BILAG NR 5 (s. 1-89)

230916 WHISTLEBLOWER FILING

For the attenttion of:

DC Mark Loftus I **Fraud Squad**
Organised Crime Command (SC&O7)
2nd floor Ocean Block, Cobalt Square, 1 South Lambeth Road, Nine Elms, London, SW8 1SU

Dear Mr. Lofthus,

It has been brought to my attention that you are investigating the "Hertsmere Tower" case, among others involving a former officer of Credit Suisse, Mr. Hans Olav Eldring.

Enclosed please find a so called IRS Whistleblower form, i.e. Application for Award for Original Information sent to the Internal Revenue Service, USA. The documents enclosed for this purpose may include information of interest to your ongoing investigation into the abovementioned Hertsmere Tower case, or otherwise also be of interest. .

There is addittional information on this matter in Norway, which we possibly could share with yourselves. We are naturally interested in any information you might have that could be used as evidence in my case in Norway, particularly pertaining to Mr. Hans Olav Eldring and his work for various Swiss companys and banks..

My lawyers in Norway: The lawfirm of Elden&Co, Mr. John Christian Elden and Mr. Håkon J. Hassel, are copied into this email for your easy reference, as well as for the purpose of handling further coordination, exchange of information etc. should that be your preference.

My phone number is +47 93412907.

Best regards,

Hans Eirik Olav

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Form **211** (March 2014)

Department of the Treasury - Internal Revenue Service

Application for Award for Original Information

OMB Number 1545-0409

Date Claim received

Claim number *(completed by IRS)*

1. Name of taxpayer (include aliases) and any related taxpayers who committed the violation
SEE ENCLOSED

2. Last 4 digits of Taxpayer Identification Number(s) *(e.g., SSN, ITIN, or EIN)*
SEE ENCLOSED

3. Taxpayer's address, including ZIP code
SEE ENCLOSED

4. Taxpayer's date of birth or approximate age
SEE ENCLOSED

5. Name and title and contact information of IRS employee to whom violation was first reported, if known

6. Date violation reported (in number 5), if applicable

7. Did you submit this information to other Federal or State Agencies
☐ Yes ☒ No

8. If yes in number 7, list the Agency Name and date submitted

9. Is this ☒ New submission or ☐ Supplemental submission
If a supplemental submission, list previously assigned claim number(s)

10. Alleged Violation of Tax Law *(check all that apply)*

☐ Income Tax ☐ Employment Tax ☐ Estate & Gift Tax ☐ Tax Exempt Bonds
☐ Employee Plans ☐ Governmental Entities ☐ Exempt Organizations ☐ Excise
☐ Other (identify) MONIES HELD ANONYMOUSLY IN SWISS BANK ACCOUNTS

11. Describe the Alleged Violation. State all pertinent facts to the alleged violation. (Attach a detailed explanation and include all supporting information in your possession and describe the availability and location of any additional supporting information not in your possession.) Explain why you believe the act described constitutes a violation of the tax laws
SEE ENCLOSED

12. Describe how you learned about and/or obtained the information that supports this claim. *(Attach sheet if needed)*
SEE ENCLOSED – ALSO ON ADVISE/LEGAL DISCUSSIONS

13. What date did you acquire this information 2009 - 2016

14. What is your relationship (current and former) to the alleged noncompliant taxpayer(s)? Check all that apply. *(Attach sheet if needed)*

☐ Current Employee ☐ Former Employee ☐ Attorney ☐ CPA
☐ Relative/Family Member ☐ Other (describe) BUSINESS ASSOCIATE

15. Do you still maintain a relationship with the taxpayer ☐ Yes ☒ No

16. If yes to number 15, describe your relationship with the taxpayer

17. Are you involved with any governmental or legal proceeding involving the taxpayer ☐ Yes ☐ No UNSURE - SEE ENCLOSED

18. If yes to number 17, Explain in detail. *(Attach sheet if needed)*
SEE ENCLOSED

19. Describe the amount of tax owed by the taxpayer(s). Provide a summary of the information you have that supports your claim as to the amount owed (i.e. books, ledgers, records, receipts, tax returns, etc). *(Attach sheet if needed)*
TO BE DETERMINED BY IRS

20. Fill in Tax Year (TY) and Dollar Amount ($), if known
TY ____ $ ____ TY ____ $ ____ TY ____ $ ____ TY ____ $ ____ TY ____ $ ____

21. Name of individual claimant
HANS EIRIK OLAV

22. Claimant's date of birth *(MMDDYYYY)*
06/30/1956

23. Last 4 digits of Claimant's SSN or ITIN

24. Address of claimant, including ZIP code
HAAKON DEN GODES VEI 14, 0373 OSLO, NORWAY

25. Telephone number *(including area code)*
+47 934 12 907

26. Email address heolav@gmail.com

27. Declaration under Penalty of Perjury I declare that I have examined this application, all accompanying statement and supporting documentation, and, to the best of my knowledge and belief, they are true, correct, and complete

H. E. Olav
Signature of Claimant

19 SEP 2016
Date

VEDLEGG 1 til Whistleblower filing (s.3-6)

THULE DRILLING – A SHORT SUMMARY

In 2007/2008, Hans Eirik Olav – Chairman in Thule Drilling – was in charge of the Company's efforts to avoid bankruptcy. The rescue operation was successful, for the shareholders and its creditors. Assets valued at USD 550-600 million were saved. The rig company honored the rescue operation with a success fee of USD 6 million.

Three years later and one year after Olav resigned as Chairman, in September 2010, the company went bankrupt. The Oslo Probate Court handed over the estate to a liquidator, the law firm Ro Sommernes, which had been instrumental in the establishment of the company in 2005. The first Chairman of the company was Henrik Christensen, a lawyer and partner in Ro Sommernes. During his tenure as Chairman, Ro Sommernes acted as the company's self-appointed legal advisor. This engagement ended in the summer of 2007 when problems for the company became strenuous, as was the relationship between Hans Eirik Olav and Christensen, with the former replacing Christensen as Chairman of Thule Drilling.

Because the law firm of Ro Sommernes had such a distinct self-interest in the bankruptcy of the company – on top of its + 30 years close connection[1] with the Probate Court – it appears likely that the law firm requested the court in Norway to become the liquidator for the bankruptcy estate. By becoming the liquidator, the law firm obtained control over the information flow and could easily cover up its participation in the illicit tapping of funds from Thule in the period up to the summer of 2007.

In this connection it should be noted that the law firm of Ro Sommernes, among other things, denied Thule access to company documents which were in the possession of its partner Christensen. First, the law firm argued that Christensen had erased all e-mails more than 4 months old, which in itself is extraordinary as the law requires company files to be kept for 10 years. Later they argued that Christensen's PC had "crashed". Ro Sommernes finally went to court to prevent Thule and Thule's new Chairman, Hans Eirik Olav, from getting access to Thule documentation, and – for unexplainable reasons – the court gave them the right to keep these documents hidden from Thule, documents which contained the law firm and Christensen's dealings in Thule. When the law firm a few years later (September 2010) succeeded in getting the appointment of liquidator for the Thule bankruptcy estate, Ro Sommernes succeeded in having complete control over the information flow associated with Thule Drilling. In other words, this law firm acquired complete control over the company they were instrumental in establishing and thereafter tapped for monies/funds.

In connection with their work as liquidators and unlawful holder of parts of the Thule archives – archives which could have revealed the law firm's criminal activities related to the company in question – the liquidator found it prudent to file criminal charges against myself based on alleged wrongful behavior/willful misconduct. These false accusations – which could have been rejected with ease if the law firm/court had granted me access to its "secret" files – were instigated for the sole purpose of silencing me in my criticism over their role as liquidators of a company which in fact was established by one of the law firm's/liquidator's partners, and thus to prevent me from disturbing their role as liquidators, a position which for the past 5 years has given the law firm further opportunities to drain monies from Thule.

The criminal charges are based on a willful deception and wrongful description of the rescue operation in 2007/2008. In short the liquidator refused to admit that a rescue operation had indeed

[1] The law firm has been among the Oslo Probate Court's first choice of liquidators for many years.

taken place. As a consequence of this denial, both the liquidator and later on the Økokrim[2] and the courts refuse to evaluate the value of the work that was done and which saved the company from bankruptcy. On this wrongful premise, the liquidator could argue that the company had paid[3] a success fee without legal merit. The criminal charge is thus a falsification, most likely motivated by fear of being criminally pursued themselves.

Also with respect to our petition for disclosure in the estates documents, Ro sommernes have been successful in denying such legal actions. After more than 4 years of procrastinations and delays, I was finally informed by the state attorney that I would be allowed to review this documentation, only to be denied this a few weeks later, after the state attorney/prosecutor had discussed the matter with the liquidator, i.e. a direct and clear violation of my right to a fair trial according to UN resolutions and the European Convention on Human Rights, Article 6. The Norwegian courts did nothing to prevent this and remedy the situation.

These documents – which could disclose the law firms role and actions, and which would exonerate the defendant, me – therefore remain unavailable/secret to me, now also with the active participation of the state prosecutor and the Norwegian courts.

The SFO/prosecutor (investigator and prosecutor is one and the same in Norway) willingly let itself be used by the law firm of Ro Sommernes, to which they have close ties (e.g. both the law firm as well as SFO has one representative each in the Norwegian Advisory Council on Bankruptcy, an institution established and still controlled by Knut Ro, partner with Mr. Christensen in Ro Sommernes, and in 2011 I was – as indicated – charged on the basis of events associated with the abovementioned rescue operation.

During court proceedings in Oslo in October and November 2015, in the so called BOD civil damage suit related to Thule Drilling, the auditor for the estate reluctantly admitted under oath,[4] that the premise and conclusions, which form the basis for the criminal charge made against myself, was wrong, and therefore – and on a continuous basis – had been wrongfully presented in the liquidators reports to the courts, in the criminal charge and in the prosecution of myself.

In essence, the auditor for the estate declared to the court that he was aware of the fact that the basis for the charges against me failed, and that by being part of the filing of criminal charges he therefore acted willfully against his better judgment and the Norwegian penal code § 223. As will be evident from what follows below, this admission of guilt has nevertheless had no consequences for the liquidator, its auditor or judges involved in the matter. On the contrary, the police and state prosecutor, as well as the courts continue their quest to demolish the defendant, i.e. me, based upon information that has been quashed by the very person behind the criminal charges.

The undersigned was subsequently sentenced to 4 years imprisonment in January 2015. The first court of appeal has rejected my right to an appeal in accordance with the European Convention on Human Rights and the UN provisions for a fair trial. The appeal to the Supreme Court in Norway was submitted on 7th July 2016. The charges against the undersigned are easy to refute, and substantial amounts of evidence submitted to the courts, firmly establish my innocence.

[2] The Norwegian National Authority for Investigation and Prosecution of Economic and Environmental Crime, comparable to the role of the Serious Fraud Office. For the sake of clarity I will use this term when referring to Økokrim.

[3] A success fee was paid shortly after the successful rescue operation had been carried out.

[4] His testimony has been recorded on tape.

During this process, the SFO/state prosecutor has selected evidence at its own will and kept evidence in my favor from entering the case. They have manipulated evidence and they have refused to investigate the presentation of documented evidence which would exonerate the defendant. Because all investigation measures are done at the sole discretion of the SFO/state prosecutor (I reiterate that this is one and the same person/institution), important investigative actions – based on written documentation provided by the defendant, is simply shelved/put into a drawer permanently, with the knowledge and consent and cooperation of the courts.

Furthermore, the courts has allowed the prosecutor to present all its chosen witnesses, 10-15 in number, while the defendant has been denied each and every witness submitted to the courts. The violations of the defendant's basic human rights in accordance with above mentioned bodies are many and unquestionable. Based upon the facts that the courts refuse to hear my witnesses, refuse to have key-circumstances investigated, and refuse to take into account that the person behind the criminal charges against me has admitted and declared – in court – that there were no grounds for the charges against me, there is sufficient evidence to support the claim that courts are actively and willfully participating to ensure that violations of these human right conventions can continue, and thus that the courts willfully are preventing and obstructing due process.

For more than 5 years the accused and his family have been subjected to a continued unlawful persecution from a powerful public legal system, which appears to be impossible to correct, not even after declarations – such as by the auditor of the estate – which completely exonerate the grounds for criminal behavior by the defendant.

The defendant has taken steps to file criminal complaints against the SFO/state prosecutors for a number of breaches of the Norwegian penal code. The Special Police Investigative Unit have dismissed this without further investigation in spite of the fact that the allegations/charges against the state prosecutor are numerous and solid. Perhaps this is to be expected when the police is being asked to investigate its own people. The dismissal statistics in cases handled by the Special Unit is one sided and cannot be interpreted other than that the corruption within the police and state prosecutors are deeply rooted, and accepted as being "order of the day"within the system.

The defendant has had to initiate criminal charges against the leader of the Police Special Unit, requesting that another competent body treats these charges. The leader of the special Unit has subsequently handed the case over to a colleague in the same police district. The process is thus made into a farce, where the defendant and his family's life situation is made a mockery of at police headquarters.

The above represents a small piece of the miscarriage of justice which has been allowed to unfold over the past 5 years; a legal situation which can best be described as a soccer game where one team is allowed to «grab the ball with its hands», can ignore offside rules and gets a penalty kick every time the opponent, in this case me, complains to the referee, i.e. the prosecutor and the judge. In other words, it's a fight in which everything goes for the police, prosecutor and the courts, and any and all correctional attempts for a fair fight leads to expulsion and free kicks against the opposition. In reality there is no fight when one of the contenders is being bound, torn apart and trodden on, and is restricted to – at best – watch and observe what is taking place.

It is the defendant's conclusion that the treatment of the defendant confirms widespread and fundamental failure within the Norwegian police- and state prosecution authorities, as well as in the courts. The first and foremost requirement for a functioning democracy and legal system – equality before the law – is not followed. As is documented in my criminal complaint, the problem is rooted in continuous breaches of (and thus a contempt of) the Criminal Code, Criminal Procedure Act, Administration of Courts Act, and the Norwegian Constitution.

Therefore, it would appear that the main task of Norwegian judges has shifted, most likely due to the legislative and executive branches' failure to act in accordance with the principle of separation of powers. The judicial power's main task is no longer to protect the civilians against wrongdoings/criminal behavior by public officials, but rather be handpicked when deemed necessary by government and/or the Parliament, this to cover up abuse and outright criminal behavior committed by the police, state prosecutors or other public institutions during the course of their respective activities. In other words, the courts are used by the central administration to cover up any public failure (willful or unintended), and in so doing protect (by seemingly trustworthy court decisions) state interests and activities irrespective of the lawfulness of the given interest or activity.

The courts/judiciary are often mentioned as the last bulwark against tyranny. When that bulwark fails – which my case demonstrates is the case in Norway – democracy is lost, and with it essentially all human rights. Therefore and as long as this case stays inside the boundaries of Norway, factually and publicly, the police, state prosecutor and the courts may get away with this miscarriage of justice.

Further information (some in English/some in Norwegian) on: www.thuledrilling.info

Heo – July 2016

VEDLEGG 2 til Whistleblower filing (s.7-11)

Summary of activities in Switzerland

Mr. Olav is in possession of email exchanges and documents pertaining to the closing of various accounts in Switzerland involving Strategic Alliances Corporations (SAC); officers of Profilgest (Mr. Claude Tournaire, Mr. Hans Olav Eldring and Mrs. Rebecca Bouëdec); and certain Swiss banks. These documents include a memo from a meeting between Mr. LeKarz and Mrs. Bouëdec, in which references are made to the Saudi Royal family (specifically HRH Prince Misha'al) owning 85 % of SAC and LeKarz 15 %. (Enclosed in Norwegian)

Furthermore, in the fall of 2009 the owners/officers of Profilgest and the Swiss Bank Julius Baer were in trouble, presenting Mr. LeKarz with the option of either signing a W-9 form (which is a voluntarily disclosure for US Citizens to the IRS), or close down all the mentioned "unnumbered" (anonymous) accounts pertaining to Profilgest, SAC and Julius Baer. For reasons explained below, the latter option (suggested by Profilgest and Julius Baer and adopted by LeKarz/SAC) could seem to constitute an act meant to conceal the existence of these accounts from the US authorities, i.e. IRS, as well as the Saudi ownership interests in same.

As a gesture of goodwill towards Mr. LeKarz, Julius Baer and Profilgests principal officers, Mr. Tournier and Mr. Eldring, as well as members of the Saudi Royal family, Mr. Olav was asked and agreed to put his name and reputation on the line to protect the abovementioned entities. It now appears that Mr. Olav has been (mis)used as a conduit to accomplish the above, with a promise that the solution was temporary and that the accounts, and in particular the metal account, would be administered by the rightful owners, i.e. the Saudis. Nothing of the sort took place, and Mr. Olav was left with the responsibility of protecting the interests of Profilgest, that is messrs. Eldring and Tournier, as well as those of Julius Baer, indeed the integrity of the entire Swiss banking system and the Swiss authorities.

Based on information provided by Mr. LeKarz and his Swiss lawyers to Mr. Olav and his Norwegian lawyers, Profilgest had/has a client list of about 200 individuals; consisting mainly of US, European and Norwegian citizens. Through information provided by Mr. Eldring, subsequently Mr. LeKarz, Mr. Olav is in possession of a number of named clients on this list. Through Profilgest, many of these clients used their unnumbered accounts to invest in portfolios held and managed by, among others, UBS, Credit Suisse and Julius Baer, "right under the nose" of the IRS. This concealed investment scheme continued for those clients who chose to close down and move their accounts elsewhere, i.e. to smaller Swiss banks or out of the Swiss banking system entirely, aided by Profilgest and these larger Swiss banks, i.e. much the same procedure as in SACs case.

It has come to our attention that Mr. Eldring is currently undergoing investigations by Scotland Yard Fraud Squad in connection with fraudulent activities involving tens of millions of Euros while acting as an officer of Credit Suisse. In this regard Mr. Eldring is suspected of having defrauded high ranking Saudi Arabian officials in a property scam in London.

Norwegian prosecutors have built their case against Mr. Olav on the notion that he was the true owner of SAC, together with Mr. LeKarz. To cement this notion the prosecutors have gathered and most likely contributed to the fabrication of false testimonies from Mr. Tournair, Mr. Eldring and Ms. Bouëdec. These testimonies were subsequently misused by Swiss and especially Norwegian authorities to falsely claim to the Norwegian courts that the reason for

Se vedlegg 10 til Whistleblower filing

what happened in the fall of 2009 (closing of accounts and dissolution of SAC) was that Mr. Olav and Mr. LeKarz felt the heat of Thule's new Chairman's warning that an imminent investigation was under way, and thus were eager to cover up/remove any traces that could backfire. If the Norwegian court that sentenced Mr. Olav had been told the truth – that this whole operation was instigated by Julius Baer and Profilgest, due to requests/demands from IRS – Mr. Olav would most likely be a free man today. Instead this evidence was concealed from the Norwegian courts by the Norwegian police and prosecutors, for obvious reasons: They would have no case against Mr. Olav if they told the truth to the courts.

Following individuals were involved in the secret meetings with Swiss prosecutor Claudio Mascotto:

Elisabeth Harbo Lervik – Norwegian police and state prosecutor (picture enclosed)
Petter Nordeng – Norwegian police and state prosecutor (picture enclosed)
Trond Eirik Schea – Norwegian police and state prosecutor (picture enclosed)
Egil Naustvik – Investigator Norwegain police
Erik Sandtrø – Lawfirm Ro Sommernes (liquidator for Thule Estate – picture enclosed)
Per Ødegaard – Accountant for the Thule Estate

All or some of the above individuals participated in the said meetings in Switzerland where the implementation of actions described and documented in this memo took place.

In light of Mr. Olav's precarious position of having to serve 4 years in prison due to false testimonies given by the abovementioned officers of Profilgest, including the fact that no one seems able or willing in helping Mr. Olav with available and appropriate much needed evidence, Mr. Olav has decided to disclose all details of the above described circumstances to the IRS, The USA Department of Justice, Swiss fraud and money laundering authorities (MROS), and Scotland Yard Fraud Squad. The objective is obviously to initiate a broad international investigation which most likely will produce the needed documentation in regards to the true ownership of SAC, as well as bring to light what actually has taken place in Switzerland in this matter.

Although it stands as inevitable that the above mentioned entities and individuals, as well as all documents relating to the aforementioned accounts and what actually took place in Switzerland in this matter – will be exposed, this should not be regarded as harmful or damaging to anyone, including Profilgest's Swiss banking contacts (UBS, Credit Suisse, Julius Baer) as long as it becomes clear that the decision to close and transfer the above mentioned accounts was made openly and honestly in accordance with international law. Should the circumstances surrounding this continue to be suppressed, which then would indicate that the closing and transfer of the accounts was nothing but a cover-up to avoid IRS/others looking into the client list of Profilgest, then – of course – the picture is somewhat different.

