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U.S. DISTRICT COURT
W. DIST. OF N.C.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

NO. 3:98mc96-McK

IN RE: ALL FUNDS ON DEPOSIT IN)
ACCOUNT NUMBER 000669829075 IN)
THE NAME OF MM APMC BANQUE DE) MOTION FOR RETURN
COMMERCE, INC., AT NATIONS BANK,) OF PROPERTY SEIZED
N.A., CONSISTING OF \$18,756,420.97,)
MORE OR LESS.)

NOW COMES, A. C. W. Mohr, President of M. M. APMC Banque de Commerce, Inc. by and through his attorney, Deaton & Biggers, P.L.L.C. and hereby respectfully moves the Court for return of such funds seized on December 12, 1998 from Bank Account Number 000669829075 in the care and custody of NationsBank (now Bank of America) and such other funds seized pursuant to a seizure warrant issued on May 8, 2000, amounting to Thirty-Two Thousand One Hundred and Thirty-Four Dollars and Ninety-Six Cents (\$32,134.96). In support of this Motion, the movant respectfully shows the Court the following:

1. That on or about December 12, 1997 Articles of Incorporation of M.M. APMC Banque de Commerce, Inc. were filed in the Office of the North Carolina Secretary of State. The nature of the business was merchant banking.

2. Soon thereafter certain individuals in the name of M.M. APMC Banque de Commerce, Inc. opened three bank accounts with NationsBank (now Bank of America) of which one account (account number 000654052254) was opened in July, 1998 and two other accounts (account number 000669829062 and 000669829075) were opened in August, 1998.

3. Pursuant to a valid contract ("Escrow Agreement") executed on September 16, 1998 between Frederick Gilliland of Sterling Assets Services Limited and Chr. A. W. Mohr of M.M. APMC Fiduciary and Nominees B.A., Twenty Million (\$20,000,000.00) Dollars, represented by Mr. Gilliland to Mr. Mohr to be free of any lien, claim or security interest, was agreed to be deposited in account number 000669829075 at NationsBank.

4. Such deposit was to be completed for the purpose of investing the deposited funds in certain investments as described in the Escrow Agreement (attached hereto as Exhibit "A").

5. Subsequently, pursuant to a seizure search warrant issued on December 3, 1998 by Federal Magistrate Judge H. Brent McKnight, funds amounting to Eighteen Million Seven Hundred Fifty Six Thousand Four Hundred Twenty Dollars and Ninety-Seven Cents (\$18,756,420.97) were seized on December 12, 1998.

6. Additionally, Thirty-Two Thousand One Hundred and Thirty-Four Dollars and Ninety-Six Cents (\$32,134.96) was seized on or about May 8, 2000, pursuant to a seizure warrant alleging violations of 18 U.S.C. §1343. Such funds were in the form of a United States Treasury Tax Refund Check for interest paid on Bank of America account number 000669829075.

7. Following such seizures, investigations into any criminal activity in violation of 18 U.S.C. §§1956, 1343, and/or 2314 were conducted, which resulted in no criminal indictment nor any civil or criminal complaint for monetary forfeiture.

8. Such funds seized on December 12, 1998 and May 8, 2000, have never been re-deposited into the Bank of America bank account number 000669829075 nor returned to A. C. W. Mohr. Furthermore, according to Assistant United States Attorney, William A. Brafford, these seized funds will never be returned to said bank account. ¹

9. Such property, in possession of the Marshal's Service, should legally be returned to Bank of America account number 000669829075 still open in Charlotte, North Carolina. Failure to do so results in the taking of property without due process of law in direct violation of the Fourteenth Amendment of the United States Constitution, and other applicable law.

10. Further, it appears that such seized funds were seized according to 18 U.S.C. § 981 entitled "Civil Forfeiture". ²

11. However, in 18 U.S.C. § 983 the government is required to send written notices to interested parties and such notices shall be sent as soon as practical, and in no case more than sixty (60) days after the date of seizure. 18 U.S.C. § 983 (a)(1)(A)i.

