

Ojoko & Ojoko

⊕ SOLICITORS ⊕ ARBITRATORS ⊕ NOTARIES PUBLIC

Our Ref: OO/EDA/028/2021/027

July 28, 2021

The Governor
Central Bank of Nigeria
Samuel Ladoke Akintola Street
P.M.B. 187
Samuel Ladoke Akintola Boulevard
Abuja

Dear sir,

**RE: REFUND OF DEPOSITORS' FUNDS COLLECTED BY MBA TRADING
AND CAPITAL INVESTMENT LIMITED AND ITS PROMOTERS WHILE
CONDUCTING BANKING BUSINESS WITHOUT A BANKING LICENCE**

We write as solicitors to Dr. Edward Ewrudje Mukoro and 179 other persons (and counting) who deposited monies with MBA Trading and Capital Investment Limited between 2018 to 2021. The names of our clients and the total sums invested are listed in Annexure 1 hereof. Further details and proof of their deposits will be made available upon your response to this letter.

We refer to Grounds B, C, D and E of the Grounds of Application in the motion ex parte filed in **SUIT NO. FHC/PH/MISC/35/2021: Central Bank of Nigeria v. MBA Trading and Capital Investment Limited**, where your office stated that the aforesaid company was carrying on banking business without a license duly issued by the Central Bank of Nigeria and was operating a Ponzi scheme, and pursuant to which, the Federal High Court, Port Harcourt, froze the accounts of MBA Trading and Capital Investment Limited held in ten (10) commercial banks.

Our clients were not aware of the non-licensing of the company by the CBN. They deposited their funds with this company in the honest belief that the said company was licensed to carry on its business since said business was done in full view of the concerned regulatory agencies without let or hindrance at the time of their various deposits.

It is now over five (5) months since the Federal High Court granted you leave to freeze the accounts of the company pending the outcome of your investigation of the activities of the company. You are the issuing authority of banking licenses; thus, we believe it is already firmly established that MBA Trading and Capital Investment Limited was not licensed by you to carry on banking business and that your investigation is currently aimed at establishing if it was also carrying on a Ponzi scheme and other illicit activities.

A list of the Partners and Associates is open for inspection at the office below

a: Top Floor, 15 Ogbia (Mbonu) Street, D/Line, P. O. Box 8036, Port Harcourt, River State, Nigeria
e: info@ojokoandojoko.com. t: +234 (0)8086665615-24 w: www.ojokoandojoko.com

However, Section 2(4) of the Banks and Other Financial Institutions Act 2020 places a duty upon you, upon a finding that any person is carrying on banking business without a license, to appoint a licensed bank to identify and refund depositors' funds collected by such a person and report thereon to you. The duty to refund is unrelated to and distinct from any question whether the said person was operating a Ponzi scheme or not, or whether the said person has been prosecuted or convicted for carrying on banking business without a license or other financial crimes.

We believe that sufficient time has elapsed from the grant of the freezing order by the Federal High Court till now, for you to have identified genuine depositors and commence refunds to them and that your failure and or refusal to initiate the refund process is in bad faith and a dereliction of your duty to the public.

These presents are, therefore, to request you to perform your statutory duty under Section 2(4) of the Banks and Other Financial Institutions Act 2020 by appointing a licensed bank or any, or all, of the banks holding funds collected by MBA Trading and Capital Investment Limited from depositors to verify and refund our clients' deposits.

TAKE NOTICE that if notice of this appointment is not communicated to us within seven (7) days of the date hereof, we will be constrained to initiate appropriate legal measures before the Federal High Court to compel performance of your said statutory duty.

Thank you.

Yours sincerely,
for: **OJOKO & OJOKO**



E. D. A. Ojoko ACI Arb, ABR, FIDR
Solicitor



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EXPRESS DOMESTIC

2021-07-29 MYDHL+ 1.0 / '30-0821'



From : OJOKO & OJOKO

EMEKA
15 MBONO STREET
D-LINE

PORT HARCOURT
Nigeria

Origin:

PHC

To : CENTRAL BANK OF NIGERIA

Contact:
THE GOVERNOR

SAMUEL LADOKE AKINTOLA STREET P.M.B.187
SAMUEL LADOKE AKINTOLA BOULEVARD

ABUJA FEDERAL CAPITAL TERRITORY
Nigeria

NG-ABV-ABV

DSR

Day Time

Ref: 00/EDA/028/2021/027

Pcs/Shpt Weight Piece
0.5 kg 1/1



WAYBILL 19 6337 8874

Contents: 1 Letter,
corresp orndence



(2L)NG:ABVABV+46000000

0



(J) JD01 4600 0089 2820 2507

Recipient's Copy Piece 1 of 1

DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE
("Terms and Conditions")

IMPORTANT NOTICE

When ordering DHL's services you, as "Shipper", are agreeing on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that the Terms and Conditions shall apply.
"Shipper" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any Shipment identifier or document produced by DHL or Shipper, and any other document, including but not limited to, a bill of lading, as well as any electronic version thereof. Every Shipment is transported by DHL or Shipper's authorized systems such as a boat, barcode, waybill or container, and insurance may be arranged at an additional cost (Please see Section for further information). DHL means any member of the DHL Express Network.

1 Customs Clearance

DHL may perform any of the following activities on Shipper's or Receiver's behalf in order to provide its services: (1) complete any documents, amend product or service codes, and pay any duties, taxes or penalties required under applicable laws and regulations ("Customs Duties"); (2) act as Shipper's forwarding agent for customs and export control purposes; (3) act as Receiver's forwarding agent for customs and import control purposes; (4) perform customs clearance and entry and (5) redirect the Shipment to Receiver's customs broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized.

