

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

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

Luxembourg March 21 2011

Att : The Director General of Public Prosecution / Attorney General
Re : Danske Bank S.A. – Criminal Complaints I to XXV
Case # :
Your reference :
Our reference :
Posting by : Mail and fax
Your fax # : +352 47 05 50
Numbers of pages : 25
Attachment : 6 (22 p)
Copy : Eurojust (Att: Carlos Zeyen) ; OLAF; Ombudsman; Grand Duke;
Commissioner Viviane Reding

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

X X V I

1. FORMAL INFORMATION

Date of Crime : Ongoing crime

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

Offender : Managing Director of Danske Bank International S.A., Klaus
Mønsted Pedersen (Luxembourg) (residential address; unknown).

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, 080910 160211, 020311 (XXIII, XXIV and XXV) which we advise the prosecutor to read and assess thoroughly.

2. THE OFFENCE

Criminal Complaint XXII - XXV makes the backdrop and foundation of this complaint, attached here as **Exhibits # 1 to 4**.

Sometime in the period prior to January 15 2007 the offender authored or ordered the arrangement of a Krediteröffnungsurkunde (the so called mortgage deed), attached to this complaint as **Exhibit # 5**. This document was presented, unsolicited, to us during a meeting at notary Camille Mines on January 15 2007. The purpose of this meeting was to pay and take delivery of the house we had bought, and it was in this regard that two – to us – unknown persons from the bank presented the said document which was authored in the German language. As we don't read or understand German, notary Mines found it sufficient to carry out an oral ad hoc translation – instead of demanding this document presented in a language of which we could understand – and gave us, through this, the understanding that this document was a deed of trust requesting us to pledge the house as collateral for the house loan. Based upon this "reliable" information notary Mines provided us with, we signed the document.

Later on it has turned out that the said document is not a deed of trust related to our house loan, but rather an agreement realizing (i.e. converting into cash) the value of the house for the bank to speculate in high risk or rotten investments, i.e. the bank's crime schemes of which numerous other savers and investors of this criminal organization have been deceived into.

As stated in previous criminal complaints against the perpetrator, we were not informed about this document – which is a financial instrument thus governed by Article 19 (3) of Directive 2004/39/EC – or of its content previous to the meeting with Mines, nor were we ever provided with an authorized translation of the said document. Consequently we signed a document which the perpetrator knew we didn't know the content nor the consequences of, a document which hence was deliberately produced and presented in violation with the above mentioned Directive.

In a secret meeting between the perpetrator and CSSF in February-March 2009, the perpetrator declared to the regulator that all the investments in question originate from our initiative and were carried out at our express *order*, a declaration which later on has been proven to be a lie. In Article 7 of the above mentioned mortgage deed it is stated that we *ordered* this financial instrument. As we have never ordered, let alone heard of such a document before January 15 2007, we petitioned the bank in our letter of March 18 2011 to provide us with proof of order within 17:30 that same day. The letter is attached to this complaint as **Exhibit # 6**.

The bank has failed to present such proof, hence it is evident that this document has not been ordered by us, but was rather planned, produced and presented by the bank for the purpose of deceiving and defrauding us. By these facts it has also been proven that the author of the mortgage deed deliberately produced a document (the mortgage deed) containing false information. The document is thus a fraudulent document lacking any legal force whatsoever.

Subsequently the perpetrator has used this document in another criminal act, fabricating a default/breach of contract, cf. Criminal Complaints XXII – XXV, and then employing this lever to instigate an illegal forced sale of our home, which in turn was meant to lead to the collection of whatever profit that could be drained from such a foreclosure. The perpetration of fraud has been proven beyond any reasonable doubt.

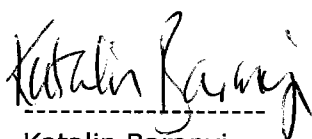
3. IN CLOSING WE PETITION THE PROCUREUR GÉNÉRAL D'ETAT:

- to investigate the above mentioned actions and prosecute the offender/-s.
- to order the ARREST of Managing Director Klaus Mønsted Pedersen on suspicion of conspiring to commit a crime, and to immediately see to it that his banking license is revoked.
- 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.