¹In Assistant United States Attorney's William A. Brafford's Motion to Appoint a Receiver, paragraph number 4, Assistant U.S. Attorney states it now appears unlikely that a federal criminal case relating to the seized funds will be filed in this District. However, the government cannot and will not simply return the seized funds to the Bank of America account...

²18 U.S.C. § 1981 (a)(1)(A) and (C) state that the following property is subject to forfeiture to the United States: (A) any property real or personal involved in a transaction or attempted transaction in violation...of § 1956...of this title.... (C) any property, real or personal which constitutes or is derived from proceeds traceable to a violation of section ... 1343 of this title.... 18 U.S.C. § 1981 (a)(1)(A) & (C) (2000).

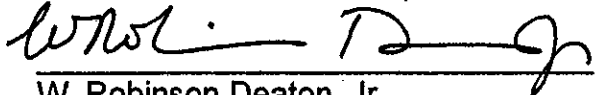
12. Such notices were never sent to A. C. W. Mohr. According to 18 U.S.C. § 983 (e) any person entitled to written notices in a non-judicial forfeiture proceeding under a civil forfeiture statute such as 18 U.S.C. § 981 who does not receive such notice may file a motion to set aside a declaration of forfeiture with respect to that person's interest in the property. Such motion under subsection (e) may be filed not later than five (5) years after the date of the final publication of notice of seizure of the property. No notice was ever sent or published by the United States Attorney's office, therefore this Motion to set aside forfeiture is timely. Also, section 981 authorizes this Motion where a seizure warrant has been issued.

13. A. C. W. Mohr as claimant of property seized from bank account 000669829075 in the amount of approximately 18.7 million claims title to such property pursuant to the valid Escrow Agreement entered into on September 16, 1998 and the subsequent Default Judgment issued in Norway on May 9, 2000 against Mr. Frederick Gilliland as Manager/Director of Sterling Asset Service, Ltd. and Sterling Asset Service, Ltd.

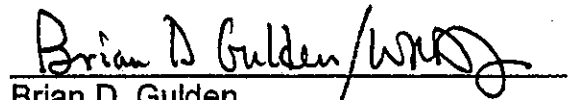
WHEREFORE, Movant prays the Court to refund money seized on December 12, 1998 and re-deposit such funds consisting of principal and interest in Account Number 000669829075 in the name of MM ACOM Banque de Commerce at Bank of America.

This the 11th day of December, 2001.

LAW OFFICES OF
DEATON AND BIGGERS, P.L.L.C.



W. Robinson Deaton, Jr.
North Carolina State Bar Number 7086



Brian D. Gulden
North Carolina State Bar Number 29243

Attorneys for Movant
Post Office Box 458
Shelby, North Carolina 28151-0458
Telephone: (704) 482-7300

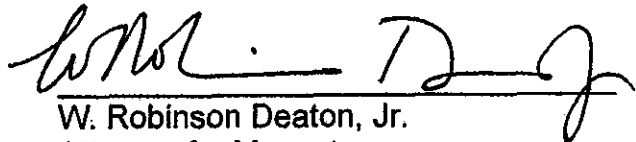
CERTIFICATE OF SERVICE

The undersigned hereby certifies that, as counsel for the movant, he delivered a copy of the foregoing Motion for Return of Property Seized to United States of America, by depositing a copy thereof in the United States mail, first class postage prepaid, addressed as follows:

William A. Brafford
Assistant United States Attorney
Suite 1700, The Carillon Building
227 West Trade Street
Charlotte, North Carolina 28202

This the 11th day of December, 2001.

LAW OFFICES OF
DEATON AND BIGGERS, P.L.L.C.