2 Unacceptable Shipments

A Shipment is deemed unacceptable if:
• it contains contraband goods, animals, bullion, currency, gem stones, weapons, explosives and ammunition, human remains, illegal items, unlabelled or restricted items, hazardous materials, perishable goods, live animals, plants, or restricted items; (IATA International Air Transport Association), ICAO International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods");
• its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling;
• it contains any other item which DHL decides cannot be carried safely or legally.

3 Deliveries and Undeliverables

Shipments cannot be delivered to PO Boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver's postal code. Shipments may be addressed with a central address or returned to that area.
DHL may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point. Shipper may exclude certain delivery options on request.
If the Shipment is deemed to be unacceptable as described in Section 2, or if it is damaged, DHL may refuse to accept the Shipment or may refuse to deliver it. Shipper has been advised of Receiver's refusal to deliver or to pay Customs Duties or other Shipment charges. DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties. Shipper's charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. DHL shall have the right to use any portion of the net proceeds of the sale to cover the cost of returning to Shipper as well as any Shipment of Dangerous Goods.

4 Inspection

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

5 Shipment Charges & Billing

Shipments are billed and according to the higher of actual or volumetric weight per piece and any piece may be re-weighted and re-measured by DHL to confirm this calculation.
Shipper, or the Receiver when DHL acts on Receiver's behalf, shall pay or reimburse DHL for all Shipment or other charges due, or Customs Duties owed for services provided by DHL, or incurred by DHL, on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery. DHL uses its credit with the Customs authorities to pay duties on behalf of Shipper. DHL shall be entitled to assess a fee.

6 DHL's Liability

6.1 DHL's liability in respect of any one Shipment transported by air (including incidental road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately USD 30 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.
For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately USD 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.
If Shipper requests these limits as insufficient, it must make a special declaration of value for the Shipment and pay an additional fee as described in Section 8 or make its own insurance arrangements.

7 Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

8 Shipment Insurance

DHL may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment. Shipper may elect to purchase such insurance by completing the insurance section on the front of the waybill or by DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.
9 Circumstances Beyond DHL's Control
DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to or pressure of, electronic or photographic equipment, or other equipment, or loss of or damage to the Shipment, or any act or omission by a person not employed or contracted by DHL, or a Shipper, Receiver, third party, customs or other government official, "Force Majeure", e.g., earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.
10 Shipper's Warranties and Indemnities
Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and conditions:
- the Shipment is acceptable for transport under Section 2 above;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations, and that the Shipment is not prohibited or restricted by any law, regulation, or order; and
- Shipper shall be liable for any loss or damage to DHL, including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.
11 Routing
Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.
12 Governing Law
Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the applicable law. Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.
13 Severability
If any provision of these Terms and Conditions is held to be unenforceable, the remainder of these Terms and Conditions shall survive.

WAYBILL DOC

Not to be attached to package - Hand to Courier
2021-07-29 MYDHL + /



Shipper :

OJOKE & OJOKE
EMEKA
15 ABOONO STREET
D-LINE
PORT HARCOURT
Nigeria

Contact:
+23408037107306

Receiver :

CENTRAL BANK OF NIGERIA
THE GOVERNOR
SAMUEL LADOKE AKINTOLA STREET P.M.B.187
SAMUEL LADOKE AKINTOLA BOULEVARD
ABUJA FEDERAL CAPITAL TERRITORY
Nigeria

Contact:
THE GOVERNOR
+2347002255226

NG-PHC-PHC NG-ABV-ABV

Product Details:

[N] EXPRESS DOMESTIC (46)

Features / Services (Service Code)
Direct Signature(SF)

Payer Details

Freight A/C: 365101835
Duty A/C:
Taxes A/C:

Shipment Details

Ref: OO/EDA/028/2021/027

Cust Decl Shpt Wgt (UOM) / Dim Wgt (UOM):

0.5 Kg

Pieces
1

Name (in Capital Letters)

Signature

Date (DD.MM.YYYY)



Contents: Letter,
corresp ondence

WAYBILL 19 6337 8874

License Plates of pieces in shipment
JD01460008928202507



Shipment Receipt

Shipment From

OJOKO & OJOKO
EMEKA
15 MBONO STREET
D-LINE

PORT HARCOURT
Nigeria
+23408037107306

OJOKOANDOJOKO@GMAIL.COM

Shipment To

CENTRAL BANK OF NIGERIA
THE GOVERNOR
SAMUEL LADOKE AKINTOLA STREET P.M.B.187
SAMUEL LADOKE AKINTOLA BOULEVARD

ABUJA FEDERAL CAPITAL TERRITORY
Nigeria
+2347002255226

Shipment Details

Shipment Date: 2021-07-29
Waybill Number: 1963378874
Service Type: EXPRESS DOMESTIC
Packaging Type: Your Own Package
Number of Pieces: 1
Total Weight: 0.50kg
Dimensional: 0.00kg
Chargeable: 0.50kg
Insured Amount:
Terms of Trade:

International Information

Declared Value:
Duties&taxes acct:
Dutiable Status: Non-Dutiable
Estimated Del date: Monday, 02 Aug, 2021
Promo Code:

Billing Information

Payment Type: DHL Account Number
Billing Account: 365101835
Duties&taxes acct:
Charge Breakdown: --- NGN

Special Services: Direct Signature

Charge is estimated until DHL reweigh, Charges visible to Account Owner only

Reference Information

Reference: OO/EDA/028/2021/027
Pickup reference nr:

Description of Contents

Letter, correspondence