

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 14-15**

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**NGOBROS AND COMPANY NIGERIA LIMITED**

**v.**

**OCEANE CARGO LINK, LLC, and KINGSTON ANSAH, individually**

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**MOTION FOR A DECISION ON DEFAULT AGAINST OCEANE**

**CARGO LINK, LLC, and KINGSTON ANSAH, INDIVIDUALLY**

Comes now Ngobros and Company Nigeria Limited (“Complainant” or “NCNL”), by and through its counsel of record, hereby files this Motion and Declaration In Support of Obinna Ngonadi for a decision on default against respondents, Oceane Cargo Link, LLC (“Respondent” or “OCL”) and Kingston AnsaH, an individual pursuant to 46 C.F.R. §502.65, and in support thereof respectfully states the following:

1. Complainant filed its Complaint with the Federal Maritime Commission (“FMC”) on November 24, 2014, seeking reparations of \$180,628.66 plus attorney’s fees, interests, costs, and expenses incurred in this matter according to proof.
2. Copies of the Complaint were served by the FMC’s Office of Secretary (“Secretary Office”) on December 1, 2014, by United Parcel Service (“UPS”) on

Kingston Ansah individually at the residential address stated in the Complaint and provided by complainants' counsel.

3. On December 1, 2014, the Secretary Office sent the Complaint to OCL by UPS to its principle place of business (4851 Georgia. Hwy. 85, Suite 102, Forest Park, Georgia 30297). However, on December 11, 2014, the Secretary Office received the undelivered service to OCL with a UPS tracking notation stating that, "The receiver has moved. We are attempting to obtain a new delivery address for this receiver. /The package will be returned to the sender."

4. On January 15, 2015, the Secretary again sent the Complaint to OCL but this time it addressed the service to Oceane Cargo Link, LLC C/O Kingston Ansah, 101 Quivas Court, SW, Atlanta, GA 30331, Mr. Ansah's residential address.

5. Georgia's Secretary of State Record shows that Kingston Ansah is the designated agent for service of process for OCL, attached hereto as Exhibit 1.

6. The FMC's Secretary reported that according to the FMC's UPS' tracking record, the package containing the Complaint was successfully delivered on January 16, 2015, and signed for by Kingston Ansah, owner and member of OCL. The FMC's Secretary's service on OCL included a letter dated January 15, 2015, stating that, "[a]n answer to the complaint is due to be filed with the Commission within twenty-five (25) days after the date of service stamped on the complaint."

7. Complainant respectfully requests that official notice be taken pursuant to 46 C.F.R. § 502.226 that Georgia's Secretary of State Corporations Division's public records show that Respondent Kingston Ansah is the designated agent for service of

process for OCL.

8. In its complaint, Complainant alleged, among other things, that:
  - a. Respondents violated Section 10(d)(1) of the Shipping Act which provides that a “common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.” 46 U.S.C. § 41102(c), by shipping Complainant’s goods intentionally or unintentionally to a wrong destination and abandoning it there, and as a result proximately caused Complainant to suffer and continue to suffer damages as alleged herein.
  - b. Respondents also violated 46 U.S.C. §41102 (c), among other things, by unreasonably demanding additional freight and charges for the release of Complainant’s cargo and to deliver to the correct destination, failing to communicate with Complainant regarding the status of Complainant’s, and uttering bad checks to Complainant from a bank account that Respondents’ knew or should have known had been closed prior to the time of the issuance of the bad checks or soon thereafter.

9. As a direct consequence of Respondents’ violation of the Shipping Act as stated above, Complainant sustained actual injury when Respondents failed to deliver cargo. The totally amount of the damages is \$180,628.66. Therefore, Complainant is entitled to an award of reparations for respondents’ violation of 46 U.S.C. § 41102 (c).

10. The FMC Rule, 46 C.F.R. §502.62 (b)(6) provides that:

(i) Failure of a party to file an answer to a complaint, counterclaim, crossclaim, or third-party complaint within the time provided will be deemed to constitute a waiver of that party's right to appear and contest the allegations of the complaint, counterclaim, crossclaim, or third-party complaint to which it has not filed an answer and to authorize the presiding officer to enter an initial decision on default as provide for in 46 CFR 502.65. Well pleaded factual allegations in the complaint not answered or addressed will be deemed to be admitted;

(ii) A party may make a motion for initial decision on default. See 46 C.F.R. §502.62 (b)(6)(i)(ii), *Effect of failure to file answer*.

11. The FMC Rule, 46 C.F.R. 502.65 provides that “a party to a proceeding may be deemed to be in default if that party fails to appear, in person or through a representative, at a hearing or conference of which that party has been notified.” See 46 C.F.R. §502.65(a)(1)(2). Rule 65 further provides that, “[w]hen a party is found to be in default, the Commission or the presiding officer may issue a decision on default upon consideration of the record, including the complaint or Order of Investigation and Hearing.” See 46 C.F.R. §502.65 (b).

12. More than 25 days have passed since the Complaint was served on January 16, 2015, by the Secretary Office upon OCL and Kinston Ansah individually. As of the date of this Motion, February 19, 2015, Respondents have failed to file an answer or responses of any kind to the Complaint filed by NCNL and have failed to participate in any manner in this FMC matter, Docket No. 14-15.