In such case, it would appear that a secret onerous deal has been struck between certain actors in this matter, including Norwegian and Swiss officials. Mr. Olav also realize and have in his possession evidence that the case in Switzerland against Mr. LeKarz was "kept under wraps" so that the Swiss banks and Swiss authorities could avoid having to deal with IRS, the US Justice Department and others in what would appear to be a cover up of illegitimate practices by Profilgest, Swiss banks, and now also Swiss authorities. In other words; Swiss and Norwegian authorities coerced the actors in this play and committed a crime when covering

up the extensive cross-border fraud and money laundering activities carried out by Profilgest, its officers and/within the Swiss banking system. A huge scandal was thus suppressed by loading everything upon Mr. Olav's shoulders. Add to this that Norwegian prosecutors (Økokrim), secretly, willingly and knowingly participated in these proceedings with the Swiss authorities, Mr. Eldring and Mr. Tournier, and the Liquidator of the Thule Bankruptcy Estate, thereby defusing their own illegitimate actions, and in so doing ensured that Mr. Olav was left "holding the bag for everyone else"

FURTHER INFORMATION ON THE SWISS CONNECTION

In addition to being a *domiciliation agent* that also ran a financial advisory and consultancy firm, Profilgest made it possible for their clients (who had been allotted/provided with anonymous bank accounts in Swiss banks by Profilgest) to be able to participate in investment activities by Profilgest. This firm sold UBS', Crédit Suisses' and other large Swiss banks' financial products to Profilgest's customers. In other words, Profilgest was active in the marketing and sales of Swiss bank services with funds that were controlled and administered through anonymous accounts in UBS, Crédit Suisses and other large Swiss banks where Profilgest acted like fictitious owners of the said accounts. This went on with the blessing of UBS, Crédit Suisses and the other Swiss banks.

When it turned out that a large part of these investment services suffered major losses, plus that Eldring, and perhaps also Tournaire, emptied the/drained money out of the anonymous accounts – i.e. embezzlement – strong disapproval arose from, amongst others, American clients. However, because it concerned unlawful activities (in the eyes of the IRS), there was little that the Americans or other clients could do about Eldring's and Tournaire's embezzlement activities (which the large banks knew about and thus had approved of). The consequence of this (lack of corrections/correctives) was that the operation – and the losses – were hushed up about and thus Tournaire and Profilgest received enough room to be able to erase all traces of this and liquidate or cover up the entire operation without risking incurring claims for compensation or criminal prosecution.

The desire/need to cover up these matters, including Tournaire's and Profilgest's extensive money laundering operations, appears to be the cause for the secret proceedings in Switzerland that were carried out against Olav for more than 1.5 years, and that also forms the foundation for the covering up operation that Økokrim and the trustee had done to get him convicted. As documentation for the long standing secret proceedings against Mr. Olav in Switzerland, a portion of the interrogation record is attached:

Relevant documents: Among others Interrogation record from the district attorney in Genève dated and signed 8 January 2014

These interrogation records were never offered or submitted to Olav's defense lawyers, together with more than 20 binders of material from the proceedings in Switzerland which the abovementioned officers and representatives for the Thule Estate has successfully denied Olav access to for the past 5 years.

The records show how the whole process was rigged, where the ones making the charges against Olav (representatives of the law firm Ro Sommernes) have been allowed to work together with Norwegian investigators and a certain Swiss prosecutor Claudio Mascotto, in Switzerland and conduct the investigation on their own including the interrogation of

witnesses and others, in secret and without informing Olav who was the one that was charged. Thereafter, the above parties – without the risk of being caught – was able to manipulate the documentation and other information which in all secrecy was collected from, amongst others, criminal parties in Switzerland. With this type of investigative strategy it goes without saying that the above mentioned Norwegian and Swiss entities have simply been able to manipulate the Norwegian criminal case through, amongst other things, freely removing all documentation and other information that does not fit into the case. To this day Olav has been denied access to all documentation used by these entities in Switzerland, which constitutes a clear breach of Article 6 of the European Human rights Convention and the United Nations social and political rights. The case against Olav serves as a horrifying example of how and to what length the authorities can rig a criminal case in Norway without having to be responsible or risking being corrected or reprimanded.

As mentioned, Profilgest has been closed down, liquidated or is in holding mode, which obviously has been done for the purpose of: **1)** covering up these persons' dealings with American, Russian and Norwegian clients, i.e. clients that Tournaire and Eldring have kept and administered funds to in so-called 'anonymous Swiss bank accounts', **2)** covering up Tournaire's and Eldring's extensive money laundering operation, plus **3)** thereby covering up Økokrim's secret procedures (including cooperation with criminal elements and fabrication of evidence) in Switzerland.

> **Relevant document**: Among others Attorney Rebecca Bouëdec's email of 9 October 2010 to Olav

Økokrim's (Norwegian Criminal Police) complicity in tax evasion, money laundering and other international/transnational financial crime

Beyond what has been discussed above, it has been revealed that Økokrim has familiarized themselves with documentation that states that Profilgest Management SA – owned by the law firm Tournaire & Associes – manages secret (and consequently withheld from taxation) fortunes for a number of named people residing in Norway and the USA, amongst other states. According to Økokrims principal witness, Hans Olav Eldring, a list of clients exists with about 200 names including between 15 and 20 celebrity investors. These investors have been clients of Profilgest and have been allotted *Swiss authority-protection* through so-called *anonymous bank accounts* in Swiss banks, among them Julius Baer, UBS and Crédit Suisse. According to Eldring this applies to, amongst others, well known high net worth individuals/financiers like Mr. Jan Haudemann Andersen, Mr. Tor Axel Voldberg, Mr. Rune Rinnan, Mr. Bjørn Rune Gjelsten and Mr. Idar Vollvik.

Let me emphasize that I am not claiming that the above mentioned Norwegian investors have done anything unlawful, but that they, together with 10 to 15 other Norwegians, along with an unspecified number of US and European clients are on a list of Profilgest's clients that have so-called *anonymous accounts* in Swiss banks. As the Norwegian press has covered several times, Pål Gruben, Gjermund Cappelen (who has been convicted on drug charges) and other convicted criminals are also on Profilgest's client list.

Three of the principal witnesses, Hans Olav Eldring (employed by Profilgest), attorney Rebecca Bouëdec (employed in the law firm Tournaire) and Claude Tournier have assisted a number of Norwegians, Americans and others with what may be serious financial crimes

against their own countries and which in any case have contributed to undermining the rule of law which exist in a democratic society.

In retrospect it has emerged that Eldring is the subject of a civil lawsuit in London. Furthermore, it is known that Scotland Yard's Fraud Squad is investigating Eldring for financial fraud and that in that regard he has been interrogated on several occasions. The matter concerns criminal acts done by Eldring during his time as an employee at the Swiss bank Crédit Suisse.

Økokrim's principal witnesses are therefore to be regarded as notorious criminals, used for the purpose of securing a conviction of Olav in Norway, in an apparaent trade off with the Swiss authorities in what appears to be a cover up of tax evasion and money laundering activities by Profilgest's principal officers; Tournier and Eldring through the Swiss banking system.

Økokrim – led by Trond Erik Schea – has covered up this transnational/international financial activity which would appear to constitute an act of accessories to a cover up operation by the Swiss prosecutor Mascotti, in connections with activities conducted by the officers of Profilgest, in particular Eldring and Tournier, and that the objective was to; 1) secure a conviction of Olav, and 2) cover up of illegal activities involving the Swiss banks with whom Profilgest conducted their business deals, i.e. to protect Julius Baer, UBS, Credit Suisse, others.

It obviously makes matters worse that the Norwegian Criminal Police/State Prosecutors used their principal witnesses in Switzerland (and the criminal environment that they belong to) in the fabrication of criminal cases in Norway, and at the same time protect their international criminal financial activities so that it can continue. In that respect it is alarming for the Norwegian prosecution and judicial system – including public trust in these institutions – that the prosecution and the courts have been used as an arena for protecting and promoting this criminal activity. The prosecution's and courts' activities in the present case cannot contribute to anything other than to break down the public's trust in these important societal institutions.

September 2016/heo

VEDLEGG 3 til Whistleblower filing

Oversettelse fra fransk – håndskrevet notat

Sak 11665568 O 62/11 dok. nr. 08,40

Møte med Ron (YMB + HE) 15. desember 2009

bankerfaring

har tatt opp igjen kontakten med oljesektoren

Av 42 millioner → 8 millioner til kongefamilien, olje, Saudi-Arabia

Restbeløpet skal til Strategic All. og Ron skyldte *(utydelig fransk, o.a.)* Trustee Granite Fund → Cayman.

Konstruksjon av en elektrisk fabrikk, en bensinstasjon.

Kontrakt av 2007 med prins Michal.

…. *(uleselig fransk tekst, o.a.)* i januar 2010

ASA Granite Fund x Ltd

(American South Arabia) (10)

10. investert

Økonomisk rettighetshaver: Prins Michal + sønn, nevøer ≈ 15 personer

Har behov for 1 *(styre?- utydelig fransk, o.a.)*…. til pengene han skal innløse

1/3 gull

1/3 investeres

1/3

Nord Star Investment	→ 15 % Ron	Cayman
Kongefamilien	→ 85 %	

Strategic All.

STATSAUTORISERT TRANSLATØR METTE I GUDEVOLD HVALER FRANSK NORSK

VMG

amesto
Amesto Translations AS
Smeltedigelen 1, 0195 Oslo
Org.nr. NO 956 153 557 MVA

VEDLEGG *4* til Whistleblower filing (s.*13-30*)

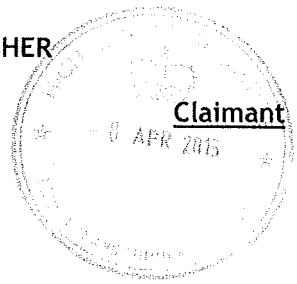
IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
COMMERCIAL COURT

Claim No. 2015-289

BETWEEN:-

DR MOHAMMED ABDULRAMAN ABDULAZIZ ALBESHER

Claimant



and

(1) MR THOMAS GERRARD RYAN
(2) RYAN CORPORATION (UK) LIMITED
(3) CREDIT SUISSE (UK) LIMITED

Defendants

PARTICULARS OF CLAIM

Parties

1. The Claimant is the Saudi Arabian Ambassador to the United Arab Emirates.

2. The First Defendant ("**Mr Ryan**") was at all material times a director and, through his ownership of Hertsmere 2013 Limited, a 99% shareholder in the Second Defendant ("**Ryan Corp**"). At all material times Mr Ryan has acted in his own capacity as an individual and as such is liable for his own conduct, and Ryan Corp is vicariously liable for his conduct.

3. The Third Defendant ("**Credit Suisse**") is a bank which provides private banking and investment banking services. At all material times Mr Hans-Olav Eldring ("**Mr Eldring**") was held out by Credit Suisse as a director, and Mr Eldring has acted as its agent and employee, until his resignation in or about January 2014.

4. Credit Suisse is vicariously liable for all of the acts and omissions of Mr Eldring pleaded below, since these were performed in the course of his acting as director and/or employee and/or agent for Credit Suisse.

Background Facts

5. The Claimant's son, Fahad Albesher, met Mr Ryan on 2 July 2013 in London at the Bulgari Hotel, 171 Knightsbridge, London SW7 1DW through an introduction by an acquaintance in Riyadh, Mr Jawad Zulqadar. The Claimant's son explained to Mr Ryan that his father was interested in purchasing a home in London. Mr Ryan told the Claimant's son that locating a property would not be difficult but that, in the meantime, he had an investment opportunity which he thought would be of interest to the Claimant. Mr Ryan produced brochures both for a development property known as Hertsmere House, 2 Hertsmere Road E14 4AA (**"the Property"**) as well as another property near Vauxhall Bridge. The Claimant's son invited Mr Ryan to visit Saudi Arabia and Mr Ryan arrived on or about 25 July 2013 and stayed for two days. The Claimant was introduced to Mr Ryan on or about 25 July 2013 at a meeting at the Claimant's house in Riyadh during which Mr Ryan sought to interest the Claimant in the intended purchase of the Property. The Claimant's son and Mr Zulqadar were also at the meeting.

6. The Property was owned and being sold by GMV Ten Limited, a company incorporated in Jersey (**"the Vendor"**).

7. Mr Ryan explained to the Claimant in the course of his visit to Saudi Arabia that the Property was:

   a. Located in a premier location in London,

   b. A unique development opportunity,

   c. Being sold with the benefit of planning permission granted to build a sky scraper which would be the tallest residential building in Europe,

   d. Priced at £73 million and a profit of £300 million could be made after the purchase price and development costs had been paid,

   e. Being considered by other buyers and financiers from China and the USA who were interested in the Property.

8. The Claimant became interested in purchasing the Property together with Mr Ryan, for the purpose of developing it as above, on the basis of an equal investment by each and an equal sharing of the profits from the development. The acquisition of

the Property was to be structured through a company, the shares of which would be held either directly, or indirectly, through another corporation, equally between the Claimant and Mr Ryan.

9. However, before investing any monies, the Claimant wanted to be satisfied that:

   a. Mr Ryan was in a financial position to be able to make the acquisition above at all, and

   b. Mr Ryan had carried out developments of a comparable scale and value before.

   The Claimant wished to be reassured on these points by Mr Ryan's bankers. The Claimant told Mr Zulqadar that he needed a certificate from Mr Ryan's bankers before he would proceed with the proposed investment.

10. At the request of Mr Ryan, on 19 July 2013, Credit Suisse by a director Mr Eldring, gave a reference for Mr Ryan (**"the July Reference"**) sent by Mr Eldring from his email account with Credit Suisse (hans-olav.eldring@credit-suisse.com) to Mr Ryan.

11. The Claimant is unable until full disclosure to plead full particulars of Credit Suisse's knowledge of the intended purpose of the July Reference. However it is inferred that Mr Eldring knew from conversations which he must have had at that time with Mr Ryan, before 19 July 2013, that such a reference was required by the Claimant because he wanted to be satisfied as above. This inference can be made because the July Reference on its face was requested by Mr Ryan, and it is inconceivable that Mr Eldring did not ask the purpose of the reference. At that point Mr Ryan could have had no reason at all not to have told Mr Eldring its purpose, namely using it so as to give assurance to the Claimant as to Mr Ryan's creditworthiness and his experience with developments.

12. Accordingly Mr Eldring knew the July Reference would be provided by Mr Ryan to the Claimant, and that it would be relied upon by the Claimant in deciding whether or not he should invest at all, in relation to the proposed acquisition of the Property.

13. The July Reference was on Credit Suisse notepaper, sent from Mr Eldring's email account at Credit Suisse but did not give a correspondence address, it merely said at the end *"If you have any queries regarding this reference please contact Hans-*

Olav Eldring on 0207 883 4170". It was addressed *"To Whom it May Concern"* but as pleaded above it was known that it would be used by Mr Ryan to reassure the Claimant and persuade him to invest. It stated, *inter alia*:

> *"Mr Ryan is client of Credit Suisse (UK) Limited. We can confirm that Mr Ryan has been dealing with Real Estate Projects in excess of £100,000,000 size."*

14. By the July Reference, Mr Eldring expressly represented, on behalf of Credit Suisse, that Credit Suisse:

    a. Was in a position to confirm from its own knowledge,

    b. That Mr Ryan had been dealing with more than one real estate project with individual values exceeding £100 million.

    By using the words "dealing with" in this context, the July Reference represented that Mr Ryan, whether directly or indirectly through a company, was a vendor or purchaser of properties with values in excess of £100 million. These representations will be referred to as **"the July Representations"**.

15. The Claimant was provided by Mr Zulqadar with the July Reference on or about 19 July 2013.

16. In reliance upon the July Reference and the July Representations the Claimant decided that he would enter into further discussions with Mr Ryan with a view to investing sums and entering into a partnership for the purchase and development of the Property, by which the Property would be purchased by a company and the profits would be shared equally. The Claimant believed as a result thereof that Mr Ryan was a client of Credit Suisse and was able to finance a £100 million project either himself or by obtaining finance from third parties.

17. Absent such a reference the Claimant would not have proceeded with his discussions with Mr Ryan any further because he would have thought Mr Ryan was not in a position to purchase and develop the Property.

18. On 16 August 2013 Mr Ryan sent an e mail to the Claimant in which he said: *"Dear Ambassador, I hope you are well. To confirm I will arrive on Sunday evening in Casablanca.... I will depart on Wednesday afternoon from Casablanca ... that will give us 2 days."*

19. Mr Ryan met the Claimant again in Casablanca on 18 August 2013 to discuss the project. The Claimant at that time was the Ambassador of Saudi Arabia to the Kingdom of Morocco.

20. On 2 September 2013 the Claimant visited London and the Claimant and the Claimant's son met Mr Ryan in the Landmark Hotel, 222 Marylebone Road, London NW1 6JQ. On or about 4 September 2013 Mr Ryan took the Claimant's son to inspect the Property.

21. Between 11 and 13 September 2013 Mr Ryan met the Claimant again in Casablanca. Mr Ryan stated to the Claimant that he would have to pay £15 million to Mr Ryan's account with Credit Suisse and that Mr Ryan would deposit the same amount of money, namely £15 million, into that account. Mr Ryan stated that it was very urgent for the money to be paid to his bank by the Claimant as a down payment on the purchase of the Property.

22. Mr Ryan's assertion that he would deposit the sum of £15 million into that account was an express representation of an actual intention to make that deposit and an implied representation that he had the money immediately available or if not the means to raise the sum of £15 million in order to do so ("**Mr Ryan's £15 Million Representation**"). The Claimant relied upon this representation in the sense that this confirmed his belief that Mr Ryan was in a position to purchase and develop the Property in partnership with himself and that he should continue with his intention to invest.

23. Between 18 and 19 September 2013 the Claimant again visited London and was taken by Mr Ryan to inspect the Property and then to Canary Wharf to meet Mr Eldring in his office at Credit Suisse. Mr Eldring stated to the Claimant ("**the September Oral Representation**") that *"he is handling the account of Mr Tom Ryan and Mr Ryan has 100 Million pound credit line"*.

24. The Claimant further relied upon the September Oral Representation and this confirmed the Claimant's belief engendered by the July Reference, the July Representations and Mr Ryan's £15 Million Representation that Mr Ryan was a client of Credit Suisse and was able to finance a £100 million project either himself or by obtaining finance from third parties. Accordingly the Claimant decided to proceed with the transfer of the £15 million of his money in the belief that Mr Ryan was

able to provide a further £15 million for payment into the account as had been agreed in Casablanca between 11 and 13 September 2013.

25. On 20 September 2013 Mr Eldring sent an email to Mr Ryan giving the *"bank details of your account"*. This gave the address of Credit Suisse at Canary Wharf, the account name, the IBAN and Swift Codes. This email was forwarded by Mr Ryan to the Claimant. The Claimant forwarded these details to Mr Pivin, the Claimant's financial advisor in Geneva, who works with Lombard Odier, the Claimant's own bankers, on the Claimant's behalf.

26. On 20 September 2013 Mr Eldring sent an email directly to the Claimant stating *"Please see below the email I sent to Tom, with the (£) Iban for the GBP 15 m wire"* also enclosing a copy of his email with the account details.

27. Accordingly as at 20 September 2013 (if not before) Mr Eldring and thus Credit Suisse had actual knowledge that the Claimant was intending to transmit the sum of £15 million of his own money direct to Mr Ryan's account with Credit Suisse. It is to be inferred that Mr Eldring and thus Credit Suisse had been told by Mr Ryan that the purpose of the transfer was so that the Property could be acquired. Mr Eldring must have realised that the amount the Claimant was being asked to pay was greatly in excess of the amount that would be required for a deposit which would be likely to be a total of £10 million (being £5 million from each of the Claimant and Mr Ryan).

28. On 20 September 2013 Mr Eldring had a phone conversation with Mr Pivin, the Claimant's financial advisor, or a Mr Rossit of Lombard Odier, bankers to the Claimant, in which Mr Pivin or Mr Rossit requested a banker's reference be provided to them in respect of Mr Ryan.

29. Between 22 and 23 September 2013 Mr Ryan visited the Claimant again in Casablanca. Mr Ryan told the Claimant that if he did not immediately make the payment of £15 million then the Property would go to another buyer from China.

30. On 22 September 2013 Mr Ryan signed a letter on Ryan Corp notepaper addressed to the Claimant in which he said:

> *"I refer to our joint purchase of the site known as Hertsmere House, Canary Wharf, London. I further refer to the position that as soon as I receive the*

£15,000,000.00 from you these funds will be used to buy the site which I will secure tomorrow in a 50/50 agreement for Dr Al Besher and Thomas Ryan. This arrangement is a 50/50 agreement as agreed and discussed at our meeting today Sunday September 22nd at your residence."

31. On 23 September 2013 the Claimant received the above letter by email.

32. On 23 September 2013 Mr Eldring provided a further reference for Mr Ryan on behalf of Credit Suisse ("**the September Reference**") addressed to Mr Laurent Pivin, the Claimant's financial adviser, and sent to Mr Rossit of Lombard Odier knowing that this would be provided to or at least read to the Claimant, and that he would rely thereon. It stated, *inter alia*, that:

> *"We have been requested by Mr Ryan to provide this reference. Mr Ryan is client of Credit Suisse (UK) Limited. From our dealings with Mr Ryan, we have no reason to consider that the client is or has been unable to meet his normal obligations to ourselves or any third party".*

33. In the context of the July Reference, the expression Mr Ryan's *"normal obligations"* necessarily included the kind of obligations a purchaser and developer may have arising in relation to projects in excess of £100 million in value.

34. By the September Reference, Mr Eldring and Credit Suisse, further confirmed the July Representations and the September Oral Representation. By the September Reference Mr Eldring and Credit Suisse represented ("**the September Written Representations**") that:

    a. Credit Suisse had personal knowledge of Mr Ryan's ability to service the kind of obligations normally associated with projects with individual values in excess of £100 million; and

    b. Credit Suisse had no reason to consider that Mr Ryan would not be able to meet his obligations to the Claimant, and/or the Vendor, in connection with the purchase and development of the Property.

35. On 25 September 2013 Mr Eldring sent an email to Mr Rossit of Lombard Odier stating:

"Following our phone conversation on Friday evening please find attached the reference letter. We also confirm that the deposit transfer is going through Mr Ryan's account in our books in order to secure the site in timely manner.s [sic]"

36. The Claimant reserves the right after disclosure of Credit Suisse internal rules (applicable under its FSMA authorisation) to plead particulars of the full respects in which Mr Eldring acted wrongfully in causing and permitting the Claimant's £15 million to be paid in this manner to Mr Ryan's account and being shown as Mr Ryan's monies in Credit Suisse's *"books"*.

