I was in accordance			

with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.99 to 31.12.06 10% average interest has been applied. **3.410.254,-**

Sum compensation 2000 5 hours a day x 7 days x 50 weeks x 1.200,- pr hour **2.100.000,-**
I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.00 to 31.12.06 10% average interest has been applied. **3.720.278,-**

Sum compensation 2001 5 hours a day x 7 days x 50 weeks x 1.400,- pr hour **2.450.000,-**
I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.01 to 31.12.06 10% average interest has been applied. **3.945.749,-**

Sum compensation 2002 5 hours a day x 7 days x 50 weeks x 1.600,- pr hour **2.800.000,-**
I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.02 to 31.12.06 10% average interest has been applied. **4.099.480,-**

Sum compensation 2003 5 hours a day x 7 days x 50 weeks x 1.800,- pr hour **3.100.000,-**
I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.03 to 31.12.06 10% average interest has been applied. **4.126.100,-**

Sum compensation 2004 5 hours a day x 7 days x 50 weeks x 2.000,- pr hour **3.500.000,-**
I was available for the family 24/7, and I was in accordance

with the agreements working for the family and on the cases for 7 days a week.

Total included interest from 31.12.04 to 31.12.06

10% average interest has been applied.

4.235.000,-

Sum compensation 2005

I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week.

5 hours a day x 7 days x 50 weeks x 2.200,- pr hour

3.850.000,-

Total included interest from 31.12.05 to 31.12.06

10% average interest has been applied.

4.235.000,-

Sum compensation 2006

I was available for the family 24/7, and I was in accordance with the agreements working for the family and on the cases for 7 days a week till September 1, 2006

5 hours a day x 7 days x 50 weeks x 2.400,- pr hour

3.024.000,-

Total 1998 – 2006 included interest, interest for 2006 are not included.

33.609.321,-

Payments of NOK 5.2 million according to the agreements, has been deducted.

a 3% interest benefit has been included

5.682.181,-

Total 1998 – 2006

The corresponding amount in € is some €3.325.000,-

This will cover all my work and all my expenses working according to the agreements. It will not though cover my economical loss caused by my engagement in the Riis-case for nine years. I'm talking about the loss I obviously will meet in the years to come, where I have been – as one lawyer has written in a letter to me meant as a threat and as a consequence to my engagement in the Riis-cases – erased from the judicial Norway. Thanks to my engagement in the Riis-case I am a persona ingrata in all Norwegian courts. It was a risk that this could happen, but I also knew that I was doing the right thing, and I hoped (in accordance with our agreements) that it would pay and be worthwhile.

I have used a 5 hour average working day, despite the fact that I have been working 15 hours a day for several months in a row, either in public archives, or in courts.

* * *

I have found another agreement of April 10, 2000, which has been sent to the translator as well. This agreement is mentioning me as a successor equal to their own children, motivated by the fact that their own children lives so far away that they are not able to participate in the fight obtaining the deprived fortune.

In addition to this document I will also provide you with a power of attorney (July 23, 2003) stating that I am entitled to make preparations setting up a trust in Amelia and Einar's name, to the better for Norwegian citizens that have been mistreated by the Norwegian judicial system.

As you will see reading Amelia and Einar's statement in their will of August 28, 2001, any disagreements about any amounts could in fact end up in such a trust, administered by me.

In accordance to this document, I am appointed to be the executor of the estate of both Amelia and Einar Riis, se the first paragraph on page 2.

It also states that no Norwegian court or judge can decide upon this will.

* * *

You will also be provided with Amelia Riis' declaration (August 25, 2006) to cover all my legal costs regarding any claims against me related to cases that I have been engaged in on behalf of the Riis-family.

* * *

I urge you to notify me whatever your actions will be, so I can be able to notify my local lawyer in due time and by such before any actions are taken.

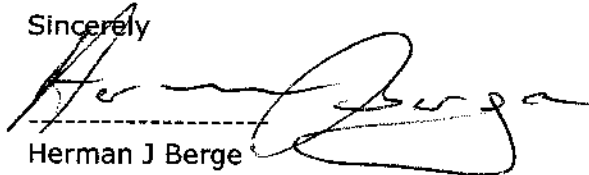
In conclusion I will underline that I have not sacrificed 9 years of my life, my time and my career, to flatly be cut off in such a way. I have not asked for this conflict. On the contrary this is the sad result of greed and not at all in accordance with Mr. Einar Riis' last will.