13. Complainant hereby submits all matters in controversy and of fact and law

against Respondents, OCL and Kinston Ansah individually to the Administrative Law Judge (“ALJ”). Complainant requests that the ALJ adjudicate all material allegations in NCNL’s Complaint on file herein.

14. Complainant further requests that the ALJ issues a decision on default, and find that Respondents failed to file an answer to NCNL’s complaint within 25 days and that Respondents’ failure to file an answer constitutes a waiver of respondents’ right to appear and contest the allegations of NCNL’s complaint. Complainant further requests that all material allegations and relevant facts stated in the Complaint be deemed admitted as true.

15. On August 22, 2014, Complainant filed a claim against OCL’s FMC surety bond. On February 4, 2015, Respondent’s surety offered to pay Complainant \$37,681.14 to settle Respondent’s claim, which offer was accepted by Complainant on February 5, 2015. Of the \$ 37,681.14 amount paid by OCL’s surety, \$11,080.70 represents the surety’s offer to settle 50% of Complainant’s claim of \$22,161.40, paid towards customs duties and agent fees.

16. The Declaration in Support of Plaintiff’s Motion for Default Judgment, attached hereto as Exhibit 2, establishes the monetary damages incurred by the Complainant.

Complainant respectfully requests that the ALJ adjudicate, find, and order that Respondents, OCL and Kinston Ansah individually pay as damages to Complainant the total sum of \$142,947.52, the total of damages specified in the Damages section and Prayer for Relief of NCNL’s Complaint, together with its attorney’s fees, interests, and costs and expenses incurred in this matter according to proof:



**CERTIFICATE OF SERVICE**

I hereby certify that I have on this 6th day of March, 2015, served a copy of the foregoing Motion for a Decision on Default upon the following Respondents via USPS Priority Mail (Tracking and Proof of Delivery Requested), postage prepaid:

Mr. Kingston Ansah  
101 Quivas Court, SW  
Atlanta, GA 30331

Oceane Cargo Link, LLC  
C/O Kingston Ansah  
101 Quivas Court, SW  
Atlanta, GA 30331

Respectfully submitted,



Henry P. Gonzalez, LL.M.

Gonzalez del Valle Law  
1250 Connecticut Ave., N.W., Suite  
200  
Washington, D.C. 20036  
(202) 973-2980 Telephone  
(202) 293-3307 Facsimile  
gonzalez@gdvlegal.com

Attorneys for Complainant

Dated: March 6, 2015  
Washington, D.C.

# EXHIBIT 1



# EXHIBIT 2

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 14-15**

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**NGOBROS AND COMPANY NIGERIA LIMITED**

**v.**

**OCEANE CARGO LINK, LLC, and KINGSTON ANSAH, individually**

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**DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR A DECISION ON  
DEFAULT**

The undersigned, being duly sworn, does hereby depose and state as follows:

1. I am over the age of eighteen (18) years, and I believe in and understand the obligations of an oath.
2. I am a Sales Director of NGOBROS AND COMPANY NIGERIA LIMITED ("Complainant" or "NCNL").
3. I make this declaration based on my personal knowledge of the business records and practices of NCNL.
4. I offer this declaration in support of NCNL's Motion for Default Judgment.
5. On February 6, 2012, Complainant received a purchase order from its client in Nigeria. The purchase order requested Complainant to deliver 6 vehicles before October 26, 2012. A true and accurate copy of the Purchase Offer is attached hereto as Exhibit A and incorporated herein by reference.
6. On March 5, 2012, Complainant obtained a loan from MM Bank in the

amount of 4,000,000.00 Nigerian Naira or \$24,691.00 to partly finance the purchases of the vehicles. A true and accurate copy of the Bank Statement is attached hereto as Exhibit B and incorporated herein by reference.

7. In July of 2012, Complainant entered into an agreement with Oceane Cargo Link, LLC (“Respondent” or “OCL”), to ship a container containing three vehicles (2 new Toyota Camry and 1 used Nissan Frontier) from the United State to Nigeria. The vehicles’ value including accessories, tax and commissions is \$63,308.00. A true and accurate copy of the Receipt of Vehicles is attached hereto as Exhibit C and incorporated herein by reference.

8. Complainant paid Respondent freight charges in the amount of \$5,100.00 and received an MSC’s Bill No. MSCUT8109096. A true and accurate copy of the Bill of Lading is attached hereto as Exhibit D and incorporated herein by reference.

9. Due to OCL’s failure to deliver the container to the right destination, NCNL was forced to pay the following additional fees in order to receive its container, which it never did receive:

- a. NCNL paid the amount of 3,590,148.45 Nigerian Naira or \$22,161.40 for Nigeria’s Customs duties and clearing agent fee. A true and accurate copy of the NCNL’s Invoice of Customs Duty and Agent Fee is attached hereto as Exhibit E and incorporated herein by reference.
- b. NCNL paid the amount of \$8,108.00 on behalf of Respondent to MSC’s Ghana office. A true and accurate copy of the Email Correspondence and Telex attached hereto as Exhibit F and incorporated herein by reference.
- c. NCNL obtained another loan from MM Bank to finance its payment to MSC Ghana. A true and accurate copy of the Bank Statement is attached

hereto as Exhibit G and incorporated herein by reference.

d. NCNL was completed to pay OCL to additional freight charge in the amount of \$5,100.00.

10. Due to OCL's failure to deliver Complainant's container to the right destination, NCNL suffered loss profits in the amount of \$59,259.26. A true and accurate copy of the Cancellation of Purchase Order is attached hereto as Exhibit H and incorporated herein by reference.