W. Robinson Deaton, Jr.
Attorney for Movant
Post Office Box 458
Shelby, North Carolina 28151-0458
Telephone: (704) 482-7300
North Carolina State Bar Number 7086

EXHIBIT "A"

Date: 15.09.98, Time: 23:02

M.M. Aug. C. Mohr & Cie.880.1815
Fiduciary & Nominee Div.ACMC-F&N-FCL-CTA-CCL-5.512
HPD-ACMC-VI: 5.512 SAS-9801

15.09.1998

Sterling Asset Services Ltd., JOM
Mr. Frederick Gilliland, London
Fax: 0044.171.482.2222Reg. # NO-975.876.696
Office: Tuengen Allé 8, Vinderen,
N-0374 Oslo
Mail: P.O. Box 116, Vinderen,
N-0319 Oslo
Tel. F&N div.: 47-2214.2419
Fax. F&N div.: 47-2212.2717

05021

M.M. ACMC FIDUCIARY & NOMINEES BA
(ACMC)
FIDUCIARY CAPITAL MANAGEMENT
ESCROW ADMINISTRATION SERVICES

FREE INFORMATION

Because each escrow is unique, ACMC historically has not provided a standard schedule of fees. This is why it is important that a detailed instruction is submitted to ACMC by the prospective customer so that we fully can understand the required duties and responsibilities. Enclosed is our standard Agreement.

Once we have reviewed the instructions we will provide a written proposal reflecting the fees for our services. Fees will typically be applied to one or more of these four areas:

1. **ACCEPTANCE:** Initial review of the instructions, the account setup, and other startup duties as defined in the received instructions are included in the acceptance fees.
2. **ADMINISTRATION:** A fee will be charged for the ongoing administration of the duties and responsibilities outlined in the instructions and included in the Agreement. Periodic reports of the account activity and assets held are included in the administration fee.
3. **OUT-OF-POCKET EXPENSES:** Actual out-of-pocket expenses such as counsel fees (if required), cost of administration and management, will be billed at cost.
4. **ACTIVITY:** Some account activities will require transaction, investment, commission or other activity charges.
5. **LEGAL:** Fees will be charged at cost if and when applicable.

53

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Page: 1 Total Pages: 13

R P S

Date: 15.09.98 , Time: 23:02

**FIDUCIARY CAPITAL MANAGEMENT
ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, dated as of September 16th, 1998 ("Escrow Agreement") is by and between:

Stading Asset Management, an entity incorporated / individual residing in the Isle of Man;
("Depositor");

the Recipient(s) as described in the Written Instructions (Contracts for delivery of Collateral for the purpose of trading;
("Recipients"); and

M.M. ACOMC Fiduciary & Nominees BA, a Norwegian fiduciary institution organized as a syndicate of depositors, managed by M.M. ACOMC Administration BA and directed by M.M. Aug. C. Mohr & Cie. EF, Bankiers, as Fiduciary and Escrow Agent hereunder;
("Escrow Agent").

BACKGROUND

- A. Depositor and the Recipients have entered into Agreements (as amended, the "Underlying Agreements") enclosed with the "Written Instructions". Pursuant to same, the Underlying Agreements provides that the Depositor shall place a sum of United States Dollars 20,000,000,- (USD Twenty Million 00/00) in a segregated escrow account with a Prime Banking Institution to be held by the Escrow Agent for the purpose of the transactions as outlined in the Written Instructions.
- B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon, in accordance with the terms of this Escrow Agreement.
- C. Pursuant to the Underlying Agreements, Depositor and Recipients have each appointed the Representatives to represent them for all purposes in connection with the funds to be deposited with the Escrow Agent, as per the Underlying Agreements, and this Escrow Agreement.
- D. In order to establish the escrow of funds and to effect the provisions of the Underlying Agreements, the parties hereto have entered into this Escrow Agreement.

54

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Page: 2 Total Pages: 13

Handwritten initials: E J D.

Date: 15.09.98 , Time: 23:02

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows.