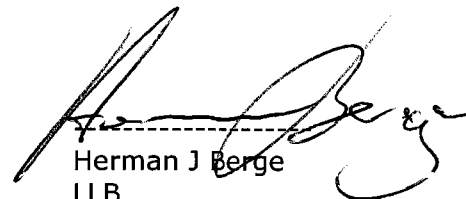
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Director General of Public Prosecution whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur Général d'Etat (the public prosecutor) in English in accordance with the ECHR and the EU Charter of Fundamental Rights.

Should the prosecutor render the 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-border¹ crimes, to Eurojust, as a request for assistance.



Katalin Baranyi
PhD Scholar



Herman J Berge
LLB

DATED in Luxembourg this 21st day of March 2011; delivered by fax and mail to the attention of the Procureur Général d'Etat.

¹ We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.



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Procureur Général d'Etat (Attorney General)
Palais de Justice
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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 losing 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:

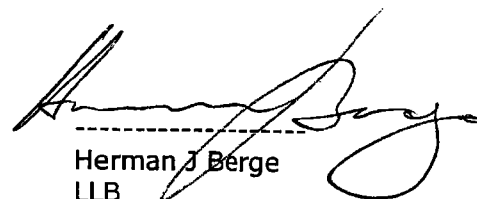
- to investigate the above mentioned actions and prosecute the offender/-s.
- to inform us, within two weeks of this letter, whether the actions pointed out in this criminal complaint are offences or not according to Luxembourg law.

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 Scholar


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.

BILAG 2.

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Procureur Général d'Etat (Attorney General)
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L-2010 LUXEMBOURG

Luxembourg March 2 2011

Att : The Director General of Public Prosecution / Attorney General
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Copy : Eurojust ; OLAF; Ombudsman; Grand Duke; Commissioner V. Reding

CRIMINAL COMPLAINT

XXIII

1. FORMAL INFORMATION

Date of Crime : February 17 2011.

Scene of Crime : Notary Francis Kessler's office, 5, rue Zénon Bernard, L-4002 Esch-sur-Alzette.

Offender : Notary **Francis Kessler**, 5, rue Zénon Bernard, L-4002 Esch-sur-Alzette

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, 080910 and February 16 2011 which we advise you to read and assess thoroughly.

2. THE OFFENCE

Criminal Complaint XXII makes the backdrop and foundation of this complaint.

On February 17 2011 the offender issued a "Commandement" stating that we didn't pay € 453.199,76 on October 4 2010, that we – by this failure to pay – have defaulted and that he pursuant to Article 879 of the "Nouveau code de procedure civile" thus are entitled to sell our house on behalf of the bank.

The offender was at the time of the issuing positively aware of the fact that he had not seen nor was he in possession of:

- any contracts or agreements stating that we owe the bank the sum of €453.199,76.
- any document (a NOTICE) proving that we had been requested to pay the said sum within October 4 2010.
- any agreement or contract of which the aforementioned sum of €453.199,76 refers to and which stipulates interest rates, instalments or other statutes of which claims to be breached.
- any document proving that we have defaulted and thus are in breach of an agreement or contract.

It is thus a notorious fact that the offender issued a "Commandement" without the slightest piece of evidence of an agreement and a default of this agreement. Actually the offender had no documents in hand that could justify¹ his "Commandement".

Furthermore the offender was aware of the fact that the sole document (the mortgage deed of January 16 2007) he establishes his legal power upon had been signed due to fraud and deception and furthermore that this document does not refer to Article 879 of the "Nouveau code de procedure civile" or to this said code at all, hence the offender was not eligible, whatsoever, to issue the aforementioned "Commandement" pursuant to the said article.

The offender had in advance been duly informed about the crimes that lay behind this fraudulent and deceitful mortgage deed, but nevertheless he wilfully chose to obey the bank's instructions and is thus – besides being an accomplice in committing and completing serious financial crimes in collaboration with the bank and its accessories – liable and accountable for any damages caused by the said act.

On February 9 2011 the offender called us and attempted to threaten and manipulate us to give in and accept his demands. In this taped conversation, and despite our explicit request, the offender bluntly refused to provide us in writing anything of what he was about to say. Although we refused to receive his information and statements orally, he insisted.

We find it highly unlikely that the offender's actions would rest on anything else than corruption.

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.

