

BILAG 8.

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 Général d'Etat (Attorney General)
Palais de Justice
P.O. Box 15
L-2010 LUXEMBOURG

Luxembourg February 16 2011

Att : The Director General of Public Prosecution / Attorney General
Re : Danske Bank S.A. – Criminal Complaints I to XXI
Case # :
Your reference :
Our reference :
Posting by : Mail and fax
Your fax # : +352 47 05 50
Numbers of pages : 14
Attachment : 4 (9 p) + 1 CD
Copy : Eurojust ; OLAF

CRIMINAL COMPLAINT

XXII

1. FORMAL INFORMATION

Date of Crime : January 15 2007

Scene of Crime : Notary Camilles Mines office, 3, rue d'Olme, L-8331 Capellen.

Perpetrators : Managing Director; Klaus Mønsted Pedersen (Luxembourg)
Legal Adviser; Ole Stenersen (Luxembourg)
Wealth Manager; Anne Kaupang Leighton (Steinsel)
Wealth Manager; Øyvind Bjørnsen, (Luxembourg)
Head of Credits; Jørgen Fænøe (Luxembourg)
Head of Credits; Jesper Larsen, 20, rue Michel Rodange, L-2430
Luxembourg,
Morten Berg Jensen, 121 Val des Bons Malades, L-2121 Luxembourg

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, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI), 190110, 200110, 270110, 240310 and 080910 which we advise you to read and assess thoroughly.

2. THE OFFENCE

In 2006 we decided to move to Luxembourg, buy a house and settle down. For further elaboration on this, please refer to Criminal Complaint I (221208). To make it short; the bank was eager to help and promised to provide us with a 100% mortgage, thus the financing of the house loan was settled. As the notary requested a proof of economic means to pay the house which we had contracted, the bank provided the broker with a letter confirming that we were granted a loan on the total price of the house, i.e. € 695.000. The broker then forwarded this letter to the requesting notary, Mr. Camille Mines. Please find this conclusive evidence enclosed as **Exhibit # 1**.

Notary Mines was thus notified, at the latest on October 7 2006, that the bank had granted us a "house loan" on the total amount.

The prosecuting authority should by now – in the light of previous criminal complaints and other correspondence – know that this bank's intention, since the very start of our relationship with it in 2003, was to defraud us. As a result of the bank's deceptive conduct we obviously came to trust them and even thought that we were given special treatment. The fact that the bank invited us for a number of classy lunches at their premises as well as at Grand Hotel in Oslo, Norway, and made statements as: "*you are such a good customer so we will not charge you for this transaction,*" made us relax and believe in what later on turned out to be a deception, which obviously was in line with the bank's fraudulent intentions.

As mentioned we were offered, and we thought that the bank had granted us a house loan on especially good terms (interest 1 % below the market rate, installments once a year (only interest paid the first few years), which is the reason why we didn't pay particular attention to the heading of this house loan: "Multipurpose Line Agreement" (MLA). Then again the MLA clearly states in its preamble that the *sole* purpose of it was to buy a house. Please find enclosed the first page of this MLA as **Exhibit # 2**.

As late as in September 2008 we had no reason not to believe that our loan with the bank was a house loan. This is demonstrated by our wealth manager Anne Kaupang Leighton's statement during a classy lunch at the bank's premises on September 29 2008:

2:47:51

Kaupang Leighton (AKL): *But, do you have, may I ask you, do you have other houses (estates)? Do you own a house in Norway?*

Baranyi (KB): *No.*

AKL: *Then you are also entitled to a so called "apocasiodan teres"¹*

Berge (HJB): *What does that mean?*

AKL: *It is help in regards to payments of interest on loan?*

HJB: *Why are we entitled to this?*

AKL: *Because, if you only own one house, and you have a **house loan**, then you get a deduction on, I wonder if it is the first € 2 – 300.000 for every child you have together...You get child benefits which is so and so many euro for each child, and then you get this deduction on the interest on loan, which also depends on how many children you have. We are not talking about big amounts here. I mean,*

¹ The term, which is French, is spelled as it sounded.

I get, with my two children I get something around 170 Euro, but it helps on the loan every month as they transfer this into the account.²

Please find enclosed as **Exhibit # 3** a CD containing this extract of the conversation in the following file: WS330094 24748...

Note that the bank's wealth manager concludes that we *are* entitled of this benefit. Kaupang Leighton and the bank is by this conclusion obviously of the opinion that we have a house loan, or at least the bank yet again attempts to mislead us to believe in this.

We have previously³ documented that the bank deliberately and with the intent of deceiving us made us believe that we, or our savings, were not at any risk. To demonstrate how far the bank has been willing to go in its deception of its clients, we refer to the same meeting mentioned above, were Kaupang Leighton – two weeks after Lehman Brother's had filed for bankruptcy⁴ and without telling us that she had placed a considerable amount of our savings in the Lehman Brothers/Bernard Madoff-Ponzi-Scheme – stated that:

"There is no crisis (for you). Listen now; there is no crisis, just so you know it!"⁵

Please find enclosed as **Exhibit # 4** a CD containing this extract of the statement in the following file: WS330094 23536...

In the aftermath of this fraud – which would have been impossible to carry out without the help and protection from CSSF, the public prosecutor and Luxembourg courts – the bank seems to state that we have signed on an investment scheme blowing off the entire value of the house, and that we thus did not have a house loan. Not surprisingly even the CSSF is of the opinion – despite all the conclusive evidence on the contrary – that we have not been granted a house loan.