11. Due to OCL's failure to deliver the correct container, NCNL entered into a Bank Settlement Agreement with MM Bank. A true and accurate copy of the Bank Settlement Agreement is attached hereto as Exhibit I and incorporated herein by reference.

12. In September 2013, Complainant sought the assistance of the FMC's CADRS' office to either mediate or arbitrate its dispute with Respondents. OCL agreed to pay the part payment toward FMC file No.121146. However, Respondent issued to Complainant a check in the amount of \$20,000, which checks bounced. A true and accurate copy of the Bounced Checks from OCL is attached hereto as Exhibit J and incorporated herein by reference.

13. In addition, Respondents tendered another checks one in the amount of 25,000. This check Complainant did not endorse or deposit because Complainant, having been a victim of Respondents' first uttered fraudulent check, discovered that Respondents had closed their bank account. A true and accurate copy of the Bounced Checks from OCL is attached hereto as Exhibit J and incorporated herein by reference.

14. On August 22, 2014, Complainant filed a claim against OCL's FMC

surety bond. On February 4, 2015, Respondent’s surety offered to pay Complainant \$37,681.14 to settle Respondent’s claim, which offer was accepted by Complainant on February 5, 2015. Of the \$ 37,681.14 amount paid by OCL’s surety, \$11,080.70 represents the surety’s offer to settle 50% of Complainant’s claim of \$22,161.40, paid towards customs duties and agent fees. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit K and incorporated herein by reference.

15. NCNL has suffered actual injury admitted by Respondent for the total amount as follow:

Purchase Price Value for Vehicles (accessories, taxes and commissions):	\$63,308.00
Prepaid freight paid to Respondents:	\$5,100.00
Funds to MSC Ghana for release of cargo:	\$8,108.00
Additional funds paid to Respondents for release of Cargo:	\$5,000.00
Nigerian customs duties and the agent fees:	\$22,161.40
(Surety offers paid 50% or \$11,080.70)	
Loss Profits sale of the vehicles:	\$59,259.26
Bank Settlement Agreement: MM Bank:	
(loan secured to finance transaction):	\$81,000.00
Settlement of Bond Claim:	- \$37,681.14
	Total \$ 142,947.52

A true and accurate copy of the Email Correspondences between Complainant and Respondent reflecting OCL’s agreement to pay certain damages is attached hereto as Exhibit L and incorporated herein by reference.

Pursuant to 28 U.S.C. § 1746 (1), I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 4, 2015.



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Obinna Ngonadi, Sales Director  
Ngobros and Company Nigeria Limited

# EXHIBIT A



# MAND ASSOCIATES (NIG.) LTD.

▪ SURVEYING AND ENGINEERING SERVICES ▪

**Enugu Office:**  
31, Awkunanaw Street,  
Achara Layout,  
P. O. Box 2345,  
Enugu.  
Tel: 042-256980

**Anambra Office:**  
101, Onitsha Road,  
P. O. Box 341,  
Nnewi,  
Tel: 08054632779  
08033381716

## TENDER NOTICE

**Issued to:**

NGOBROS AND COMPANY NIGERIA LIMITED  
NO. 11 IHIALA STREET NNEWICHI NNEWI,  
ANAMBRA STATE,  
NIGERIA

**Date:** 9th January, 2012

We invite quotations from the above mentioned supplier for the supply of the following vehicles:

**1. 5 UNITS OF BRAND NEW TOYOTA CAMRY LE (2012 MODEL)**

**Important features:**

- 4 Cylinder gasoline engine
- Automatic
- Leather seats
- Power steering
- Power windows
- Power door locks
- Air conditioner
- Black, Silver and/or Grey

**2. 1 UNIT USED NISSAN FRONTIER (2005 OR 2006 MODEL)**

**Important features:**

- 6 Cylinder gasoline engine
- Automatic
- Leather seats
- Power steering
- Power windows
- Power door locks
- Air conditioner
- Less than 100,000 miles
- Black

**Conditions:**

1. Quotations must be submitted in sealed and signed envelope on or before the 23rd of January, 2012.
2. Envelope must be marked with appropriate vehicle name boldly written on top right hand corner.
3. Supplier must pay a non-refundable fee of one hundred thousand naira only (NGN 100,000.00) for each vehicle.
4. You are to state in quotation the expected period of delivery (please note that the vehicles are to be supplied on or before the 26th of October, 2012).
5. Failure to supply the specified number of vehicles, specified color and specified important features as mentioned above would result to cancellation of the purchase order.