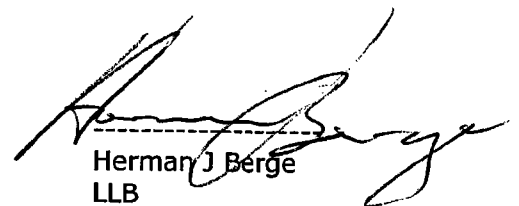
¹ A mortgage deed does not give evidence of a loan agreement, its statutes or of a default of any of its statutes. In this regard a mortgage deed does solely stipulate what will happen after a default has occurred.

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 and the EU Charter of Fundamental Rights.

Should the prosecutor render the 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-border² crimes, to Eurojust, as a request for assistance.


Katalin Baranyi
PhD Scholar


Herman J Berge
LLB

DATED in Luxembourg this 2nd day of March 2011; delivered by fax and mail to the attention of the Procureur Général d'Etat.

² We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.

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

Luxembourg March 2 2011

Att : The Director General of Public Prosecution / Attorney General
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Copy : Eurojust ; OLAF; Ombudsman; Grand Duke; Commissioner V.
Reding

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

X X I V

1. FORMAL INFORMATION

Date of Crime : May 21 – November 9 2010.

Scene of Crime : Tribunal d'Arrondissement, Luxembourg.

Offender : Judge **Nathalie Hilgert**, Cité Judiciaire, L-2080 Luxembourg
(residential address; unknown)

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, 080910 160211 and March 2 2011, which we advise you to read and assess thoroughly.

2. THE OFFENCE

Criminal Complaint XXII and XXIII makes the backdrop and foundation of this complaint.

On May 21 2010 the offender deliberately passed a secret judgement ordering us to pay €453.199,76 to Danske Bank International S.A. The offender concealed the summons for this hearing as well as the hearing hence ensuring that we would not be able to defend ourselves against this criminal entity. Furthermore the offender kept the decision secret for 6 months. On November 9 2010 the offender for some reason decided to inform us about here secret decision by ordering bailiff Yves Tapella to serve this document of which the offender knew was of no legal value as it had been produced due to deceit and fraud.

As mentioned in Criminal Complaint XXII and XXIII we were, on February 18 2011, informed that the said amount should have been paid at the latest on October 4 2010 and since we hadn't paid we were thus in breach of an unidentified contract.

Although we have never heard of this due date of payment nor had we any information about the said amount, the offender was obviously aware of this information. Most likely the bank in question and their representative, Alex Schmitt, has instructed the offender to conceal the decision while they were fabricating a secret notice and a false due date for the payment. The offender must then have been instructed by the same conspirators to serve the decision at a "suitable" time *subsequent* to the due date for payment, hence deliberately fabricating a default and by such assisting the bank in its fraudulent and deceitful activities.

The offender, Nathalie Hilgert, is thus – besides being an accomplice in assisting in serious financial crimes in collaboration with the bank and its accessories – liable and accountable for any damages caused by the said acts. Since the offender acts in the name of the Grand Duke, any liabilities derived from the offender's actions rest on him.

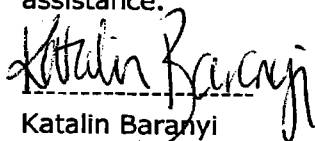
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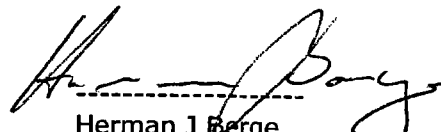
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C R I M I N A L C O M P L A I N T

X X V

1. FORMAL INFORMATION

Date of Crime : February 18 2011.

Scene of Crime : Josiane Gloden's office at 8, rue de l'Alzette, L-4010 Esch-sur-Alzette – 665 rue de Neudorf, L-2220 Luxembourg.

Offender : Bailiff **Josiane Gloden**, 8, rue de l'Alzette, L-4010 Esch-sur-Alzette (residential address; unknown).

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, 080910 160211 and March 2 2011 (XXIII and XXIV) which we advise you to read and assess thoroughly.

2. THE OFFENCE

Criminal Complaint XXII - XXIV makes the backdrop and foundation of this complaint.