I also want to mention that in accordance with Mr. Riis' wishes I have taped every meeting, conversation and phone calls where I have attended. This was done on Mr. Riis' demand to make sure that nothing could be misunderstood after he was gone. This means that I stick to what has been said, done and agreed, and I can document every word that has been stated.

* * *

Finally I ask you to consider whether it is possible to hold a meeting, either with you or together with Mrs. Riis's appointed lawyer, Me. Didier Escaut, with a view to clear up problems that might seems more difficult and insolvable than they really are.

Sincerely



Herman J Berge
Lysaker October 9, 2006

EINAR RIIS
c/o Michelets vei 23 A
1324 LYSAKER
Oslo, NORWAY

Draft agreement

Hermann Berge,
Hovinv.
Oslo.

I hereby wish to confirm our conversation of what I believe was yesterday (?) regarding our engagement of you to safeguard the interests of my family in the future, in anticipation of such a time when I shall no longer be here.

I have spoken to Amelia, and we both agree, and accept, that in return for such assistance, you should be rewarded when any assets that we may obtain in the coming years by having our fortune returned to us are paid out.

As a kind of first, but binding, letter of intent, and to start the whole contractual process, we understand that we have the following agreement with you:

We have no idea how much you will obtain.

For the purposes of this agreement we believe that we have a claim of USD 14 million valid from 1 January 1975, and we will assume that we will and must receive 18% compound interest until the date on which we are paid.

Out of these proceeds, you will receive NOK 50 million, but calculated after all other incumbent debts have been deducted.

This key or code amount, will be reduced to NIL if we never receive any money.

But we agree that you should not interpret this agreement as giving you any right to push the Riis family into accepting any figure, in order to reach an agreement, thereby allowing you to realise some proportion for yourself.

NOK 50 million is currently a maximum figure based on us receiving USD 14 million plus 18% compound interest. We then envisage a pro rata reduction in this figure, so that if we receive 50% of 14 equals 7 x 18 compound interest, we envisage you receiving NOK 25 million and so on down. This is an attempt to start a dialogue on the matter, given that none of us have thus far managed to begin such a discussion nor to put forward more specific figures and conditions.

If you ever have such an idea, you must consider that instead you must have withdrawn from assisting our family, legally or in any other way.

The party that is engaging you, you have to take an ever big role, in order to ensure that if or when I die, that the Riis family's legal rights in relation to all of the people who have helped to swindle us, directly and/ or indirectly, so that the Riis family's rights cannot be lost in the event of me having to step back or passing away.

You must then step in to replace me, and ensure that no injustices can ever occur between Ameliq's [sic] and my 2 children, or between the children and Amelia, should she survive me, after my death.

The wealth must be secured as a separately owned property regardless of the country involved, and it must not be possible for our children to change or [runs off page] such separate ownership during their lifetimes.

If reasonableness and fairness dictate that their spouses are to have a share, it must be done by our children giving gifts to their spouses, but no more than 50% of their shares can be separated out from their rights of ownership/ original shares.

There are a number of other conditions that should be included in this agreement, but we will include such conditions as and when we agree them. At all times, the conditions that all 3 of us have signed in the margins or on each new contract page shall be applicable.

Truth, openness and honesty between the 3 parties shall govern this agreement, in that all 3 of us know how rotten the legal systems in Norway and in other countries are.

This agreement is based on the fact that A and E Riis have an agreement that any money obtained from the ongoing lawsuits, and any new lawsuits that may be started, shall be divided in a ratio of 30 – 70% between them. I, Einar Riis am responsible, with my 70% share, for the complete fulfilment of our contractual obligations to you, should A Riis, for some reason or other, which I cannot imagine occurring, attempt not to fulfil this agreement. A Riis may have reservations, mental doubts, which at the time of writing I am unaware of, and [runs off page] she must be entitled to include such reservations before the agreement is considered binding on Amelia and Einar Riis.

