

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 X
Case # :
Your reference :
Our reference :
Posting by : Fax and registered mail
Your fax # : +352 26 20 25 29
Numbers of pages : 7
Attachment : 2 (4 p)
Copy : CSSF

C R I M I N A L C O M P L A I N T

1. FORMAL INFORMATION

Date of Crime : December 2 2009.

Scene of Crime : Bonn Schmitt Steichen Avocats, 22-24 Rives de Clausen, L-2165 Luxembourg, and Danske Bank International S.A., 13, rue Edward Steichen, P.O. Box 173, 2011 Luxembourg.

Perpetrator : Alex Schmitt, lawfirm Scmitt Bonn Steichen (Luxembourg)
Elisabeth Omes, lawfirm Scmitt Bonn Steichen (Luxembourg)
Managing Director (DB); Klaus Mønsted Pedersen (Luxembourg)
Legal Adviser (DB); Ole Stenersen (Luxembourg)
Wealth Manager (DB); Anne Kaupang Leighton (Steinsel).

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209 and 091209 (IX) 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

On December 2 2009 we received a fax from Elisabeth Omes/Alex Schmitt in which we were threatened to "...pay the outstanding amount..." if we wanted to avoid a lawsuit; "...as the matter will be taken to court shortly." The fax is attached to this document as **Appendix I.**

We are not familiar with Luxembourg criminal law. On the other hand we are familiar with the Nordic criminal law which is based on continental law and makes it a crime to threaten someone with a lawsuit for the purpose of having him/her to pay. Thus we presume that such action is a crime under Luxembourg criminal law as well, and that the public prosecutor consequently will act upon this criminal complaint.

Basically, if you feel that you have a well founded claim and your adversary refuses to pay as he disagree with the claim and its groundings, then your only alternative is to go to court and have your claim assessed by a tribunal. Threatening your adversary with a lawsuit in order to have him to pay for an unsettled matter, is a crime. In short: If you have a case, go to court. If you don't, forget it. But (as it is a crime) you are not allowed to *threaten* with a lawsuit – as Omes/Schmitt did – to have your adversary to pay you.

Since we bought our real estate (our house) in September 2006, the real estate prices in the area has increased substantially, see "Criminal Complaint IX and XI", and so has the value of the collateral.

As described in our criminal complaint IX and XI we are not in breach of the MLA, nor are we by any other means in default. Omes/Schmitt alleges that they have reviewed the documents in this case, thus they are aware of the fact that we have petitioned the bank to evaluate the real estate (collateral), and that the bank has failed to comply with our petition, hence Omes/Schmitt act against better judgment in their fax of December 2 2009 in which they threaten us to pay based on the misleading allegation that we are in breach of a the MLA.

17 months has passed since the bank was petitioned to evaluate our real estate (the collateral), and for 17 months the bank has failed to accept and carry out our legitimate request. Why?

In a letter of January 14 2009 – some 6 months (180 days) after our first petition – the bank answers part of this question stating that our "suggestion" didn't offer "...*immediate improvement of the security ratio.*" The letter is attached to this document as **Appendix II.**

Immediate improvement? The bank had had 180 days to value the real estate (which obviously had increased in value since it was acquired), and still the bank talks about "immediate improvement". More than 500 days has passed and the bank has still not accepted to evaluate the real estate. Why? Further on, this statement of January 14 2009 is a blatant lie as it contradicts the banks earlier statement upon the same question expressed in a phone conversation with us on July 21 2008, see "Criminal Complaint XI".

Our request for a valuation of the real estate was also pointed out in our letter to the bank of October 20 2008. So, why did the bank refuse to carry out this simple task?

Instead of considering our legitimate request, the wealth manager, Mrs. Kaupang Leighton, started asking about the court case in Monaco (lodged by Dagny Amelia Olsen

(Riis), a client of the Norwegian branch of this bank) and whether we could *expect* any solution in *that* matter. Although the bank later on allegedly demanded "immediate improvement", the bank was nevertheless open to certain *expectations* it seemed, but not – as we now know – a specific value of our real estate. Why?

The bank was obviously not interested in anything that could stop the bank from carrying out what appears to have been their plan; draining our savings account for as long as possible, then block all accounts and finally throw us out – a plan that was meant to be sealed – it seems – by the threat from Omes/Schmitt and its follow-up.

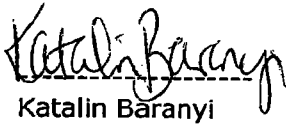
3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):

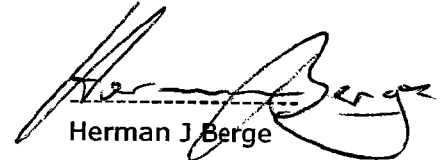
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

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

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

000002

Danske Bank

RECOMMANDEE

Ms Katalin Baranyi & Mr Herman Berge
665, rue de Neudorf
L - 2220 Luxembourg

Danske Bank International
13, rue Edward Steichen
P.O. Box 173
L-2011 Luxembourg
Telephone +352 46 12 75 1
Telefax +352 47 30 78

www.danskebank.lu

14 January 2009

Ref. 653147/L&C

Dear Ms Baranyi and Mr Berge,

With this letter we hereby revert to the various comments, questions, and allegations in your letter/telefaxes dated 20 and 24 October 2008, 11 November 2008 and 7 January 2009. We also annex a copy of our letter of 9 January 2009 to the CSSF.

