

2015.May.11.

English Version

Dear Szabó Balázs Gábor,

Please submit this document with the others you plan to submit to the court. Please put the proper case number on it, and address it to the court on my behalf.

My name is Christopher J. Dias, the responsible party for making payments (kezes) on the mortgage for the real estate at 1012 Budapest, Várfook utca 15./B II. emelet 26, and the husband of Enyedi Ildikó, who is the primary owner since Hungary's laws dictated this is the way it is to be since I am only a citizen of the United States, not yet a Hungarian one.

Although I am not a registered lawyer anywhere, I am well rehearsed on legal matters in general, and have a solid comprehension of how law is applied within western communities, such as the United States of America and Europe, which work responsibly to ensure the rule of law: the right to life, liberty and the pursuit of happiness; and as an extension, human rights; dignity; morality; ethics; and reasonably rational and due diligence, and the responsibilities of parties in their justifications for contractual agreements, and the abiding to those agreements in "good faith" thereof; I present my statement here today to ensure that my party's interests are managed diligently, and are disciplined and principled in those interests, as only those who have a real and personal stake can; in so saying, my party is requesting full compensation for discrepancies not justly due to the bank, legal fees, and punitive damages; hence, it is my intention herein to show that our mortgage loan was based on a scam that the bank was fully aware of at the time of issuing the "service", and that they were aware of the risks to us without disclosing them to us, nor to anyone else did they disclose those improprieties, written or verbally.

I am writing to you today as an interested party in this matter, and to ensure my and my wife's interests are represented properly. Because I am a United States citizen and not a Hungarian one, my wife is the primary owner, though I am responsible for the payments of said property, which is a good thing, because should this responsibility have laid purely upon Ildikó's shoulders, she would surely have defaulted in this matter long ago, thus would have had to forfeit all investments of any kind, as thousands across Hungary and Europe already have. I am here today to show you that the banks responsible for this debacle knowingly deceived us, and that without my support, they would have taken all of our efforts and years of work from us, as many banks in Hungary are doing these days with their fraudulent scams (I have no qualms with honest bankers).

Although I am not a lawyer, I am well rehearsed in legal matters: legal matters, as they pertain to general matters, and moral and ethical matters, as they apply to laws within the United States of America and European electoral systems, that is to say, of common law and civil law, and of countries that pride themselves on equal opportunities to life, liberty and the pursuit of happiness, and to that end, can imply matters regarding human rights, morality, ethics, justice, and a rational basis of those things; and I am here today to add argument to this matter that our hired attorney may have or may not have used yet.

My party herein is seeking proper compensation for being defrauded by the banks: a full refund of the differential between the Hungarian forint currency and the Swiss frank currency, of attorney fees

and additional court costs, and of punitive damages, for this matter has contributed to many losses in Ildikó's and my private lives: my and my wife's loss of time, of prospects, of successes and goals postponed, and mobility caused by the excessive burden of dealing with this case and the exorbitant amount of monthly payments we have been burdened with for the past several years.

First, herein, I would like to summarize the buying of and the mortgage of said real estate property at 1012 Budapest, Várfoke u., 15/b. The purchase of the property was made in June of 2007 for a total sum of 23 million forints, with a down payment of 6 million 300 thousand forints (which included service fees), and a mortgage loan of a total of 16 million 700 thousand forints; this means that our initial fee was 27% of the total cost of the real estate, and almost 38% of the borrowed money (these numbers have been roughly rounded; for more accurate details please see the official records). The loan was a 19 year loan, due to expire in 2026. Our initial payment was (Első törlesztés ideje: 2007.07.09. Összege: 97 913,- Ft.) forints per month on 2007.07.09, and we are currently paying 174 000 forints per month, plus our Fundamenta Program payments, where Ildikó and I each contribute 20 000 forints per month, and the Hungarian taxpayers match that fee (Az egyik 2012.04.09-től havi 20 000,-Ft, A másik 2013.05.02-től havi 20 000,-Ft.), so in total our monthly payments are 174 000 plus 40 000 for a total of 214 357 Ft per month. Our payment did rise as high as 249 766,- Ft in 2012.01.09. at one juncture. From 2012.08.08, by direct order from the Hungarian government, our monthly fee was fixed at 174 357,- Ft per month plus the Fundamenta Program costs (+ 40 000 Ft / month), and the taxpayers pay an additional 40 000 Ft per month; so all in all, the total monthly payment is 254 357 Ft per month, whereby Ildikó and I pay 214 357 Ft and the Hungarian taxpayer foots the rest, 40 000 Ft, which is a far cry from the original 100 000 Ft per month.