On February 18 2011 the offender issued a "Commandement" stating that we didn't pay € 453.199,76 on October 4 2010, that we – by this failure to pay – have defaulted and that she pursuant to Article 879 of the "Nouveau code de procedure civile" thus was entitled to serve this document on behalf of another offender, notary Francis Kessler, cf. Criminal Complaint XXIII. Early in the morning on February 18 2011, at 07:40 (before office hours), the offender attempted to serve this document.¹

The offender was at the time of the issuing positively aware of the fact that she had not seen nor was she in possession of:

- any contracts or agreements stating that we owe the bank the sum of €453.199,76.
- any document (a NOTICE) proving that we had been requested to pay the said sum within October 4 2010.
- any agreement or contract of which the aforementioned sum of €453.199,76 refers to and which stipulates interest rates, instalments or other statutes of which claims to be breached.
- any document proving that we have defaulted and thus are in breach of an agreement or contract.

It is thus a notorious fact that the offender issued and attempted to serve a "Commandement" without the slightest piece of evidence of an agreement and a default of this agreement. Actually the offender had no documents in hand that could justify² her "Commandement" or the service of the said document.

Furthermore the offender was aware of the fact that the sole document (the mortgage deed of January 16 2007) she establishes her service upon had been signed due to fraud and deception and furthermore that this document does not refer to Article 879 of the "Nouveau code de procedure civile" or to this said code at all, hence the offender was not eligible, whatsoever, to issue and service the aforementioned "Commandement" pursuant to the said article.

The offender was fully aware of the total lack of the aforementioned mandatory documents but nevertheless she wilfully chose to obey notary Kessler's instructions and is thus – besides being an accomplice in committing and completing serious financial crimes in collaboration with the bank and its accessories – liable and accountable for any damages caused by the said act. As the offender has been appointed by the Grand Duke, any liabilities derived from the offender's actions rest on him.

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.

¹ As the offender seems to be living and working in Esch-sur-Alzette, she must have started her day approximately at 06:00. There are two reasons for her out-of-office-hours-service this early morning: Either she has come up with the idea all by herself (which is out of the question), or someone – who has been keeping us under covert surveillance for some time – has supplied her with sufficient information and instructed her to act like she did, ensuring that the quite hostile "service" was made in front of our son who at these times goes to school. This is standard psychological warfare.

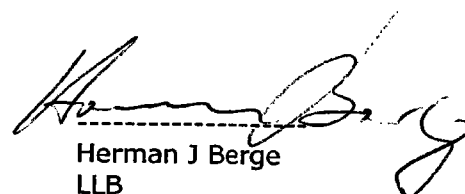
² A mortgage deed does not give evidence of a loan agreement, its statutes or of a default of any of its statutes. In this regard a mortgage deed does solely stipulate what will happen after a default has occurred.

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 and the EU Charter of Fundamental Rights.

Should the prosecutor render the 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-border³ crimes, to Eurojust, as a request for assistance.


Katalin Baranyi
PhD Scholar


Herman J Berge
LLB

DATED in Luxembourg this 2nd day of March 2011; delivered by fax and mail to the attention of the Procureur Général d'Etat.

³ We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.

BILAG5.

538,-

NUMMER 4083**KREDITERÖFFNUNGSURKUNDE VOM 15. Januar 2007**

Im Jahre zwei tausend sieben, den fünfzehnten Januar,

Vor dem unterzeichneten Notar Camille MINES, mit dem Amtswohnsitz zu Capellen,

SIND ERSCHIENEN:

1.- Die „DANSKE BANK INTERNATIONAL S.A.“ mit Sitz zu 2011, Luxembourg, 2, rue du Fossé, R.C.S. Luxembourg Sektion B Nummer 14101 (Immatrikulationsnummer 1976 2200 662),

gegründet gemäss Urkunde, aufgenommen durch den damals zu Luxemburg-Bonneweg residierenden Notar André PROST, am. 6. August 1976, veröffentlicht im Memorial C, Nummer 178 vom 27. August 1976,

Die Statuten wurden mehrere Male abgeändert und zum letzten Male, gemäss Urkunde, aufgenommen durch Notar Tom METZLER, mit dem Amtswohnsitz zu Luxemburg-Bonneweg, am 25.08.2005 veröffentlicht im Memorial C, Nummer 1447 vom 23. Dezember 2005,

hier vertreten durch zwei Bevollmächtigte, und zwar :

