

Ms. Katalin Baranyi and Mr. Herman J Berge
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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 XI
Case # :
Your reference :
Our reference :
Posting by : Fax and registered mail
Your fax # : +352 26 20 25 29
Numbers of pages : 10
Attachment : 3 (7 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 : July 21 2008 – December 9 2009

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

Perpetrator : 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, 110209 and 091209 (IX and X) 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 allegation 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 July 21 2008 Danske Bank's Mrs. Anne Kaupang Leighton called us, asking us to pay or by any other means level up our collaterals with some €24.000. We requested the bank to value our real estate, as the value obviously had changed considerably in our favour. Mrs. Kaupang Leighton promised to revert shortly with the bank's view on this, complaining though that this (valuation) would take time, would require new documents, the vacation was a problem etc., basically stating that this request was not welcomed in the present somewhat grave situation which she tried to paint for us.

Mrs. Kaupang Leighton came back to us later on that same day, stating that the bank would like to help us (i.e. was open to all suggestions), but the problem was that they could not lift the loan as a consequence of an increased value of the real estate unless we could prove to the bank that we would be able to service the loan.

Firstly this was not a condition when we bought the house and refinanced our living in 2006 with a loan in the bank. Secondly we did not ask the bank to lift the loan. We simply asked the bank to value the real estate in order to update our collateral as we only then would be able to assess whether the value of our collateral would level with the debt. As we didn't have any income besides what our savings would give, Kaupang Leighton and the bank ruled out this possibility to solve the "collateral-problem".

By this statement the bank managed to manipulate us to believe that this situation could only be solved by *increasing* the loan, which at the moment – according to the bank – was not feasible.

On July 21 2008 the value of our real estate was estimated to some €880.000 (compared to €695.000 in 2006) which leads to the inevitable conclusion that we were never in default as our collateral by far levelled the loan. It should be noted that the bank can not be heard if they should find it convenient to claim that the value of the real estate was lower, as the bank for some 17 months has refused to carry out or accept such valuation.

Instead of valuating the real estate, which in turn would have stopped all actions against us, the bank has in its criminal attempt drained and blocked our accounts – for some reason or other, which we will revert to – making sure that we would be locked out from our own savings indefinitely. These actions have been carried out solely on a vague misleading *notion* that our collaterals was worth less than we owe on it. The bank's actions are in violation with our "contract" and are based on no legal grounds. It goes without saying that this situation is and has been intolerable for us and consequently will lead to a substantial claim for damages against the bank.

* * *

On October 17 2008 the bank informed us that we were in breach of the MLA, and that the bank would sell all our securities within 4 days! if we didn't pay. The letter is attached to this document as **Appendix I**.

In our letter to the bank of October 20 2008, which is a response to the letter of October 17 2008, we disagreed with the bank's alleged right to act as stipulated and pointed out that the bank in June/July 2008 had been petitioned to value the real estate (the collateral). The letter is attached to this document as **Appendix II**.

Later on, in a letter to us of January 14 2009, attached to this document as **Appendix III**, the bank stated that they could not make use of our request of valuating our real

estate (the collateral) as this action would not offer "immediate improvement". This statement is in contradiction to the reasons the bank stated to us 6 months earlier, thus the bank point blank lied to us and the CSSF. To prove this lie, we petition the public prosecutor to petition the bank to hand out the voice recordings of this date.

As mentioned earlier the bank has acted unprofessionally and totally irresponsible in this matter. According to the Public Prosecutor this is not a backyard firm, thus there must be a reason why the firm nevertheless has acted like one. It is not up to us but rather to the public prosecutor to investigate, reveal motives, and prosecute criminal acts.

Finally we would also like to remind about the fact that forging as well as wilfully withholding and/or concealing evidence, whether it is of an unlawful and/or criminal nature or not, is in itself a crime.

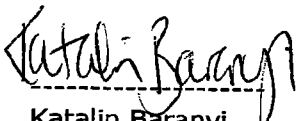
3. IN CLOSING WE PETITION THE PROCUREUR D'ETAT (PUBLIC PROSECUTOR):

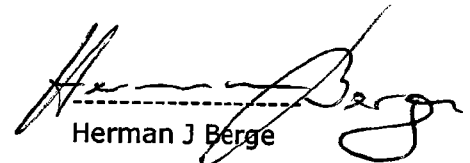
- to investigate the above mentioned actions and prosecute the offenders.
- to inform us, within two weeks of this letter, whether the actions pointed out in this and the previous criminal complaints are offences or not according to Luxembourg law.

