

Ms. Katalin Baranyi and Mr. Herman J Berge
665, rue de Neudorf
L-2220 Luxembourg
Luxembourg

Phone : +352 43 12 65
Fax : +352 26 43 12 11

Procureur d'Etat (State Public Prosecutor)
Palais de Justice
P.O. Box 15
L-2010 LUXEMBOURG

Luxembourg December 9 2009

Att : Mr. Laurent Seck
Re : Danske Bank S.A. – Criminal Complaint IX
Case # :
Your reference :
Our reference :
Posting by : Fax and registered mail
Your fax # : +352 26 20 25 29
Numbers of pages : 7
Attachment : 3 (4 p)
Copy : CSSF

CRIMINAL COMPLAINT

1. FORMAL INFORMATION

Date of Crime : September 29 2008 – December 9 2009.

Scene of Crime : Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

Perpetrators : Managing Director; Klaus Mønsted Pedersen (Luxembourg)
Legal Adviser; Ole Stenersen (Luxembourg)
Wealth Manager; Anne Kaupang Leighton (Steinsel).

The above named persons are employees of the Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209 and 110209, which we advise you to read and assess thoroughly.

As mentioned in the criminal complaint submitted on December 22 2008, the bank informed us in their letters of October 17 2008 and November 3 2008 – as well as in their letter of January 14 2009 – that we were in breach of a Multipurpose Line Agreement (MLA) which sole purpose (according to the MLA itself) was acquisition of real estate (i.e. our house).

We do oppose to the notion that we are part of a legitimate MLA agreement, in this regard please see the criminal complaint I of December 22 2008. For the sake of the argument, let us nevertheless presume that this MLA is valid.

2. THE OFFENCE

The situation between us and the bank has not changed since January 14 2008, at which time the bank terminated the MLA, and demanded repayment of the entire debt. The bank "granted" us 8 days to repay the debt including accrued interest. Should we not comply with these terms, the bank threatened us with foreclosure, although the bank is fully aware of the fact that *they* are in default and thus owes us a considerable amount of money. This is the last we heard of the bank in this regard until Elisabeth Omes/Alex Schmitt repeated these threats in their letter to us of November 23 2009, alleging that they are the bank's legal counsels. Please find the letter attached here as **appendix I**.

We are not familiar with Schmitt's/Omes' business, nor do we know anything about their relations with the Danske Bank, or other persons/entities involved in this matter.

Of obvious reasons we do not correspond with persons or entities which do not present sufficient identification and procuration, nor are we obliged to. By this reason we approached Omes/Schmitt in our letter of November 30 2009 petitioning them to provide us with the necessary documents. Please find the letter attached here as **appendix II**.

In their fax of December 2 2009, Omes/Schmitt failed to identify and reveal the legal basis of their approach of November 23 2009. Instead they chose to threaten us with a lawsuit if we did not pay within December 15 2009 (*threatening* with a lawsuit in order to "guide" a party – which by legitimate reasons denies the claim – to pay, is a criminal offence, see "Criminal Complaint X"). Please find the fax attached here as **appendix III**.

Danske Bank has a legal department which has been acting on behalf of the bank in this matter. According to the MLA and related documents the bank is in general entitled to execute different legal actions in order to retrieve what is – according to the bank – lawfully theirs. Thus there were no reasons to hire two external counsellors to basically repeat the threat carried out in a hope of collecting some easy money (an action which normally would be described as extortion).

As the prosecutor must agree on in regards to the letter of November 23 2009, Omes/Schmitt has substantially reduced the degree of accuracy in this matter, acting imprecisely and wolly – even lying – in their attempts to refer the facts, which – in turn – makes it even less comprehensible why the bank engaged a third party to do this "job". The obvious inaccuracies and lies in this letter indicate, by the way, that Omes/Schmitt has acted on hearsays rather than on available documents.

One can conclude that there was no reason for the bank to engage a third party to repeat the threat of January 14 2009, which gives reasons to believe that the bank did this in an attempt to threaten and extort us (see "Criminal Complaint X"), motivated (among other things) by a hope of moving us in the "right" direction by letting us being approached by some new counsellors.