1. Definitions: The following terms shall have the Following meanings when used herein:

"Depositor Representative" shall mean Mr. Frederick Gilliland or any other person designated in a writing signed by the Depositor and delivered to the Escrow Agent and the Recipient Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to this Escrow Agreement together with any interest and other income thereon, which funds shall include, without limitation, the initial sum of United States Dollars Twenty Million 00/00 (USD 20.000.000,00).

"Escrow Period" shall mean the period commencing on the date hereof and ending on 16th September 1999. The period can be extended by mutual agreement.

"Written Direction" shall mean a written direction / instruction executed by the Representative(s) and directing Escrow Agent to taking actions pursuant to this Escrow Agreement.

"Recipient Representative" shall mean the representative of the party with whom the Depositor Representative have entered into agreement with as per the Underlying Agreements, or any other person designated in a writing signed by Recipient and delivered to Escrow Agent and the Depositor Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

2. Appointment of, and Acceptance of Escrow Agent. Depositor, Recipient and the Representatives hereby appoint and accept the Escrow Agent to serve as escrow agent here under. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Escrow Agreement.

55

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Page: 3 Total Pages: 13

Date: 15.09.98, Time: 23:02

- 3. Creation of Escrow Funds. On 16th September, 1998, or within reasonable time thereafter, Depositor will transfer the Escrow Funds to the Escrow Agent, by wire transfer of free, clean and clear funds, to the following account:

M.M. APMC Banque de Commerce Inc.,
 3601 Nations Bank Plaza,
 Charlotte, N.C. 28280
 f.f.c. to
 M.M. APMC Fiduciary & Nominees BA,
 Tuengen Allé 8, Vinderen, N-0374 Oslo
 F&N Sub. Account # AFN-211.5.607-SAS
 through:
 Nations Bank, N.A. Charlotte, N.C. 28280,
 Account # 0006.6982.9075
 Account Name: M.M. APMC Banque de Commerce Inc.
 ABA # 053000196
 SWIFT # NABKUS33CHA

- 4. Disbursement of Escrow Funds.

- a. Written Direction. Escrow Agent shall disburse Escrow Funds in accordance with the Written Directions / Instructions.
 - b. Expiration of Escrow Period. Upon the expiration of the Escrow Period, the Escrow Agent shall distribute, as promptly as practicable, the remaining Escrow Funds in accordance with the Written Directions / Instructions.
- All disbursements of funds from the Escrow Funds shall be subject to the claims of Escrow Agent and the Indemnified Parties (as defined below) pursuant to Section 9 below.

- 5. Suspension of Performance: Disbursement Into Court. If, at any time, there shall exist any dispute between Depositor, Recipient or the Representatives with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of Escrow Agent here under, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations here under, or if the Representatives have not within 30 days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 7 hereof, appoint a successor Escrow Agent to act here under, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

- a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute or

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56

Date: 15.09.98 , Time: 23:02

uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be);

- b. provided however, that Escrow Agent shall continue to invest the Escrow Funds in accordance with Section 6 hereof; and/or
- c. petition by means of an inter-pleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all funds held by it in the Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Escrow Agent in connection with the performance of its duties and the exercise of its rights here under.

Escrow Agent shall have no liability to Depositor, Recipient, their respective shareholders or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held in the Escrow Funds or any delay in or with respect to any other action required or requested of the Escrow Agent.

6. Investment of Funds. Escrow Agent shall invest and reinvest the funds held in the Escrow Funds as the Representatives shall direct (subject to applicable minimum investment requirements) by the furnishing of a Written Direction; provided however, that no investment or reinvestment may be made except in the following:
 - a. direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America;
 - b. certificates of deposit, guarantee instruments, letters of credit and medium term bank debentures issued by a major commercial bank in USA or NW Europe or a national banking association which certificates of deposit are insured by the Federal Deposit Insurance Corporation or a similar governmental agency;
 - c. repurchase agreements with a major commercial or national banking association or;
 - d. money market funds substantially all of which is invested in the foregoing investment categories.

