23nd January 2009

*WITHOUT PREJUDICE*

Ernst & Young AS, Arendal, Norway

Dear Sirs:

In an attempt to prevent creditors from making me homeless and losing my house in February this year, I am trying to get the necessary and rightful funds to prevent this. Numerous well educated people around me have advised me to write this letter.

In my conversation with Ernst & Young (herewith referred to as E&Y) three months ago, an amount of a little over 140.000 USD was knowingly and with intent offered by Ernst & Young in exchange for non disclosure of damaging illegal, negligent, misleading and immoral practices by your firm. The said acts / practices are as follows:

1. E&Y auditor deviously convinced me to start a limited company in order to limit my risk and secure my personal financial standing which had been very good for the past 7 years.
2. Invoices were continuously sent to the private company which had no more activity, despite E&Y being aware of such detrimental negligence, no action was ever taken to correct the mistake or inform me.
3. E&Y assured and clearly stated to evaluate continuously through constant follow up of the correctness of the accounting books and report immediately any discrepancy. E&Y gave only one report, almost a year too late to rectify matters. Damage had been done !
4. Reports given by the manager brought to E&Y have deliberately and maliciously misled me into thinking that my company was doing well. Very contrary to its actual financial standing!
5. It is very evident that E&Y did not even take a look at the books, else, such mistakes could have easily been seen and put right.

Taking into account the above mentioned and referencing a very similar case with the Kredittilsynet/Finanstilsynets/The Financial Supervisory Authority of Norway: conclusion to stress and quote:

*“In The Financial Supervisory Authority of Norway`s view the auditor has not fulfilled his obligations according to law of Audits, §5-2, 1st and 2nd subsection. Auditor has not made a contract to clarify what responsibilities the auditor should perform. In the Financial Supervisory Authority of Norway`s opinion, it must be expected that the auditor clarifies in what circumstances the auditor shall guide the client, when the client has little or no knowledge of accountancy”*

As stated clearly and supported by the Auditor Law of Norway, E&Y fully knew my accountant (who was not authorized as accountant ) and my lack of knowledge and should have taken into account the following, acted accordingly, and fulfilled every promise and assurance given.

1. E&Y was required to take a look at the books especially in view of Pettersen’s lack of accountancy knowledge and what they had reviewed in 2002, the “bokettersyns”-report which reflected many bad discrepancies made by the accountant. This is confirmed in the initial conversation in 2002 (See enclosure 1)
2. E&Y was required to correct the wrong practice of sending the invoices to the private company and NOT to the limited company
3. E&Y was required to give continuous accurate reports for my review (se enclosure 1)
4. E&Y has clearly taken advantage of my weakness, turned it against me, resulting in bankruptcy and exhausting and financially draining litigations (Pettersen has now been personally liable for invoices belonging to Bassengimport AS, the limited company)

Being the experts, E&Y has abused its discretion, was negligent and violated the trust given by me to improve my company and secure hard-earned assets. As a matter of fact, E&Y did nothing at all!

For these very reasons alone, it is only lawfully and morally right that I receive the remainder of 105.000 USD payable within 5 days. Failure to do so will compel me to seek the assistance and expert interpretation of our recent conversation and the offer of 1 million kroner. We intend to send 5.000-10.000 e-mails to the addresses mentioned in enclose number 7, which among others belong to lawyers, clients of Ernst & Young, and prospective advisers. I will further exert all efforts to call media attention and focus on this endeavor, both locally and overseas. Surely the merits of this case which are properly documented are to be discussed, made known and may be damaging, neither of which I am very sure is our preference.

In addition, I strongly believe that it is morally unjust to uphold an agreement and settlement that was accepted based on misleading advice from my counsel mentioned in enclosure number 4 of this letter. Such an agreement must be consider as null and void.

The way that Ernst & Young has treated my firm must never happen again. I would like to hear from you and please confirm in writing to this office that you will comply with this letter within one week of its receipt. This letter is written in English for the benefit of the many foreigners who may be interested in cases like this.

Nils Pettersen

Enclosures:

Enclosure 1 : Printout of tape recording from 2002 which specifies what E &Y promised to do for me (1 hour tape recording nov 02)

Enclosure 2 : Printout of conversation between E&Y’s lawyer and

Pettersen where E&Y indicate their intention to pay over 1 million kroner in compensation (Aug.13, 2008) (English)

Enclosure 2a: Tilbud om forlik (settlement offer), 14 aug 08.docx

Enclosure 2b: Voice File A36b.mp3 of enclosure 2 & 2a

Enclosure 3 : Notat from Hans Chr. Steenstrup (Aug. 14, 2008)

Enclosure 4 : Attempts by lawyer Hammervold to stop Pettersen from

Presenting new relevant evidence and stop the case by

Giving serious false and misleading information. Excerpts

From a four-hour conversation in Aug. 2008 between the

Lawyer and Pettersen

Enclosure 5 : Rolf Larsen is a n auditor and knows that Ernst & Young

Failed to give continuous numbered reports and assignment contracts. His report concludes that E&Y should pay

Pettersen over 7 million kroner. (Report to be enclosed

Upon request)

Enclosure 6 : BOKETTERSYNSRAPPORT (= the government wrote a report about the accountancy in Pettersen’s company)

Enclosure 7 : List of business lawyers in Norway – possibly in the near

Future, hundreds of clients of Ernst & Young, their e-mail addresses.