37. In any event the excuse given for the payment of the £15 million into Mr Ryan's account was misconceived. Ryan Corp was the intended purchaser and an account could have been opened for Ryan Corp with Credit Suisse with the money being described as a shareholder's loan. Alternatively if time was too short then sufficient monies to pay the deposit on the contract of sale of the Property could have been paid directly to the solicitors acting for Ryan Corp.

38. On 23 September 2013, induced by and in reliance upon each and every one of the representations pleaded above (the July Representations, Mr Ryan's £15 Million Representation, the September Oral and Written Representations), the Claimant paid sums totalling £15 million to Mr Ryan's personal account with Credit Suisse:

Account name: Thomas Gerrard Ryan
IBAN: GB09CSUK40624810130663
SWIFT: CSUKGB2L
("**Mr Ryan's Account**").

39. On 25 September 2013 Ryan Corp exchanged contracts to purchase the Property from the Vendor for a purchase price of £100 million. Ryan Corp paid a deposit of £10 million to the Vendor, and the completion date was 29 October 2013. On 29 September 2013, the Claimant travelled to Geneva, Switzerland and met both Mr Ryan and Mr Eldring together with a Mr Frederic Olofsson at the offices of Olofsson and Ehrenström, Attorneys on 30 September 2013. Mr Olofsson was introduced to the Claimant by Mr Eldring for the purposes of establishing a Swiss special purpose company, Land & Securities SA. It was proposed by Mr Ryan that the shares in Land & Securities SA would be held equally between the Claimant and Mr Ryan.

This company would in turn own the shares in Ryan Corp - which would own the Property after completion.

40. It is to be inferred that given all of the above circumstances, including the close relationship between Mr Ryan and Mr Eldring, the July and September References, and the meeting between Mr Eldring and the Claimant, that Mr Eldring and thus Credit Suisse had actual knowledge, that:

a. The Claimant had paid £15 million to Mr Ryan's Account,

b. £10 million of that money had been paid as a deposit to the Vendor,

c. Mr Ryan had not contributed financially at all to the purchase,

d. There was a balance of £5 million belonging to the Claimant in Mr Ryan's Account at the disposition of Mr Ryan.

41. On 16 October 2013 Mr Ryan visited the Claimant in Dubai to reassure him that the purchase of the Property was proceeding. Mr Ryan told the Claimant that he had come to Dubai on his journey back to London from China where he had located a Chinese company which had offered to provide the funding necessary to complete the purchase of the Property. Mr Ryan raised the possibility with the Claimant of the Property immediately being sold to the Chinese company as an alternative to the development being undertaken by Mr Ryan and the Claimant as a joint venture.

42. On 21 October 2013 the Claimant and his son came to London and met both Mr Ryan and Mr Eldring at the Corinthia Hotel, 10 Whitehall Pl, London SW1A 2BD, where the Claimant was again assured by Mr Ryan that the purchase of the Property was going well. The Claimant told Mr Ryan that he had reservations about paying further funds into Mr Ryan's bank account in London and he was concerned to seek to open a bank account of his own in London from which future payments could be made. Mr Eldring suggested to the Claimant that he could open an account with Credit Suisse. On 24 October 2013 Mr Eldring therefore sent an email to the Claimant in which he said:

> *"... nice to meet you and your son on Monday. I hope you had a good week in London. As discussed please see below the needed information/documentation for the opening of the account as per your PEP status: 1) Source of Family Wealth issued by a chartered accountant or*

Lawyer. This has to indicated [sic] *the origin of the wealth and how the growth of it was achieved, such as capital gain on securities, real estate, income from dividends, interests, rental income, salary, eventually bonus. 2) The proof of your address, such a* [sic] *utility bill or bank statement, with your Saudi address on."*

43. Ryan Corp was unable to complete the purchase of the Property by the agreed date of 29 October 2013 because it did not have the funds available. The Vendor served a notice to complete on that date. It is to be inferred that Mr Ryan was unable to obtain finance for the remaining sum of £90 million whether from Credit Suisse or any other party. Thereafter, on or about 7 November 2013 Mr Ryan represented to the Claimant that he required a loan of a further £10.4 million from the Claimant, for the specific purpose of extending the contract for the purchase of the Property.

44. Before lending any sums to Mr Ryan, the Claimant sought a guarantee from Credit Suisse that the further £10.4 million would be repaid to him by Mr Ryan.

45. On 12 November 2013 Mr Eldring for Credit Suisse confirmed an *"Irrevocable Payment Order"* by letter to the Claimant sent by email to Mr Laurent Pivin, the Claimant's financial advisor, and copied to the Claimant (**"the 12 November Guarantee"**). That letter confirmed:

> *"We hereby confirm that we have received a valid irrevocable and unconditional payment instruction from Thomas Gerrard Ryan to transfer from his account held with Credit Suisse (UK) Limited, £10,400,000 (British Pound Sterling, Ten Million Four Hundred Thousand) value date 20.11.2013 in your favour."*

46. It was implicit in the 12 November Guarantee that, given the circumstances above which have been pleaded, and in any event, Mr Eldring had a bona fide belief that either Mr Ryan then and there had the sum of £10.4 million on account with Credit Suisse, or that he was in a financial position whereby he would be able to satisfy this obligation, before the due date of 20 November 2013. Otherwise the 12 November Guarantee was merely a waste of paper.

47. On 13 November 2013 Mr Eldring sent a further letter (**"the 13 November Guarantee"**), headed "Bank Guarantee" stating *"We, Credit Suisse (UK) Limited, 5 Cabot Square, London, E14 4QR that we will TRANSFER irrevocably and*

*unconditionally with value date 20th November 2013, **GBP 10,400,000** to the account of Dr M Al-Besher AS 514 with Lombard Odier, Geneva, Switzerland or any account given by Dr M. Al-Besher"* (original emphasis). The original letter was handed by Mr Eldring to the Claimant's son, Fahad Albesher, at the offices of Credit Suisse in Mayfair, 45 Pall Mall, London SW1Y 5JG London on or about 13 November 2013. Mr Eldring had offered to personally deliver the 13 November Guarantee to the Claimant's son at his hotel but, as a consequence of a specific instruction from the Claimant, Fahad Albesher collected the 13 November Guarantee from Mr Eldring at his office. The document was printed and signed by Mr Eldring in the presence of the Claimant's son.

48. On its true construction, under the 13 November Guarantee, Credit Suisse guaranteed and promised that it would make the irrevocable and unconditional transfer to the Claimant with a value date of 20 November 2013.

49. On 14 November 2013 induced by and in reliance upon the 12 and 13 November Guarantees, the Claimant transferred the sum of £10.4 million to Mr Ryan's Account.

50. Thereafter, on 15 November 2013, Ryan Corp entered into a supplemental agreement with the Vendor, pursuant to which the completion date was extended to 3 December 2013. On the same date Ryan Corp paid a further sum of £10 million to the Vendor, as well as an "interest payment" in the sum of £405,479.51.

51. On 19 or 20 November 2013 the Claimant met Mr Ryan and Mr Eldring at the offices of Olofsson and Ehrenström, Attorneys, in Geneva, Switzerland. Mr Eldring produced documentation at that meeting to be completed to enable an account with Credit Suisse, Zurich to be opened for Land & Securities SA. The Claimant also provided Mr Eldring with a copy of his passport.

52. Ryan Corp was unable to complete the purchase of the Property by 3 December 2013 or at all. Again its inability to do so was due to its and Mr Ryan's failure to obtain finance.

53. Accordingly a deposit of £20 million and interest of £405,479.51 has been paid to the Vendor and has been lost.

54. Ryan Corp entered into a further contract with the Vendor for the purchase of the Property on 19 December 2013. Pursuant to that contract, Ryan Corp was to pay a further deposit of £10 million.

55. Between 4 and 6 January 2014 Mr Ryan visited the Claimant again in Casablanca. Mr Ryan asked the Claimant to pay a further £12 million into his account in order that the further deposit of £10 million should be paid to the Vendor. On 7 January 2014 the Claimant paid a further £12 million to Mr Ryan's Account.

56. Credit Suisse froze the £12 million paid by the Claimant in Mr Ryan's Account, on or shortly after receipt and finally remitted the £12 million to the Claimant.

57. It is inferred that other servants or agents of Credit Suisse found out about the payment of £12 million into Mr Ryan's Account and realised that it was in breach of Credit Suisse own internal rules for the money to be dealt with in this way. As a result the money was frozen and then after some investigation returned to the Claimant. If this inference is correct, it follows that the receipt of the sums of £15 million on 23 September 2013, and of £10.4 million on 13 November 2013, was in breach of Credit Suisse internal rules and should not have occurred.

58. By its letters of 20 and 27 January 2014 and 12 June 2014, Credit Suisse has purported to resile from the 12 and 13 November Guarantees, and asserts "it does not consider itself to be under a binding instruction".

59. In the premises the Claimant has paid sums totalling £25.4 million into Mr Ryan's Account and the entire sum has been lost. It is inferred that Mr Ryan never had any, or any substantial, money of his own to invest in the Property, and accordingly:

    a. Of the £15 million transferred on 25 September 2013, £10 million was used to pay the deposit for the Property on 25 September 2013, and

    b. All of the £10.4 million transferred by the Claimant on 15 November 2013 was used to pay the further deposit of £10 million, and £400,000 of the interest payment, to the Vendor that day.

60. The sum of £5 million belonging to the Claimant which was paid into Mr Ryan's Account has disappeared.

Ryan Corp

61. The contract of sale made between Ryan Corp and the Vendor under which deposits totalling £20 million have been paid, and any beneficial or other equitable interest in that contract or the Property, as may have existed or still exist, are held by Ryan Corp on constructive or alternatively resulting trust for the Claimant, because the entire deposit sum of £20 million as pleaded above has been paid by the Claimant.

62. Accordingly Ryan Corp holds any rights that it may have for example to claim relief from forfeiture of the deposits of £20 million in whole or in part, on constructive or resulting trust, for the Claimant.

Fraudulent Misrepresentations

63. Until disclosure the Claimant cannot plead what amounts Mr Ryan held on any account with Credit Suisse.

64. Until disclosure the Claimant cannot plead what has become of the £5 million of his money which has disappeared from Mr Ryan's Account with Credit Suisse.

65. Until a deposition is taken, or Mr Eldring is cross examined, the Claimant cannot plead the nature of Mr Eldring's extraordinary relationship with Mr Ryan, and why Mr Eldring was willing to make the representations that he did, give the 12 and 13 November Guarantees, and break Credit Suisse internal rules on receiving sums of £25.4 million into Mr Ryan's Account.

66. It is inferred that the most likely explanation of the events pleaded above is that:

    a. The acquisition of the Property presented a valuable development opportunity, which could only be exploited if sufficient finance was available,

    b. Mr Ryan did not have any substantial funds of his own, nor did he himself have sufficient credit worthiness so as to be able to borrow the sums required for the acquisition of the Property, let alone its development, nor did he have any track record of dealing with £100 million developments,

c. Mr Ryan was seeking to use the Claimant's monies so as to finance the acquisition of the Property, together with monies that could be borrowed from third parties,

d. As a result Mr Ryan continuously lied about his financial ability to the Claimant,

e. Mr Ryan hoped and intended, that with £15 million or the £25.4 million from the Claimant, he would be able to raise sufficient monies from third parties in order to complete the acquisition of the Property,

f. However, notwithstanding that the Property presented a favourable development opportunity, Mr Ryan was unable to raise finance, because of his lack of creditworthiness and lack of a track record of dealing with property developments of that magnitude.

67. The representations relied upon and pleaded above were false and were made fraudulently in that they were made knowing that they were false, alternatively without belief in their truth, alternatively recklessly not caring whether they were true or false. Where the word "fraudulent" is used below then it is used in the sense of those three alternatives.

68. The July Representations made by Mr Eldring were false and fraudulent because Credit Suisse was in no position at all to confirm from its own knowledge that Mr Ryan had dealt with more than one real estate project with individual values exceeding £100 million. Until disclosure the best particulars that can be given are that Mr Ryan has now disappeared and enquiries made about him on the Claimant's behalf do not reveal that he had any track record of dealing (in the sense of acting as purchaser or vendor) with at least two developments with values in excess of £100 million.

69. Mr Ryan's £15 Million Representation was false and fraudulent. Mr Ryan never had £15 million or anything like that sum available to pay into Mr Ryan's Account on the basis agreed on 18 August 2013 in Casablanca. This fact is inferred from the fact that Mr Ryan never paid £15 million into Mr Ryan's Account. If he had such funds available then he would have done so because that would have greatly assisted in completing the acquisition of the Property which was a valuable opportunity.

70. The September Oral Representations made by Mr Eldring were false and fraudulent. Mr Ryan did not have a 100 million pound credit line whether with Credit Suisse or with any third party.

71. The September Written Representations made by Mr Eldring were false and fraudulent. Credit Suisse did not have personal knowledge of Mr Ryan's ability to service the kind of obligations normally associated with real estate projects with individual values in excess of £100 million. Further, Credit Suisse had no reason to opine that Mr Ryan would be able to meet his obligations to the Claimant, and/or the Vendor, in connection with the purchase and development of the Property for £100 million.

72. The 12 November Guarantee contained a representation made by Mr Eldring that was false and fraudulent. Mr Eldring had no bona fide belief at that time, that either Mr Ryan then and there had the sum of £10.4 million on account with Credit Suisse, or that he was in a financial position whereby he could be in that position, before the due date of 20 November 2013.

73. In the premises Mr Ryan, Ryan Corp and Credit Suisse are liable in damages to be assessed for deceit. Each is liable severally for all of the losses suffered by the Claimant, namely the loss of the sum of £25.4 million plus interest thereon.

Unlawful Means Conspiracy

74. Until disclosure, the taking of a deposition or cross examination the best particulars that can be given of an unlawful means conspiracy as between Mr Ryan and/or Ryan Corp and/or Mr Eldring as agent of Credit Suisse are as below.

75. At some time between 19 July 2013 and 25 September 2013 there was an agreement between Mr Ryan and/or Ryan Corp and/or Mr Eldring for Credit Suisse that they would seek to induce the Claimant to invest substantial sums, such as £15 million, and/or such further sums that were necessary, such as the payments of £10.4 million and £12 million made, by fraudulently misrepresenting Mr Ryan's financial position and creditworthiness, and his track record in property development, by giving the Claimant the belief that Mr Ryan was in a financial position to acquire the Property and carry out its development, and had carried out developments of a value of £100 million before.

76. For the avoidance of doubt it is the Claimant's case that the misrepresentations were made fraudulently, and in that sense were deliberate and wrongful acts, and that the Defendants had "intent to injure" in that they each knew that he the Claimant was relying upon the representations made in deciding whether to invest and in transmitting substantial sums in reliance thereon, and that he stood to lose those sums invested.

77. Further or alternatively if Mr Eldring was induced by lies told to him by Mr Ryan to make the July Representations, and was not party to the conspiracy to make misrepresentations to the Claimant at the outset, then it will be averred that he joined the conspiracy as between Mr Ryan and Ryan Corp, at some stage prior to 25 September 2013, alternatively later, and his motive in doing so may in part have been, that if he did not assist Mr Ryan in procuring the payment of money from the Claimant, that the acquisition of the Property would fail, and in the aftermath the fact of the July Reference, the September Reference, the payment of the Claimant's money to Mr Ryan's Account, and the Guarantees, would be exposed, and he Mr Eldring would be subject to disciplinary action and possible dismissal by Credit Suisse.

78. Pursuant to the above unlawful means conspiracy each of Mr Ryan, Ryan Corp and Mr Eldring for and on behalf of Credit Suisse acted as pleaded in paragraphs 6 - 60 above and including the making of fraudulent misrepresentations as pleaded in paragraphs 63 - 73.

79. In the premises Mr Ryan, Ryan Corp and Credit Suisse are liable in damages to be assessed for unlawful means conspiracy. Each is liable jointly and severally for all of the losses suffered by the Claimant, namely the loss of the sum of £25.4 million plus interest thereon.

Dishonest Assistance in a Breach of Trust

80. Further or alternatively the £15 million was paid into Mr Ryan's Account for the specific purpose of the acquisition of the Property and its development.

81. Accordingly the money was held upon a resulting trust by Mr Ryan and should have been used only for the purpose of the acquisition of the Property and its development.

82. This purpose was known to Mr Eldring and thus by Credit Suisse for the reasons pleaded above.

83. Although £10 million was used for the agreed purpose of paying the deposit on the contract for the acquisition of the Property the sum of £5 million has disappeared.

84. Mr Eldring has acted dishonestly in making fraudulent misrepresentations as pleaded in paragraphs 63 - 68 above and further in permitting Mr Ryan to withdraw the sum of £5 million from his account knowing that the money had been paid by the Claimant for the specific purpose as above.

85. In the premises Credit Suisse is liable to the Claimant in the alternative to the above in dishonest assistance of a breach of trust and is accountable in equity in the sum of £5 million plus interest.

Credit Suisse Liability under 13 November Guarantee

86. Further or alternatively on its true construction the 13 November Guarantee creates a contractual obligation on the part of Credit Suisse to pay the sum of £10.4 million to the Claimant in the events that have occurred, namely that Mr Ryan has failed to pay the sum as agreed.

87. In the premises Credit Suisse is liable in debt to pay the sum of £10.4 million under the 13 November Guarantee to the Claimant.

88. The Claimant claims interest pursuant to statute.

And the Claimant claims

(1) **Against the Second Defendant a declaration that it holds the benefit of any rights as it may have including the right to seek to obtain relief from forfeiture of the deposits paid of £20 million upon trust for the Claimant**

(2) **Against the First, Second and Third Defendants damages of £25.4 million in deceit**

(3) **Against the First, Second and Third Defendants damages of £25.4 million in unlawful means conspiracy**

(4) Against the Third Defendant an order that it do pay the sum due of £10.4 million

(5) Against the Third Defendant in the alternative damages of £5 million in dishonest assistance of a breach of trust

(6) Interest upon such sums as may be awarded

GREGORY MITCHELL QC

ALEXIA KNIGHT

STATEMENT OF TRUTH

I believe that the facts stated in these Particulars of Claim are true.

Full name: DR MOHAMMED ABDULRAMAN ABDULAZIZ ALBESHER

Signed: .....

Date: 23, March 2015

VEDLEGG 5 til Whistleblower filing (s.31-38)

Email exchange with Profilgest regarding closing of SAC accounts

Owners of Profilgest at this time was Claude Tournier and Hans Olav Eldring

(COMMENTS BY HEO)

Email 9 October 2009 from Rebecca Bouedec to HEO:

COMMENT:
An urgent message in connection with Profilgest's and Swiss bank Julius Baeer concerns regarding US Tax authorities inquiry for full disclosure of US citizens, i.e. LeKarz being a Director in SAC having an anonymous (unnumbered) account at swiss bank Julius Baer and the need for Mr. LeKarz to either sign the W9 IRS Voluntary Declaration or for Profilgest and Julius Baer to close down the account in order not to have to disclose this information to the IRS. Keep in mind Profilgest, that is Tournier and Eldring had a client list of more than 200, a substantial number of which were USA citizens holding anonymous accounts at Julius Baer, UBS and Credit Suiise, also placing and losing substantial amounts of money on how Eldring, Tournier and these Swiss banks handled their money.

------- Videresendt melding --------
Emne:URGENT IMPORTANT MATTER
Dato: Fri, 9 Oct 2009 15:54:10 +0200
Fra:etude@tourass.ch
Til:heolav@gmail.com

URGENT IMPORTANT MATTER

Dear Mr Olav,

You announced that you intended to come to Geneva in the beginning of October.
The time is running out and we therefore forward you hereby a letter received from Julius Bär.

The bank should be in possession of a W - 9 form (see encl.) which has not been completed since one of the beneficial owners is American.
Failing the receipt of the said form, the bank will discontinue the acount relationship.
Please let us have your instruction by October 12th, 2009, in order to let the bank know asap to which account the assets of SAC have to be transfered.
(The Voluntary Disclosure Program of the IRS has been extended until October 15th, 2009.)

Looking forward to hearing from you.

Best regards.

LAW OFFICE TOURNAIRE & ASSOCIATES

Rebecca BOUËDEC
Quai Gustave-Ador 18
CH - 1207 Genève
Tel.: 0041 22 736 71 61
Fax: 0041 22 735 81 58
E-mail: etude@tourass.ch

See Enclosure 1: Letter from Swiss bank Julius Baer

See Enclosure 2: W9 form – IRS Voluntary Disclosure for USA citizens

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COMMENT:
Email of 12th October 2009 from HEO to Bouedec after having been asked by Mr. Lekarz to assist with the transfer/closing down of these SAC accounts

-----Message d'origine-----
De : hans eirik olav [mailto:heolav@gmail.com]
Envoyé : lundi, 12. octobre 2009 18:02
À : etude@tourass.ch
Cc : Hans-Olav ELDRING
Objet : Account information

Please provide me with an update for following:

1. SAC's USD account?
2. SAC's NOK account (should be abt NOK 2 mill)
3. SAC's gold holdings

Upon receipt of same we will give further instructions regarding closing of the accounts.

B.r. - Hans E.

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Reply of 13 October 2009 from Bouedec to HEO:

-------- Videresendt melding --------
Emne:RE: Account information
Dato: Tue, 13 Oct 2009 10:23:57 +0200
Fra:etude@tourass.ch
Til:heolav@gmail.com

Dear Mr Olav,

By September 30th, 2009, the position was as follows:
- USD: 0.00
- NOK: 2'284'196.96
- XAU: 1'100'000.00 (USD)

Best regards.