Your telefax dated 20 October 2008

Situation and assets: We find it hard to believe it was a surprise to you when Mrs. Kaupang Leighton informed you of the status of the portfolio. The bank has regularly sent you portfolio valuation reports and account statements evidencing the development of the portfolio. Nevertheless you write "A brief examination of the paperwork and correspondence shows". If there was so much wrong with the information sent to you over the years, you should have noted it and objected long time ago.

Collaterals: In July 2008, the bank contacted you because action had to be taken due to the fact that the Actual Security Ratio as defined in the Multipurpose Line Agreement between you and the bank did not comply with the Required Security ratio in same Agreement. Regrettably, the bank could not make use of your suggestion to consider real estate sales prices in you neighbourhood or your Ph.D programme, as neither of the suggestions offered immediate improvement of the security ratio.

The meeting of September 29, 2008: We disagree with your allegations that Mrs Kaupang Leighton was ignorant of your portfolio. If Mrs Kaupang Leighton had actually made such a poor performance, we fail to understand why you did not immediately demand a conversation with her superiors. That could easily have been arranged.

According to our records you and Mrs Kaupang Leighton had discussions about the volatile market and the status of your account. Going through the concept of the Multipurpose Line Agreement she explained that portfolio was not in compliance with the terms agreed in the contract. It was therefore decided to sell shares in DAAF Allocation Dynamic. The reason for selling this fund was that its exposure to the stock market, and a sale of this fund would reduce your market risk exposure.

000002 010109

Your telefax dated 24 October 2008**1. Which contract are we in breach of?**

It is mentioned in the caption of the bank's letter of 17 October 2008, i.e. "Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later Amendment 4 September 2007." This was further elaborated on in the bank's letter of 3 November 2008.

2. Which are the legal consequences for the bank?

In the event of continued default under the terms of the Agreement, the bank will proceed with a realisation of collateral and/or termination of the Agreement.

3. What is the status of the €1.000.000,- that was transferred to the bank to be credited to our name/account in 2003, 2005 and 2006?

We confirm that the incoming transfers were credited to your account according to the advices sent to you. We note that you have received the advices as they were annexed to your telefax of 11 November 2008. The assets on the accounts have either been invested or transferred out, all as reported in the account statements and advices sent to you since the opening of the account. The development of the portfolio has been communicated in portfolio valuation reports sent to you at least quarterly.

Your telefaxes dated 11 November 2008

The security ratios mentioned in the bank's letter of 3 November 2008 can be found in Clause 9 of the aforementioned Multipurpose Line Agreement. They form part of the conditions that you and the bank agreed with respect to your utilisation of the Facility under that Agreement.

The incoming transfers have been accounted for in all the account statements sent you since the opening of the account and in our letter of 9 January 2009 to the CSSF (photocopy of the letter annexed hereto).

It is not in accordance with the facts when you write that "the house was purchased of [your] own funds." You contracted a loan with the bank and mortgaged your house as collateral. The bank has no intention of releasing the mortgage on the property unless the debt is reimbursed in full, including accrued interest.

Your request for a total amount of incoming and outgoing transfers/withdrawals, including Master Card, is provided in our letter to the CSSF.

Your telefax dated 7 January 2009

Our response to your previous letters and telefaxes are covered above. So is our response regarding the mortgage.

- We note that you are already in possession of the advices relating to the incoming transfers. Above, we have confirmed that they are correct.
- We annex a portfolio valuation report as at 31 December 2008 as well as photocopies of all accounts statements sent to you since the opening of the account.
- During the periods March/June and August/December 2006, you made/ordered the following debit transactions, Master Card debits excluded:

Date	Narrative	Beneficiary	Currency	Amount
28/04/2006	Transfer out		GBP	-8,927.80
08/05/2006	Transfer out	EU Invest S.A.	NOK	-300,000.00
02/08/2006	Transfer out			-3,082.93
02/08/2006	Transfer out	EU Invest S.A.	EUR	-10,000.00
11/10/2006	Transfer out	Gilles Kintzele	EUR	-565.49
16/10/2006	Cheque	Me Camille Mines	EUR	-100,000.00
	Cheque	Me Camille Mines	EUR	-51,200.00
17/10/2006	Transfer out	Helene B Muller	EUR	-1,040.00
13/11/2006	Transfer out	Remo Special	NOK	-6,430.31
22/11/2006	Transfer out		EUR	-12,040.00
21/12/2006	Transfer out	Jobard, Chemla	EUR	-7,555.00

- The bank did not close your account on 19 December 2008. We refused further debit orders and blocked your Master Cards due to insufficient funds on your account.


Future steps

We now wish to revert to the bank's letters of 17 October and 3 November 2008. Events of Default have occurred according to Clause 15 of the EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 as amended.

Since you have failed to provide the bank with additional collateral or reduce the loan as requested, we hereby terminate the Multipurpose Line Agreement dated 16 October 2006 as amended and demand repayment of the entire debt, including accrued interest. If the debt is not paid within 8 (eight) days from today, we shall proceed with realisation of the pledged assets and foreclosure on the mortgage according to its terms.

Yours sincerely,
Danske Bank International S.A.


Klaus Mønsted Pedersen
Managing Director


Ole Stenersen
Legal Advisor