Herrn Jesper LARSEN, wohnhaft zu L-2430 Luxembourg, 20, rue Michel Rodange, Head of Credit,

Herr Morten Berg JENSEN, wohnhaft zu L-2121 Luxembourg, 121, Val des Bons Malades,

ernannt auf Grund einer Verwaltungsratssitzung am 27. Oktober 2006, veröffentlicht im Mémorial C Nummer 2334 vom 14. Dezember 2006,

als Gläubigerin, im Nachfolgenden kurz « Bank oder Gläubigerin » genannt,

einerseits,

2.- Herr Herman BERGE, Jurist, geboren zu Lindas (N) am 09. August 1964, Immatrikulationsnummer 1964 08 09 658, und seine Ehegattin Dame

Katalin BARANYI, ohne Stand, geboren zu Tongatapu (TON), am 11. April 1970, Immatrikulationsnummer 1970 04 11 721,

beisammen wohnhaft zu L-2220 Luxembourg, 665, rue de Neudorf.

als Schuldner, im Nachfolgenden kurz « die Kreditnehmer » genannt,
andererseits.

Welche Komparenten, handelnd wie eingangs erwähnt, den amtierenden Notar um Beurkundung nachstehenden Kreditvertrages ersuchten wie folgt:

Artikel 1.- Die Bank gewährt andurch den Kreditnehmern einen Kredit in Höhe von € 420.000,- (**VIER HUNDERT ZWANZIG TAUSEND EUROS**).

Dieser Kreditvertrag ist jedoch erst dann verpflichtend für die Bank, wenn die Kreditnehmer den Nachweis erbracht haben über die Hypothekarsituation ihrer Immobilie und über die Eintragung gegenwärtig bestellter Hypothek beim zuständigen Hypothekenamte im vereinbarten Rang,

Artikel 2.- Die Bestimmungen betreffend die Dauer des Kredites, Festlegung des Zinssatzes, Zahlung der Zinsen, Rückzahlungsmodus des Kredites, Bankkommissionen und sonstige Bankspesen, unterliegen der speziellen Vereinbarung der Parteien.

Die einfache, im Dossier der Bank sich vorfindende Abschrift vorbenannter Vereinbarung gilt als Beweis, selbst Drittpersonen gegenüber.

Artikel 3.- Die Kreditnehmer können vorzeitig Zahlungen tätigen, vorbehaltlich der gesonderten Vereinbarung der Parteien.

Artikel 4.- Jede nicht am Erfalltage gezahlte Summe trägt von Rechtswegen und ohne dass es einer besonderen Inverzugsetzung bedarf, Verzugszinsen zum selben Zinssatz wie der Kredit selbst. Das Gleiche gilt für alle Accessorien oder Vorschüsse welche durch die Bank gewährt oder getätigt wurden. ~*

Artikel 5.- Der Bank wird das Recht zuerkannt, die vereinbarten Zinsen, im Falle eines allgemeinen Steigens der Zinsen zu erhöhen, und zwar einen Monat nach diesbezüglicher schriftlicher Mitteilung an die Kreditnehmer. Auch können die Parteien jederzeit Rahmen und Bedingungen dieses



Kredites abändern. Zum Beispiel kann, die Dauer des Kredites prorogiert oder abgeändert werden.

Artikel 6.- Unbeschadet der eventuellen Dauer oder der Zahlungsfristen steht es der Bank in nachfolgenden Fällen frei, das Kreditverhältnis allsogleich aufzulösen und die sofortige Rückzahlung aller geschuldeten Summen zu beanspruchen;

1) Wenn die durch die Kreditnehmer der Bank gegenüber eingegangenen Bedingungen nicht erfüllt werden.

2) Wenn die Kreditnehmer in Konkurs geraten oder ihre Güter einer Pfändung unterliegen.

Wenn Unternehmer oder Arbeiter die beauftragt sind, an den zur Hypothek gestellten Immobilien Erweiterungen oder Umänderungen vorzunehmen, diese mit einem Privileg belegen oder wenn auf den zur Hypothek bestellten Immobilien ruhende Lasten, wie Hypotheken oder gesetzliche Privilegien, Auflösungs- oder Aufhebungsrechte verheimlicht wurden.