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Page: 5 Total Pages: 13

57

Date: 15.09.98 , Time: 23:02

If the Escrow Agent has not received a Written Direction / Instruction at any time that an investment decision must be made, the Escrow Agent shall invest the Escrow

Funds, or such portion thereof as to which no Written Direction has been received, in investments described in clause (d) above. Each of the foregoing investments shall be made in the name of the Escrow Agent. No investment shall be made in any instrument or security that has a maturity of greater than one year. Notwithstanding anything to the contrary contained herein, the Escrow Agent may, without notice to the Representatives, sell or liquidate any of the foregoing investments at any time if the proceeds thereof are required for any release of funds permitted or required here under, and the Escrow Agent shall not be liable or responsible for any loss, cost or penalty resulting from any such sale or liquidation. With respect to any funds received by Escrow Agent for deposit into the Escrow Funds or any Written Direction received by the Escrow Agent with respect to investment of any funds in the Escrow Funds after eleven o'clock, a.m.CET., the Escrow Agent shall not be required to invest such funds or to effect such investment instructions until the next day upon which banks in NW Europe are open for business.

7. Resignation and Removal of Escrow Agent. Escrow Agent may resign from the performance of its duties here under at any time by giving ten (10) days' prior written notice to the Representatives or may be removed, with or without cause, by the Representatives, at any time by the giving of ten (10) days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent. The retiring Escrow Agent shall be discharged from its duties and obligations under this Escrow Agreement, but shall not be discharged from any liability for actions taken as Escrow Agent here under prior to such succession. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall transfer all funds held by it in the Escrow Funds to the successor Escrow Agent after deduction of fees and costs due.

8. Liability of the Escrow Agent.

a. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for the Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent

58

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Date: 15.09.98 , Time: 23:02

shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow

- b. Funds are deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceedings. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties here under, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion of such council.
- c. The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case any order, judgement or decree shall be made or entered by any court affecting the property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal council selected by it, is binding upon it without the need for appeal or other action, and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgement or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification of the Escrow Agent. From and at all times after the date of this Escrow Agreement, Depositor and Recipient, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless the Escrow Agent against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever incurred by or asserted against the Escrow Agent.

The parties agree that neither the payment by Depositor or Recipient of any claim by the Escrow Agent for indemnification here under nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by the Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Depositor and Recipient, the respective rights and obligations of Depositor, on the one hand, and Recipient, on the other hand, under the Underlying Agreements.

10. Fees and Expenses of the Escrow Agent. Depositor and Recipient shall compensate the Escrow Agent for its services here under in accordance with Schedule A attached hereto and, in addition, shall reimburse the Escrow Agent for all of its reasonable out-

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Page: 7 Total Pages: 13

59

Date: 15.09.98, Time: 23:02

of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery

charges), copying charges and the like. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Depositor and / or Recipient, upon demand by Escrow Agent. The obligations of Depositor and Recipient under this Section 10 shall survive any termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

Escrow Agent is authorized to, and may, disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable here under (including any amount to which Escrow Agent or any Indemnified Party is entitled to seek indemnification pursuant to Section 9 hereof.) Escrow Agent shall notify the Representatives of any disbursement from the Escrow Funds to itself or any Indemnified Party in respect of any compensation or reimbursement here under and shall furnish to the Representatives copies of all related invoices and other statements. Recipient, Depositor and the Representatives hereby grant to Escrow Agent and the Indemnified Parties a security interest in and lien upon the Escrow Funds and all funds therein to secure all obligations here under to the Escrow Agent and the Indemnified Parties. If for any reason funds in the Escrow Funds are insufficient to cover such compensation and reimbursement, Depositor and Recipient shall promptly pay such amounts to Escrow Agent or any Indemnified Party upon receipt of an itemized invoice.