Rebecca BOUËDEC

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Email of October 19 2009 from HEO to Lekarz:

COMMENT:
Confirms HEO had no knowledge of SACs gold account up until being asked to help SAC and LeKarz to move it out of Profilgets and Julius Baer,

---------- Forwarded message ----------
From: **hans eirik olav** <heolav@gmail.com>

Date: Mon, Oct 19, 2009 at 9:33 AM
Subject: [Fwd: Re: Approval signature ....]
To: Ron LeKarz <lekarzinc@earthlink.net>

Our managment in Malta say they have confirmation from the bank there that we can open a gold account. They are asking for details, in particular how many ounces of gold.

If you want to do this let me know and I will arrange it?

Hans E.

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-------- Videresendt melding --------
Emne:RE:
Dato: Tue, 20 Oct 2009 13:03:42 +0200
Fra:etude@tourass.ch
Til:heolav@gmail.com

Dear Mr Olav,

Cato asked me to call you but you are on message box. You can call me on 0041 22 736 71 61 this afternoon.
As advised previously, the Bank wants to discontinue immediately the relationship with SAC and the metal account is part of this relationship. Since it is not transferable, it has to be liquidated. Please let me know if you wish it in USD, NOK or in any other currency.
Claude is out of the office until October 29, 2009 and no appointment has been fixed with him yet.
Anyway, the bank will not wait longer for the transfer of all assets.
Neither you nor your partner have communicated regarding the keeping of the metal account despite my several e-mail these last ten days.

Best regards.

Rebecca BOUËDEC

-----Message d'origine-----
De : hans eirik olav [mailto:heolav@gmail.com]
Envoyé : mardi, 20. octobre 2009 12:09
À : etude@tourass.ch
Cc : lekarzinc@earthlink.net
Objet : Re:

Hi Rebecca,

I trust you are referring to the NOK account?

As per previous communication, please keep the metal account in place until Ron meets Claude next week.

B.R. - Hans E.

etude@tourass.ch wrote:

>
> Dear Sirs,
>
> I hereby confirm that the instruction to close the account has been
> given yesterday.
>
> Best regards.
>
> Rebecca BOUËDEC
> Quai Gustave-Ador 18
> CH - 1207 Genève
> Tel.: 0041 22 736 71 61
> Fax: 0041 22 735 81 58
> E-mail: etude@tourass.ch

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COMMENT:
Email of October 20 from HEO to Bouedec (lawyer who works for Tournier and at the time Eldring) with copy to Lekarz confirming profilgest knowledge og the true ownere of SAC, i.e. «Middle East partners» and reference to «we have always tried to get across the bigger picture», i.e. Tourniers testimony regarding no knowledge of who the real owners of SAC is a falsehood.

---------- Forwarded message ----------
From: **hans eirik olav** <heolav@gmail.com>
Date: Tue, Oct 20, 2009 at 2:32 PM
Subject: Re:
To: etude@tourass.ch
Cc: Ron LeKarz <lekarzinc@earthlink.net>

Hi,

Well, that is not entirely correct. I believe we have commumicated how important it is for us to keep the metal account, if not with this bank then with another or through Profilgest. We have the opportunity do other interesting business with Profilgest and Claude, and we have alsways tried to get across the bigger picture.

The NOK account you have already received transfer details for and I trust this has been done already.

Mr. LeKarz will go to Geneva as soon as he knows when clayde is back and ready to meet him.

We are confident that this meeting will be constructive and pave the way for more business with our Middle East partners.

Please advise when claude can meet Mr. Lekarz.

Thanks

Hans E.

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De : Bouëdec Rebecca
Envoyé : vendredi, 23. octobre 2009 14:14
À : 'Einar Bolstad'
Objet : RE: Gold-account

Dear Sir,

As I have told you, the gold is not physically stored. It is negotiable as an equity. It is a currency.
The bank will let BOV have all the necessary information once the instruction will be treated.

Regards.

Rebecca BOUËDEC

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COMMENT:
Email of 23rd october 2009 from Bouedec to HEO proving that Profilgest and Julius Bare Bank is now desperate to close down the SAC accounts in order to avoid problems with US tax authorities, i.e. IRS

-------- Videresendt melding --------
Emne:TR:
Dato: Fri, 23 Oct 2009 18:26:22 +0200
Fra:rb@tourass.ch
Til:heolav@gmail.com

Dear Sir,

Mr Einar Bolstad has not been able to give the bank references I needed to order the transfer today.
He wants more details than I can give him on the metal account.
I have now promised the bank here to give them the final instruction no later than Monday October 26th, 2009.
I will not be able to hold them longer on. If no instruction is given on next Monday, the Bank will liquidate the metal account and deliver a check in order to close the account right away.
As I told you, I will be out of the office on next Monday and Tuesday and really hope that the bank references will be available on next Monday so that the instruction can be completed, signed and sent out same day by my ofice.

Best regards.

Rebecca BOUËDEC

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COMMENT:
Emails between Profilgest officer Bouedec and Bolstad which økokrim never showed to Bolstad, instead focusing on emails between HEO and Bolstad, i.e. avoiding questions that could have had Bolstad giving a different and more detailed explanation, f.ex what

Bouedec told him about the real owners of SAC, i.e. misleading the witness to get the desired result.

De : Einar Bolstad [mailto:einar.bolstad@gmail.com]
Envoyé : vendredi, 23. octobre 2009 13:46
À : Bouëdec Rebecca
Cc : Hans Eirik Olav
Objet : Gold-account

Dear Rebecca

The intention is to transfer the gold to Bank of Valletta in Malta.

To be able to do that, we need to know if the gold is physically stored or what type of paper/gold account we are talking about.

As far as I understand the account is going to be closed today. To enable BOV to establish an account, we need as much information as possible urgently.

Thank you.

Best regards
Einar Bolstad

--
Einar Bolstad
Mobile: +356 991 18 732
E-mail: einar.bolstad@gmail.com

+ + + +

De : Bouëdec Rebecca
Envoyé : vendredi, 23. octobre 2009 17:18
À : 'Einar Bolstad'
Cc : Heuvelmans Perret Carla
Objet :

Dear Sir,

Please send the complete bank references for the transfer of the metal account to Mrs Carla Heuvlemans Perret, attorney at law not later than Monday 26th, 2009.
Her e-mail address is chp@tourass.ch and you can reach her by phone on the number you will find underneath.

Best regards.

Rebecca BOUËDEC
Quai Gustave-Ador 18
CH - 1207 Genève
Tel.: 0041 22 736 71 61
Fax: 0041 22 735 81 58
E-mail: etude@tourass.ch ou rb@tourass.ch

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Emne:TR:
Dato: Mon, 9 Nov 2009 13:30:28 +0100
Fra:rb@tourass.ch
Til:einar.bolstad@gmail.com
CC:heolav@gmail.com

Dear Sir,

Please revert regarding my e-mails dated November 4th and 6th, 2009 as soon as possible.

Regards.

Rebecca BOUËDEC

De : Bouëdec Rebecca
Envoyé : vendredi, 6. novembre 2009 16:14
À : 'Einar Bolstad'
Objet : TR:

Dear Sir,

Please revert regarding my e-mail dated November 4th, 2009.

Regards.

Rebecca BOUËDEC

De : Bouëdec Rebecca
Envoyé : mercredi, 4. novembre 2009 13:50
À : 'Einar Bolstad'
Cc : 'hans eirik olav'
Objet :

Dear Sir,

Please let me know if the metal has been credited in favour of OTTO MALTA.

Regards.

Rebecca BOUËDEC
Quai Gustave-Ador 18
CH - 1207 Genève
Tel.: 0041 22 736 71 61
Fax: 0041 22 735 81 58
E-mail: etude@tourass.ch ou rb@tourass.ch

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---------- Forwarded message ----------

From: <lekarzinc@earthlink.net>
Date: Thu, Sep 18, 2014 at 10:49 PM
Subject: Re: Fwd: Approval signature ....
To: Hans <heolav@gmail.com>

I do not believe you had any authorization on any of the Strategic accounts.
If you did I would like to know who gave this to you.
Sent from my Verizon Wireless BlackBerry

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Enclosure 3: Boudec statement and Note given to ØK in sworn testimony
Enclosure 4: Bouedec Statement given to ØK in sworn testimony

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VEDLEGG 6 til Whistleblower filing (s.39-45)

[Logo]

REPUBLIC AND CANTON OF GENEVA
Judiciary
Public Prosecutor's Office

Route de Chancy 6B
P. O. Box 3565
1211 Geneva 3

[Stamp: Received on 20 July 2015]

Ref: P/9893/2011 - MSC
to be quoted in all correspondence

Received by
[Initials]____

CRIMINAL COURT ORDER OF 16 JULY 2015

HAVING REGARD TO THE PROCEEDINGS P/9893/2011

The Accused:	Ronald Edward LEKARZ
Date of Birth:	9 September 1955
Country of origin:	USA
Domicile:	4883 Montgomery Road, P.O. Box 2120, Ellicott City MD, USA
Represented by (principal):	Mr Olivier PECLARD, attorney, chemin Kermely 5, P.O. Box 473, 1211 Geneva 12
Place of detention:	- - -
Plaintiff(s) or other participant(s):	*Thule Drilling AS* in liquidation, assisted by Mr Pierre BYDZOVSKY, attorney, Etude Borel & Barbey, Rue de Jargonnant 2, P.O. Box 6045, 1211 Geneva 6

Dette må vi få se

IN FACT

The criminal proceedings P/9893/2011 were opened on 7 July 2011 by Geneva's Public Prosecutor following money laundering information from the *Money Laundering Reporting Office of Switzerland* (MROS), which was suspicious of two financial intermediaries of Geneva.

Thule Drilling AS, in liquidation to date, has consequently filed a complaint on 2 December 2013 and is the plaintiff.

Mutual legal assistance proceedings CP/349/2011 were in parallel initiated by the Public Prosecutor's Office of Geneva, upon request of prosecuting authorities of Norway, which filed actions closely linked to those of these proceedings against Hans Eirik QLAV.

Two mutual legal assistance requests, of 26 September 2012 and 16 January 2015, from the Public Prosecutor's Office of Geneva to the prosecuting authorities of Norway have allowed the submission of a copy of the proceedings of Norway in the proceedings of Geneva. A request of 27 November 2014 to Malta allowed the submission of banking documents.

On the merits, the complaint established the following acts, perpetrated between 2007 and 2011 in Geneva, of which Ronald LEKARZ is accused in these proceedings:

Ronald Edward LEKARZ,

- acting jointly with Hans Eirik OLAV,
- acquired *Strategic Alliances Corporation BVI* (hereinafter: SAC) with the latter from Tournaire et Associés in Geneva at the end of 2007;
- then attempted at first, at the end of 2007, to open an account for SAC with *UBS* in Geneva under the no. 0240-477 346, for the purposes of receiving the proceeds of a breach of trust committed to the detriment of *Thule Drilling AS* (under Norwegian law, specialising in the construction of oil drilling platforms) and sent the account details to Peter GJESSING of *Thule Drilling* on 27 December 2007 for these purposes;
- subsequently, following the failure of this attempt, has opened another account 304'1411 in the name of SAC with *Julius BÄR* in Geneva, for the purposes of receiving the proceeds of the same breach of trust committed to the detriment of *Thule Drilling AS*;
- has provided the details of the successive banks accounts of SAC to *Thule Drilling*'s employee responsible to make payments;
- has received unlawfully and in order to make illicit profits, on the account 304'1411 of SAC with *Julius BÄR*, which he controlled together with Hans Eirik OLAV, USD 5'500'000 transferred from the account of *Thule Drilling AS* with *Skandinaviska Enskilda Banken* in Oslo on 24 January 2008, namely the proceeds of the breach of trust committed by Hans Eirik OLAV to the detriment of *Thule Drilling AS* - Hans Eirik OLAV having, in his capacity of chairman of the board of directors of *Thule Drilling AS*, unlawfully ordered the transfer of USD 5'500'000 to the account 304'1411 of SAC with *Julius BÄR* and of USD 500'000 to an account held and controlled by Ronald LEKARZ in the United Arab Emirates, that is a total of USD 6'000'000, for the deceitful purpose of a remuneration which was in fact not due, and in order to unlawfully obtain those amounts together with Ronald LEKARZ;
- then on 31 January 2008, transferred USD 740'000 from the account 304'1411 of SAC with *Julius BÄR* to the account 0240-802'986 held by Hans Eirik OLAV with *UBS* Geneva (*UBS* account from which the funds were then withdrawn in cash and respectively transferred to different accounts in Switzerland or abroad to the profit of OLAV or of third-parties, the *UBS* account which was finally closed on 8 May 2009);
- transferred on 1st February 2008 USD 1'000'000 from SAC's account 304'1411 with *Julius BÄR* to the account 15.9267 which he held in his name with *Julius BÄR*;
- transferred on 6 May 2008 USD 500'000 from his account 15.9267 with *Julius BÄR* to buy shares on *Norinvest*'s account 581748 with *EFG Bank* in Zurich;
- transferred on 8 May 2009 USD 1'000'000 from SAC's account 304'1411 with *Julius BÄR* to buy shares on *Norinvest*'s account 581748 with *EFG Bank* in Zurich;
- transferred on 15 December 2009 USD 644'875 in gold from his account 15.9267 with *Julius BÄR* to the digital account 0128394 "*Asagranite*" which he held in his name with *BSI* in Geneva and NOK 596'596 on 18 December 2009 (after which his account with *Julius BÄR* was closed on 18 December 2009) – being emphasised that *the assets of BSI account are attached*;

- debited yet again from SAC's 304'1411 account with *Julius BÄR* (further to which, the latter [account] was closed on 2 December, 2009):

    - USD 1'500'000 on 6 February 2008 on the account of Profilgest with *Nordea Bank* in Oslo for the purchase of shares;
    - USD 300'000 on 6 February 2008 and USD 150'000 on 2 July 2008 on Mohammed AL GOSAIBI's account 0306735792 with *Samba Financial Group Al Khobar*, with respect to legal fees according to the wording;
    - EUR 30'000 on 23 September 2009, NOK 86'799 and NOK 153'200 on 29 September 2009 in cash in favour of Saelid Cato;
    - NOK 100'000 and NOK 200'000 on 13 October 2009 in cash in favour of Hans Olav ELDRING;
    - NOK 1'900'000 NOK on 29 October 2009 on the account 40018527328 of *Otto Malta Ltd.* with *Bank of Valetta* in Malta, controlled by Eirik Hans OLAV;
    - USD 1'130'000 in gold on 30 October 2009 on the 17743 account of *Otto Malta Ltd* with *Bank of Valetta* in Malta, controlled by Eirik Hans OLAV;
- used USD 500,000 received on his account in Dubai for different payments made to the United Arab Emirates;
- it being understood that these acts have led to the unjust enrichment of Ronald LEKARZ, Hans Eirik OLAV and third parties, up to a total amount of USD 6'000'000 USD, and have caused to *Thule Drilling AS*, prejudice of similar magnitude, and that these have also prevented, if not grievously complicated, the reconstitution of the flow of funds and the confiscation respectively the restitution of the proceeds of crime.

Ronald Lekarz's assets on the 0128394 digital account "*Asagranite*" with BSI - totaling to date the equivalent of around 660'000 CHF - have been seized as being the proceeds of crime. *Thule Drilling AS* claims a refund thereof.

Ronald Lekarz sought the services of an attorney, requested the lifting of the attachment of his assets and offered to come and explain his case in Geneva.

Ronald Lekarz was placed in custody on 6 November 2013 for breach of trust and money laundering in respect of the acts described above. He was then informed of the proceedings.

Ronald Lekarz contested any unlawful activity, stating that he was or at least thought he was the sole shareholder of *SAC*, that he was not aware of the amounts being debited from the account of *SAC* with *Julius BÄR* account in favour of OLAV's friends, that *SAC* was set up to help *Thule Drilling* solve the problems in the Persian Gulf, and that the amount of USD 6'000'000 USD was due as success fee.

Ronald Lekarz did not appear at the hearing of 8 January 2014, during which the liquidators of *Thule Drilling* confirmed their plaint.

Ronald Lekarz was heard again on 8 April 2014. He stated he had to hold the shares of *SAC* in a fiduciary capacity, namely as trustee for Gulf investors whose identities he refused to reveal. He confirmed that the 6,000,000 USD was owed to him

for his work, and explained that these constituted the initial investment for the business which SAC intended to develop in the Gulf.

Ronald LEKARZ did not attend the hearings of 17, 18 and 19 September 2014.

Ronald LEKARZ subsequently pretended to be in financial difficulty and went on to announce – usually at the last moment – that he would not attend the hearings conducted, the last one being on 14 April 2015, despite the fact that he was informed that he could request that his costs be borne and that safe-conducts would be issued to him.

Ronald LEKARZ again promised to indicate his availability, to submit his air tickets to Europe and to attend the new hearings. He eventually, through his lawyer, requested the Legal Assistance Service to apprise him of the cost of his travel to Geneva, so that his lawyer was able to purchase and dispatch air tickets for him to attend a preliminary hearing on 16 July 2015.

On the eve of the hearing, namely on 15 July 2015, Ronald LEKARZ apprised his lawyer that a swollen knee prevented him from traveling, without producing however any medical certificate demonstrating that an occurrence of this nature would prevent him from traveling and being questioned. Ronald LEKARZ promised to come during the week of 27 July 2015.

The Public Prosecutor held that Ronald LEKARZ was not validly excused since his behavior showed a lack of interest in the proceedings and a lack of consideration for the victim and the prosecutors. Scheduling a new hearing would have likely met with a new postponement.

Uten etterforskning

However, the inquiry is complete and the bankruptcy estate of *Thule Drilling* should retrieve the assets which are still available.

The proceedings showed that the transfer instructions were given by Ronald LEKARZ and Hans Eirik OLAV, *through Profilgest*.

On 12 January 2015, the District Court of Oslo sentenced Hans Eirik OLAV to 4 years of imprisonment for breach of trust of USD 6'000'000 occasioned to the detriment of *Thule Drilling*. The Norwegian judges noted that OLAV was unjustly enriched by these criminal acts amounting to 4,050,000 USD, LEKARZ by USD 2'350'000 and AL GOSAIBI, their partner in the Gulf, by USD 450'000 USD.

During his hearing in the USA on 6 October 2014 in connection with the Norwegian proceedings, Ronald LEKARZ stated that he knew that OLAV was the other shareholder of SAC (minutes, p. 64 *et seq.*), while contending that neither him nor OLAV were actually the beneficial owners, but that he acted as trustee for the Gulf investors. LEKARZ also denied having a personal account in Switzerland (minutes, p. 141) before acknowledging the contrary (*ibid.* p . 152 *et seq.*) , while claiming to be unaware that USD 1 million had been transferred from *SAC*'s account with *Julius BÄR* (*ibid.*, p. 155) and then asserting that it was in fact related to the funds of *SAC* (*ibid.*, p. 158). LEKARZ also admitted to having transferred funds from the Maltese account but stated that he was unaware that it was OLAV's account (*ibid.*, p. 159-160). LEKARZ finally denied having received funds from OLAV, before refusing to answer to this question (*ibid.*, p. 160).

However, it has been concluded from the Norwegian inquiry and a rogatory commission in Malta in these proceedings is that *Otto Malta Ltd* or at least the assets on the account

which it held in Malta with *HSBC* actually belonged to Hans Eirik OLAV, and that the latter had instructed *HSBC* in May 2011 to sell gold and transfer its equivalent value to a personal account which he had just opened with *Bank of Valletta* in Malta. On 15 June 2011, USD 60'000 were credited from this account with *Bank of Valletta* held by OLAV to an account held by LEKARZ with *Wells Fargo Bank* in Philadelphia in the USA.

In addition, USD 1'557'000 were then transferred from the Hans Eirik OLAV's account to the *Bank of Valletta* in Malta to *CSCS Partners Inc.*'s account with UBS Monaco, of which the official beneficial owner is Alexander VIK (former shareholder of *Thule Drilling*). From the latter account, USD 60'000 had, yet again, been transferred on 30 September 2011 to the account held by LEKARZ with *Wells Fargo Bank* in Philadelphia in the USA.

The facts shall be held as proven, and the denials and explanations of Ronald LEKARZ shall be deemed implausible.

Hvor er dommen hvor dette er funnet bevist?

It will be noted that there was a particularly poor collaboration on the part of Ronald LEKARZ. Ronald LEKARZ systemically lied and made up fancy explanations and has demonstrated a nonchalant attitude, to say the least, towards authorities investigating his acts. Ronald LEKARZ has not even made any effort to compensate the victim. In particular, he never offered to refund part of the proceeds of the offence which were still available in Switzerland.

The accused is 59 years old, married and has children. He works as consultant and claims to have no income or wealth. However, he is seemingly the owner of his house in the USA. He submitted US tax returns showing a gross revenue of USD 48'000 in 2009, USD 24'100 in 2010, USD 8'770 USD in 2011, USD 11'700 in 2012 and USD 33'000 in 2013. It is noted that his tax return in 2011, also the smallest, makes no mention of the USD 120'000 received during that year into an account in the United States nor the USD 1'000'000 USD kept in Switzerland.

The accused has no criminal record in Switzerland.

IN LAW

The alleged facts are established. They are constitutive of concurrent breach of trust (Art. 138 CC) and money laundering (Art. 305 *bis* CC).

These offenses were carried out concurrently, in that each party acted in concert with the other, that is by joining and participating fully and without reserve in the decision, organisation and materialisation of the offenses to the extent that and in conditions which made it seem like they are the main authors, each of them wishing the acts perpetrated to be acknowledged as his own action, whether or not he participated in the actual execution thereof.

The sentence is determined according to the guilt of the perpetrator, in particular according to the severity of the facts, his intent, his background and his personal situation (Art. 47 CC).