  
**Authorised by:**

  
**Received by Supplier:**

**Tender notice valid only when stamped and signed**



# MAND ASSOCIATES (NIG.) LTD.

▪ SURVEYING AND ENGINEERING SERVICES ▪

**Enugu Office:**  
31, Awkunanaw Street,  
Achara Layout,  
P. O. Box 2345,  
Enugu.  
Tel: 042-256980

**Anambra Office:**  
101, Onitsha Road,  
P. O. Box 341,  
Nnewi,  
Tel: 08054632779  
08033381716

## PURCHASE ORDER

**Issued to:**

NGOBROS AND COMPANY NIGERIA LIMITED  
NO. 11 IHIALA STREET NNEWICHI NNEWI,  
ANAMBRA STATE,  
NIGERIA

**Date:** 6th February, 2012

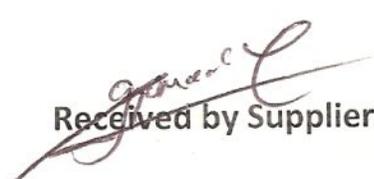
Quantity	Description	Unit price	Total price
5	2012 Toyota Camry LE	NGN 6,800,000.00	NGN 34,000,000.00
1	2005 or 2006 Used Nissan Frontier	NGN 6,100,000.00	NGN 6,100,000.00
<b>Net Total</b>			<b>NGN 40,100,000.00</b>

**Important Notice:**

1. Must adhere to specifications (please refer to the tender notice).
2. Please notify us immediately if you are unable to supply, or supply as specified.
3. Late delivery will be subject to cancellation (on or before the 26th of October 2012) and forfeiture of the NGN 600,000.00 deposit (please refer to the tender notice).

The undersigned (supplier) acknowledges the receipt of the purchase order and is in agreement with the conditions as specified in the tender notice.

  
**Authorised by:**

  
**Received by Supplier:**

Purchase order valid only when stamped and signed

# EXHIBIT B



# MBAWULU MICROFINANCE BANK LTD.

Zone 16 No. 6-9, Main Market, Nnewi, P.O. Box 1155 Nnewi, Phone:- 046-302720

Our Ref:-

5<sup>th</sup> March, 2012.

Your Ref:-

Date: .....

**Mr. H. A. Ngonadi**  
Chairman, Ngobros & Co Nigeria Limited,  
No 11 Ihiala street,  
Nnewichi Nnewi.

Dear Sir,

## OFFER LETTER.

### APPROVED OVERDRAFT FACILITY OF ₦4,000,000.00 ACCOUNT NUMBER 1002200

Further to your application dated 1<sup>st</sup> of March 2012 for a credit facility, Mbawulu Microfinance Bank Limited is pleased to offer **Mr. H. A Ngonadi (trading under the name and style of Ngobros & Co Nigeria Limited.)** an overdraft facility approved by the Board of the bank under the following terms and conditions.

<b>BORROWER:</b>	<u>NGOBROS &amp; CO NIGERIA LTD.,</u>
<b>LENDER:</b>	<u>Mbawulu Microfinance Bank Limited, Nnewi.</u>
<b>AMOUNT:</b>	<u>₦4,000,000.00</u>
<b>FACILITY:</b>	<u>Overdraft Facility</u>
<b>TENOR:</b>	<u>90 days</u>
<b>PURPOSE:</b>	<u>To increase working capital.</u>
<b>REPAYMENT SOURCE:</b>	<u>Proceeds from sales.</u>
<b>SECURITY:</b>	<u>2 Stalls at Zone 21 Nos. 141 and 151 Main Market, Nnewi.</u>
<b>FACILITY FEE:</b>	<u>2% flat monthly.</u>
<b>INTEREST:</b>	<u>25% P.A.</u>
<b>EXPIRY DATE:</b>	<u>90 days from the date of drawn down</u>
<b>CONDITIONS</b>	
<b>SUBSEQUENT TO</b>	
<b>DRAWDOWN:</b>	i. Your account operates strictly within the approved limit.

- ii. You should ensure that adequate lodgments are made regularly into your account to absorb all bank charges.
- iii. You undertake to pay up in full the amount made available to you at the expiration of tenure of the facility.
- iv. All legal and other out-of-pocket expenses arising from following up this facility shall be borne by you.
- v. **Mbawulu Microfinance Bank Limited** reserves the right to set-off overdue debts, installments, interest charges etc from any account maintained in your name and/or the proceeds of your investment.
- vi. **Mbawulu Microfinance Bank Limited** reserves the right to change the rate of interest at any time in line with the dictates of the financial environment etc, inform you in writing and expect you to accept or repay the outstanding balance within seven (7) days of the date of our letter. Where a reply is not received from you, it will be taken as an acceptance of the new rate. Any letter mailed to you using your above address or any other as may be directed by you, will be deemed to have been adequately delivered to you.
- vii. **Mbawulu Microfinance Bank Limited** reserves the right to process and obtain any document needed for the perfection and/or sale of the property offered by you as security and your account debited with the cost of processing and obtaining same if you fail to liquidate your indebtedness to the Bank at the expiration of this facility.

**DEFAULT RATE  
CLAUSE:**

- i. On default, the Bank will in addition to whatever may be her normal charges at the time charge additional fees at rates unilaterally determined by her and for this purpose, the borrower covenants, consents and agrees to pay such rates which are higher than the normal rate.
- ii. **Mbawulu microfinance Bank Limited** reserves the right to take any action necessary to recover their exposure if this facility remains un-serviced and/or unpaid for a continuous period of three (3) months after due date. The following amongst others constitute default – excesses above the authorized limit even if it is for one day, failure to pay the

monthly interest charges as and when due, failure to pay the outstanding balance by the expiration date of the facility, drawing against un-cleared effect, e.t.c.

- iii. You undertake to indemnify the Bank in full against all legal, professional and any other costs/expenses incurred by the Bank in recovering this facility arising from a default in repayment of the facility on demand; such fees/expenses being in accordance with the Bank's standard scale of fees/expenses at the time of such demand.