11. Representations and Warranties: Legal Opinions.

a. Depositor makes the following representations and warranties to the Escrow Agent:

(i) Depositor (for corporations and partnerships: the corporation/partnership) is duly organized at its place of registration / domicile, validly existing, and in good standing under the laws of its place of registration / domicile, and has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations here under;

(ii) This Escrow Agreement has been duly approved by all necessary corporate action of the Depositor, including any necessary shareholder approval, has been executed by duly authorized officers of Depositor, and constitutes a valid and binding agreement of Depositor, enforceable in accordance with its terms.

(iii) The execution, delivery, and performance by Depositor of this Escrow Agreement is in accordance with the Underlying Agreement and will not

60

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Date: 15.09.98, Time: 23:02

violate, conflict with, or cause a default under the articles of incorporation or bylaws of Depositor, any applicable law or regulation, any court order or

administrative ruling or decree to which Depositor is a party or any of its property is Subject, or any agreement, contract, indenture, or other binding arrangement, including without limitation the Underlying Agreement, to which Depositor is a party or any of its property is subject.

(iv) Mr. Frederick Gilliland has been duly appointed to act as the representative of the Depositor here under and has full power and authority to execute, deliver, and perform this Escrow Agreement, to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as the Depositor Representative under this Agreement, all without further consent or direction from, or notice to, Depositor or any other party.

(v) No party other than the parties hereto have, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

(vi) All of the representations and warranties of Depositor contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement from the Escrow Funds.

b. Depositor warrants that the Recipient, through the Underlying Agreements, represents and warrants to the Escrow Agent that all of the in Section 11a stated conditions are adhered to.

12. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceedings relating to or arising from this Agreement, the parties hereto agree that the courts of London, UK shall have the sole and exclusive jurisdiction over any such proceeding. The parties hereto waive any objection to the venue. The parties hereto agree to accept service or process to vest personal jurisdiction over them in the named court.

13. Notice. All notices and other communications here under shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

M.M. Aug. C. Mohr & Cie. is the logo for the ACMC Group of companies, headed by M.M. Aug. Mohr & Cie. HF, Benelux and M.M. Aug. C. Mohr & Cie. International Ltd, Norway operations by M.M. Aug. C. Mohr & Cie. Holding AS and ACMC subsidiaries. UK operations by M.M. ACMC Private Bank Ltd. US operations by M.M. ACMC Banque de Commerce Inc. For international inquiries: Tel: 0047.2214.1466, Fax: 0047.2214.0221, Telex: 0056.74600 Mohr N, E-Mail: HYPERLINK mail to: _____ or contact your local representative.

61

Date: 15.09.98 , Time: 23:02

To Depositor at: Sterling Asset Services Ltd,
P.O. Box 137
Douglas, Isle of Man
Attn: Mr. Frederick Gilliland
Facsimile Number: 0044.171.278.5401

To the Depositor
Representative at: As above

To the Escrow
Agent at: M.M. Fiduciary & Nominees BA,
Fiduciary Client Dep. as Escrow Agent
Tuengen Allé 8, Vinderen,
N-0374 Oslo
Facsimile #: 00.47.2214.0221
Telex #: 0056.74600 MOHR N
E-Mail: acmc@online.no

or to such other address as each party may designate for itself by like notice.

- 14. Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only in writing, signed by the Representatives and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- 15. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable UK laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.
- 16. Governing law. This Escrow Agreement shall be construed and interpreted in accordance with the laws of the United Kingdom without giving effect to the conflict of laws principles thereof.
- 17. Entire Agreement. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of the Escrow Agent with respect to the Escrow Funds.
- 18. Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time shall be binding upon, inure to the benefit of and be enforceable by the

62

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Date: 18.09.98, Time: 23:02


respective heirs, successors and assigns of the Depositor, Recipient, the Representatives and the Escrow Agent.