Since these offenses run concurrently, the penalty of the most serious offense will be increased by a reasonable degree (Art. 49 para. 1 CC).

Financial gain is the sole purpose of the accused's intentions, without any consideration whatsoever for the property of others. His collaboration was particularly poor.

Given the seriousness of the offences and considering the statutory limit of the sentence provided for the Criminal Court Order, the offender shall be sentenced to pay a monetary fine of 180 daily penalty units.

Taking into consideration the resources of the offender, the daily penalty unit is fixed to an amount of CHF 500.

The sentence shall be conditional and the probation shall be fixed to a period of five years (Art. 42 paras. 1 and 2 CC).

A forthwith fine of CHF 10'000 shall be immediately upheld (Art. 42 para. 4 CC). Alternatively, the offender shall be subject to a custodial sentence of three months if he fails to pay the fine.

The attached balance of the assets in the digital account 0128394 *Asagranite* held by Ronald LEKARZ in his own name with *BSI* Geneva shall be returned to *Thule Drilling AS*, in liquidation (Art. 70 para. 1 *in fine* CC, Art. 267 para. 3 and Art. 353 para. 1 let. h CPC). In addition, *Thule Drilling* shall bring civil action against the offender.

The offender shall be sentenced to pay the procedural costs, except the costs relating to the *ex officio* defence (Art. 422 and Art. 426 para. 1 CPC), subject to any reimbursement of the lawyer fees as per Art. 135 para. 4 CPC.

A subsequent decision shall be taken regarding the offender's lawyer's fees.

RULING

Therefore, the Public Prosecution:

1. Declares Ronald Edward LEKARZ guilty of breach of trust (Art. 138 CC) and money laundering (Art. 305*bis* CC).

2. Sentences him to a monetary fine of 180 daily penalty units.

   Fixes the daily penalty unit to an amount of CHF 500.

   Grants the benefits of a conditional sentence to the convict.

   Fixes the probation to a period of five years.

   Upholds a forthwith fine of CHF 10'000.

   States that the convict shall be subject to a custodial sentence of three months if he fails to pay the fine.

3. Orders the restitution to *Thule Drilling AS*, in liquidation, on its behalf to Mr. Pierre BYDZOVSKY, Etude Borel & Barbey, Rue de Jargonnant 2, P.O. Box 6045, 1211 Geneva 6 – of the remaining balance of the attached assets in the digital account 0128394 *Asagranite* held by Ronald LEKARZ with *BSI* Geneva.

   Refers *Thule Drilling AS*, in liquidation, to bring civil action against Ronald Edward LEKARZ for its civil claims resulting from the offences.

4. Sentences Ronald Edward LEKARZ to pay the procedural costs – excluding the *ex officio* lawyer's fees (to be determined later) and the translator's fees (CHF 4'553) – amounting to **CHF 4'500**, including criminal fees amounting to CHF 2'000.

   States that the fees of the *ex officio* lawyer shall be subject to a separate decision.

5. Notifies this Order to:

   - **Ronald Edward LEKARZ**, residing at 4883 Montgomery Road, P.O. Box 2120, 21043 Ellicot City MD, USA, but electing domicile at the office of Mr. Olivier PECLARD, attorney, chemin Kermely 5, P.O. Box 473, 1211 Geneva 12;

   - ***Thule Drilling AS***, in liquidation, represented by its counsel Mr. Pierre BYDZOVSKY, attorney, Etude Borel & Barbey, Rue de Jargonnant 2, P.O. Box 6045, 1211 Geneva 6;

6. Sends a copy of this Order, once final and binding, to:

   - Cantonal Population and Migration Office (*Office cantonal de la population et des migrations*)

   - Money Laundering Reporting Office (*Bureau de communication en matière de blanchiment d'argent*).

Geneva, 16 July 2015

[Signature]	[Signature]
Ana DI LENARDO	Claudio MASCOTTO
Bailiff	Prosecutor

[Stamp: Public Prosecutor's Office – Republic and Canton of Geneva]

VEDLEGG 7 til Whistleblower filing (s.46-49)

Sent by a friend on my behalf

Sent: Thursday, September 01, 2016 9:02 PM
To: 'strategic@reagan.com'; 'lekarzinc@earthlink.net'
Subject: Thule Drilling - Hans E. Olav

Dear Mr. LeKarz

September 1st 2016

I refer to my e-mail to you of 12th August 2016. Although I am fully aware that I am in no position to request a response from you, I nevertheless find it proper to inform you of Mr. Olav's next steps.

As you know, Mr. Olav is in possession of email exchanges and documents pertaining to the closing of various accounts in Switzerland involving yourself; Strategic Alliances Corporations (SAC); officers of Profilgest (Mr. Claude Tournaire, Mr. Hans Olav Eldring and Mrs. Rebecca Bouëdec); and certain Swiss banks. These documents include a memo from a meeting between yourself and Mrs. Bouëdec, in which you refer to the Saudi Royal family (specifically HRH Prince Misha'al) owning 85 % of SAC and yourself 15 %.

Furthermore you will recall that in the fall of 2009 the officers of Profilgest and the Swiss Bank Julius Baer were in trouble, presenting you with the option of either signing a W-9 form (which is a voluntarily disclosure for US Citizens to the IRS), or close down all the mentioned "unnumbered" (anonymous) accounts pertaining to yourself and SAC. For reasons explained below, the latter option (suggested by Profilgest and Julius Baer and adopted by you/SAC) could seem to constitute an act meant to conceal the existence of these accounts from the US authorities, i.e. IRS, as well as the Saudi ownership interests in same.

As a gesture of goodwill towards yourself and members of the Saudi Royal family, Mr. Olav agreed to put his name and reputation on the line to protect the true owners. It now appears that Mr. Olav has been (mis)used as a conduit to accomplish the above, with a promise – I understand – from yourselves that the solution was temporary and that you and the Saudis would take appropriate action to ensure that the accounts, and in particular the metal account, would be administered by the rightful owners, i.e. yourself and SAC. Nothing of the sort took place, and Mr. Olav was left with the responsibility of protecting your and the Saudis interests.

I must say that to this day, Mr. Olav has done his utmost under very difficult circumstances to protect your and the Saudis interests, and – obviously – at great personal sacrifices. In so doing, this according to you I understand, the Saudis seems to blame Mr. Olav for failing to protect your and the Saudi Royal family's interests in said accounts. Thus, their apparent unwillingness to help Mr. Olav at this difficult juncture in his life. The only reason I can see why the Saudis blame Mr. Olav, must be that a true account of what took place has not been properly disclosed to them.

Another element could potentially escalate the matter. As you will recall, based on information provided by yourself to Mr. Olav and his Norwegian lawyers, Profilgest had/has a client list of about 200 individuals; consisting mainly of US, European and Norwegian citizens. Through Profilgest, many of these clients used their unnumbered accounts to invest

in portfolios held and managed by, among others, UBS, Credit Suisse and Julius Baer, "right under the nose" of the IRS. This concealed investment scheme continued for those clients who chose to close down and move their accounts to smaller Swiss banks, still aided by Profilgest and these larger Swiss banks, i.e. much the same procedure as in your and SACs case.

I assume that you know by now that Mr. Eldring is currently undergoing investigations by Scotland Yard Fraud Squad in connection with fraudulent activities involving tens of millions of Euros while acting as an officer of Credit Suisse. In this regard Mr. Eldring is suspected of having defrauded high ranking Saudi Arabian officials in a property scam in London.

Norwegian prosecutors have built their case against Mr. Olav on the notion that he was the true owner of SAC, together with you. To cement this notion the prosecutors have gathered and most likely contributed to the fabrication of false testimonies from Mr. Tournair, Mr. Eldring and Ms. Bouëdec. These testimonies were subsequently misused by Swiss and especially Norwegian authorities to falsely claim to the Norwegian courts that the reason for what happened in the fall of 2009 (closing of accounts and dissolution of SAC) was that Mr. Olav and you felt the heat of Thule's new Chairman's warning that an imminent investigation was under way, and thus were eager to cover up/remove any traces that could backfire. If the Norwegian court that sentenced Mr. Olav had been told the truth – that this whole operation was instigated by Julius Baer and Profilgest, due to requests/demands from IRS – Mr. Olav would most likely be a free man today. Instead this evidence was concealed from the Norwegian courts by the Norwegian police and prosecutors, for obvious reasons: They would have no case against Mr. Olav if they told the truth to the courts.

In light of Mr. Olav's precarious position of having to serve 4 years in prison due to false testimonies given by the abovementioned officers of Profilgest, including the fact that no one seems able or willing in helping Mr. Olav with available and appropriate much needed evidence, I do sympathize with Mr. Olav when he now has decided to disclose all details of the above described circumstances to the IRS, The USA Department of Justice, Swiss fraud and money laundering authorities (MROS), and Scotland Yard Fraud Squad. The objective is obviously to initiate a broad international investigation which most likely will produce the needed documentation in regards to the true ownership of SAC, as well as bring to light what actually has taken place in Switzerland in this matter.

Although it stands as inevitable that your name – in addition to the representatives of the Saudi Royal family (including HRH Crown Prince Misha'al, Mr. Gosaibi and others, i.e. the true owners of SAC) as well as all documents relating to them and aforementioned accounts and what actually took place in Switzerland in this matter – will be exposed, this should not be regarded as harmful or damaging to you or your Saudi friends as long as it becomes clear that the decision to close and transfer the above mentioned accounts was made by the true owners. Should this fact continue to be suppressed, which then would indicate that the closing and transfer of the accounts was nothing but a cover-up to avoid IRS/others, then there is no other way around this than for Mr. Olav to execute what he has planned. A whistleblow on this matter will surely attract the attention it deserves.

An alternative to the above mentioned scenario would be to assist Mr. Olav – as previously discussed from your and your Saudi cooperation partners' end – in presenting hard facts that reveals the true ownership of SAC; documents that can be presented before a Norwegian court and/or the Norwegian Justice Department. The logical conclusion to be drawn under this

scenario, would be that no wrongdoings were committed in the closing and transfer of the abovementioned accounts, which of course would please and satisfy Mr. Olav that no actions to the contrary at this time is necessary. In other words, this – to finally bring about the facts – is a good solution for everyone concerned.

I am sure you understand that, in my mind, there could be no other logical explanation for your and your Saudi partners' aversion to assist Mr. Olav than protecting yourselves from the abovementioned actions and the scrutiny of said government agencies (there is another explanation, though; that a secret onerous deal has been struck between certain actors in this matter, including Norwegian and Swiss officials). In the case of the Saudi Royal family; possibly also concerns about avoiding public embarrassment. Mr. Olav also realize that your case in Switzerland was "kept under wraps" so that the Swiss banks and Swiss authorities could avoid having to deal with IRS, the Justice Department and others in what would appear to be a cover up of illegitimate practices by Profilgest, Swiss banks, and now also Swiss authorities. In other words; Swiss and Norwegian authorities coerced the actors in this play and committed a crime when covering up the extensive cross-border fraud and money laundering activities carried out by Profilgest, its officers and the Swiss banking system. A huge scandal was thus suppressed by loading everything upon Mr. Olav's shoulders. Add to this that Norwegian prosecutors (Økokrim), secretly, willingly and knowingly participated in these proceedings with the Swiss authorities, Mr. Eldring, Mr. Tournair and the Liquidator of the Thule Estate, thereby defusing their own illegitimate actions, and in so doing ensured that Mr. Olav was left "holding the bag for everyone else"

So and unless Mr. Olav is relieved of a responsibility that clearly and easily can be remedied by you and your Saudi partners, for which he is about to enter prison for 4 years, a complete dossier, including IRS whistleblower forms, will be distributed through his lawyers in Norway to the abovementioned international fraud and money laundering authorities, including the US Justice Department and IRS. A copy of the dossier will also be sent to HRH Prince Misha'al, Mr. Gosaibi and the offices of Dharan Oil and Advanced Business for Modern Technology and the Saudi embassy in Norway.

As I understand has been discussed many times between you and Mr. Olav, the following original documents/evidence proving:

1) the ultimate beneficial owners of SAC being representatives of the Saudi Royal Family (hence freeing Mr. Olav of the assumption of being owner of SAC);

2) that these owners at all times were the recipients of the USD 6 million, albeit with yourself as Trustee; and

3) that Mr. Olav was provided with a loan from the ultimate beneficial owners,

should be signed by the appropriate representative(s)/public office in Saudi i.e. representing HRH Prince Misha'al, and notarized by a recognized government body in Saudi Arabia. I am aware that you have discussed what is required at length with Mr. Olav. Upon your request you were even given a copy of Mr. Olav's passport for this purpose. As I understand you confirmed more than one year ago that you would be travelling to the Middle-East to ensure this being done, telling Mr. Olav that the Saudis were already contemplating a government go government dialog to ensure that the wrongful criminal proceedings against him would cease.

But, nothing happened. Whatever your reasons for this silence, it surly covers up for the mistrial against Mr. Olav.

I have been informed that unless Mr. Olav – who obviously acts under duress at this moment – receives these documents by 11th September 2016, he will have no choice but to act as advised above, that is to execute his plan and distribute a dossier including evidence of the above events in Switzerland to said agencies and authorities, as well as initiate meetings with appropriate liaison officers at the US embassy in Norway.

From what I have learned you are a man of good will, and I do wish and hope that you could use your network, friends and good will to help out in this situation.

In waiting for your favourable response,

COMMENT:
Email of 23 October from Bouedec to Bolstad. This email Økokrim has conveniently excluded from their interregation of Bolstad, thus avoiding asking Mr. Bolstad about profilgest and Bouedec and whether she gave him any information about the real owners of SAC. Instead they focused on emails between HEO and Bolstad.

VEDLEGG *8* til Whistleblower filing (s.*50*-55)

Emne: URGENT IMPORTANT MATTER
Dato: Fri, 9 Oct 2009 15:54:10 +0200
Fra: etude@tourass.ch
Til: heolav@gmail.com

URGENT IMPORTANT MATTER

Dear Mr Olav,

You announced that you intended to come to Geneva in the beginning of October.
The time is running out and we therefore forward you hereby a letter received from Julius Bär.
The bank should be in possession of a W - 9 form (see encl.) which has not been completed since one of the beneficial owners is American.
Failing the receipt of the said form, the bank will discontinue the acount relationship.
Please let us have your instruction by October 12th, 2009, in order to let the bank know asap to which account the assets of SAC have to be transfered.
(The Voluntary Disclosure Program of the IRS has been extended until October 15th, 2009.)

Looking forward to hearing from you.

Best regards.

LAW OFFICE TOURNAIRE & ASSOCIATES

Rebecca BOUËDEC
Quai Gustave-Ador 18
CH - 1207 Genève
Tel.: 0041 22 736 71 61
Fax: 0041 22 735 81 58
E-mail: etude@tourass.ch

Julius Bär

Zurich, 4 September 2009

Voluntary Disclosure Program

Dear Client

As part of its constant monitoring of the market environment, Bank Julius Baer & Co. Ltd. is bound to review its offering in order to meet its service excellence goals in compliance with all applicable laws, rules and regulations. In the course of such monitoring procedure it has come to our attention that we are not in possession of a W-9 form for your relationship with our bank. We therefore kindly request you to provide us with the respective form or other proof of U.S. tax compliance by the end of September 2009.

In case of doubt regarding your U.S. tax return filing or other disclosure obligations with respect to your assets deposited with our bank, you may want to consult with your U.S. tax advisor to determine whether you have any additional obligations. In this respect we would like to draw your attention to the Voluntary Disclosure Program of the Internal Revenue Service (IRS). It is our understanding that this program is open until 23 September 2009.

Unfortunately, we cannot advise our clients on U.S. tax matters but we would gladly assist in supplying transaction slips, account and safe custody account statements which you may need for the purpose of a possible self declaration should this be necessary. Please note that the preparation of the documents needed for the initial submission requires at least ten business days while the preparation of a full set of statements is even more time-consuming and may require several weeks.

Please be informed that we have decided to discontinue any account relationships for which we have not received proper documentation of U.S. tax compliance by the end of September 2009. In this case, we kindly ask you to submit to us your written account closure and transfer instructions by 15 October 2009.

Yours faithfully
Bank Julius Baer & Co. Ltd.

BANK JULIUS BAER & CO. LTD.
Bahnhofstrasse 36, P.O. Box, CH-8010 Zurich, Telephone +41 (0) 58 888 1111, Fax +41 (0) 58 888 1122, www.juliusbaer.com

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

VEDLEGG 9 til Whistleblower filing (s.56-65)

REPUBLIQUE ET CANTON DE GENEVE
Pouvoir judiciaire
Ministère public

Genève, bâtiment du Ministère public
le 8 janvier 2014 à 09 heures 00

Procureur : Claudio MASCOTTO

Greffière : Ana DI LENARDO

Analyste : Makenga TSHITUNDU

Réf : P/9893/2011
CP/349/2011
à rappeler lors de toute communication.

PROCES-VERBAL D'AUDIENCE

Assistent à l'audience :

- ***M. Makenga TSHITUNDU, analyste en criminalité financière au Ministère public,***
- ***M. Egil NAUSTVIK et Mme Kathrine EVENSEN, investigateurs rattachés à ØKOKRIM, auprès du Ministère public d'Oslo***

Monsieur Ara SIMSAR fonctionne en qualité d'interprète en anglais et est rendu attentif à son obligation de traduire fidèlement les questions et les réponses ainsi que de garder le secret sur les faits portés à sa connaissance, sous peine de violer l'article 307 CP dont le contenu lui a été rappelé.

Taxé CHF.....

Me Carla REYES, excusant Me Benjamin BORSODI, assiste :
Monsieur Ronald LEKARZ,
Né le 19 septembre 1955, analyste et consultant en matière commerciale,
Domicilié c/o Me BORSODI Benjamin, Etude Schellenberg & Wittmer,
Rue des Alpes 15bis, Case postale 2088, 1211 Genève 1,
Prévenu dûment convoqué, ne se présentant pas à l'audience, excusé;

Me Pierre BYDZOVSKY assiste :
THULE DRILLING AS en faillite
Représentée par Monsieur Erik SANDTRØ, liquidateur de la masse en faillite de THULE DRILLING AS et Monsieur Per ØDEGAARD, Chartered accountant,
Domicilée c/o Me BYDZOVSKY Pierre, Etude Borel & Barbey,
Rue de Jargonnant 2, Case postale 6045, 1211 Genève 6,
Plaignante, rendu attentive à ses droits et devoirs,
Qui se présente sur mandat de comparution.

Laquelle déclare:

Nous sommes d'accord que Monsieur Ara SIMSAR fonctionne en qualité d'interprète dès lors que nous n'avons aucun lien avec lui.

Le Procureur soumet aux investigateurs norvégiens un formulaire par lequel ils s'engagent à ne faire aucun usage des informations recueillies durant l'audience et la consultation du dossier jusqu'à ce que les pièces soient transmises par la voie de l'entraide.

Le Procureur informe par ailleurs les parties qu'en raison de la double nature de l'audience, tenue à la fois dans la procédure nationale avec la participation de la masse en faillite comme plaignante, et dans la procédure d'entraide avec la participation de l'Autorité requérante, il a dû demander à la partie plaignante de s'engager à ne faire aucun usage des informations et des pièces auxquelles elle aura eu accès dans la présente procédure, dans quelque procédure que ce soit en Norvège, et ce jusqu'à ce que les documents ait été transmis à la Norvège selon les voies de l'entraide. Cette requête vise à éviter que les règles sur l'entraide ne soient contournées.

THULE DRILLING AS

Nous nous engageons à ne faire aucun usage des informations et des pièces auxquelles nous avons eu accès dans quelque procédure que ce soit en Norvège jusqu'à ce que ces pièces et informations ne soient transmises aux Autorités norvégiennes suivant les voies de l'entraide.

Nous prenons note que nous sommes entendus en qualité de personnes appelées à donner des renseignements.

Vous nous rendez attentifs à notre obligation de déposer ainsi qu'aux conséquences pénales possibles d'une violation des articles 303 à 305 CP, dont le contenu nous a été rappelé. Nous avons en outre pris connaissance de nos droits au sens de l'article 107 et 117 CPP, dont copies nous ont été remises.

Nous confirmons que THULE DRILLING AS est représentée à Genève par Me Pierre BYDZOVSKY.

Nous confirmons vouloir participer à la procédure pénale, au pénal et au civil.

Nous confirmons la plainte déposée le 2 décembre 2013 et confirmons notre requête de voir restituer à la masse en faillite les avoirs séquestrés à Genève.

Monsieur Erik SANDTRØ

Ce que nous savons à propos de Ronald LEKARZ et de Strategic Alliance Corporation (SAC), nous le tenons des documents que nous avons découverts et des auditions que nous avons conduites.

Je voudrai ajouter que nous avons tenté à plusieurs reprises d'entrer en contact avec M. LEKARZ et d'obtenir de lui des explications, mais il n'a jamais répondu. Nous avions réussi à lui fixer un rendez-vous à Dubaï en octobre 2010, mais il a annulé la rencontre au dernier moment, en raison de la maladie de sa sœur.

Nous savons que THULE DRILLING AS avait passé un accord avec M. LEKARZ pour qu'il fonctionne comme consultant, le 26 juin 2007. Cet accord a été exécuté par THULE DRILLING AS jusqu'à l'ouverture de la procédure de faillite. THULE DRILLING AS a payé USD 30'000 par mois à M. Ronald LEKARZ sur son compte personnel auprès d'une banque dont nous vous indiquerons les coordonnées. Au total, THULE DRILLING AS a dû verser

environ NOK 7 millions à M. Ronald LEKARZ. Cette somme incluait les dépenses. Le dernier paiement a eu lieu en avril 2010.