Notwithstanding anything to the contrary contained in the agreement, the Bank shall not be obliged to extend any further credit to or make any additional facility to you and the bank expressly reserves the right to terminate this facility and or accelerate the maturity of all indebtedness to the Bank in case of any adverse charges in your financial condition which in the opinion of the bank is materially prejudicial to her interest as a lender.

If the above conditions are acceptable to you, kindly indicate your acceptance by signing and returning the attached copy of this letter.

Yours faithfully,

for: **MBAWULU MICROFINANCE BANK LTD., NNEWI**



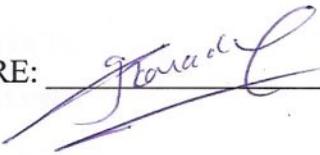
**CREDIT MANAGER**



**MANAGING DIRECTOR**

**Accepted by me:**

NAME: Humphrey Ngorah OCCUPATION: Trading

SIGNATURE:  DATE: 05/03/12

# EXHIBIT C

# BILL OF SALE

DEALER DOMINION autos LLC  
 ADDRESS 7001 peachtree Industrial Blvd CITY Norcross  
 STATE Georgia ZIP 30092  
 PHONE 678 668 6545 SALES PERSON Gnaka Ekwuatu  
 DATE 6-28-12 STOCK NO. \_\_\_\_\_

BUYER OBINNA NGONADI  
NGOBROS COMPANY CO-BUYER \_\_\_\_\_  
 D.L. # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 ADDRESS 11 IHIALA STREET ADDRESS \_\_\_\_\_  
 CITY NIKEI - ANAMBRA STATE CITY \_\_\_\_\_  
 STATE NIGERIA ZIP \_\_\_\_\_  
 HM PHONE \_\_\_\_\_ HM PHONE \_\_\_\_\_  
 BUSINESS \_\_\_\_\_ CELL \_\_\_\_\_

## PURCHASE VEHICLE

YEAR	MAKE	MODEL	BODY STYLE	COLOR	SERIAL NUMBER	MILEAGE
2012	TOYOTA	CAMRY	Sedan		6VIN# 204938	46

DESCRIPTION OF TRADE-IN			SELLING PRICE
YEAR	MAKE		24,487.00
MODEL	MILEAGE		TRADE ALLOWANCE
BODY STYLE	COLOR		DIFFERENCE
SERIAL #			BALANCE
BALANCE DUE ON TRADE-IN \$			DEALER SERVICE FEE (\$)
BALANCE OWED TO:			SERVICE AGREEMENT
LIEN HOLDER PHONE #			SUB-TOTAL
STREET			SALES TAX
CITY ST ZIP			COUNTY TAX RATE %
PAYOFF QUOTED BY: (Good Until)			TITLE AND/OR TAG FEE
			BALANCE OWED ON TRADE-IN
			SUBTOTAL
			TOTAL SALE PRICE
			CASH PAID
			DEFERRED CASH PICKUP DOWN PAYMENT
			BALANCE TO BE FINANCED OR CASH DUE
			Installment Sales Contract to be assigned to:

INSURANCE COMPANY \_\_\_\_\_

AGENT \_\_\_\_\_

PHONE # \_\_\_\_\_

DEALER Dominion autos LLC  
 ADDRESS 700 1 preachtree Industrial Blvd CITY Norcross  
 STATE Georgia ZIP 30092  
 PHONE 678 668 6545 SALES PERSON Emeka Ekwuatu  
 DATE 6-28-12 STOCK NO. \_\_\_\_\_

BUYER OBINNA NGONADI  
ADDRESS AND COMPANY  
 D.L. # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 ADDRESS 11 MIAMI STREET  
 CITY NEWBURGH ANABRA STATE  
 STATE NIGERIA ZIP \_\_\_\_\_  
 HM PHONE \_\_\_\_\_  
 BUSINESS \_\_\_\_\_ CELL \_\_\_\_\_

CO-BUYER \_\_\_\_\_  
 D.L. # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 HM PHONE \_\_\_\_\_  
 BUSINESS \_\_\_\_\_ CELL \_\_\_\_\_

**PURCHASE VEHICLE**

YEAR	MAKE	MODEL	BODY STYLE	COLOR	SERIAL NUMBER	MILEAGE
2012	TOYOTA	CAMRY	SEDAN		116104059764	71

DESCRIPTION OF TRADE-IN		SELLING PRICE	24,189.00
YEAR	MAKE	TRADE ALLOWANCE	
		DIFFERENCE	
MODEL	MILEAGE	BALANCE	
BODY STYLE	COLOR	DEALER SERVICE FEE (\$)	
SERIAL #		SERVICE AGREEMENT	
BALANCE DUE ON TRADE-IN \$		SUB-TOTAL	
		SALES TAX	
BALANCE OWED TO:		COUNTY _____ TAX RATE _____ %	
LIEN HOLDER PHONE #		TITLE AND/OR TAG FEE	
STREET		BALANCE OWED ON TRADE-IN	
CITY _____ ST _____ ZIP _____		SUBTOTAL	
PAYOFF QUOTED BY:		TOTAL SALE PRICE	
(Good Until)		CASH PAID	
		DEFERRED CASH PICKUP DOWN PAYMENT	
		BALANCE TO BE FINANCED OR CASH DUE	
		Installment Sales Contract to be assigned to:	

INSURANCE COMPANY \_\_\_\_\_  
 AGENT \_\_\_\_\_  
 PHONE # \_\_\_\_\_



BILL OF SALE

This bill of sale provides evidence that a transaction between the buyer and seller has taken place and that the odometer reading has been declared by the vehicle's seller and acknowledged by the vehicle's purchaser. NOTE: If a COURT-ORDERED SALE, attach the court order and provide the case number under the Seller/Transferor Name Below.