- 19. Execution in Counterparts. This Escrow Agreement and any Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.
- 20. Termination. Upon the first to occur of the disbursement of all amounts in the Escrow Funds pursuant to Written Directions or the disbursement of all amounts in the Escrow Funds into court pursuant to Section 5 hereof, this Escrow Agreement shall terminate and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.
- 21. Dealings. The Escrow Agent and any director, officer or senior staff of the Escrow Agent may deal in any of the securities of the Depositor or Recipient and become pecuniarily interested in any transaction in which the Depositor or Recipient may be interested, and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Depositor or Recipient or for any other entity.

THE DEPOSITOR'S REPRESENTATIVE ACKNOWLEDGES THAT THE DEPOSITOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

DATED: September 16th, 1998

DEPOSITOR : STERLING ASSET SERVICES LTD.,
 Douglas, Isle of Man
 By: 
 Mr. Frederick Gilliland

ESCROW AGENT : M.M. ACMC FIDUCIARY & NOMINEES BA
 Tuengen Allé 8, Finkenstern, NO-0374 Oslo.
 By: 
 Chr. A.W. Mohr, President

In Witness Whereof, due value has been received and the parties hereto have caused this agreement to be executed by their respective Authorized Officers as of the Day and Year first written above.

63

SEAL

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Date: 21.09.96 , Time: 16:38

Witnessed :

Witnessed :

HPD-VI-5.512-SAS-9801

**M.M. ACOM FIDUCIARY & NOMINEES BA
(ACMC)
FIDUCIARY CAPITAL MANAGEMENT
ESCROW ADMINISTRATION SERVICES**

UNDERLYING AGREEMENT # 1:

The Parties hereto as written below, subject to the "Fiduciary Escrow Agreement" have provided the following " Underlying Agreement # 1"

1. The sums deposited shall be consistent with settlements by the recipient and supplier of the Trading Program. The sum, equal to face value of the deposit, shall be held in the Escrow Account for the duration of the Agreement.
2. Collateral being traded as a consequence of the deposit shall be issued by The Federal Reserve Bank (T-Bills) or by N.W. European Banks / US Banks rated AA or better.
3. If the Escrow Agent cannot confirm satisfactory initiation of the transaction with the Program Manager within 10 banking days after receipt of the agreed deposit, the Depositor may cancel the transaction.
4. The Depositor understands and agrees that any collateral traded can only be used as such and cannot be discounted or sold unless or until the depositor provides full cover for the collateral at the Issuing Bank. Collateral in the Trading Program are traded at a margin.
5. The Depositor understands and agrees that any divergence from this Agreement with items described herein will cause this agreement to be null and void, as all deposits for fees and costs shall be considered earned.
6. The Depositor understands and accepts that the ICC's rules of Non-Disclosure and Non-Circumvention govern and apply to this Agreement.
7. The Escrow Funds shall be held in a segregated Escrow Account with a prime banking institution to be operated by the Fiduciary Agent for the purpose of the transactions as outlined above.
8. The Depositor waives the Fiduciary Agreement para. 6d. in as much as the funds invested shall not be invested with funds from a 3rd party, in a Mutual Fund, in a Unit Trust or similar as to avoid any co-mingling of the invested amounts. The Escrow Account shall reflect all and any amount deposited, earned, paid, transferred or received inclusive of the debits charged by the Fiduciary Agent.

64

M.M. Aug. C. Mohr & Cie. is the logo for the ACOM Group of companies, headed by M.M. Aug. Mohr & Cie. SF, Banquier and M.M. Aug. C. Mohr & Cie. International Ltd. Norway operations by M.M. Aug. C. Mohr & Cie. Holding AS and ACOM subsidiaries. UK operations by M.M. ACOM Private Bank Ltd. US operations by M.M. ACOM Banque de Commerce Inc. For international inquiries: Tel: 0047.2214.1466, Fax: 0047.2214.0221, Telex: 0056.74600 Mohr NY, E-Mail: HYPERLINK mail to: or contact your local representative.


Date: 21.09.98, Time: 16:38

9. Further Agreements executed with the Program Manager shall be constituted as "Underlying Agreement # 2" and the Escrow Agent shall include such agreements herein and abide by such instructions as stipulated in such Agreements.