According to Omes'/Schmitt's fax of December 2 2009 the bank has not formally entered into any contract with Omes/Schmitt in regards to the unverifiable "debt collecting assignment", neither does there exist any Power of Attorney related to this unverifiable task. Obviously – it goes without saying, really – no one, not even (or rather; especially not) a law firm, is eligible to represent another party without a Power of Attorney or documents alike. Consequently Omes/Schmitt is not legally *representing* the bank which also is indicated by Omes'/Schmitt's statement: "We are legal *counsels* to Danske Bank..." This leads to the conclusion that the bank – yet again – has disclosed information to third parties, protected information confided to the bank, this in violation of:

Law of April 5 1993 on the financial sector, article 41, "Obligation of professional secrecy" which stipulates that:

«All administrators, members of managing and supervisory bodies, directors, employees and other persons in the service of credit institutions, other financial sector professionals, settlement entities, central counterparties, clearing houses and foreign operators of systems authorised in Luxembourg, as referred to in Part I of this Law, shall be required to keep secret any information confided to them in the context of their professional activities. Disclosure of such information shall be punishable by the penalties laid down in Article 458 of the Penal Code.»

The Penal Code, article 458, punishes violations of secrets entrusted to professionals:

"...all other persons that disclose secrets in their custody by virtue of their status or profession, apart from cases where they are called to testify in a court of law or before a parliamentary commission of investigation or otherwise compelled by law to lift their secrecy obligation, will be subject to imprisonment for eight days to six months and a fine of 20.000 to 200.000 francs.

* * *

We would like to add that we are not, and have never been in breach of this MLA; not in July 2008, not in October 2008, not in December 2008, not in January 2009 and not in November 2009, see "Criminal Complaint XI". There are several alternatives (motives) why the Danske Bank has acted as they have in this matter (some are mentioned in previous criminal complaints). Although it is not for us to expose their true motive/-s in *this* criminal complaint, it is though a fact that the value of our real estate is far higher than what was stipulated in 2006, and in this regard it is quite striking that the bank nevertheless refuses to comply with our request to evaluate the real estate in order to update the value of our collaterals. Why would a "renowned" bank act like this?

As the bank has failed to comply with our request of July 21 2008, the bank consequently carries any risks and liabilities when terminating a contract refusing to obtain and assess required information such termination must be based upon (a failure which normally is described as no less than gross negligence). Accordingly the bank is in default, not us.

3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):

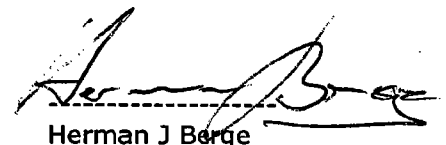
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Public Prosecutor whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur d'etat in English in accordance with the ECHR.

Sincerely,


Katalin Baranyi


Herman J Berge

DATED in Luxembourg this 9th day of December 2009; delivered by fax and registered mail to the attention of Mr. Laurent Seck with the Procureur d'etat.

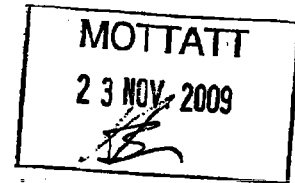
000001

BONN SCHMITT STEICHEN
— AVOCATS —

22-24, RIVES DE CLAUSEN L-2165 LUXEMBOURG BP 522 L-2015 LUXEMBOURG
Tél: (+352) 45 58 58 FAX: (+352) 45 58 59 E-MAIL: mail@bslaw.net www.bsslaw.net

Ms Katalin BARANYI
Mr Herman BERGE

665 route de Neudorf
L-2220 LUXEMBOURG



Sent by registered mail with acknowledgement of receipt

Luxembourg, November 23, 2009

Re: Your liabilities towards Danske Bank International S.A.

Dear Madam,
Dear Sir,

We are legal counsels to Danske Bank International S.A. (hereinafter "the Bank"), having its registered office in Luxembourg, 13 rue Edward STEICHEN.

According to the documentation submitted to our review, a joint account was opened in under your names with the Bank in October 2005. On 16 October 2005, you were granted a multipurpose credit line (the "Credit Line") of EUR 1.000.000,00.-, increased to EUR 1.200.000,00.-. The reimbursement of the Credit Line is secured by a pledge over the securities held in the portfolio held with the Bank and a mortgage over your house. In July 2008, the Bank informed you that the value of the pledged securities had dropped and that as a result the security ratios set out in the Credit Line agreement were no longer complied with.