Even though we made a downpayment installment of nearly 30% of the total cost of the real estate, and even though we duly make our payments, and have been making them since 2007.07., which is more than 8 years, our debt for the real estate remains at 18 812 462 forints.

On 2015.May.08. we finally received the total sum of our loan after the injunction from the government was completed; this means that we are now able to restart our lawsuit. The total amount of our loan was originally set to be well more than 23 million forints in 2015 before the injunction, which would have been more than the original total of the total cost of the property in 2007. So, after more than 8 years of payments, our debt stood at more than the full total of the real estate; through the state's injunction, and as a settlement, or through the "kindness" of the bank's heart, or something, our loan was reduced to 18 812 462 forints, which is still more than 2 million forints more than the original loan—after 8 years of making the payments through hard sweat and tears, even though we've paid—as of the date of this writing—16 334 775 forints plus the Fundamental Program payments.

Remember, in socialism the individual never actually has any personal possessions whatsoever, and never has a real and verifiable stake in the community, which is what this loan system seems to emulate. "Work makes you free" was written on the iron gate of the Nazis camps; "Work is an honor", the Soviet camps. So, after more than 8 years of payments, our current debt far exceeds the original debt. Damn socialists can't ever stop taking! What kind of loan works so that in the immediate aftermath of signing the agreement, the loan debt rises to the extent that the government steps in to restrict the abuse, and where the bank, after more than 8 years, concedes that even their own charges are too pricy, so therefore they will, out of their merciful hearts, reduce

the total fee by 20% or so, but which still keeps the debt 12 or 15 % higher than the original loan. And, what kind of lender makes such inadvertent changes even though the debtor to that loan makes every payment faithfully; I'll tell you what kind—a kind that doesn't have its affairs in order. By everyone's admission, this loan was and always will be an underhandedness that is highly inappropriate, dishonest, unfair, and on and on.

So, we have obviously signed a 19 year contract where the bank can unilaterally, and arbitrarily—at random, change the value of our debt up or down, depending on the political climate without us having any say or recourse in the matter? Only until negotiations between the lender and the Hungarian authorities did our debt be reduced. Well, no one said the art of swindling was a clean business.

Stick to the facts? Ok, let's stick to the facts.

When we first sought the loan every bank offered us only Swiss Frank loans, including Big George Hitel & Lízing, which became our mortgage lender, and which guaranteed that should they fail in their business venture, the loan will be transferred to KDB, which will then be responsible for the loan as if they were the original loan bankers – in other words, there were more than just one bank behind the scam we fell victim to, just in our one loan alone, not to mention in every loan obtained from Big George Hitel and Lízing across the country, and who knows elsewhere – quite a scam, wouldn't you say? KDB acquired the loan in April of 2012 when Big George Hitel & Lízing was ordered to cease and desist under the instructions of the Hungarian National Bank. (I am under the impression that Big George Hitel and Lízing has now been re-authorized to provide mortgage loans.)

At the time of loan, every single bank we consulted, including Big George Hitel & Lízing, exclaimed that using the Swiss Frank loan would be far better because the Hungarian interest rate would make things far too expensive, which they convinced my wife Ildikó of, who both convinced me. Neither Ildikó nor I knew of the risks, but we relied on the "good faith" and a full disclosure from the banks, as required by law, and as a normal, ethical and moral practice that maintaining proper contractual partnerships would require and properly bind such agreements; the bank, we can infer, has a background in banking, economics, finance, and not only a personal history in such business matters, but also a deep knowledge in the history of such topics; therefore, any reasonable person should conclude that we've been had by the banking shysters.

Shortly after we were locked into the loan, however, like thousands of others in Hungary, and across Europe, we soon found the bite of their proposal that we could not reverse for 19 years without losing our investment in total. Even though I was ensured that the loan was fixed, the loan was actually not fixed, and was a very high-risk loan that was based on speculations in economical conditions which gave banks an unfair advantage in robbing people of their wealth; that wealth, for most in this predicament usually meant losing a minimum of a 20% down payment, plus processing fees, and payments already incurred at the time when persons or entities are incessantly overburdened, and must therefore forfeit their economic position that they desperately worked so hard to cling to—as we have, either voluntarily, or through a court order of some type, at which time all investments are relinquished, and the bank steals the initial financial investments, the duration of time and subsequent payments, and the real estate in its entirety on a false pretext.

The banks knew of the risks, and ensured, but fraudulently ensured us that this process was procedural, and not risk-taking. We have still been able to maintain the payments, thanks to the government's cap on the scam, but not with unexpected and undue hardships: financial support from a limited amount of funding I received from abroad, and my need to excessively work overtime to earn additional monies, a reduction in personal free time, as a consequence of the overwork, and constraints on free-time activities to save on expenses, to mention a few.