3) Wenn die Kreditnehmer es unterlassen haben das Bestehen von Nutzniessungs-, Wohn- und Rückkaufrechten oder von ähnlichen Lasten oder Umständen die den Wert der verpfändeten Immobilie herabsetzen, der Bank mitzuteilen, oder wenn ein Privileg entsteht zu Gunsten von Architekten,

4) Wenn die zur Hypothek bestellten Immobilien ganz oder teilweise veräussert, liquidiert, versteigert, geteilt, verschenkt oder vertauscht würden, ohne vorheriges Einverständnis der Bank.

Artikel 7.- Zur Sicherheit und Garantie aller gemäss gegenwärtigem Vertrag geschuldeten Summen an Kapital, Zinsen, Auslagen und sonstigen Unkosten, sowie der regelrechten Erfüllung aller durch diesen Vertrag übernommenen Verpflichtungen, bestellen die Kreditnehmer der dies durch ihre obengenannte Vertreter annehmenden Bank nachstehende Immobilie zur Spezialhypothek:

BEZEICHNUNG

Ein Wohnhaus mit Platz und allen sonstigen An- und Zubehörungen,

R

gelegen zu L-2220 Luxembourg, 665, rue de Neudorf, eingetragen im Kataster der :

Luxembourg,

Gemeinde (Hamm) Sektion HaA Hamm :

Nummer 695/2875, Ort genannt „rue de Neudorf“, place (occupée), bâtiment à habitation, gross 5 Ar 31 Centiar.

EIGENTUMSNACHWEIS

Die Kreditnehmer erwarben vorbezeichnete Immobilie, auf Grund einer Verkaufsurkunde, aufgenommen durch den amtierenden Notar am 17. Oktober 2006, Nummer 3827 seines Repertoriums.

Artikel 8.- Diese Spezialhypothek dient zur Garantie folgender Beträge:

der Summe von **VIER HUNDERT ZWANZIG TAUSEND EURO (420.000,-€)**,

der Zinsen dieses Betrags während drei Jahren, deren Rang per Gesetz beibehalten wird und die provisorisch auf 13% pro Jahr berechnet und auf die Summe von **HUNDERT DREI UND SECHZIG TAUSEND ACHT HUNDERT EURO (163.800,- €)** geschätzt werden,

3, der Summe von **ZWEI UND VIERZIG TAUSEND EURO (42.000,- €)** für Bankprovisionen, weitere Bankgebühren, die Kosten für die vorliegenden Verträge sowie für Zustellung und Erfüllung,

Gesamtbetrag des Eintrags: **SECHS HUNDERT FÜNF UND ZWANZIG TAUSEND ACHT HUNDERT EURO (625.800,- €)**

Artikel 9.- Die Bank ist berechtigt, auf Kosten der Kreditnehmer im Rahmen obiger Beträge auf vorgenannter Immobilie alle Einschreibungen eintragen zu lassen.

Die gemäss Kataster vorstehend angegebenen Bezeichnungen und Flächenmasse der verhypothekierten Immobilie sind nur informationshalber angegeben ohne Gewähr für deren Richtigkeit. Die Immobilie gilt als verpfändet so wie sie da liegt und sich befindet, ohne Ausnahme noch Vorbehalt, mitsamt aller der, ihrer Bestimmung nach, dazu gehörenden Immobilien und etwaiger daran erfolgten Verbesserungen und Vergrösserungen.

Artikel 10.- Die Kreditnehmer sind verpflichtet die zur Hypothek

gestellten Gebäulichkeiten zu ihrem vollen Wert bei einer hierlands zugelassenen Versicherungsgesellschaft versichern zu lassen und die Versicherung solange beizubehalten, wie das Kreditverhältnis dauert,

Bei Eintritt eines Schadenereignisses tritt die Gläubigerin in sämtliche Rechte der Kreditnehmer gegenüber der Versicherungsgesellschaft ein, was die Schadenssicherung angeht. Gegenwärtiger Vertrag gilt als Abtretung und Übertragung und kann jederzeit und jedermann den es betrifft, auf Kosten der Kreditnehmer, zur Kenntnisnahme zugestellt werden.