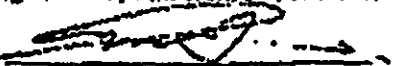
THE PARTIES ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS UNDERLYING AGREEMENT.

DATED: September 16th, 1998

DEPOSITOR : STERLING ASSET SERVICES LTD.,
Douglas, Isle of Man

By: 
Mr. Frederick Gilliland

ESCROW AGENT : M.M. ACMC FIDUCIARY & NOMINEES BA
Tuengen Allé 8, Vinderen, N-0374 Oslo.

By: 
Chr. A.W. Mohr, President

M.M. ACMC Fiduciary & Nominees BA
HPD-VI: 5.512 SAS-9801

65

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Date: 21.09.98 , Time: 16:03

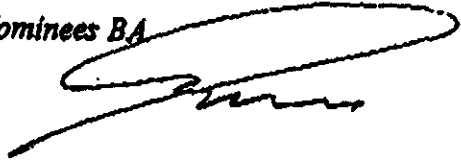
There are no further charges imposed in respect of the Escrow Agreement.

Yours Sincerely,

M.M. A.C.M.C. Fiduciary & Nominees BA

A.C.W. Mohr, President

HPD-VI: 5.512 SAS-9802



69

M.M. Ang. C. Mohr & Cie. is the logo for the A.C.M.C. Group of companies, headed by M.M. Ang. Mohr & Cie. EF, Banquiers and M.M. Ang. C. Mohr & Cie. International Ltd. Norway operations by M.M. Ang. C. Mohr & Cie. Holding AS and A.C.M.C. subsidiaries. UK operations by M.M. A.C.M.C. Private Bank Ltd. US operations by M.M. A.C.M.C. Banque de Commerce Inc. For international inquiries: Tel: 0047.2214.1466, Fax: 0047.2214.0221, Telex: 0056.74600 Mohr N, E-Mail: HYPERLINK mail to: HYPERLINK or contact your local representative.

STERLING ASSETT SERVICE, LTD.

24 Athol Street
Douglas
Isle of Man

4985 34th Street E. Suite 164
St. Petersburg, FL 33711

Date: 9/18/98

Attention : THE PROGRAMME ADMINISTRATOR.

**STATEMENT
as to
NON-SOLICITATION.**

Transaction Code : STILL BUILD/STERLING
Security Code : ACMC MOHR

Dear Sir,

We, Sterling Asset Service, Ltd., a corporation legally established according to the laws of Isle of Man, having its Registered Office at 24 Athol Street, Douglas, Isle of Man, hereby declare and certify that in relation to the application identified by the captioned Codes, that we have made the subject application of our own volition, and in our capacity as a "sophisticated investor", perfectly well aware of the modus of such programmes as might ensue in successful completion of the envisaged investment.

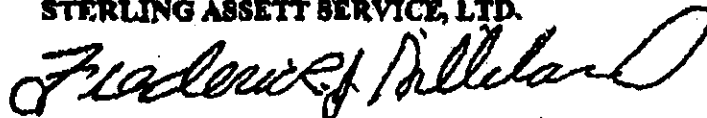
We further state that we have not been solicited to make an application, and have been offered no inducement to prepare documents as required by the transaction contemplated by the captioned Codes.

By execution of this document, we confirm that:-

- (i) We have a comprehensive understanding that the planned financial strategy is strictly one of Private Placement, and is not governed in any manner by the United States of America Securities Act of 1983, or related regulations.
- (ii) We understand that the contemplated financial strategy does not involve the sale of registered securities.
- (iii) We are not a Licensed Broker or Government employee.
- (iv) The contemplated financial strategy involves a Private Placement transaction which is not intended for the general public, and that all materials or interests in such a transaction are exclusively for private use.

Yours truly,

STERLING ASSETT SERVICE, LTD.



Frederick J. Gilliland
Manager/Director
Canadian passport number VB210882

107