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.

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Danske Bank

Mr Herman Berge and Mrs Katalin Baranyi
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CR3464/DO

17 October 2008

Send by mail and e-mail.

**Your EUR 1,200,000 Multipurpose Line Agreement dated 16 October 2006 and later
Amendment 4 September 2007.**

Dear Sir and Madam,

We hereby inform you that you are in breach of the agreement mentioned above due to the fact that the Actual Security Ratio (0.73) is higher than the Requested Security Ratio (0.71), as defined in clause 9 B and 15 A.

Your Wealth Manager Anne Leighton has tried to contact you several times during the last week but you have not responded or rectified the situation.

Please note that we will sell all of your securities and together with your cash holdings, reduce your outstanding loan on Tuesday 21 October 2008 at 12.00, if we have not heard from you to find a solution. The only security not being sold is the DLF Balanced Fund, which fund for the time being is closed for trading. The present value of the DLF Balanced Fund is 219,152.37.

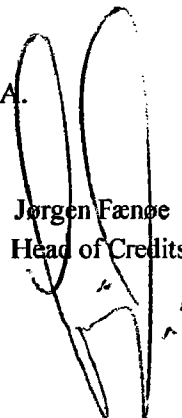
We enclose an account statement as per today and please note that we have covered outstanding EUR 3,163.45 on your two MasterCard from your EUR account no 6531475501 leaving a balance of EUR 219,300.48 to be used for reduction of outstanding loan.

Yours faithfully,
Danske Bank International S.A.

Anne Leighton
Wealth Manager



Jørgen Færev
Head of Credits



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Luxembourg

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Danske Bank
P.O. Box 173
2011 Luxembourg

Luxembourg October 20 2008

Att : To whom it may concerns
Re : Your distress e-mail of October 17 2008
Case # :
Your reference : 6531470801
Our reference :
Posting by : Mail and fax
Your fax # : 47 30 78
Numbers of pages : 3
Attachment :
Copy : Mr. Fredrik Holm; Mrs. Anne Kaupang Leighton; Mr. Joergen
Faenoe.
Priority : Urgent!

Regarding your e-mail of October 20 2008.

First of all we want to express our great surprise on how the bank is treating us as customers and how the bank reacts upon a short delay of response to earlier phone calls.

We have both been busy and abroad, separately, the whole previous week. Anyhow we would have expected a letter from the bank explaining what Mrs. Kaupang Leighton wanted to tell us, in stead of a (e-mail-) notice of default, and a fixed deadline of just a few hours to contact the bank. We find this way of actions highly unprofessional.

Situation and assets

In the period between 2003 till 2006 we have trusted the bank with some of our assets, approximately € 1 million.

Three weeks ago we attended to a planed meeting with the bank, with Mrs. Anne Kaupang Leighton. At this meeting, on September 29 2008, Mrs. Kaupang Leighton informed us that there was some €350.000,- left of our savings, a quite disturbing message.

Subsequent to the meeting we experienced an alarming feeling that something was really wrong regarding our investments and the whole situation with the bank.

As a consequence to this meeting we were forced to start investigating what had happened to our money trusted with the bank. A brief examination of the paperwork and correspondence shows; unnatural and inexplicable movements of assets; inaccurate and mixed up bank statements; missing of substantial assets long before the so called financial crisis struck, as well as information that easily could lead to the conclusion that the bank knew about this so called financial crisis quite some time *before* it struck.

Collaterals

This June/July we were asked to level up our account with some €25.000,-. Mrs. Kaupang Leighton was asked to reconsider our collaterals as this has changed in a favourable way: 1). A similar house to ours has been sold in the area for some €880.000,-. We bought this house for some €695.000,- in September 2006. At the same time The Bank's own taxation valued this house to some €750.000,-; a good deal, the bank expressed. 2) I have started my Ph.D. program which will give me a reasonable monthly payment for three years ahead, with numerous opportunities afterwards.

None of this was taken into consideration by the bank. Mrs. Kaupang Leighton in stead told us that we are not able to handle/service the loan, and then she started asking about the court case in Monaco and what we could expect regarding solutions. This ended the discussion and we were forced to sell our securities despite the favourable change in regards to our collaterals.