On a very big side note: It has been confirmed that there are no transactions whatsoever with our loan that have anything to do whatsoever with any kind of Swiss currency – NONE! In an article posted in Van Honlap (Hány deviza- és hány forintthiteles van bajban? Maguknak köszönhetik? Mi a megoldás? Tényszerűen a hitelekről – September 1, 2013), thousands of foreign currency loans are in trouble: A “devizahitel hibás termék!” – állítja a Fidesz. There are many such articles regarding this scam. The numerous and recent bank scandals that are plaguing Hungary, as well as the economical and political instability is also agitating our condition. There was even once that my wife and our attorney were told by the court that Big George Hitel & Lízing was having a meeting regarding the issue (My wife stated, "2013.május 28-án az ügyvéddel együtt voltam a BG BP. Pacsirtamező 5. E63-ban. 1 óra alatt kiderült, hogy az összes anyagot átadták a KDB Banknak, náluk semmi nincs."), where Big George said it was no longer in their hands, nor was any of this their responsibility, unbeknownst to both Ildikó and our attorney, so we needed to pursue this issue against KDB. Another wasted day for my wife and our attorney. We started to sue Big George, but were subsequently referred to KDB. We were then stalled based on the government's involvement. We are now allowed to proceed once again, but have been entangled in dealing with this unjust betrayal by our contractual partners, the banks, for years now.

At the time of the loan I was not well-informed about the numerous scams in Hungary, i.e., starting with the Duna Profit real estate scandal, and ending with the most recent failings of banks and "investment firms" to disclose pertinent information dutifully, with the clear intent to defraud and deceive their clients, and the public, against contractual norms and the law, and on and on, that have been rocking the Hungarian economical foundation for years; nor about banking, finance, economics, and the history of currencies, whereby anyone who understood these topics even superficially, would not likely have entered into such a preposterous idea, especially knowing that Hungary has been on the short end of the stick since nearly its inception.

I have since learned about these things well enough to understand that our mortgaging in such a way, advised by our mortgage banks, was a high-stakes gamble that was incredibly lopsided—more of a mafia-style tactic, as reality on the ground now clearly demonstrates. (For a cursory review on this subject, think of the German mark during WWII; the British pound and George Soros, "the man who broke the bank of England"; the Russian ruble collapse, the Hungarian korona followed by the pengő; and the list is long enough, and so is the list of those behind the manipulations).

From my studies, I can now say with reasonable clarity that this Swiss Frank loan was absolutely a deliberate deception of enormous proportions and a risk that only large financial institutions or entities, such as governments, large banking firms, or the most wealthy investors in the world should undertake because they are the only ones who are able to bend the markets in their favor, which they did, and which our mortgage bankers knew could, and would likely happen if one were to follow financial trends throughout history; but the bank did not disclose such matters to us—in fact, even if

they had, under "good faith" they would never have encouraged anyone to undertake such a venture.

Europe and most parts of the world are also fighting economical and warfaring instability, and we would like to resolve our predicament more expeditiously so that if more pressing matters do arise, in the case of a real possibility of a war, for example, we will be able to deal with them more effectively if this loan debacle were behind us.

Big George nor KDB were forthright with us, nor have they been able to produce adequate reasoning for their manipulative activities; therefore, we are seeking compensation in full plus punitived damages since the mortgage contract we entered with the bank was not in "good faith" on their part, and should have been made illegal, and null and void from the very beginning. The bank knew of the risks, but yet did not disclose those risks to its clients in writing, nor verbally, in detail (as should have been done) or even vaguely hinted at about the problems that may transpire later at a random date of their own choosing. The banks Page 6 of 8 intentionally deceived the unwitting and innocent, in this case, us, who simply wanted to invest in their personal affairs, which included investing in the health of Hungary.

The Hungarian government even stepped in and put a cap on the scam, as well as disallowed such loans to continue—without this cap we would be in more hot water. In the interim, the Hungarian government has made attempts to relieve citizens of this unnecessary—and in fact, cruel burden; once we found out about some of those programs, we had scrambled to join some of the better government-financed supporting programs, but missed their deadlines or qualifications, thus, were only able to qualify for the Fundamenta Program which, again—let me reiterate, is supported by other hardworking taxpayers. Knowing more about such matters, I can say with certainty that this Fundamental Program is just another burden imposed on the backs of other hardworking Hungarian taxpayers, and the consequences of such a support will rear its head with various ramifications against us personally again in other indirect ways, such as inflation, higher market prices, devaluation of the forint, and so on, to counterbalance the offset; hence, not only are we negatively impacted by this trickery directly, we, as well as Hungary as a whole, are forced to unnecessarily carry the burden of this one scam indirectly; herein, I dare not mention the many other scams that have, and are still coming to fruition over the years and months that plague Hungary even still.