Artikel 11.- Die Kreditnehmer müssen die zur Hypothek gestellten Immobilien, als « guter Familienvater » verwalten; sie verbieten es sich, durch irgendwelche Massnahmen den Wert der zur Hypothek gestellten Immobilie herabzusetzen, beispielsweise Mietverträge für eine Dauer von mehr als neun Jahren oder für einen unter der üblichen Miete liegenden Mietzins abzuschliessen oder mehr als eine Jahresmiete im Voraus zu erheben. Die Gläubigerin hat das Recht, diese Bestimmungen den Mietern zur Kenntnis zu bringen.

Artikel 12.- Im Falle der Vermietung der verhypothekierten Immobilie treten die Kreditnehmer die ihnen geschuldeten Mieten an, die dies annehmende Gläubigerin ab, welche andurch berechtigt ist, den Mietern diese Abtretung auf Kosten der Kreditnehmer zustellen zu lassen.

Artikel 13.- Alle in dieser Urkunde eingegangenen Verpflichtungen gelten als solidarisch und unteilbar zwischen den Kreditnehmern, ihren Erben und Rechtsnachfolgern.

Artikel 14.- Sollte der Eigentumstitel der durch die Kreditnehmer zur Sicherheit des Kreditvertrages bestellten Immobilie annulliert, widerrufen, aufgelöst oder ungültig erklärt oder sie dieser Güter enteignet werden, übertragen sie andurch der dies annehmenden Bank jede ihnen auf Grund des Artikels 2175 des Zivilgesetzbuches oder sonstwie geschuldete mögliche Entschädigung.

Artikel 15.- Falls die Kreditnehmer den andurch eingegangenen Verpflichtungen nicht genau und pünktlich nachkommen sollten, so ist die Gläubigerin berechtigt, die zur Hypothek gestellte Immobilie gemäss Artikel 879 und folgende über die Immobiliarschlagnahme durch das Amt eines ihr beliebigen Notars versteigern zu lassen, um sich an Hauptsumme,

R

Zinsen und Kosten bezahlt zu machen.

Artikel 16.- Der Bank gegenüber sind alle Rückzahlungen, welche durch die Kreditnehmer geleistet werden zur Tilgung der Hauptschuld nebst Zubehör bestimmt und die Einzahlenden verzichten ausdrücklich auf die gesetzliche Forderungsübertragung, welche eine Folge ihrer Zahlung sein könnte, es sei denn, dass die Bank ihre schriftliche Zustimmung erteilt.

Artikel 17.- Die Kreditnehmer verzichten auf die Verrechnung kraft gesetzlicher Vorschrift als Erlöschungsursache ihrer Schuldverpflichtung der Bank gegenüber, so lang das Kreditkonto in Hauptsumme und Zubehör nicht gänzlich getilgt ist

Artikel 18.- Alle Kosten und Gebühren gegenwärtiger Urkunde sowie alle diejenigen, die die Folge der Vollziehung derselben sein werden, alle Erneuerungen und Einschreibungen, Streichungs- Bewilligung und Zustellungen gemäss Artikel 877 des code civil einbegriffen, fallen den Kreditnehmern zur Last.

Artikel 19.- Zur Erfüllung der vorliegenden Verträge wählen die Parteien folgenden Wohnsitz :

die Kreditgebende Bank in ihrem Geschäftssitz in Luxemburg,

die Kreditnehmende Partei in der Kanzlei des beteiligten Notars.

WORÜBER URKUNDE

Aufgenommen zu Capellen, am Datum wie eingangs erwähnt.

Und nach Vorlesung und Erklärung alles Vorstehenden an die Komparenten, dem amtierenden Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort bekannt, haben dieselben gegenwärtige Urkunde mit Uns Notar unterschrieben, welcher Letzterer den dort angegebenen Zivilstand der Kreditnehmer bescheinigt, im Rahmen und gemäss den Bestimmungen des Gesetzes vom 26. Juni 1953, auf Grund ihrer respektiven Reisepässe.

Inscrit
 au bureau des hypothèques de
 Luxembourg, le 26/01/07 Vol. 968 N° 210
 et 222, 33 €

Enregistré à Capellen, le 17 6 JAN. 2007
 Vol. 137 Fol. 117 Case 10
 Requ. mille huit cent 03
 20.000 00,21 = 840
 2/10 = 168
 1008 €
 Le Receveur,

Kathrin B...

