

Douglas A. Kelley
Kelley & Wolter, P.A.
431 South Seventh Street
Minneapolis, MN 55415

Judge Gregory F. Kishel
238 Warren E. Burger Building
316 North Robert Street
St. Paul, MN 55101

In re: Your respective roles in the matter of United States v. Petters et al, case # 08-SC- 5348 (ADM/JSM), and the bankruptcy case #08-45257 and the within claim [see 10 October letter to attorney Kelley with EXHIBIT A] against Thomas Petters and Petters Company, Inc. ["Petters et al"] on seven (7) unpaid Promissory Notes

WITH ATTACHMENTS BY CERTIFIED MAIL- RETURN RECEIPT REQUESTED

Gentlemen:

Attached hereto is a 10 October letter plus annexed *EXHIBIT A* [listing and enumerating seven (7) unpaid promissory Notes made by Petters et al] sent to Mr. Kelley on 10 October pursuant to his appointment as receiver in *United States v Petters et al*. You are perhaps aware that I also applied for relief through the Minnesota US Bankruptcy Court, case number 08-45257 on the same promissory Notes now before Judge Kishel. So you are more fully apprised, I sued Petters et al in May of 2002, case 02 CV 1837 (ADM) on his failure or refusal to pay on the seven (7) promissory Notes. Not one of these Notes has ever been serviced as to principal or interest. The Notes therefore continue to accrue at an 18% annual default interest rate compounded monthly and for your convenience, I have delineated the amount due by Note inclusive of accrued interest through October 2, 2008- see *EXHIBIT A*.

Because there are two contemporaneous actions pending against Petters et al involving me, I have the following questions for each of you; first Mr. Kelley, a) as a victim of Petters et al, when do you anticipate distribution of assets to me? and b) how do you intend to prioritize return to me as a Petters et al victim?, second Judge Kishel, as a long-term creditor of Petters et al, when do you anticipate distribution of assets to me? and b) how do you intend to prioritize return to me as a Petters et al creditor? To ensure that money damages now due me in the amount of ~~\$39,390,802~~ [as of 10/2/08] are timely paid, your expedited reply would be most appreciated.

Respectfully,


Richard Hettler
PO Box 386225
Minneapolis, MN 55438
Tel: 612 285-8458
mspexec@gmail.com

CERTIFICATE OF MAILING

I hereby certify that on this 10th day of November, 2008, I mailed a true and correct copy of the within writing and attachments [**CERTIFIED RETURN RECEIPT REQUESTED**] to Douglas Kelley Esq and Honorable Gregory F. Kishel at their above respective addresses:


Richard Hettler

Douglas A. Kelley

Kelley & Wolter, P.A.

431 South Seventh Street

Minneapolis, MN 55415

Phone: (612) 371-9090

In re: Your role as appointed receiver in the matter of United States v. Petters et al, case # 08-SC-5348 (ADM/JSM), and the within claim against Thomas Petters and Petters Company, Inc. ["Petters"] on seven (7) unpaid promissory Notes

Dear Mr. Kelley:

Attached hereto is **EXHIBIT A** which lists a series of promissory Notes made by Petters payable unto me, none of which have ever been serviced as to principal or interest. They are being submitted to you pursuant to powers given you as Receiver by an order of the Minnesota US District Court dated October 6, 2008.

Please take notice that the interest accruals on said notes are through 2 October, 2008 leaving a balance due as of that date of **\$39,390,802**. Please also be advised that such accrued note balances continue to accrue at eighteen (18%) percent per annum compounded monthly, and that I will update amounts due when you are prepared to disburse funds.

Thank you for your expedited courtesies.

Respectfully,



Richard Hettler

PO Box 386225

Minneapolis, MN 55438

Tel: 612 285-8458

mspexec@email.com

CERTIFICATE OF MAILING

I hereby certify that on this 10th day of October, 2008, I mailed a true and correct copy of the within writing and attached **EXHIBIT A** to:

Douglas A. Kelley

Kelley & Wolter, P.A.

431 South Seventh Street

Minneapolis, MN 55415

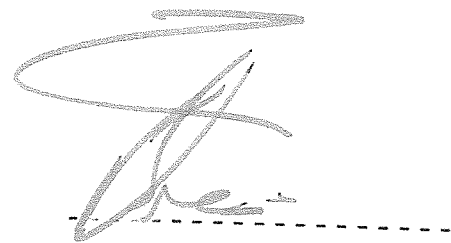


EXHIBIT A

As to the Petters' promissory Notes owed victim Richard Hettler, such notes follow:

Note #	Dated	Face Amount	Interest Rate [base/default]	Elapsed months	Accrued Value as of <u>10/2/08</u>
1	11/19/97	\$661,500	14/18%	132	\$4,721,145
2	01/02/98	\$725,000	14/18%	130	\$5,022,541
3	02/05/98	\$435,000	14/18%	129	\$2,968,989
4	02/27/98	\$837,375	14/18%	129	\$5,715,305
5	02/27/98	\$478,500	14/18%	129	\$3,265,888
6	03/28/98	\$1,315,875	14/18%	128	\$8,848,467
7	03/28/98	\$1,315,875	14/18%	128	\$8,848,467
		<u>\$5,769,125</u>			<u>\$39,390,802</u>