You have been provided with the relevant portfolio reports and been requested on numerous occasions to settle the outstanding amount. On 14 January 2009, the Bank terminated the credit line agreement, and demanded the repayment of the entire debt, including accrued interest. Despite numerous requests from the Bank, you have not made any effort to settle the outstanding amount.

On November 17, 2009, as per the attached portfolio valuation report the amount outstanding under the credit line agreement is EUR 552,557.91.-, with accrued interest of EUR 517.72.-. The securities pledged in favour of the Bank are valued NOK 876,439.02.-. Thus, the account shows a debit balance of around EUR 448,136.57.- (NOK 3,740,636.34.-).

We formally summon you to pay the outstanding amount of EUR 552,557.91.-, with accrued interest by December 15, 2009 to the following account:

Name of Bank: ING (Luxembourg) S.A.
52, route d'Esch
L-2965 Luxembourg
Name of Account: Bonn Schmitt Steichen (compte tiers)
Swift Code: CELLULL
Account No.: IBAN LU23 0141 5340 3840 0000
Reference: Danske Bank – Baranyi & Berge

Should the outstanding amount not be paid by 15 December 2009, the Bank will enforce the pledge over the securities by appropriation and/or by selling them at the market value at the day of the enforcement, or by any other manner provided for in the pledge agreement or applicable law.

Any amounts outstanding after the enforcement of the pledge will be recovered in court. The Bank formally reserves its right to enforce other securities, such as the mortgage for the repayment of its claims against you.

Yours sincerely,


Elisabeth OMES


Alex SCHMITT

000002

Ms. Katalin Baranyi and Mr. Herman J Berge
665, rue de Neudorf
L-2220 Luxembourg
Luxembourg

Phone : +352 43 12 65
Fax : +352 26 43 12 11

Bonn Schmitt Steichen, Avocats
B.P. 522
2015 Luxembourg

Luxembourg November 30 2009

Att : Ms. Omes and Mr. Schmitt
Re : Danske Bank Intl.
Case # :
Your reference :
Our reference :
Posting by : Mail and fax
Your fax # : 45 58 59
Numbers of pages : 1
Attachment :
Copy :

Sir/Ms,

In reference to your letter of November 23 2009 we have noticed that you address yourself as "legal counsels to Danske Bank", i.e. acting as the bank's legal *advisers*.

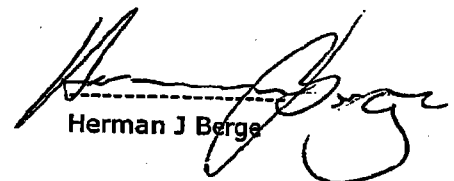
You surely do understand that we can not respond to any of your requests unless you provide us with documents in which your engagement is legitimized.

Considering the nature of this matter as well as its gravity we petition you to provide us with the Power of Attorney which the bank has furnished you with as well as a roster listing the documents and other means of proof the bank has dispatched to you.

We appreciate your soonest response.


Katalin Baranyi

Luxembourg November 30 2009


Herman J Berge

000003

BONN SCHMITT STEICHEN
AVOCATS

22-24, RIVES DE CLAUSEN L-2165 LUXEMBOURG

TEL: (+352) 45 58 58 FAX: (+352) 45 58 59 E-MAIL: mail@bsslaw.net www.bsslaw.net

FAX

To	Company	Fax
Katalin BARANYI Herman BERGE		26 43 12 11
From	Date	Nbr of pages (incl. cover)
Alex SCHMITT Elisabeth OMES	2 December 2009	1

Re: Your liabilities towards Danske Bank International S.A.

Dear Madam,
Dear Sir,

We refer to our registered letter of 23 November 2009 and your fax of 30 November 2009.

Please be advised that under Luxembourg law, the power of attorney referred to in you fax is not required. Also, you are familiar with all of the documents upon which our client bases its claims. Therefore, we strongly urge you to immediately pay the outstanding amount, as detailed in our letter of 23 November 2009, as the matter will be taken to court shortly.

Yours sincerely,


Elisabeth OMES

Alex SCHMITT


The information contained in this facsimile message is intended to be delivered only to the named addressee. It may contain confidential information or material that is subject to legal privilege. If you are not the intended recipient, please notify us immediately and destroy all copies of this message.