On 6-28-12, I/we, Dominion autos llc
Month, Day & Year of Sale/Transfer Seller(s)/Transferor(s)' Full Legal Name(s)
7001 peachtree Industrial Blvd, Norcross Ga 30092
Seller(s)/Transferor(s)' Street Address, City, State & Zip

Court Order Case Number Georgia Tax ID Number
Sold/transferred the following vehicle 2005 NISSAN PICKUP Last 6 VIN 431729
Vehicle Year /Make/Identification Number
To ORIANA NGONADI (NGOBROS AND COMPANY) EXPORT
Purchaser(s)/Transferee(s)' Full Legal Name(s)
11 IHIALA STREET - NEWI - Anambra state
Purchaser(s)/Transferee(s)' Street Address, City, State & Zip

Seller(s)/Transferor(s) further states that there are no liens, security interests, or encumbrances on this vehicle except as listed below:

Lien, Security Interest or Encumbrance Holder(s)' Name(s)
Lien, Security Interest or Encumbrance Holder(s)' Street Address, City, State & Zip

Federal regulations require the seller(s)/transferor(s) to disclose the odometer reading and the purchaser(s)/transferee(s) to acknowledge the odometer reading upon the transfer of ownership of a vehicle that is not exempt from odometer disclosure requirements.

I/we hereby certify that to the best of my/our knowledge the odometer reading is (no tenths) and reflects the total actual mileage of the vehicle unless one of the following statements is checked:

- The mileage on the vehicle is in excess of the mechanical limits of the odometer.
The odometer reading is not the actual mileage - Warning Odometer Discrepancy

Table with 3 columns: Description, Amount, and Tax Rate. Includes rows for Purchase Price (\$14,330), Trade-in Allowance, Taxable Amount, Georgia Sales Tax Rate, Tax Due Amount, Credit, and Georgia Sales Tax Due.

Signature of Purchaser(s)
NGOBROS AND COMPANY
Purchaser(s)/Transferee(s)' Printed Name(s)

Signature of Seller(s)
Dominion autos
Seller(s)/Transferor(s)' Printed Name(s)

Seller's GEORGIA Sales Tax Number (if applicable)

\*Effective January 1, 2006, a Georgia title will not be issued (if title required) for a vehicle purchased out-of-state or purchased pursuant to a court order unless sales tax is not due, paid with the application for title, or proof of payment of Georgia sales tax is submitted, e.g. contract, dealer's invoice, bill of sale showing the amount of Georgia sales tax paid or the seller's valid Georgia sales tax number is recorded on the bill of sale.

# EXHIBIT D

 <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b> Website: www.mscedshipco.com SCAC Code : MSCU		<b>BILL OF LADING No. MSCUT8109096</b> <b>ORIGINAL</b> "Port-to-Port" or "Combined Transport" (see Clause 1)	
SHIPPER: OCEANE CARGO LINK 4851GA HWY 85 UNIT # 102 FOREST PARK, GA 30297 REF# OCL000129		NO. & SEQUENCE OF ORIGINAL B/L's 1 Of THREE NO. OF RIDER PAGES 0	
CONSIGNEE: This B/L is not negotiable unless marked "To Order / To Order of..." here. NGOBROS & COMPANY NIGERIA LIMITED NO. 11 IHIALA STREET NNEWICHI NNEWI ANAMBRA STATE NIGERIA		CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) LLOYDS/IMO NUMBER: 9457000	
NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20) NGOBROS & COMPANY NIGERIA LIMITED NO. 11 IHIALA STREET NNEWICHI NNEWI ANAMBRA STATE NIGERIA CONTACT: ISAAC JONES AIDOO			
VESSEL & VOYAGE NO. (see Clauses 8 & 9) POLARIS J - 1228R		PORT OF LOADING SAVANNAH, GA	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXX
BOOKING REF. 038CHS1010511	SERVICE CONTRACT NUMBER XXXXXXXXXXXXXXXXXXXX	PORT OF DISCHARGE TINCAN/LAGOS, NIGERIA	PLACE OF DELIVERY : (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXX

**PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14**

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Bill of Lading Rider page(s), if applicable)	Gross Cargo Weight	Measurement
MSCU8334680 40' HIGH CUBE SEAL NUMBER 4851084	3 UNPACKED OR UNPACKAGED OF AUTOS AS FOLLOWS:  2012 TOYOTA CAMRY TITLE: 776995121164016 VIN:4TBF1FKXCR204938 VALUE: \$ 21,500  2012 TOYOTA CAMRY TITLE: 772902121108016 VIN:4T1BF1K8CU059764 VALUE: \$ 21,500  2005 NISSAN PICKUP TITLE: VL20120960033 VIN:1N6AD07W55C431729 VALUE: \$ 8500 MARKS AND NUMBERS: VALUE: \$ 52,000  NO SED REQUIRED. AES - X20120629064244  TOTAL NUMBER OF PACKAGES: 3	5,125.594 KGS. 11,300.000 LBS.          TOTAL : 5,125.594 KGS 11,300.000 LBS	

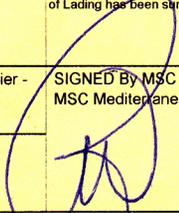
If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. Diversión contrary to US laws is prohibited.