S'agissant des services qu'il a prêtés aux termes de cet accord et en échange de ses honoraires, nous n'en avons aucune connaissance directe, mais nous supposons qu'il a agi comme médiateur ou coordinateur dans différents procès aux Emirats Arabes Unis (UAE).

Monsieur Per ØDEGAARD

Les services que devait prêter M. Ronald LEKARZ sont décrits dans l'annexe à l'accord. Nous n'avons trouvé aucun autre document à ce sujet en particulier aucun rapport établi par M. Ronald LEKARZ. Nous avons par contre des factures et des justificatifs des dépenses.

M. OLSEN, M. OLAV et M. GJESSING ont soutenu durant leurs auditions qu'ils avaient rencontré M. LEKARZ à Dubaï et Sharja. Ils ne nous ont remis aucune documentation, mais nous ont par contre donné de nombreuses explications. En résumé, M. LEKARZ les aurait aidé à progresser dans les procédures émiraties, lesquelles peuvent être notoirement longues et leurs aurait permis d'obtenir une décision cruciale.

Monsieur Erik SANDTRØ

Il y a ensuite les accords passés entre THULE DRILLING AS et SAC. Nous avons trouvé plusieurs documents. Tout n'est pas complètement clair à ce jour.

Le premier accord, le *Mandate Agreement*, date du 30 décembre 2007. Il charge SAC de vendre ou de louer les plateformes. Au niveau de la rémunération, il prévoit un pourcentage qui n'est pas défini, ce qui n'a, à notre avis, aucun sens. Il est exact que SAC devait agir comme représentant ou comme courtier de THULE DRILLING AS, et non en son nom propre.

Monsieur Per ØDEGAARD

J'aimerais indiquer qu'à cette même période, soit à fin 2007, THULE DRILLING AS n'avait quasiment plus de liquidités, et avait par ailleurs des engagements envers les constructeurs de plateformes et les fournisseurs.

Toujours à la même période, une augmentation de capital avait rapporté NOK 62 millions. Les nouvelles actions avaient été souscrites par les actionnaires de THULE DRILLING AS. La moitié des fonds ainsi récoltés a servi à payer les USD 6 millions à SAC et M. LEKARZ. Je précise que la souscription était sans lien avec les sommes payées à LEKARZ et SAC. Elles visaient à accroître les disponibilités de THULE DRILLING AS. Il n'y avait pas de prospectus. M. OLSEN était l'actionnaire majoritaire au travers de sa société NORINVEST, qui détenait 45 % au moment de l'ouverture de la faillite. M. Alexander VIK détenait quant à lui indirectement une autre part importante du capital, de 10 à 15% sauf erreur, diluée à 6.2% au moment de la faillite, dont une partie au travers de sa holding offshore SEBASTIAN HOLDINGS. THULE DRILLING AS n'était pas cotée à la bourse d'Oslo. Sa demande avait été rejetée. Ses actions étaient toutefois négociées sur le marché OTC.

Les prévisions comptables et budgétaires de THULE DRILLING AS ne mentionnaient aucun engagement de payer USD 6 millions à M. LEKARZ ou à SAC. Nous avons interrogé les personnes responsables de la tenue de la comptabilité et de l'établissement des prévisions chez THULE DRILLING AS. Elles ont été surprises lorsqu'est arrivé l'ordre de virer les USD 6 millions. Elles n'avaient pas été informées et n'ont obtenu aucune explication. Elles se sont contentées d'exécuter les instructions. Ces instructions leur avaient été données par M. Peter GJESSING. Lui-même avait demandé des explications et de la documentation à M. OLAV et M. LEKARZ avant de donner l'instruction de paiement.

Sur question de Me Carla REYES, M. GJESSING était bien le CEO de THULE DRILLING AS à l'époque.

Sur question du Procureur, concernant la première tentative de virement, de USD 6 millions à l'UBS Genève, qui a échoué, nous ne disposons que des documents bancaires, mais d'aucune signature. En ce qui concerne la deuxième tentative, qui a réussi, l'ordre de virer les USD 500'000 sur le compte à Dubaï de M. LEKARZ est signé par M. OLAV et M. OLSEN. C'est la pièce N° 10.3, annexée à notre plainte. En ce qui concerne les USD 5.5 millions, nous n'avons que l'avis de débit de la SEB, soit la Banque de THULE DRILLING AS. L'ordre a, je crois, été donné par courriel.

S'agissant des personnes de THULE DRILLING AS qui ont donné l'instruction de virer les USD 5.5 millions, nous ne savons pas exactement qui a donné les nouvelles instructions à la banque, mais il faut dire qu'il s'agissait d'une instruction préalable qui n'avait pu être exécutée. C'est en tout cas notre compréhension.

Nous ne disposons que de ce que nous avons trouvé dans la documentation de THULE DRILLING AS.

Monsieur Egil NAUSTVIK

Nous n'avons pu trouver, à propos du virement de USD 5.5 millions aucune autre documentation que celle évoquée par M. Per ØDEGAARD.

Monsieur Per ØDEGAARD

M. GJESSING avait mentionné à deux reprises ces nouveaux virements dans les rapports hebdomadaires annexés à notre plainte aux pièces 3.9 et ss.

A propos de la manière dont les décisions de payer ont été prises et les instructions transmises, M. OLSEN a expliqué qu'il ignorait tout. Lorsque nous l'avons confronté avec sa signature au bas de l'instruction de virer USD 500'000 à Dubaï, il a répondu qu'il signait tellement de documents qu'il n'avait pas conscience de ce qu'il faisait. Lorsque nous lui avons demandé s'il avait lu les rapports hebdomadaires, il nous a répondu qu'il n'avait pas accès à ses courriels durant cette époque.

M. OLAV quant à lui a admis avoir approuvé les paiements, et expliqué que ceux-ci étaient dus en vertu d'un accord. Lorsque nous lui avons demandé de quel accord il voulait parler, et s'il pouvait nous montrer un accord, il a été incapable de nous répondre.

M. GJESSING, enfin, explique que tant M. OLSEN que M. OLAV étaient informés, et qu'ils avaient tous deux approuvé le paiement.

Nous comprenons de tout cela que tous trois admettent qu'il n'y a jamais eu d'accord écrit. De son côté, M. LEKARZ soutient qu'il a signé un accord dont il a remis les deux exemplaires à M. OLSEN, sans jamais en recevoir un en retour.

Monsieur Egil NAUSTVIK

Sur question de Me Carla REYES, j'indique que la copie d'une éventuelle instruction écrite pour le virement de USD 5.5 millions sera demandée prochainement à la banque, mais je précise que selon ma compréhension, les instructions ont vraisemblablement été données par e-banking.

Monsieur Per ØDEGAARD

Sur question de Me Carla REYES, je suis presque certain que lors des nombreux entretiens que nous avons eu avec eux, et au cours desquels nous demandions toujours où était la documentation, les trois directeurs ont admis qu'il n'a avait pas eu d'accord écrit avec M. LEKARZ et SAC. Quant à savoir s'il y avait eu un accord oral avec M. LEKARZ et SAC, nous avons reçu trois réponses différentes :

- M. OLSEN prétendait tout ignorer;
- M. OLAV soutenait que la somme était due en vertu d'un accord;
- M. GJESSING expliquait avoir donné l'instruction de payer par ce qu'on lui avait dit de faire ainsi; par on, j'entends M. OLSEN et M. OLAV.

Monsieur Erik SANDTRØ

Sur question de Me Carla REYES, les interrogatoires des directeurs ont peut-être fait l'objet de notes internes, mais n'ont pas été protocolées de manière officielle. Ces trois mêmes personnes ont également été interrogées par la police, et leurs auditions ont fait l'objet de procès-verbaux.

Sur question du Procureur, les trois directeurs ont, selon mon souvenir, donné à la police les mêmes explications qu'ils avaient donné aux liquidateurs.

Monsieur Per ØDEGAARD

A propos de la manière dont la décision a été prise à l'interne chez THULE DRILLING AS, nous disposons des courriels entre M. OLSEN et M. LEKARZ, dès le 19 décembre 2007. Je relève en passant que cette correspondance contredit l'ignorance affichée par M. OLSEN.

Les seuls documents de l'époque des paiements que nous avons pu retrouver sont les échanges de courriels et les rapports hebdomadaires. Je souligne que les procès-verbaux du Board of Directors ne font aucune mention à propos du paiement de USD 6 millions, et ce jusqu'en 2010.

Le paiement de USD 6 millions a été abordé par le Board of Directors en 2010 seulement, après que M. Aage THOEN eut été désigné comme nouveau Chairman suite à l'ouverture de la faillite, et qu'il eût conduit des investigations au sujet d'un paiement fin 2007, début 2008, sur lequel circulaient des rumeurs.

Cette information figure à la pièce 3 annexée à notre plainte, soit le rapport de Me BJERKE, établi à la requête de M. THOEN.

A fin 2007, était membre du Board of Directors M. OLAV, M. OLSEN et M. Frederik STEENBUCH.

Un accord de l'importance de celui qui aurait prétendument donné droit à LEKARZ et SAC de se voir payer USD 6 millions aurait probablement nécessité une Board Resolution. L'accord du Board of Directors et de l'Assemblée générale des actionnaires auraient même certainement été nécessaires dès lors que M. OLAV était à la fois actionnaire de SAC et membre du Board of Directors.

A mon souvenir, nous n'avons jamais interrogé M. Frederik STEENBUCH. Tous les rapports de la masse en faillite ont toujours été adressés à M. STEENBUCH, mais ce dernier n'a jamais formulé le moindre commentaire. J'ajoute que M. STEENBUCH a démissionné le

12 janvier 2008. M. GJESSING explique qu'il y avait un conflit entre lui et M. STEENBUCH. Nous n'en savons pas plus. Il s'agit essentiellement de rumeurs.

L'audience est suspendue et reprendra à 14h15.

Après lecture et traduction, persistent et signent.

L'audience a été suspendue à 12h00 et reprend à 14h15.

Me Mike HAN, avocat-stagiaire, accompagnant Me Carla REYES, rejoint l'audience.

Monsieur Erik SANDTRØ

Nous avions donc découvert l'accord du 30 décembre 2007, puis la première tentative de paiement, vers UBS, qui le précédait de peu. Nous avons ensuite découvert 3 accords supplémentaires, du 31 décembre 2007. Il y avait un Agency Fee Agreement, un Bonus Agreement, tous deux entre THULE DRILLING AS et SAC, et enfin un 3ème accord, entre THULE DRILLING AS d'une part, et SAC et Advanced Business Modern Technology, qui était représentée par M. AL GOSAIBI. L'Agency Fee Agreement prévoyait une commission de 3.5% et le Bonus Agreement une commission de 1% sur la vente des sociétés qui détenaient les plateformes. Le 3ème accord portait sur la vente de CHEKOVO, soit la structure que possédait THULE POWER pour le prix de USD 185 millions. Ainsi qu'il ressort du rapport d'enquête, le 3ème contrat a été discuté et approuvé par une conférence téléphonique le jour même de sa signature. Pour les mêmes raisons évoquées plus haut à propos du contrat de mandat, il se peut que ce contrat de vente aurait dû être soumis à l'assemblée des actionnaires. Quoiqu'il en soit, ce contrat n'a jamais été exécuté, de sorte que SAC n'a acquis aucun droit au versement d'une commission. Personne, par ailleurs, n'a jamais prétendu que cet accord aurait eu un lien avec le versement de USD 6 millions à SAC et M. LEKARZ.

Monsieur Per ØDEGAARD

J'aimerais ajouter que le 3ème contrat portant sur la vente de la plateforme n'a jamais fait l'objet de la moindre écriture dans la comptabilité de THULE DRILLING AS, ce qui me laisse à tout le moins penser que cette vente n'était pas réaliste. Si je dis irréaliste, c'est parce que la moitié du prix devait être payé en mars 2008 et le solde en juin 2008, à la livraison. Or, l'achèvement de la plateforme avait pris un certain retard, et il était certain qu'elle ne pourrait être livrée en juin 2008. J'ajoute qu'il y avait eu ce premier contrat avec SAUDI ARAMCO, en 2006, qui avait ensuite été cassé, puis une tentative infructueuse de vendre la plateforme en 2007, et qu'il y en aurait encore une, tout aussi peu fructueuse, à fin 2008.

Nous n'avons pas trouvé d'autre accord entre THULE DRILLING AS, SAC et M. LEKARZ.

Aucun des 4 accords n'a de relation avec le versement de USD 6 millions, et personne n'a jamais soutenu que tel fût le cas.

Le paiement de USD 6 millions a été comptabilisé comme des frais de gestion par THULE DRILLING AS, d'abord à sa propre charge, puis dans un 2ème temps, après que le réviseur Ernst & Young ait demandé s'il s'agissait de frais d'administration propre à THULE DRILLING AS, le paiement a été mis à la charge des 3 sociétés qui possédaient chacune une plateforme. La rectification comptable est advenue durant l'été 2009, consécutivement au bouclement des écritures de 2008. Ernst & Young avait demandé si le paiement concernait le Proper Business de THULE DRILLING AS, et M. GJESSING avait répondu affirmativement. A l'ouverture de la faillite, j'ai repris cette question avec Ernst & Young, qui était très soucieux à ce sujet. Ils avaient en effet reçu le rapport BJERKE et se posait la question de savoir s'ils auraient dû approuver les comptes sans disposer de la documentation à l'appui du paiement de USD 6 millions.

La facture adressée par SAC le 28 février 2008, et datée du 31 décembre 2007, est fabriquée à partir d'un modèle Word qui était également utilisé par M. OLAV, plus exactement sa compagnie. Nous avons découvert que la facture a en réalité été préparée par un employé de THULE DRILLING AS, M. Tom BERGKÅSA, qui était contrôleur financier, et adressée par courriel à M. LEKARZ comme ébauche. Nous le savons car cette documentation a, selon mon souvenir, été retrouvée au domicile de M. OLAV ou dans la boîte e-mail de l'employé.

Il est en effet très insolite que le débiteur prépare la facture pour le créancier. J'ajoute qu'en l'espèce la facture ne correspond pas aux exigences norvégiennes car elle ne comporte aucune justification matérielle, mais se contente de renvoyer à un accord de 2007, dont personne n'a trouvé la trace. Je vous ferai tenir des exemplaires des factures de UNOFINANS, la compagnie de M. OLAV, qui sont très similaires à ces factures, ainsi que les courriels adressés par l'employé à M. LEKARZ.

Les investigateurs norvégiens indiquent que M. Tom BERGKÅSA a été interrogé dans le cadre de l'enquête pénale et que, les courriels et le modèle de facture portent la cote 451 dans les pièces transmises.

Sur question du Procureur, je crois me souvenir qu'au cours d'une discussion, M. OLAV a évoqué des questions pratiques pour expliquer que la facture avait été préparée chez THULE DRILLING AS. Ma compréhension, c'est que SAC n'existait pas, ou tout au moins n'avait ni bureau, ni employé, ni même d'imprimante.

Sur question, à mon souvenir, la page de garde du fax de la facture portait un numéro d'expédition commençant par 001. Je n'en suis toutefois pas totalement certain.

Sur question de Me Carla REYES, nous avons certainement discuté avec M. GJESSING le caractère insatisfaisant de la facture mais je ne suis par contre pas certain que nous ayons abordé la manière dont cette facture a été préparée. Je ne me souviens pas précisément le détail de la réponse que nous a faite M. GJESSING sur le caractère insatisfaisant de la facture.

Notre avocat attire notre attention sur le fait que ce que je viens d'expliquer et confirmé par le rapport BJERKE à la page 7, 1er paragraphe et l'original page 6.

Vous nous indiquez que lors de son audition du 6 novembre 2013, M. LEKARZ a soutenu avoir remis au liquidateur l'ordinateur que THULE DRILLING AS lui avait donné et qui contenait toute la documentation dont il disposait, dont une copie électronique du contrat entre SAC et THULE DRILLING AS justifiant les USD 6 millions.

Monsieur Per ØDEGAARD

Cela est faux. J'ajoute que je n'ai même jamais entendu qu'un ordinateur avait été remis par THULE DRILLING AS a M. LEKARZ. Je rappelle que personne parmi les liquidateurs n'a jamais rencontré M. LEKARZ.

Monsieur Erik SANDTRØ

Je confirme.

Sur question de Me Carla REYES, qui fait observer que l'annexe "SCHEDULE 1" au Consultancy Agreement figurant à la pièce 280 066, mentionne que THULE DRILLING AS équipera le consultant jusqu'à l'exécution du contrat avec notamment un ordinateur portable, j'indique que bien que cela ne soit pas exclu, à savoir qu'un ordinateur ait été remis par THULE DRILLING AS à M. LEKARZ, nous n'en avons jamais entendu parler non plus, et nous n'en avons pas trouvé trace. Et je répète qu'aucun ordinateur n'a jamais été restitué au liquidateur.

Le Procureur prie Me REYES d'inviter M. Ronald LEKARZ à prendre avec lui toutes les archives de Strategic Alliance Corp, alternativement à indiquer où celles-ci pourraient éventuellement être séquestrées en Suisse ou à l'étranger.

Sur question du Procureur, les liquidateurs n'ont certainement pas passé avec M. LEKARZ, ni avec SAC, un accord qui leur interdisait de garder une copie du contrat qu'ils auraient passé avec THULE DRILLING AS.

Monsieur Per ØDEGAARD

J'aimerais préciser que SAC a été dissoute en février 2010 et radiée du Registre des sociétés des Iles Vierges Britanniques.

L'audience est suspendue à 15h54 et reprend à 16h20

Monsieur Per ØDEGAARD

A propos du sort des USD 5.5 millions versés sur le compte Julius Baer à Genève, après la clôture du compte en 2009, nous savons que les fonds vont à Malte vers une compagnie appelée OTTO, propriété d'Alexander VIK, également propriétaire de SEBASTIAN HOLDINGS.

En résumé, 5 semaines après avoir été crédités sur le compte Julius Baer, les USD 5.5 millions avaient été presque intégralement débités. USD 1 million avait été versé à NORINVEST. USD 1 million avait été viré sur le compte personnel de M. Ronald LEKARZ chez Julius Baer. USD 1,5 million avait été viré à PROFILGEST MANAGEMENT sur un compte en Norvège. USD 740'000 avaient été virés à M. OLAV à UBS Zurich. USD 450'000 avaient été virés à Hussein AL GOSAIBI. USD 1.3 millions investi en or avait en outre été transféré sur le compte OTTO. En tout cela fait un peu moins de 5.7 millions. A mon avis, il est très significatif qu'aucun montant n'est allé à SAUDI ARAMCO. Cela prive de fondement la justification selon laquelle les USD 6 millions auraient servis pour indemniser SAUDI ARAMCO. Il est également important à mon avis de noter que tous ces paiements ont été ordonnés par M. LEKARZ et cela n'est pas compatible avec ses déclarations lors de son audition à la page 3 au 3ème paragraphe.

Je verse à la procédure 5 instructions de virements portant la signature manuscrite de M. LEKARZ, dont la copie a été trouvée au domicile de M. OLAV.

M. Egil NAUSTVIK indique que ce document figure dans les documents adressés par la Norvège au Ministère public genevois dans le cadre de l'entraide.

S'agissant du montant versé sur le compte norvégien, nous savons que M. OLAV et M. ELDRING soutiennent qu'il s'agit d'un prêt. En réalité, rien n'a jamais été remboursé. Nous pensons que ce paiement est lié à l'achat d'actions DYNAPEL. Nous ne savons rien du motif du versement de USD 740'000 sur le compte UBS ZH de M. OLAV. Nous savons par conter qu'il a fait l'objet en cash et qu'il est vide. M. OLAV ne s'est jamais exprimé à notre connaissance sur le sort de ce montant.

OTTO est une société maltaise active dans les paris sur internet. Nous ne savons pas ce qui est advenu des fonds virés à OTTO. Nous savons que M. OLAV est ou était à l'époque un administrateur de OTTO.

M. VIK est un citoyen norvégien qui vit aux Etats-Unis. Il s'agit d'un investisseur. Selon nos informations, il est le propriétaire de OTTO MALTA Ltd.

Je vous ai remis tout à l'heure les instructions des 5 paiements.

Je vous remets à présent les instructions de 2009 concomitantes de la clôture du compte qui porte également la signature de M. Ronald LEKARZ.

M. Egil NAUSTVIK indique qu'il a également ces documents et qu'il doit vérifier s'ils sont au nombre des documents qui ont déjà été remis ou qui doivent encore être remis.

Sur question de Me Pierre BYDZOVSKY, M. VIK a participé, au travers de SEBASTIAN HOLDINGS à l'augmentation du capital de THULE DRILLING AS à fin 2007, à hauteur de NOK 560'000 (soit 70'000 actions à NOK 8 chacune). Il s'agit d'une petite partie seulement (de 0,8%) d'augmentation de capital.

Sur question de Me Carla REYES, M. OLAV n'a pas de prétention contre THULE DRILLING AS, sous réserve de l'issue de litiges actuellement pendants, NORINVEST n'a pas de prétention contre THULE DRILLING AS et c'est THULE DRILLING AS qui a des prétentions contre elle; Alexander VIK n'a pas de prétention contre THULE DRILLING AS, directement ou par l'intermédiaire de ses sociétés. Je précise que la compagnie de M. OLAV, UNOFINANS, avait elle-même une petite prétention contre THULE DRILLING AS, mais elle est tombée en faillite, il y a 2 ans.

Sur question de Me Carla REYES, c'est M. Peter GJESSING qui établissait les rapports hebdomadaires.

Sur question de Me Carla REYES, ce que nous avons pu comprendre de la conclusion des 3 accords du 31 juillet 2007, c'est que l'un d'eux (portant sur la vente de la plateforme) a été approuvé par le Board of Directories siégeant dans son intégralité tandis que les 2 autres n'ont même pas été mentionnés dans les séances du Conseil d'administration. Nous savons également que tous 3 ont été signés par M. GJESSING. Ce que nous ne savons pas, par contre, c'est qui a rédigé les projets et comment ceux-ci ont circulé et été modifié jusqu'à la version finale. Nous ne savons pas non plus de quelle manière les signatures ont été échangées.