Hermann Berge must within a certain amount of time also sign the agreement himself, including any reservations that he may wish to include in the agreement. Only once all parties have signed will there be a final signing by the 3 parties to the agreement, whereafter the agreement shall be considered unbreakable, albeit in such a way that the agreement can, in the event of unanimous agreement between all 3 parties, be changed, in accordance with rules we will have to reach unanimity on.

Lysaker, 10 March 1998, Tuesday 15:45.

Amelia Riis
[signed]

Einar Riis
[signed]

Hermann Berge
[signed]

AGREEMENT

between the Riis family and K. P. Riis, Benedicte Riis and E and A Riis, and Hermann Berge.

When E Riis dies, assuming this is before A Riis passes away, HB has expressed his willingness to assist A Riis with her continued attempts to have the Riis fortune restored in such a way as to achieve the maximum possible amount, and until such time as a final result be reached.

In return, A Riis, K P Riis and B Riis Duryea undertake to pay a sum to HB – when and if damages are paid and transferred. If such damages are in the range of NOK 300 to 500 million, HB shall be paid NOK 50 million before any other creditors. If a larger amount, a significantly larger amount, is paid out, the parties shall agree on a larger sum than NOK 50 million to be paid to HB. But this shall be negotiated amicably between A Riis or KPR and BRD jointly (both Riises must agree).

If the amount paid out is significantly smaller, the parties shall negotiate a smaller amount to be paid out to HB, but it shall in that case be at least equal to **[there is a blank in the original here]** the individual amounts that go to each of the children, but within the NOK 50 million framework.

If A Riis dies before E Riis, HB undertakes to ensure that KPR and BRD receive their mother's *share of the inheritance* [? – the Norwegian '*arveandel*' is not a word, but is probably intended to be '*arveandel*' = share of the inheritance] of 30% as soon as possible.

[Debt to ALS shall be taken out of Einar Riis's 70% for up to NOK 1,000,000 (one million kroner).] *Handwritten:* Outside the scope of this agreement *Signed:* BRD

There are separate IOUs regarding money taken from our children in respect of which the funds have long since been given to us. These amounts must be repaid to KPR and BRD before HE and HB receive their payments.

[A and E Riis's shares, cannot be withdrawn until HE has received his share of the assets in Bergen (USD 12 + 13 million plus interest, with a maximum of NOK 5 million to HE.)] *Handwritten:* Needs to be clarified. *Signed:* BRD

This is and should be treated as part of A and E Riis's will, if one or both of them should die, unexpectedly or when each of them passes away **[runs off page]**.

This agreement has been drawn up in order to ensure that HB shall be rewarded for continuing to work on this case, after one or both of the parents have died, and so that the 2 children shall never lose their rights. HB shall ensure that KPR and BDR [*sic*] always receive equal shares of any assets that are returned, in such a way that neither of them can be treated worse than the other one.

26 September 1998
Amelia Riis:
[Signed]

Accepted by Kenneth Patrizio Riis

Einar Riis [Signed]
25 September 1998

Benedicte Riis Duryea
[Signed]

3 November 1998

Hermann Berge
28 December 1998
[Signed]

AMELIA RIIS
Michelets vei 23 A
1366 LYSAKER
NORWAY

5 September 2001

Herman Berge

Enclosed is a provisional copy of our will.
HIGHLY CONFIDENTIAL.

You must comment on it, and we agree that this will is not necessarily perfect, and that we can change the will, but in principle only in your favour (not to your disadvantage).

Yours faithfully,

[Signed]

A. and E. Riis

encl.

Will between Amelia and Einar Riis as of 28 July August 2001.08.28 [sic]

The parties to this will have had 100% community of property for a very long time. But the following special stipulations apply. Amelia shall receive 30% of the joint assets that the family receives from the various ongoing court cases, actions for damages that are ongoing or that may be initiated, if such judgements result in payments being made to the Riis family. This 30% shall be A.R.'s to retain and keep and to use and dispose of entirely as she pleases, regardless.

Einar Riis shall receive the remaining 70% of such assets that are ordered to be returned to the Riis family, or that are recovered through a negotiated settlement or otherwise.