[Signature]

[Signature]

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

Danske Bank International S.A.
P.O. Box 173
2011 Luxembourg

Luxembourg March 18 2011

Att : President/chairman Mr. Klaus Moensted Pedersen
Re : Regarding our savings account 653147
Case # :
Your reference :
Our reference :
Posting by : Mail and fax
Your fax # : 47 30 78
Numbers of pages : 3
Attachment : 1 (2 p)
Copy : CSSF; Procureur d'Etat (Public Prosecutor); Ombudsman...

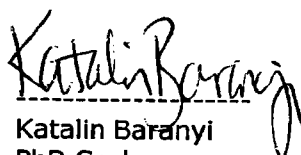
In a secret meeting between Danske Bank AS (i.e. Danske Bank International S.A) and CSSF in February-March 2009, Danske Bank's representative declared to the regulator that all the investments originate from our initiative and were carried out at our express order.

We were informed about this declaration in CSSF's letter to us of March 12 2009, the letter enclosed here as appendix # 1. This declaration has later on been proven to be a lie, hence the bank has committed perjury.

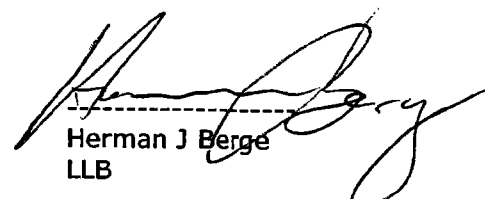
A few weeks ago a debt collector, Josiane Gloden, attempted to serve a Krediteröfningsurkunde dated January 15 2007. Gloden claimed that we hadn't paid the house loan hence she would sell our house based upon this Krediteröfningsurkunde.

This document is authored by the bank without our knowledge whatsoever. After having translated the document using Google translation tool, it seems to be stated in its Article 7 that we have ordered this financial instrument.

By this we PETITION the bank to – at the latest on March 18 2011 at 17:30 – provide us with any document that could prove that we have ordered this financial instrument. The bank is also petitioned, within the same timeframe, to provide us with an English as well as a Norwegian authorized translation of the said document.


Katalin Baranyi
PhD Sclar

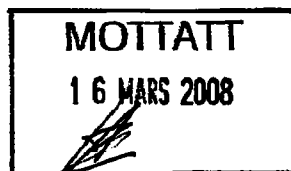
Luxembourg March 18 2011


Herman J Berge
LLB

App. # 1.

COMMISSION de SURVEILLANCE
du SECTEUR FINANCIER

Luxembourg, 12 March 2009



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

Our/Reference : SG.09/829-NDE/MR/ LTG 1090
Your/Reference :
Dispatch: mail

Contact person : Natasha Deloge
Direct dialing : (+352) 26 251 - 1

Re: Your complaints against Danske Bank International SA

Dear Madam, dear Sir,

We are writing regarding the above mentioned matter. We have been informed by the substitute of the Public Prosecutor that none of your complaints could be qualified as a criminal offence and they can therefore not be prosecuted.

Considering that you are nevertheless maintaining your complaints against Danske Bank to our Commission, we reopened our file. At the occasion of a meeting with the bank we asked the bank to take up a position as regards your allegations.

! { It appears from the bank's position that you never signed a discretionary management agreement and that the disputed investments originate from your initiative and were carried out at your express order. The bank has documented all the investments and the withdrawals that you performed on your account which is, contrary to your allegations, not a savings account. The statements of account since the opening of the account were sent to you by the bank on 14 January 2009, together with a detailed response to all of your letters and summarise all the performed transactions.

We consider it rather implausible that you are not aware of the different contracts between you and the bank, notably the Multipurpose Line Agreement including Mortgage of 16 October 2006.

The bank further shows that the refusal to execute a transfer and the blocking of your Mastercards, as laid out in its telefax of 19 December 2008, are due to an insufficient amount of cover on your account and not to the closing of the account.

COMMISSION de SURVEILLANCE
du SECTEUR FINANCIER

On the basis of these explanations and after a further review of your file, we see no reasons justifying any further intervention by the CSSF on basis of article to article 58 of the Law of 5 April 1993 on the financial sector as amended and we hereby close our file.

Yours sincerely

COMMISSION de SURVEILLANCE du SECTEUR FINANCIER



Danièle BERNA-OST
Secrétaire général



Jean-Nicolas SCHAUS
Directeur général