Sur question de Me Carla REYES, à ma connaissance, M. OLAV est principalement poursuivi en Norvège. Mais c'est une question qu'il faut poser au Procureur norvégien.

Le Procureur indique que cette question sera au besoin posée (à nouveau) aux Autorités de poursuites par la voie norvégienne.

Le Procureur indique aux parties ainsi qu'aux investigateurs qu'une nouvelle audition de M. LEKARZ pourrait être agendée dans la semaine du 10 mars 2014 ou du 24 mars 2014, ainsi que dans la semaine du 4 avril 2014 ou la semaine du 17 avril 2014. Le Procureur a pris note de la volonté que M. LEKARZ a exprimé avant-hier sous la plume de son avocat de se présenter aux auditions et de répondre aux questions, ainsi que de fournir au plus vite tous les documents relatifs à sa situation personnelle. Dès qu'une décision aura pu être prise au sujet de l'octroi de l'assistance juridique, les frais de voyage raisonnables de M. LEKARZ pourront cas échéant être pris en charge par le Pouvoir judiciaire. De nouvelles convocations seront alors adressées aux parties.

Après lecture et traduction, persistent et signent à 17h30

VEDLEGG 10 til Whistleblower filing (s.66-89)

Claim No. 2015 - 349

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

COMMERCIAL COURT

B E T W E E N :

Påtalemyndighetens troverdighet og kronvitne

(1) SWISS GARANTIE ISSUANCE AG
(2) SWISS GARANTIE (ISSUANCE) LIMITED

NB

Claimants

-and-

(1) CREDIT SUISSE (UK) LIMITED
(2) HANS-OLAV ELDRING
(3) RYAN CORPORATION (UK) LIMITED
(4) THOMAS GERRARD RYAN

Defendants

PARTICULARS OF CLAIM

Se pkt. 3.8 og 4.1, side 6 flg i dok., samt pkt 13.3 (3), for Eldrings kriminelle atferd

1. **INTRODUCTION**

1.1. In these Particulars of Claim, the following definitions and abbreviations will be used.

Party/Entity	**Abbreviation**
The First Claimant, Swiss Garantie Issuance AG	"SG"
The Second Claimant, Swiss Garantie (Issuance) Limited	"SG-HK"
Sanjeev Joshi	"Mr Joshi"
Daryn Soards	"Mr Soards"
The First Defendant, Credit Suisse (UK) Limited	"Credit Suisse"
The Second Defendant, Hans-Olaf Eldring	"Mr Eldring"
Credit Suisse AG	"Credit Suisse AG"
The Third Defendant, Ryan Corporation (UK) Limited	"Ryan Corporation"
The Fourth Defendant, Thomas Gerrard Ryan	"Mr Ryan"
Brova Consultatoria de Gestao Unipessaol LDA	"Brova"
Investment Trust RICOM ZAO	"RICOM"
Allianz SpA	"Allianz"
Atradius Insurance Holding NV	"Atradius"

Party/Entity	Abbreviation
Banco Espirito Santo SA	"BES"

1.2. Further, where appropriate (1) SG and SG-HK will be referred to together as "the Claimants" and (2) Credit Suisse, Mr Eldring, Mr Ryan and Ryan Corporation will be referred to together as "the Defendants".

1.3. The property and site known as Hertsmere House, 2 Hertsmere Road, London E14 4AB will for convenience be referred to as "Hertsmere House" which, as more particularly set out below, is a substantial office building close to Canary Wharf with planning permission for redevelopment. The alleged development of Hertsmere House as a residential tower block by Ryan Corporation and/or Mr Ryan together with (and on the advice/through the representation of) Credit Suisse will be referred to as the "Hertsmere House development".

2. PARTIES

2.1. SG and SG-HK

2.1.1. SG is a company incorporated in Switzerland with its registered office at Haldenstrasse 5, CH-6342, Baar, Switzerland. SG-HK, is a company incorporated in Hong Kong with its registered office at Mirimar Tower 1232, Nathan Road, TST, Kowloon, Hong Kong.

2.1.2. At all relevant times, the respective businesses of SG and SG-HK have included asset underwriting, surety bonds, guarantees and indemnities either directly or through each other as affiliates.

2.1.3. In relation to the relevant events and transactions, SG and SG-HK have both been represented by Mr Joshi and Mr Soards, each of whom was acting in relation to the matters set out below for and on behalf of either SG or SG-HK or both.

2.2. Credit Suisse

2.2.1. The First Defendant, Credit Suisse is an English company which carries on business as a substantial bank based in London and is part of the Credit Suisse Banking Group based in Switzerland. Its registered office and principal business premises in London are at Five Cabot Square, London E14 4QR ("Credit Suisse London offices"). Credit Suisse has also, at all

relevant times, maintained an office at 45 Pall Mall, London SW1Y 5JG ("Credit Suisse Pall Mall offices"). As the Claimants understand it, at all relevant times, Credit Suisse has been, directly or indirectly, a wholly owned subsidiary of Credit Suisse AG. As more particularly set out below, SG and/or SG-HK, through Mr Joshi and Mr Soards, attended relevant meetings with Credit Suisse (represented in particular, through Mr Eldring) at Credit Suisse's Pall Mall office.

2.2.2. At all relevant times, Credit Suisse has been regulated by the FCA (formerly the FSA) in London and has maintained as part of its operations in London a *"Private Banking"* or *"wealth management"* function which *inter alia* advises and introduces or handles transactions (and otherwise acts) for wealthy clients (frequently referred to as "Ultra High Net Worth" or "UHNW" clients). As far as the Claimants are aware, these aspects of Credit Suisse's business in the UK were managed and operated from the Credit Suisse London offices.

2.2.3. As the Claimants understand it, the UHNW aspects of Credit Suisse's activities in London were expanded between about 2011 and 2013 and a number of individuals were hired laterally including Mr Eldring (see further paragraph 2.3 below). At the relevant time, the head of the UHNW function at Credit Suisse based in the Credit Suisse London office appears to have been Matthew Haimes who appears to have joins Credit Suisse in 2012 from JP Morgan.

2.3. **Mr Eldring**

2.3.1. In circumstances not presently known to the Claimants, Mr Eldring joined Credit Suisse in 2012 or 2013 as part of its Private Banking, wealth management or UHNW function. As the Claimants understand it, Mr Eldring's family background (including his parents) are Norwegian but he is Swiss and, prior to joining Credit Suisse, had operated as an investment banker, specialising in private wealth and wealth management, in Switzerland and elsewhere.

2.3.2. To the best of the Claimants' knowledge, at the times relevant to these proceedings, in particular between October 2013 and early 2014:

(1) Mr Eldring was based at Credit Suisse's London office as part of the UHNW function.

(2) As more particularly set out below, Mr Eldring was described by Credit Suisse to its counterparties such as SG/SG-HK as a "Director - Private Banking" at Credit Suisse,

for example, in correspondence from Credit Suisse and was similarly described on his Credit Suisse business card.

(3) Mr Eldring was described in emails sent from his Credit Suisse email account as *"IP-UHNW ..."* which, as the Claimants understand it, meant *"investment partner - ultra high net worth ..."*.

2.3.3. At all relevant times, Mr Eldring also had access to and used the Credit Suisse Pall Mall offices for meetings with clients and third parties including, as set out below, SG and SG-HK in relation to the events and transactions relevant to these proceedings.

2.3.4. Mr Eldring was at all relevant times registered with and regulated by the FCA in London and was shown on the Financial Services Register as having registration number *HXE01081 – Hans-Olaf Eldring* and having the following controlled functions

Controlled Function	**Firm Name**	**Start Date**	**End Date**
CF30 customer	Credit Suisse (UK) Ltd	31 January 2011	3 January 2014
CF30 Customer	Credit Suisse Securities (Europe) Ltd	31 January 2011	28 May 2012

2.4. **Mr Ryan and Ryan Corporation**

2.4.1. To the best of the Claimants' knowledge and belief, Ryan Corporation is an English company which has, at all relevant times, been owned and/or controlled by Mr Ryan who is directly or indirectly the legal and/or beneficial owner of its shares and has acted or purported to act on its behalf, including as a Director.

2.4.2. At all relevant times (and as more particularly set out below in relation to the relevant transactions), Mr Ryan and/or Ryan Corporation have claimed or purported to carry on business in property development and to be customers of and represented by Credit Suisse and/or Mr Eldring.

2.4.3. As more particularly set out below,

(1) Mr Ryan and Ryan Corporation represented (as did Credit Suisse) that they were both clients of Credit Suisse including in particular its UHNW function as set out above.

(2) In their dealings with SG and SG-HK, Mr Ryan and Ryan Corporation were based (and/or appeared to be based and/or represented themselves and were represented by Credit Suisse as being based) at the Hyatt Regency Churchill Hotel in London at 30, Portman Square, London W1H 7BH ("the Churchill Hotel").

3. SUMMARY OF CLAIMS BY SG AND SG-HK

3.1. Between October and December 2013, as more particularly set out below, SG and/or SG-HK was contacted by Credit Suisse, through Mr Eldring (on behalf of their clients, Mr. Ryan and Ryan Corporation), and invited to provide an underwriting structure for the financing of the Hertsmere House development including through a guarantee or sub-guarantee on the basis that this was a substantial property transaction which Credit Suisse claimed to be handling and advising upon for its clients, Mr Ryan and his company, Ryan Corporation. The finance was to be arranged by Mr Eldring on behalf of Credit Suisse through his contacts and clients within the UHNW function of Credit Suisse.

3.2. Credit Suisse, through Mr Eldring, put SG and SG-HK in touch with Mr Ryan and Ryan Corporation and discussions then took place in relation to the proposed financing and the alleged Hertsmere House development between (1) SG and SG-HK, through Mr Joshi and Mr Soards, (2) Credit Suisse, through Mr Eldring and (3) Mr Ryan/Ryan Corporation.

3.3. During these discussions, Credit Suisse, through Mr Eldring, and Mr Ryan/Ryan Corporation made express and implied representations to SG and SG-HK, as more particularly set out below, in relation inter alia to (1) Mr Ryan and Ryan Corporation, including as to their alleged substantial (past and existing) connections with Credit Suisse and their financial circumstances, (2) the proposed transaction which involved the alleged purchase and development of Hertsmere House, a substantial commercial office site/development in London Docklands and (3) Credit Suisse's own involvement with the proposed transaction including the relevant parts of the financial transaction structure and underwriting the transaction by way of guarantees and/or other security.

3.4. In specific and intended reliance upon these representations and as a result, in particular, of confirmation from Credit Suisse of blocked funds or irrevocable payment instructions, SG and/or SG-HK concluded agreements with Ryan Corporation and with third parties (including RICOM/Allianz and others) as more particularly set out below and made substantial financial commitments and payments as a result of which they committed themselves to the alleged

transaction and, as Credit Suisse, through Mr Eldring, and Mr Ryan/Ryan Corporation knew were thereby unable to participate and complete other valuable business.

3.5. As part of the agreed arrangements for the financing between SG/SG-HK, Credit Suisse and Mr Ryan/Ryan Corporation (and at the insistence of SG and SG-HK prior to entering into any arrangements with third parties), SG and SG-HK (1) required confirmation from Credit Suisse that funding was in place to pay the premium for the guarantee and (2) made clear that reliance was being placed on such confirmation from Credit Suisse (and that without this being provided, there would be no transaction with Mr Ryan/Ryan Corporation).

3.6. As more particularly set out below, by letter dated 15 November 2013, Credit Suisse, through Mr Eldring, provided a confirmation of irrevocable payment instructions which were critical (1) to the financing, (2) to the conclusion of the necessary agreements and arrangements with Mr Ryan and (3) to the finalisation by SG and SG-HK of arrangements with third parties such as RICOM.

3.7. In December 2013, Mr Ryan and/or Ryan Corporation concluded a written agreement with SG and SG-HK by formally signing (on the advice and with the knowledge/approval of Credit Suisse, through Mr Eldring) a written proposal for financing prepared by SG and SG-HK. The Credit Suisse confirmation was updated by agreement to reflect the latest revised terms.

3.8. Credit Suisse reneged entirely upon its "irrevocable payment instruction" and Mr Ryan/Ryan Corporation reneged on its agreement with SG/SG-HK. The representations made by Credit Suisse and Mr Ryan/Ryan Corporation were false and were made intentionally, recklessly or negligently with the intention and knowledge that SG and SG-HK, in reliance upon them, would act to their detriment. The purported underlying transaction, the Hertsmere House development, involving Mr Ryan/Ryan Corporation and Credit Suisse was a fraud and did not proceed. Mr Eldring was apparently immediately dismissed by or resigned from Credit Suisse as a result of the serious wrongdoing involved by himself and Credit Suisse in relation to this (and apparently other) matters.

Eldring anklaget for bedrageri

3.9. As a direct consequence, SG (and in consequence SG-HK) has suffered substantial losses as more particularly set out below.

4. FRAUD AND DISCLOSURE OF DOCUMENTS

4.1. As more particularly set out below, the unlawful conduct of the Defendants as set out in these proceedings involved fraud and deceit by at least (1) Mr Eldring, (2) Credit Suisse (at least through Mr Eldring), (3) Ryan Corporation and (4) Mr Ryan.

4.2. In the premises, the particulars and information set out in these Particulars of Claim are the best which the Claimants are presently able to provide. The Claimants reserve the right to apply to amend the claim and, in any event, to provide further particulars and information as its investigations continue and in the light of disclosure of documents.

5. RELEVANT ACCOUNTS AT CREDIT SUISSE

5.1. At all relevant times, SG has maintained a current account with Credit Suisse AG at Bahnhofstrasse 17, 6300 Zug, Switzerland Account No. CH-170.3.030.200-9 in the name of *Suisse Garantie Issuance AG*.

5.2. To the best of the Claimant's knowledge and belief, at all relevant times Mr Ryan and/or Ryan Corporation have maintained an account at Credit Suisse in London with IBAN GB84CSUK40624810130671.

5.3. In this context, in relation to the relevant events and transactions referred to below,

(1) At or about the beginning of November 2013, Mr Ryan or Ryan Corporation transferred the sum of £250,000 from their account at Credit Suisse to the account of SG at Credit Suisse AG.

(2) On or about 18 December 2013, Mr Ryan or Ryan Corporation transferred the sum of £70,000 also from their account at Credit Suisse to the account of SG at Credit Suisse AG.

5.4. In the premises, at all relevant times, (1) a banker/customer relationship existed between inter alia Credit Suisse AG and SG and (2) (apparently) a banker/customer relationship existed between Credit Suisse and Mr Ryan and/or Ryan Corporation. The Claimant will if necessary and relevant provide further particulars following disclosure herein.

6. RELEVANT DEALINGS WITH SG/SG-HK BY CREDIT SUISSE AND MR RYAN/RYAN CORPORATION

6.1. **Introduction of SG/SG-HK to Credit Suisse**

In or about late October 2013, Mr Eldring, on behalf of Credit Suisse, was introduced by a third party to Mr Joshi and Mr Soards, on behalf of SG and/or SG-HK. Mr Eldring explained his position as part of the UHNW function at Credit Suisse (as more particularly set out in paragraph 2 above) and expressed an interest in Credit Suisse involving SG/SG-HK in financing arrangements for Credit Suisse's clients. To the best of the Claimant's recollection, this initial meeting took place at Credit Suisse's Pall Mall offices.

6.2. **Introduction of Mr Ryan/Ryan Corporation to SG/SG-HK by Credit Suisse**

In any event, following this introduction, in or about early November 2013, Mr Eldring, on behalf of Credit Suisse, approached SG and/or SG-HK, through Mr Joshi and Mr Soards, regarding the financing for a transaction involving Mr Ryan and/or Ryan Corporation as clients of Credit Suisse. Mr Eldring arranged a meeting at the Churchill Hotel between Mr Ryan (for himself and Ryan Corporation) and Mr Joshi/Mr Soards and introduced them.

6.3. **Meetings and Discussions in Early November 2013**

6.3.1. A number of meetings and telephone conversations then took place during the first two weeks of November 2013:

(1) Between Mr Joshi and Mr Soards, on behalf of SG and SG-HK, and Mr Eldring, on behalf of Credit Suisse.

(2) Between Mr Joshi and Mr Soards, on behalf of SG and SG-HK, and Mr Ryan, on behalf of himself and Ryan Corporation.

(3) Between Mr Joshi and Mr Soards, on behalf of SG and SG-HK, and both Mr Eldring, on behalf of Credit Suisse, and Mr Ryan, on behalf of himself and Ryan Corporation.

6.3.2. Some of these meetings took place at Credit Suisse's Pall Mall offices and others took place at the Churchill Hotel. As more particularly set out below, the nature, locations of and parties to the relevant discussions continued throughout the parties' dealings until early 2014.

6.3.3. As far as the Claimants are aware, so far as Credit Suisse was concerned, all relevant email communications from Mr Eldring were conducted using his email account at Credit Suisse

and telephone conversations with Mr Eldring were conducted by him using his Credit Suisse Blackberry.

6.4. **Credit Suisse/Eldring Business Card**

During one of the meetings at Credit Suisse's London offices, referred to above, Mr Eldring provided to Mr Joshi and Mr Soards on behalf of SG (and SG-HK) with a Credit Suisse business card showing Mr Eldring as Director - Private Banking.

6.5. **Credit Suisse Reference for its Clients Mr Ryan and Ryan Corporation**

During the same discussions, Mr Eldring on behalf of Credit Suisse provided to SG and/or SG-HK a formal written reference in respect of Mr Ryan and "Ryan Trust Company" on Credit Suisse headed notepaper and dated 25 October 2013 which stated in its relevant part as follows:

> *"We have been requested by Mr Ryan to provide this reference. Mr Ryan and his family are long-term clients of [Credit Suisse].*
>
> *We can confirm that Mr Ryan has been dealing with real estate projects in excess of £100 million size.*
>
> *From our dealings with Mr Ryan, we have no reason to consider that the client is or has been unable to meet his normal obligations to ourselves or any third party.*
>
> *The information herein is given in strict confidence for your private use only, without any guarantee or responsibility on the part of [Credit Suisse] or its officials."*

6.6. **Role of Credit Suisse**

At all relevant times, during these discussions (both at this time and subsequently – see below) Mr Ryan deferred to the advice and decisions of Mr Eldring, on behalf of Credit Suisse, and appeared to seek (and where appropriate obtain) the final approval of Credit Suisse. In this context, Mr Eldring and Mr Ryan both represented that Mr Eldring and Credit Suisse were organising the financing for Mr Ryan and Ryan Corporation.

6.7. **Representations by the Defendants in Relation to the Hertsmere House Development**

6.7.1. During these meetings and communications, Mr Eldring and Mr Ryan represented to the Claimants *inter alia*:

(1) That the proposed development project was at Hertsmere House in Canary Wharf and involved the demolition of the existing structure and the erection of a substantial residential property which would amongst other things become one of the tallest residential developments in Europe.

(2) That final planning consents for Hertsmere House were due in mid-2014, and an extra 10 floors had been informally agreed and series of meetings had been had with the Mayor of London to establish as part of the increase a 3 storey indoor garden with public access.

(3) That Ryan Corporation had paid a deposit of £10m and a security amount payment of £10.5m, as well as interest and fees, to purchase Hertsmere House.

(4) That the development project was due to break ground in around November 2014 following completion of the enhanced planning.

(5) That an equity take-out was planned in the short term to repay the bridge facility.

(6) That the current plans showed a gross development value of £871 million and an EBITDA of £430 million.

(7) That some form of bridge finance facility was urgently required to complete the acquisition.

(8) That as part of the financing a lender (to be identified by Mr Eldring on behalf of Credit Suisse) would require a guarantee.

6.8. **Provision to SG/SG-HK of Supporting Documents**

6.8.1. In this context, SG and SG-HK were provided by Credit Suisse and Mr Ryan/Ryan Corporation with background papers concerning Hertsmere House including a sale and purchase agreement for the sale of the property to Ryan Corporation.

6.8.2. In addition, SG and SG-HK were directed and referred inter alia to:

(1) Newspaper articles in the Financial Times and other papers referring to the project and Ryan's leadership of that project.

(2) Meetings directly with the Mayor of London and the planning team at City Hall, London where he was able to obtain an extension to the planning by the addition of a number of extra floors in exchange for a larger public access atrium described as a "green space for London".

(3) Other supporting documents and materials.

6.9. **Representations by Credit Suisse in Relation to Mr Ryan/Ryan Corporation**

Mr Eldring on behalf of Credit Suisse represented to SG and SG-HK during the discussions referred to above *inter alia* as follows:

(1) That Mr Ryan and Ryan Corporation held substantial assets with or financed by Credit Suisse. Specifically, that he held a bank account with Credit Suisse with sufficient funds to pay, on an irrevocable basis, if the transaction should progress.

(2) That Mr Ryan and Ryan Corporation were known to Mr Eldring and were very substantial and wealthy property developers.

(3) That Mr Ryan and his family were long-term clients of Credit Suisse and that Mr Ryan had been dealing with substantial real estate projects in excess of £100m.

(4) That Credit Suisse (and, in particular, Mr Eldring) were advising and acting for and on behalf of Mr Ryan and Ryan Corporation in relation to the Hertsmere House transaction and development which Credit Suisse was, in whole or in part, financing and in relation to which it would be arranging or providing necessary guarantees and security.