The meeting of September 29 2008

During this meeting we experienced the following non-exhaustive facts concerning our wealth manager, Mrs. Kaupang Leighton:

- She didn't know the amount of our loan.
- She didn't know anything about the terms of the loan.
- She didn't know anything in regards to the given interest rate.
- She didn't know that we were paying the accumulated interest once a year as agreed. On the contrary she stated that since we *didn't* pay any interest on this loan, this would contribute to a bigger gap between security and liabilities and consequently, according to her, we were not servicing our mortgage.
- She concealed the problems that the Lehman Brothers-crisis had caused to our investments.

We were shocked about Mrs. Kaupang Leighton's ignorance regarding our portfolio. Following our repetition of what the bank (she and Mr. Bjørnsen) told us in 2006 about the interest and payment of the interest, Mrs. Kaupang Leighton eventually stated something that it is obvious that there *is* some kind of repayment here.

She explained here ignorance to our investments and liabilities by making an excuse that she had taken over the portfolio from her predecessor Mr. Bjørnsen in May this year, and that this was somehow the reason. Regardless of what Mr. Bjørnsen has done in this case, which now has to be assessed, Mrs. Kaupang Leighton had more than 4 months to prepare for this meeting and in that regard; try to understand our portfolio, our investments and liabilities.

What is obvious here is that Mrs. Kaupang Leighton was not at all prepared for this meeting. She had invited us for a 2-3 hour long meeting and lunch treated by us - according to her she could sit with us the whole day - at the corner meeting room next to the cantina where everybody easily could observe who were sitting inside, with no previous preparation it seems other than the instruction to us; you have to sell something.

On October 17 2008 we got a letter from the Bank dated October 16 2008 stating that the Balanced fund has been suspended from trading. Given the international news release on September 15 2008, where Lehman Brothers filed for bankruptcy protection, it was obvious for the Danske Bank that the Balanced fund would be worthless trading with at the latest at this very day.

After this date, there would be no trading in this fund as this would be considered as a fraudulent action. Mrs. Kaupang Leighton's knowledge about the crisis in Lehman Brothers didn't stop here from giving us, in this meeting, the option considering a sale of

our investments in the Balanced fund. Mrs. Kaupang Leighton advised us though to accept a sell off of stakes in the Dynamic-portfolio instead, as she knew that a sale in the Balanced fund would be both useless, worthless as well as a criminal action at least against a potential buyer.

We want to underline that Mrs. Kaupang Leighton did not mention any problems in regards to the bankruptcy in Lehman Brothers, which she obviously should have, considering the purpose of this meeting.

At the meeting as well as during phone conversations this June/July we mentioned our favourable changed collateral situation. Mrs. Kaupang Leighton didn't care about this tangible collateral, instead she wanted to know about the court cases in Monaco, and whether there existed any foreseeable income from these cases, consequently asking about highly uncertain collaterals while avoiding the presented tangible collaterals.

In conclusion

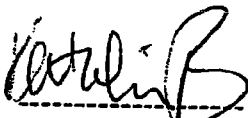
As mentioned the bank's actions, and in particular our experiences from the last meeting, has been both a revelation as well as an eye-opener to us. We have as a consequence asked for professional help to examine the situation and our relationship with the bank starting from June 2003. At the time this examination is duly completed, the findings will be handed over to the bank together with a request for an immediate meeting.

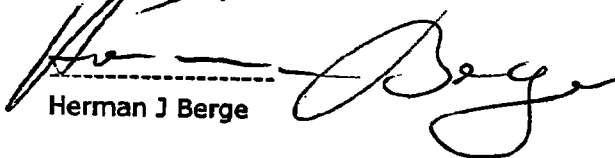
On these grounds we urge the bank to halt any actions whatever mentioned in the letter from the bank of October 20 2008 as well as other damaging actions against us or our properties. Persons partaking in any such actions will together with the bank be held jointly and severally liable.

We find it correct to suggest that the correspondence between us and the bank from now on will be in writing, and that the bank will appoint an accountable person that we can correspond with regarding this case.

We need your fax receipt that this document has been duly received by an accountable person in the bank no later than 0900 of October 21 2008.

Luxembourg October 20 2008


Katalin Baranyi


Herman J Berge

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Danske Bank

RECOMMANDEE

Ms Katalin Baranyi & Mr Herman Berge
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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. Regretfully, 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.

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