My wife has spent hours dealing with this process, and it has been a strain on our ability to live adequately or enjoy our aging lives. It can be said that the bank willfully defrauded us, and it is for that reason that we are requesting the bank to reimburse us in full for any interest earned on the sum of the difference between the loan and the Swiss currency, attorney fees, and any other earnings; the contract was not earnest in its intentions, and punitive damages for lying to, and manipulating us are in order.

To clarify again, as punitive damages, we request that the court allow us to pay off the loan without any interest fees or surcharges attached that were originally contracted, without any Swiss currency exchange rate, and as a direct repayment on the loan principal only, and nothing more because the bank never entered into the agreement in "good faith", or used adequate moral or ethical practices to enter into any normal relationship, or contractual agreement with us that would be deemed appropriate by any rational human being, and therefore should have been considered null and void from the get-go. The price of the real estate at 1012 Budapest, Várfok utca 15./B II. emelet 26 was

originally 23 million forints. Our mortgage loan was 16 million 700 thousand forints. As of the date of this writing, we have already paid 16 334 775 in total, including interest. Our attorney fees and other court costs have to date been __??.____, and are expected to be __??._____.

Therefore, we request that the direct sum of our payments, attorney fees and court costs, and any other costs incurred by this loan be directly subtracted from the original loan sum of Page 7 of 8 16 million 700 forints with no interest or processing fees of any kind, whatsoever. Therefore, we request that our current debt be in the sum of __??.____ only as of _____date_____, which will be reduced by the amount we continue to make as monthly fees in the interim of the court's judgement. We shall hope to make the full payment of our debt in this matter, if the court agrees with our terms, in full within a short time.

2007.június 7-én Kölcsönszerződést kötöttünk a BG Magyarország Ingatlanfinanszírozási Zrtvel.

A kölcsön kondíciói:

Kölcsön összege: 16.706.869,- Ft.

Induló kamatláb mértéke (éves %-ban a futamidő első 3 hónapban 0 %

a futamidő 4. hónaptól: 3 %

Kölcsönszerződés devizaneme: CHF

Kölcsön futamideje: 228 hónap

Teljes Hiteldíj Mutató mértéke (kölcsönszerződés megkötésének időpontjában éves %-ban): 6,71 %

Díjak: Kezelési költség (kintlevőség után számolva éves %-os mértékben): 3 %

2012. április 27-én Gyűjtőszámlát nyitottunk KDB Banknál.

2012 június 7. Kölcsönszerződés módosítása KDB Bankkal itt a kamatot 4,8 %-ra emelték.(Sajnos emiatt nem egyoldsalú, mert mi is aláírtuk.) És a gyűjtőszámla hitelszerződés kötése is

Szabó Balázs Gábor ügyvédi irodát (1126. Budapest, Kiss János Altábornagy u. 38. II/10. tel:489-0469, 06-70-280-9094, e-mail:drbalazsszabo@t-online.hu) 2013.január 24-én bíztuk meg azzal, hogy a BG Magyarország Ingatlanfinanszírozási ZRT-vel kötött GO-00969/0705 szánú kölcsönszerződéssel kapcsolatosan helyettem és nevemben az illetékes Bíróság és más hatóság előtt teljes körűen járjon el, így érvénytelenségi ert indítson a KDB Bank Zrt. ellen, mint a BG Magyarország Ingatlanfinanszírozási Zrt. jogutódja ellen.

2013.május 28-án az ügyvéddel együtt voltam a BG BP. Pacsirtamező 5. E63-ban. 1 óra alatt kiderült, hogy az összes abyagot átadták a KDB Banknak, náluk semmi nincs. A per beadása miatt küldöttide a T. Bíróság.

Szia Kedves!

Írom, amiket kérdeztél:

1.Első törlesztés ideje: 2007.07.09.

Összege: 97 913,- Ft.

2.A legmagasabb törlesztés 2012.01.09-én 249 766,- Ft volt .(De 2012. 06.08-án 240 409,- Ft volt a havi törlesztés összege.)

3. Most árfolyam-gáttal fizetjük 2012.08.08-tól, ami fix, havi: 174 357,- Ft,
4. 2014.06.10-től van KDB FIX Megtakarítási számlánk, ami havi: 40 764,- Ft.
5. Van még Fundamenta Lakás-előtakarékoskodási szerződés is.
Az egyik 2012.04.09-től havi 20 000,-Ft
A másik 2013.05.02-től havi 20 000,-Ft.