

# BILAG 3.

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Francis Kessler  
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Luxembourg January 27 2011

**Att** : Kessler  
**Re** : Danske Bank International S.A.  
**Case #** :  
**Your reference** :  
**Our reference** : Your letter of January 25 2011  
**Posting by** : Mail and fax  
**Your fax #** : +352 54 33 51  
**Numbers of pages** : 2  
**Attachment** :  
**Copy** :  
**Message** :

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Please be advised that we don't speak neither German nor French, hence we have been forced to translate your letter using the Google translation tool.

It seems that you are referring to a mortgage signed at notary Mines' office on January 15 2007, and that Danske Bank International S.A. now has provided you with some legal reason or other to enforce this mortgage?

First of all you should know that we are not in any default, and secondly that the house loan was presented and offered to us in Norway, while we were Norwegian citizens living in Norway. All but one agreement between us and the bank have been entered into in Norway.

Pursuant to §8 of the Norwegian Regulation F07.07.1994 nr 717 all agreements between a foreign financial institution and a Norwegian investor/client is subject to Norwegian law. This provision is to be included in any agreement. Nevertheless Danske Bank International S.A. is consistently misleading Norwegian clients to forfeit their rights protected by mandatory regulations on financial agreements and accept the bank's unlawful provisions falsely stating that the agreement is governed by Luxembourg law.

The motives of which Regulation F07.07.1994 nr 717 are based upon has been acknowledged and furthermore established by the Norwegian Law on Financial Agreements and Financial Service (Finansavtaleloven 1999), cf. §§1, 2 and 3.

Pursuant to Regulation F07.07.1994 nr 717 §10 the Norwegian supervisory authority is authorised to instruct the financial institution to cease activities carried out in violation with this Regulation or other regulations/directives.

Furthermore, Norwegian law on Financial Activity and Financial Institutions (Finansieringsvirksomhetsloven 1988) §5-1 makes it a criminal offence violating this Act or regulation or order issued pursuant to this Act. Regulation F07.07.1994 nr 717 is such a regulation, as it is issued pursuant to Finansieringsvirksomhetsloven §1-4: "The right to pursue financial activity." Danske Bank International S.A. has for decades violated this Act and is thus liable for criminal punishment.

At present the bank is still carrying out some unauthorised financial service in Norway, this in violation with Regulation F07.07.1994 nr 717 §4 and DIRECTIVE 2006/48/EC, article 28, the latter stating that the institution:

*"...shall notify the competent authorities of the home Member State, of the activities on the list in Annex I which it intends to carry on."*

As the bank as well as CSSF has failed to notify and provide competent Norwegian authorities with a complete list of the financial service offered, the consequence of this unlawful activity is that agreements between Norwegian investors and the bank are invalid, as they are entered into with a company lacking relevant authorisation. Consequently these agreements will be deemed null and void.

Norwegian law thus prevails in this matter, which is of great importance as it has been revealed that we have been wilfully deceived into these agreements.

The fraud that we have been exposed to is quite identical to the Danske Bank International S.A.'s fraudulent activity in Spain (during the same period; early to mid 2000) aimed against retired northern Europeans with unencumbered properties. Conclusive documents confirm that Øyvind Bjørnsen and Anne Kaupang Leighton, both wealth managers with Danske Bank International S.A., travelled to Spain with the intent – and on behalf of Danske Bank International S.A. – to defraud pensioners owning unencumbered properties. Both Bjørnsen and Leighton were assigned by the bank as our wealth managers, and as stated, we were exposed to the same fraud and organized crime.

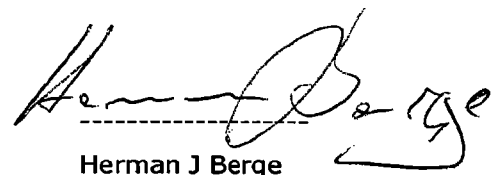
The house loan as well as the said mortgage deed are hence null and void. Any attempts from the bank claiming rights based on these documents, will be refuted with conclusive evidence on serious financial crimes. In this regard we notify you that we on December 16 2010 filed a €53 million lawsuit against the bank. This lawsuit is thus pending. Relevant EU-institutions have also been petitioned in this matter, as the public prosecutor has failed to prosecute the bank and as CSSF has failed to investigate the matter and revoke the bank's authorisation. All petitions against the bank and Luxembourg authorities are pending.

Having said this, and before we can provide you with an adequate answer upon your request, we petition you to present an exhaustive explanation documenting in full the bank's order.

We would appreciate if you could address us in English in your next correspondence.

Luxembourg January 27 2011

  
Katalin Baranyi

  
Herman J Berge