6.10. **Representations by Defendants in Relation to Financing**

During the same discussions, Mr Eldring, on behalf of Credit Suisse, and Mr Ryan/Ryan Corporation represented to SG and/or SG-HK that they were fully committed to developing a financing structure involving SG and SG-HK including (1) a loan to Ryan Corporation, (2) a guarantee of Ryan Corp's obligation to repay the principal amount under the Loan to the

lender provided by SG and/or SG-HK which would be backed up by an investment grade credit and (3) security over all the shareholding and assets of Ryan Corporation to be given to SG and/or SG-HK.

6.11. **Repetition and Continuation of Representations**

During subsequent meetings and telephone calls (as to which see further below) Mr Eldring, on behalf of Credit Suisse (and Mr Ryan on behalf of himself and Ryan Corporation), repeated the representations set out above. Throughout their discussions with SG and/or SG-HK, Credit Suisse through Mr Eldring and Mr Ryan went to great lengths to convince SG and/or SG-HK that the Hertsmere House project was genuine and to otherwise confirm and support the representations made by each of them as set out above.

6.12. **Implied Representations by Credit Suisse and/or Mr Ryan/Ryan Corporation**

6.12.1. Further, Credit Suisse, through Mr Eldring, made the following further implied representations:

(1) That consistent with its status as a major bank and its regulatory responsibilities, Credit Suisse have properly conducted KYC procedures in relation to Mr Ryan and Ryan Corporation.

(2) That Credit Suisse had taken sufficient steps to check the accuracy of what it had been told by Ryan and Ryan Corporation and/or properly investigated the proposed project.

6.12.2. Both Credit Suisse and Mr Ryan/Ryan Corporation impliedly represented that they had proper grounds for making and reasonably believed the truth of the express representations referred to above.

6.13. **Continuing Nature of Representations**

For the avoidance of doubt, the express and implied representations referred to above were continuing in nature and were repeated and confirmed on many occasions by both Credit Suisse through Mr Eldring and by Mr Ryan/Ryan Corporation during the discussions referred to above and below.

6.14. **Reliance of SG/SG-HK Upon Representations**

In intended reliance upon the representations made by Credit Suisse, and Mr Ryan and Ryan Corporation, SG and/or SG-HK agreed in principle to provide underwriting in relation to the Hertsmere House development and, in particular, on the basis that the transaction was being handled by Credit Suisse who were responsible for the relevant aspects of the financing and would be supervising or running the transaction for Mr Ryan as their client. Reliance is dealt with further in paragraph 12 below.

7. THE CREDIT SUISSE TRANSACTION STRUCTURE AND SG PROPOSAL

7.1. Introduction to SG and SG-HK of BES/Brova

7.1.1. In or about the second week of November 2013, during the discussions referred to above, Credit Suisse, through Mr Eldring, informed SG and SG-HK that Credit Suisse had found a private lender, namely Brova, which could lend to support the guarantee structure which Credit Suisse was proposing and which formed the subject matter of the discussions between Credit Suisse and SG/SG-HK. The Claimants later learned that Brova's funds were held at BES.

7.1.2. In this context, Credit Suisse sent what Mr Eldring represented were the relevant documents (or some of them) to constitute or support the transaction structure proposed by Credit Suisse apparently on the instructions of Mr Ryan and Ryan Corporation and including (1) a loan, (2) a SWIFT 799, (3) a SWIFT 760, (4) a Guarantee/Bond and (5) a Financial Guarantee.

7.1.3. Consequently, it was understood by SG and SG-HK, on the basis of what they had been told by Credit Suisse, through Mr Eldring, and Mr Ryan, on behalf of himself and Ryan Corporation, that the parties to the documents for the Financing and the general structure would include the following:

(1) A Loan with Ryan Corporation as borrower and Brova/BES as lender.

(2) A SWIFT 799 with RICOM as sender of the letter of guarantee to SG and BES as receiver.

(3) A SWIFT 760 with RICOM as sender and SG-HK as recipient of the letter of guarantee to be lodged with the Lender's account at BES.

(4) A Guarantee Bond with Ryan Corporation as borrower, SG-HK as guarantor and Brova as beneficiary.

(5) A Financial Guarantee with Atradius as financial guarantor and SG-HK as beneficiary.

7.2. **Proposal as to the Involvement of SG and SG-HK**

7.2.1. On 13 November 2013 Mr Joshi emailed Mr Eldring a Proposal which set out the proposed terms for the participation of SG and SG-HK in the financing for the Hertsmere House development. The Claimant will rely as necessary upon the proposal document for its full meaning, terms and effect. It will be referred to hereinafter as "the November Proposal".

7.2.2. In summary the proposal included the following terms:

(1) An 8.00% upfront single premium being €16 million.

(2) An option to purchase three triplex penthouses at build cost.

(3) A staggered profit participation.

(4) A 40% interest in the freehold (giving rise to an interest in the ground rent charged on leasehold interests).

(5) The first and exclusive option to underwrite and structure all further financing for Hertsmere House.

7.2.3. The November Proposal reflected and confirmed the position as it was then understood by SG and SG-HK as represented by Mr Eldring and Mr Ryan and provided inter alia that it did not at that stage create any legal obligation on behalf of SG or SG-HK and was subject to the preparation of the final relevant documentation. It was nevertheless agreed by Credit Suisse through Mr Eldring and Mr. Ryan on behalf of himself and Ryan Corporation that at the appropriate point, Mr Ryan and Ryan Corporation would sign the November Proposal with a view to concluding a binding contractual terms with SG and/or SG-HK.

7.2.4. At the time and for the purposes of the November Proposal, it was intended that the financial guarantee would be provided by Atradius who are and were a substantial Dutch insurance provider.

7.3. **The Credit Suisse Irrevocable Instructions**

7.3.1. SG and SG-HK stated by email to Mr Eldring on behalf of Credit Suisse on 13 November 2014:

> *"Our next steps once the client [Brova] and Tom [of Ryan Corp.] are in agreement is to have a confirmation letter from you [Credit Suisse] that the premium (EUR 15,030,000) is available for escrow and we will then proceed to formalise with the insurer for the issuance."*

7.3.2. Mr Eldring informed the Claimant that the letter would be sent to the Claimant the following day, in response to the Claimant's email to Mr Eldring as follows:

> *"any progress on the CS letter so we can sign up the issuance".*

7.3.3. Mr Eldring replied by email on 14 November 2013, stating

> *"It will be sent out early tomorrow morning".*

7.3.4. Pursuant to this correspondence and the earlier discussions, Credit Suisse then provided confirmation of irrevocable payment instructions by a letter dated 15 November 2013 addressed to Mr Joshi, on behalf of SG and/or SG-HK, from Mr Eldring which stated inter alia:

> *"We hereby confirm that we have received irrevocable payment instructions from Thomas Gerrard Ryan to transfer from his account with Credit Suisse (UK) the amount of E16'000'000 (Euro Sixteen Million Seven Hundred Thousand) as an insurance premium in favour of Swiss Garantie Issuance AG once the Capital Insurance of €200'000'000 (Euro Two Hundred) by Swiss Garantie Issuance AG, with financial guarantee of Altradius [sic.] Insurance Holding N.V. is issued"*

8. **THE DECEMBER PROPOSAL**

8.1. As set out above, at the time of the November Proposal, it was claimed by Mr Ryan, Ryan Corporation and Credit Suisse that for the purposes of the financing, a guarantee with a value of €200 million was required. At or about the beginning of December 2013, Credit Suisse, through Mr Eldring, apparently acting on the instructions of Mr Ryan for Ryan Corporation requested that the value of the Guarantee be increased to €250 million.

8.2. During the latter part of November and during December 2013, discussions continued between (1) SG and SG-HK, (2) Mr Ryan/Ryan Corporation and (3) Credit Suisse through Mr Eldring. The relevant meetings and telephone conversations were conducted on the basis set out in paragraph 6.3 above.

8.3. During these discussions, Credit Suisse through Mr Eldring and Mr Ryan on behalf of himself and Ryan Corporation confirmed and repeated the continuing express and implied representations referred to in paragraph 6 above and on this basis certain changes were agreed to the existing transaction structured proposed by Credit Suisse and agreed as above, summarised in the November Proposal including:

(1) Splitting the Financial Guarantee into two tranches namely €150 million and €100 million to a total amount of €250 million.

(2) The Financial Guarantee being provided by Allianz instead of Atradius (referred to as Credit Suisse's irrevocable payment instruction – see above).

(3) Adjusting the premium (in part reflecting the better credit rating for Allianz) to €21,720,000 for tranche 1 and €14,480,000 for tranche 2.

8.4. As a result, SG and SG-HK prepared a further written proposal dated December 2013 which reflected these agreed changes to the transaction and to the involvement of SG and SG-HK. The Claimant will rely upon this further proposal as necessary for its full meaning, terms and effect. It will be referred to hereinafter as "the December Proposal".

8.5. The December Proposal also reflected some of the facts and continuing representations made by Mr Ryan, Ryan Corporation and Credit Suisse as set out above during December 2013. Without prejudice to the generality of this, the December Proposal provided that it was not of itself a commitment on the part of SG and SG-HK.

8.6. It was agreed between (1) SG and SG-HK, (2) Mr Ryan/Ryan Corporation and (3) Credit Suisse through Mr Eldring that Ryan Corporation would sign the December Proposal in acceptance at which point the terms would be treated as effective by all parties.

8.7. It was further agreed that the Credit Suisse confirmation of irrevocable payment instructions dated 15 November 2013 was to be treated as amended, updated and repeated to reflect the agreed and revised terms so that in particular the amount of the guarantee was increased to €250 million, the identity of the underlying guarantor was changed from Atradius to Allianz and the amount of the premium was now in the two tranches referred to above of €21,720,000 and €14,480,000.

9. THE AGREEMENT OF SG/SG-HK TO COMPLETE THE TRANSACTION

9.1. In reliance upon (1) the representations set out above made by Credit Suisse through Mr Eldring and by Mr Ryan/Ryan Corporation, (2) the assurance of the irrevocable payment instruction from Credit Suisse (as amended) referred to above and (3) the agreement of Mr Ryan/Ryan Corporation (approved and advised by Credit Suisse) in the form of the signed December Proposal, SG and SG-HK, through Mr Soards and Mr Joshi, discussed the matter further with RICOM and they agreed to substitute Allianz as the insurer and to proceed with the revised structure as set out in the December Proposal.

9.2. Further, during the discussions referred to above, Credit Suisse, through Mr Eldring and Mr Ryan/Ryan Corporation were made aware that the involvement of SG and SG-HK in the transaction was an important and substantial matter which, if it did not proceed, would cause SG and SG-HK significant losses in relation to other business and transactions.

10. THE RICOM AGREEMENT

10.1. By an Agreement dated 14 December 2013, RICOM, a substantial Russian Asset Manager and Insurance broker, agreed to provide underwriting and collateral to SG and/or SG-HK for trade finance. This was, in particular, to allow for Allianz to issue a back-up guarantee to SG-HK such that on the instructions of (and hedging provided by SG to SG-HK) SG, SG-HK would guarantee to make payment on default of a loan to be drawn by Brova under its loan agreement with BES and on lent to Mr Ryan/Ryan Corporation (all as more particularly described below).

10.2. This Agreement was written and, will be relied upon if necessary by SG for its full meaning and effect. It will be referred to hereinafter as "the RICOM Agreement" and enabled SG through SG-HK, with the authority of RICOM, to provide a relevant default guarantee. In terms of the relevant events and transactions referred to below, this effectively meant that Brova could through its credit line with BES, monetise SG/RICOM/Allianz arrangement for Ryan. As set out below, in December 2013 SG-HK became liable to pay the agreed amounts to RICOM under the RICOM Agreement.

10.3. For the avoidance of doubt, the RICOM Agreement was concluded by SG and SG-HK in specific intended reliance upon the representations set out in paragraphs 6 and 8 above and made by Credit Suisse and Mr Ryan/Ryan Corporation.

11. PERFORMANCE/COMPLETION OF THE TRANSACTION BY SG AND SG-HK

11.1. At all material times, Credit Suisse, through Mr Eldring and Mr Ryan/Ryan Corporation, knew that SG/SG-HK would not request that the SWIFT 799 be sent unless the Premium was paid into an escrow account to be released upon the SWIFT 760 being sent and the Financial Guarantee being entered into

11.2. On 17 December 2013, on the basis set out above including the Credit Suisse Confirmation (as amended),

(1) SG and SG-HK sent to Mr Eldring, on behalf of Credit Suisse, the final versions of (a) the SWIFT 799, (b) the SWIFT 760, and (b) the Allianz guarantee, and informed Credit Suisse that and SG and SG-HK were ready to commence the formal issuance process upon Credit Suisse's confirmation that the documents were in acceptable form.

(2) On the same day, Credit Suisse, through Mr Eldring, confirmed its approval of the documents and instructed SG and SG-HK to proceed with the transaction.

11.3. In this context, Mr Joshi, on behalf of SG and SG-HK, stated to Mr Eldring, on behalf of Credit Suisse in an email timed at 8.03pm on 17 December 2013 (when sending relevant documents):

"I am ready to sign on your say so."

11.4. The request and required confirmation was provided by Credit Suisse, through Mr Eldring, by email as follows when referring to the Termsheet by way of consent and approval:.

> *"Ok, thanks, we will send it signed."*

11.5. On 18 December 2013, SG and SG-HK sent by email a letter to Ryan Corporation with instructions for payment into escrow of the Premium to a bank account of RICOM's lawyers in accordance with the procedures previously provided to Ryan Corporation and Mr Eldring. This letter was also copied to Mr Eldring, on behalf of Credit Suisse and stated *inter alia*:

> *"Further to signing the guarantee transaction, and in anticipation of approval from Brova/Banco Espirito Santo tomorrow of the SWIFT message, I would like to advise the following instructions for delivery of the escrow premium amount (EUR 21,270,000.00) in line with the procedures previously advised ."*

11.6. Also on or about 17 December 2013 SG requested the MT799 be sent on 18 December 2013. In fact, the SWIFT MT799 was sent to BES on 24 December 2013 and re-sent as BES did not receive, alternatively was unable to locate, the SWIFT 799 dated 24 December 2013.

11.7. In the premises, on 20 December 2013 (being three working days after the issue of the SWIFT MT799), SG-HK was committed and obliged to pay the first tranche of the agreed Premium referred to inter alia in the December Proposal.

12. **RELIANCE BY SG/SG-HK**

For the avoidance of doubt and as more particularly set out above, the following occurred or were concluded by SG and/or SG-HK in specific and intended reliance upon the representations (and in accordance with the agreements) set out above namely (1) the involvement SG and SG-HK in the transaction, (2) the agreements reached by SG and/r SG-HK with Mr Ryan/Ryan Corporation, their own brokers and RICOM, the further collateral arrangements with Allianz, (4) the acceptance by SG and/or SG-HK of the Credit Suisse irrevocable payment instruction (as amended), (5) the further performance of the transaction by SG and/or SG-HK, (6) the issue of the MT799 pre-advice and (7) the RICOM Agreement.

13. **FALSITY OF REPRESENTATIONS**

13.1. **Introduction**

The representations made by Credit Suisse and/or Mr Ryan/Ryan Corporation as set out in paragraphs 6 and 8 above were false, including as more particularly set out below. The Claimants will contend that the entire Hertsmere House development by Mr Ryan and/or Ryan Corporation was a fraud and that this was, at all relevant times, known to all of the Defendants.

13.2. **Representations in Relation to Project**

13.2.1. The representations made by Credit Suisse and/or Mr Ryan and/or Ryan Corporation referred to above (which were subsequently repeated by Credit Suisse on a number of occasions) were false in that, inter alia:

(1) There was no purchase or development of Hertsmere House or the Hertsmere House Project by Mr Ryan or Ryan Corporation.

(2) Mr Ryan and Ryan Corporation did not hold substantial assets with or financed by Credit Suisse as described by Mr Eldring or at all.

(3) Mr Ryan and Ryan Corporation were not known to Credit Suisse or Mr Eldring as substantial and wealthy property developers. They were no such thing.

(4) Mr Ryan and his family were not long-term clients of Credit Suisse and Mr Ryan had not been genuinely and substantively involved in substantial real estate projects in excess of £100 million.

13.2.2. On the contrary, to the best of the Claimants' knowledge and belief, the entire supposed project involving the purchase and redevelopment of Hertsmere House by Mr Ryan and/or Ryan Corporation was a fraud conducted with the assistance and through Credit Suisse and none of the Defendants had any grounds let alone any reasonable grounds to believe that truth of the representations referred to in paragraphs 6 and 8 above.

13.3. **Representations in Relation to Credit Suisse Involvement**

The further representations made by Credit Suisse and/or Mr Ryan and/or Ryan Corporation as set out above, were false in that, inter alia:

(1) No or inadequate funds were held at all relevant times by Credit Suisse on account of Mr Ryan/ Ryan Corporation to allow the premium to be paid either of €16,000,000 or of € 21,720,000 or any other such amount.

(2) Credit Suisse had no intention of honouring the irrevocable payment instruction or any other similar document.

(3) All the communications and authorisations by Credit Suisse, Mr Eldring, Mr Ryan and Ryan Corporation purportedly for and on behalf of Mr Ryan and Ryan Corporation, including agreement of the closing procedures, agreement to terms were part of the same fraud.

13.4. **Credit Suisse Reference False and Inaccurate**

The reference provided by Credit Suisse for Mr Ryan and his company (referred to in the letter as "Ryan Trust Company") on Credit Suisse headed notepaper (as referred to above) was false (and Credit Suisse did not believe or reasonable believes in its truth) for, inter alia, the following reasons:

(1) Mr Ryan and his family were not long-term clients of Credit Suisse.

(2) Mr Ryan had not been genuinely or substantively dealing with real estate projects in excess of £100 million.

(3) There was every reason to consider that Mr Ryan would be unable to meet obligations such as those involving the transactions.

13.5. **Involvement of Credit Suisse in the Assets of Mr Ryan and/or Ryan Corporation**

13.5.1. Further, although the Claimants were not provided at the relevant time with "the latest audited accounts" nor with any purported statement of Mr Ryan's assets, they came to learn that Mr Ryan and/or Ryan Corporation were seeking finance of £12,000,000 as an urgent matter just

prior to New Year 2013/14. SG and SG-HK were provided with a letter and accounts for Ryan Trust and a letter from Andertons Accountants LLP dated 31 December 2012 which was provided to others who had been invited to participate in the Hertsmere House development and which stated, inter alia, as follows:

> *"We write to confirm that the attached document represents a schedule of assets of Thomas Ryan that are currently managed by Credit Suisse.*
>
> *Mr Ryan has confirmed that he pledges the assets as declared on the attached schedule as security for secured funding to him.*
>
> *Mr Ryan has confirmed that the assets pledged are free of liens and encumbrances."*

13.5.2. The document attached was a schedule setting out a significant number of valuable assets all on Credit Suisse headed notepaper. The Claimants believe that this list was prepared by Credit Suisse on the instructions of Mr Ryan and that both the letter from Andertons and the list of assets were wholly or very substantially false.

14. NATURE OF WRONGDOING

14.1. In the premises, the Claimants will contend that the false representations made by Credit Suisse, through Mr Eldring, and by Mr Ryan and Ryan Corporation were made:

(1) Intentionally and deliberately.

(2) Recklessly false in the sense that Credit Suisse, Mr Ryan and Ryan Corporation were reckless and/or turned a blind eye as to their truth or falsity.

14.2. Further or alternatively, those representations were made by Credit Suisse, Mr Ryan and Ryan Corporation negligently without any due care or reasonable steps or due diligence as to their accuracy and in circumstances where there was no reasonable basis upon which the Defendants could have believed them to be true.

15. **FAILURE OF CREDIT SUISSE TO HONOUR IRREVOCABLE PAYMENT INSTRUCTION**

Further or alternatively, Credit Suisse was in breach of its obligation to honour its irrevocable payment instruction given to SG and/or SG-HK as more particularly set out above and failed, in breach of such letter (amended as set out above), to comply with the terms.

16. **BREACH BY MR RYAN AND/OR RYAN CORPORATION OF AGREEMENT**

In the premises, further or alternatively, Mr Ryan and/or Ryan Corporation were in breach of their contractual obligations as set out in the December Proposal. As set out above, they each failed entirely to comply with any of its terms.

17. **LOSS, DAMAGE AND REMEDIES**

17.1. As a result of the Defendants' unlawful conduct as set out above, SG and SG-HK have suffered substantial loss and damage.

17.2. In relation to SG-HK, it has incurred a liability to RICOM as at December 2013 in the amount of €17.5 million.

17.3. In relation to SG, it has suffered loss and damage in the amounts which it would have received but for the wrongdoing and the further monies and investments which it has lost as a result. These may conveniently be summarised as follows. Full particulars will be provided in due course:

Claim	**Amount (€)**
Excess SG	22.60m
Profit excess SG	45.23m
Hertsmere SG Loss	17.57m
Total	85.40m

18. **INTEREST**

The Claimants are each entitled to interest on each of the sums set out above and/or on any sums awarded by the Court for such period and at such rate as the Court shall consider just

and appropriate pursuant to the Court's equitable jurisdiction or Section 35A of the Senior Courts Act 1981.

AND THE CLAIMANTS CLAIM:-

(1) Damages as set out above.

(2) Interest on (1) above at such rate and for such period as the Court shall consider just pursuant to Section 35A of the Senior Courts Act 1981.

(3) Further or other relief.

(4) Costs.

STEPHEN AULD Q.C.

CANDEY

STATEMENT OF TRUTH

The Claimants each believe that the facts stated in these Particulars of Claim are true.

I am authorised by each Claimant to sign this Statement of Truth.

Signed .....

Name **ANDREW RICHARD DUNN**

Position Partner, CANDEY, Solicitors for Swiss Garantie Issuance AG and Swiss Garantie (Issuance) Limited

Date: 6 July 2015