**FREIGHT & CHARGES** Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).

RECEIVED by the Carrier in apparent good order and condition (unless otherwise stated herein) the total number or quantity of Containers or other packages or units indicated in the box entitled Carrier's Receipt for carriage subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.

If this is a negotiable (To Order / of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable.

IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and wherever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXXXX	CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1) 1 cntr	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
PLACE AND DATE OF ISSUE CHARLESTON - 22-JULY-2012	SHIPPED ON BOARD DATE 22-JULY-2012	

# EXHIBIT E

# Mainstreet Bank Plc

0068 - WAREHOUSE ROAD

Receipt Number: 01406092012001349



## NCS PayDirect Payment Acknowledgement

Bank-Branch:  
Deposit Slip Number: **8273013**  
Form M Number: **USED\_VEHICLE**  
Payment Reference Number: **MSB|NCS|06-09-2012|001349**  
Payment Date: **9/6/2012**  
Customs Area Command: **TIN CAN ISLAND(01TC)**  
Customer/Consignee: **NGOBROS & CO. NIGERIA LTD(RC72770)**  
Importer/Declarant: **ALPINA PLUS NIGERIA LTD(RC383342)**  
Assessment Number: **105706**  
SGD Assessment Date: **8/30/2012**  
Total Amount Paid: **N 2,169,189.00**  
Payment Method: **Cash**  
Pay-In-Slip Number: **8273013**

Payment Details:

Tax Type	Tax Code	Amount
DTY	Import Duty	N 1,525,021.00
ETL	ETLS	N 41,253.00
SUR	Surcharge	N 106,754.00
VAT	Value Added Tax	N 496,161.00
Total:		<b>N 2,169,189.00</b>



ASSESSMENT NOTICE

Customs Office: 01TC TIN CAN ISLAND

Identification of the declaration

Model	Customs reference	No & date of assessment	Items
IM4	2012 C 103883	30/08/2012 2012 A 105706 30/08/2012	3

Declarant:	RC383342	ALPINA PLUS NIGERIA LTD 289 AKIN OLUGBADE V/I LAGOS
Reference:	2012/955154	
Company:	RC72770	NGOBROS & CO. NIGERIA LTD 11 IHIALA STREET, NNEWI

Mode of payment  
CASH

Account number :

No and date receipt

Statement number and date

DTY	Import Duty	1525021
SUR	Surcharge	106754
ETL	ETLS	41253
VAT	Value Added Tax	496161

Total items taxes 2169189

Total global taxes 0

Total assessed amount for the declaration 2169189

Amount currently to be paid 2169189

1 DECLARATION	
IM C   4	BIS

8 Consignee No : RC72770  
NGOBROS & CO. NIGERIA LTD

3 Forms	2
---------	---

Customs reference  
Number : C 103883 Date : 30/08/201

31 Packages and description of goods  
Marks and numbers - Containers No(s) - Number and kind  
Marks & n : ONE USED TOYOTA CAMRY  
of packages : CH NO 059764  
Nber & kind : 1 VH  
Vehicle  
Containers No (s) :  
Other used passenger motor vehicles  
>1500cc<=3000cc

32 Item No	33 Commodity code	
2	87032329 26 XXXX XXXX	
34 C.O. code a US b	35 Gross mass	36 Prefer.
	1000.00 kg	
37 PROCEDURE	38 Net mass	39 Quota
4100 000	1000.00 kg	XXXXXX
40 Summary declaration/Previous Document MSCUT8109096		
41 Suppl. units	42 Item price	43 V.M. Code
1	22459	

44 Add infos Doc./ produ. Certif & aut.  
Licence No: XXXXXXXXXXXXXXXXXX / XXXXXXXXXXXXXXXXXX / DQ: XXXXXXXXXXXX  
0 + 0 + 0 + 0 - 0  
A.D.: 001 003 004  
RAR No.:

A I Code	45 Adjustment
	1.000
46 Statistical value	
3500011	

31 Packages and description of goods  
Marks and numbers - Containers No(s) - Number and kind  
Marks & n : ONE USED NISSAN PICK UP  
of packages : CH NO 431729  
Numbers and kind : 1 VH Vehicle  
Containers No (s) :  
Other including fully built units >23  
persons<=30 persons

32 Item No	33 Commodity code	
3	87029012 94 XXXX XXXX	
34 C.O. code a US b	35 Gross mass	36 Prefer.
	1000.00 kg	
37 PROCEDURE	38 Net mass	39 Quota
4100 000	1000.00 kg	XXXXXX
40 Summary declaration/Previous Document MSCUT8109096		
41 Suppl. units	42 Item price	43 V.M. Code
1	8022	

44 Add infos Doc./ produ. Certif & aut.  
Licence No: XXXXXXXXXXXXXXXXXX / XXXXXXXXXXXXXXXXXX / DQ: XXXXXXXXXXXX  
0 + 0 + 0 + 0 - 0  
A.D.: 001 003 004  
RAR No.:

A I Code	45 Adjustment
	1.000
46 Statistical value	
1250148	

31 Packages and description of goods  
Marks and numbers - Containers No(s) - Number and kind  
Marks & n :  
of packages :  
Numbers and kind :  
Containers No (s) :