This then proves that;

1. the bank manipulated us to believe, and we consequently thought, that the bank had granted us a house loan (cf. Exhibit # 1, 2 and 3),

and

2. that the bank deliberately misled us to sign on a criminal investment scheme, similar to the numerous criminal investment schemes that this bank, and the said wealth managers, subsequently has "*pushed*" on retired northern Europeans with unencumbered properties in Spain.

As the public prosecutor is aware of, these pensioners are now facing foreclosures due to the bank's fraud against them. The bank is yet to face the consequences of this Spanish fraud scheme.

Another consequence of this MLA is that it *prevents* the bank and us from utilizing the MLA on anything else but "*acquisition of real estate*", i.e. buying a house. The bank has nevertheless deliberately – and in violation with its own MLA – used this MLA to drain us of all our savings, funnelling our funds into criminal financial schemes like the Lehman Brothers/Bernard Madoff-Ponzi-Scheme.

² Translated from Norwegian.

³ Cf. Criminal Complaint VI.

⁴ September 15 2008.

⁵ Translated from Norwegian.

When we attended the meeting at notary Camille Mines' office on January 15 2007, we thought that we were to hand over the check, sign a notary deed and finalize the take-over. The meeting though seems to have ended up with us signing on a mortgage deed which sole purpose – we were explained – was to guarantee the due payment on the house loan, nothing else.

As agreed upon on June 27 2003 all documents the bank produces for the purpose of our attention are to be authored in English. Please find the said document enclosed to this letter as **Exhibit # 5**.

The mortgage deed, which we saw for the first time on January 15 2007, is – in violation with the said agreement of June 27 2003 – written in German. Please find this financial instrument enclosed as **Exhibit # 6**.

Even though we informed notary Mines that we couldn't read this document as we didn't read or talk the German language, notary Mines did not stop the process demanding the bank to furnish us with an authorised English print. On the contrary he did what seems to be common practice among Luxembourg notaries: He tried to bend and get around the law by "*explaining*" the content of this document in English.

His "*explanation*", for whatever that is worth in the light of the MIFID-Directive, did not alert us that this was anything more than a standard mortgage document. But even if we had been alerted that this was something else – which it obviously is – we had no alternatives but signing it, as we already had paid some € 100.000 upfront, and as the seller was entitled to make a forced sale of the house if we for any reason did not pay the remaining amount on that day. We were thus acting under duress as the bank failed to; 1) provide us with the German document in due time before January 15 2007, and 2) inform us, at all, about its existence and content.

A mortgage deed is a financial instrument. In this regard let us then remind the public prosecutor of the Commission Directive 2006/73/EC Articles 29 and 30 implementing Article 19 (3) of Directive 2004/39/EC, clearly stating that any relevant information is to be provided;

"...in a comprehensible form... so that they (clients or potential clients) are reasonably able to understand the nature and risks of the investment service and of the specific type of financial instrument that is being offered and, consequently, to take investment decisions on an informed basis."

As demonstrated above, this mortgage deed (or whatever it is) was presented to us for the first time just minutes before we were to get the keys to the house. It was not presented to us in a language we understand or in a language agreed upon nor in a comprehensible form. We were not able to understand what kind of document this was or the nature and the risk of what the bank presented and forced on us. Hence we were not at all in a position to take "*investment decisions on an informed basis*".

We trusted the bank and we had no reason not to trust notary Mines. Nevertheless we were deliberately deceived by both, wilfully misled to sign a document which actually was produced as an instrument for the bank to take full control of all our savings, hence putting us at imminent risk of loosing everything. The brutality of this financial crime reaches even a higher level when adding that the bank knew that we settled down in Luxembourg without any income (besides what our savings could give us), and with one child attending school.

It has to be underlined that we were not given the slightest chance to take a sound investment decision on January 15 2007 as we actually were not able to understand the

nature and risks of the financial instrument (mortgage deed) offered. On the contrary, the bank made all efforts concealing the true motive behind this instrument by authoring it in a language they knew that we couldn't read and presenting it the minute we were to get the keys to the house. As a matter of fact we understand today that we had no idea of what we were signing on, on that day.

The fact that our signatures appears on a document we obviously didn't (and still don't) understand the content of, is not a proof of liability but rather a conclusive evidence on the fact that we have been defrauded by the bank, a fact which will automatically render the document null and void.

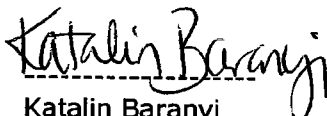
3. IN CLOSING WE PETITION THE PROCUREUR GÉNÉRAL D'ETAT:

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

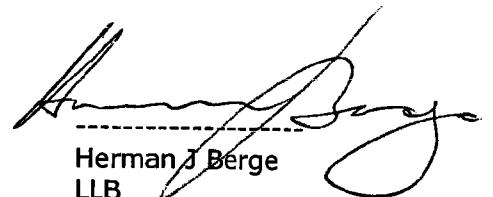
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Director General of Public Prosecution whether such claims can be filed as part of the criminal case.

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

Should the prosecutor render these abovementioned actions as lawful in Luxembourg, we then petition the public prosecutor to – without further due – refer this petition for investigation of gross financial cross-border⁶ crimes to Eurojust as a request for assistance.



Katalin Baranyi
PhD Scolar



Herman J Berge
LLB

DATED in Luxembourg this 16th day of February 2011; delivered by fax and mail to the attention of the Procureur Général d'Etat.

⁶ We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.