The joint assets shall be considered to comprise all of the assets that are paid in, in all of the court cases that are ongoing, and also those that will be initiated after 27 July 2001, such as from 1) the Probate Court 2) the Falkefjell/ K.O case 3) the action for damages against the Norwegian government known as *Statssak 3*, including any subsidiary cases and 4) all ongoing court cases and actions for damages being pursued in Bergen by Elvebakk, or others.

Of the 30 and the 70% that the parties AR and ER may receive, the 30% to AR and the 70% to ER shall be paid in full when each dispute is finally concluded, but only once debts (that AR and ER agree must be paid) have been repaid. Herman Berge shall be paid what is due to him in lawyers fees. HB shall be paid 50% by AR and 50% by ER from the total amounts that each of us receives net. HB's fees shall comprise a 10% payment of the net amounts that AR and ER receive themselves, once such payments have definitely been received, and for each of the respective court cases, actions for damages or from any negotiated settlements.

The payments to HB shall be made shortly after AR and ER have received their payments.

Out of the net amounts that AR and ER receive, old debts to Benedicte Riis Duryea and Kenneth Patrizio Riis shall be repaid, plus an amount as an advancement of inheritance, which AR and ER shall agree on. In the event of there being any dispute between our two children, the amount in dispute shall be paid to HB, who will be responsible for distributing it fairly, or the amount will be transferred to a fund managed by HB, for the further development of "Rettsnorge".

Furthermore, HB shall in accordance with our wishes act as the executor of AR and ER's estate, and settle all claims from creditors that are legally raised against the estate, in the event of such claims being raised.

This could involve personal claims from the following people: 1) Tore Engelschiøen, 2) Per Steina, 3) Einar Kavli, 4) Ole Kristian Aabø-Evesen, 5) Dag Andersen, 6) Nils Sandum, 7) Dag Tangen, 8) press journalists, 9) Kåre Valebrokk, 10) Geir Imset, 11) Ektvedt TV2, 12) Erling Folkvord.

There may be other names as well.

Helge Elvebakk has an agreement with AR and ER which entitles him to 10% of the amounts that he manages to obtain from the Reksten estate/ estate in bankruptcy in Bergen. According to him there is approx. NOK 150 million there now. Or of the amount that HE manages to obtain as a "dividend claim" that the Riis family must be awarded from the Reksten assets anywhere in Bergen. If the amount paid out to the Riis family is not NOK 150 million but rather only NOK 12 and 13 million put aside for the Riis family either with or without interest in addition – but in such a way that a much, much smaller amount is paid out, HE's share shall always remain 10%, but however no less than NOK 5 million.

This will has been drawn up to be 100% sure that there will be no argument or dispute when ER or AR dies, and special claims can be advanced against surviving family members.

As both of our children live abroad and as remotely from Norway as possible, and since we were swindled out of our fortune – precisely because we were not constantly present in Oslo, we consider it to be of maximum importance that someone who is qualified in Norwegian law be brought into this very major financial case in order to be present in Oslo to defend AR and ER or their estate and to safeguard the interests of our two children totally reliably.

If AR and ER reach a negotiated settlement for other amounts than the specified basic amount of USD 14 million plus interest since 12 November 1974, with maximum compound interest running until the amount is repaid to the Riis family, the fees shall be calculated on the basis of the value of the settlement.

If either AR or ER marries a third party, this shall never have the power to change this will, nor to bring in other, new inheritors, inheritance relationships.

This agreement can only be changed if AR and ER both give their written consent.

No Norwegian judges or courts may ever adjudicate on this will or change the wishes set out by AR and ER in this will. This clause has been included because the arbitrators Gunnar Aasland, professor of law Sjur Brækhus and solicitor Knut Rasmussen on Monday, 28 April 1975 issued an arbitration ruling against the Riis family stating that an inheritance agreement of 5 April 1974 should be declared null and void. None of the parties involved had ever demanded that this should be done. But the ruling was nevertheless made, and has been followed for 27 years so far, which proves that the Norwegian legal system should be considered full of criminal judges and that the courts in Norway clearly do not act in the interests of justice. Therefore, such judges and courts cannot be accepted as being qualified and trusted to exercise justice, including in relation to the implementation of this will.

Lysaker, 28 August 2001.08.28

[signed]
Amelia Riis

Einar Riis
[signed]

witnesses: