

June 21, 2015

Mrs. Annika Falkengren
President and Group Chief Executive Officer
Skandinaviska Enskilda Banken (SEB)
Kungsträdgårdsgatan 8
Stockholm, Sweden

**Re: Urgent Demand that SEB Cancel it's Mortgage of
the Gaza Smuggling Ship *Marianne Av Goteborg***

Dear Mrs. Falkengren:

I am an Israeli attorney and the founder of Shurat HaDin- Israel Law Center, a human-rights organization that represents victims of terrorism in courtrooms around the world. This letter is written to warn you that a ship upon which SEB maintains a maritime lien, *Marianne Av Goteborg*, is at serious risk of destruction or confiscation because of its intended participation in illegal actions against the government of Israel. You are placed on formal notice that Mr. Charles Bertel Andreasson, to whom SEB provided a mortgage to finance the purchase of the *Marianne Av Goteborg* intends to attempt to breach the Israel Defense Forces' (IDF) coastal blockade of the Gaza Strip and enter into a violent confrontation with the Israeli armed forces. He has publicly announced he is seeking to smuggle contraband to the terrorist Hamas controlled enclave in violation of international law.

I attach the vessel's registration for your convenience.

Mr. Andreasson plans to utilize the *Marianne Av Goteborg* as a blockade-runner and provoke a battle on the open seas with the IDF. SEB faces probable loss and destruction of its collateral in the *Marianne Av Goteborg* if SEB does not immediately act to stop this dangerous scheme. Additionally, SEB may itself face legal sanction if it continues to provide financial services to Mr. Andreasson and his associates as attempt to provide material support to Hamas, an internationally designated terrorist organization after having been placed on notice.

Mr. Andreasson plan to imminently use the *Marianne Av Goteborg* to violate Israel's lawful blockade of the Gaza Strip is not his first attempt to do so. On May 31, 2010, a naval flotilla sponsored by persons affiliated with Andreasson violated Israel's coastal blockade. The ensuing confrontation with the Israel Defense Forces resulted in the deaths of nine armed terrorists and serious injury to several Israeli soldiers. Currently, Mr. Andreasson and persons conspiring with him have publicly

stated their intent to again attempt a breach of the Gaza coastal blockade, utilizing the *Marianne Av Goteborg*. It is believed they will act in the coming days.

Violation of a lawful naval blockade subjects the violating vessel to forcible seizure. It may be lawfully attacked and potentially damaged or destroyed (*San Remo Manual on International Law Applicable to Armed Conflicts at Sea*, 12 June 1994, para. 67). Moreover, Israel's naval blockade of the Hamas-controlled Gaza Strip has been declared lawful. *See* Sir George Palmer, *Report of the Secretary General's Panel of Inquiry on the 31 May 2010 Flotilla Incident* (September 2011). Accordingly, SEB should be therefore advised of the significant potential for your company to lose its collateral in consequence of the mortgagor's intended unlawful activity.

Please further note that as a bank also operating in the United States, SEB is subject to American criminal law. United States entities may not provide support to those who engage in hostile acts against friendly foreign nations, 18 U.S.C. 962 [hereinafter "the Neutrality Act"]. Any activity that assists or facilitates this hostile naval expedition against an American ally, including the provision of financial services to it, could constitute a violation of United States criminal law.

In addition, SEB could face civil liability if it continues to provide financial services to Mr. Andreasson as his contemplated and publicly announced use for the *Marianne Av Goteborg* is essentially a smuggling effort in aid of the Hamas terrorist organization, which is the *de facto* governing authority of the Gaza Strip. Hamas is a designated Foreign Terrorist Organization (FTO), 62 FR 52650. As such, it is unlawful for any financial institution to knowingly provide "material support or resources" to a designated FTO or to provide material support to those whose efforts directly support an FTO. (The term "material support or resources" is defined in 18 U.S.C. 2339A(b)(1).) SEB may be liable for any future terrorist attacks carried out by Hamas if it continues to provide financial services for Mr. Andreasson's efforts in material support of Hamas.

I direct your attention to *Holder v. Humanitarian Law Project*, 561 U.S. 1 (2010). In *Humanitarian Law Project*, the United States Supreme Court found that providing any means of assistance or support to a designated terrorist organization is unlawful as it would constitute training," "expert advice or assistance," "service," or "personnel" as prohibited under 18 U.S.C. 2339B(a)(1). The American courts have taken a very broad interpretation of the term "assistance," which would seem to include the provision of financial services to a naval expedition in aid of a terror group.

Numerous banking and financial institutions that provided financial services and wire transfers to front-charities affiliated with terrorist organizations have been successfully sued by the terror victims and their families for aiding and abetting Palestinian terrorism. Many of these banks now find themselves defending against multibillion-dollar civil actions in federal courts in the United States. *See e.g. Linde v. Arab Bank*, 2015 U.S. Dist. LEXIS 45903 (E.D.N.Y.).

Finally, I also direct your attention to Swedish law concerning hostile acts against friendly foreign powers. Swedish law prohibits Swedish citizens from undertaking hostile acts against one foreign power on behalf of another, *Swedish Penal Code*, Chapter 19, Section 2 (1962). Since Sweden has recognized “the State of Palestine” as a foreign power, persons subject to the Swedish crown may not engage in hostile acts on behalf of the *de facto* government of a portion of this “state,” in its conflict with the Israel. Mr. Andreasson’s planned hostile act is therefore contrary to Swedish criminal law. SEB may not assist any person to violate the laws of the realm. If SEB knowingly provides financial services to Charles Bertel Andreasson in support of his effort to violate Swedish law, SEB may face liability in consequence of that assistance.

Consequently, Shurat HaDin-Israel Law Center demands that SEB take all necessary and appropriate immediate action to exercise the remedies available to it as a maritime lien-holder, including seizure of the vessel. Shurat HaDin-Israel Law Center further advises SEB to discontinue any business relationship with Charles Bertel Andreasson and with any person conspiring with him to violate international, American and Swedish law. SEB’s failure to immediately act, having been duly warned, may result in both severe criminal and civil liability. Believe me, I am

Very truly yours,



Nitsana Darshan-Leitner, Esq.
President and Founder
Shurat HaDin Israel Law Center

Attachment

REGISTERUTDRAG**Fartygsregistrets skeppsdel****1. Skeppet**

Signal: **SFDE**
Namn: **MARIANNE AV GÖTEBORG**

Ändringsdatum: 2015-04-27
IMO-nr:
Distrikt:

2. Uppgifter om skeppet

Art:	Fritidsmotorskepp	Hemort:	Göteborg
Byggnadsår:	1977	Byggnadsmaterial:	Trä
Byggnadsland:	DK	Största längd:	20,43 m
Djupgående:		Största bredd:	5,31 m
Dödviktton:		Bruttodräktighet:	85 UR
Maskineri:	Cummins KTA 19-MS	Nettodräktighet:	25 UR
Maskineffekt:	447kW	Klassificeringsanstalt:	
Däck:		Särsk utr:	
Drivmedel:		Hemmahamn:	

3. Registreringsförhållanden

	Datum/dagboksnr	
Registrering	2013-04-04 1389	Bifall 2013-05-20/2002

4. Ägare

	Datum/dagboksnr	
650310-4959 CHARLES Bertil Andreasson Styrsö Hamnväg 50 430 84 STYRSÖ	2015-04-15 1483	Andel: 1/1 Köp 2015-04-07 Bifall 2015-04-27/1664

5. Huvudredare**6. Inteckningar**

	Datum/dagboksnr
1. 300 000 SEK INH 2013-08-27/3285 Skandinaviska Enskilda Banken Kreditgranskning PI 2 205 20 MALMÖ	2013-08-27 3284

7. Anteckningar

Sökt Namn: (ENG)

Datum/dagboksnr

Registerutdrag slut