32 Item No	33 Commodity code	
34 C.O. code a b	35 Gross mass	36 Prefer.
	kg	
37 PROCEDURE	38 Net mass	39 Quota
	kg	
40 Summary declaration/Previous Document		
41 Suppl. units	42 Item price	43 V.M. Code

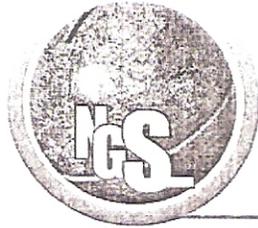
44 Add infos Doc./ produ. Certif & aut.  
Licence No: / / DQ:  
A.D.:

A I Code	45 Adjustment
46 Statistical value	

47 Cal	Type	Tax base	Rate	Amount	MP	Type	Tax base	Rate	Amount	MP	
tion of taxes	DTY	3500011	20.00	700003	1	DTY	1250148	10.00	125015	1	
	SUR	700003	7.00	49001	1	SUR	125015	7.00	8752	1	
	ETL	3500011	0.50	17501	1	ETL	1250148	0.50	6251	1	
	VAT	4266516	5.00	213326	1	VAT	1390166	5.00	69509	1	
Total first item :					979831	1	Total second item : 209527 1				

Type	Tax base	Rate	Amount	MP	Type	Amount	MP
					DTY	1525021	1
					SUR	106754	1
					ETL	41253	1
					VAT	496161	1
Total third item :					G.T.	2169189	1

← RECAPITULATION  
C Office of departure



# NAGLINK

GLOBAL SERVICES LIMITED

Manufacturer's Representatives, Industrialists,  
Customs Licenced Agents, General Contractors and Merchants

Head Office: UNICE Plaza Plot 1, Block 1 Old Ojo Road, Satellite Town, Lagos Nigeria

Tel: 234-1-8033068081, 234-1-8722-82

E-mail: naclinkglobalservices@yahoo.com

nnsprjhn@yahoo.com

## INVOICE

No.:

Date	Port	Waybill No.	Our File No.:
09/01/2013	Tincan		2012210

Consignee: **NGOBROS & COMPANY NIGERIA LIMITED**  
C/o mr. Obinna Ngonadi  
11 Ihiala Street Nnewichi, Nnewi  
Anambra State

FORM 'M'

Vessel	Of	Rot No.	B/L No.
MSC SABRINA			MSCUT8109096
Marks and Nos.	Pkgs	Description	Weight
MSCU 8334680	1 X 40FT	S T C 2012 TOYOTA CAMRY 2012 TOYOTA CAMRY	5125.594 KGS
	CONATINER.	2005 NISSAN PICK-UP ONLY.	11300.000 LBS

Clearing Charges / Agency Fee & Logistics

N1,250,000.00

Customs Duty Paid on 06/09/2012

N2,169,189.00

5% Vat Paid on Expenses.

N 170,959.45

**Total Expenses**

**N3,590,148.45**

SIGN: .....



# EXHIBIT F

**From:** C HINES USCHS EXPORT TRAFFIC LINE ASST MGR  
**Sent:** Tuesday, November 27, 2012 11:10 AM  
**To:** 'Kingston Ansah'  
**Subject:** RE: BL MSCUT8104535

Hi Kingston,

I have forwarded this to MSC Tema, and waiting there response on how to proceed, please note that all charges listed below must be collected prior to loading on the vessel.

Best Regards,  
Chris Hines  
Export Traffic Relay Assistant Line Manager  
MSC Charleston  
Ph: 843.971.4100 Ext. 32177  
Dir: 843.654.6042  
Fax: 843-971-1155  
Mobile: 504-491-9306  
Email: chines@msc.us  
Rate Requests: CHSRELAYRATES@MSC.US  
For Relay Special Equipment email : OOGRAATES@MSC.US

**Please take a moment to let us know how we have served you. Please click here or email [customerservicefeedback@msc.us](mailto:customerservicefeedback@msc.us)**

Unless otherwise noted, all ocean freight quotations are: \* valid for 30 days from the date of original quotation,  
\* subject to equipment availability, \* subject to any and all tariff additional valid at time of shipment. Inland freight quotations are: \* subject to third party increases valid at time of shipment,  
\* subject to any fuel surcharges valid at time of shipment,  
\* subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit,  
\* subject to availability of inland carrier at time of booking.  
Loading, lashing, securing, blocking and bracing of cargo is for shipper's account.  
Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking.

Fw: BL MSCUT8104535

Wednesday, 28 November, 2012 18:07

**From:** "Kingston Ansah" <[oceanecargo@yahoo.com](mailto:oceanecargo@yahoo.com)>

**To:** " [chimaobinna@yahoo.com](mailto:chimaobinna@yahoo.com)" <[chimaobinna@yahoo.com](mailto:chimaobinna@yahoo.com)>

**Cc:** "emekajack2003@yahoo.com" <[emekajack2003@yahoo.com](mailto:emekajack2003@yahoo.com)>

Regards ,

Kingston Ansah  
Oceane Cargo link, LLC

----- Forwarded Message -----

**From:** C HINES USCHS EXPORT TRAFFIC LINE ASST MGR <chines@msc.us>

**To:** Kingston Ansah <oceanecargo@yahoo.com>

**Sent:** Wednesday, November 28, 2012 8:51 AM

**Subject:** RE: BL MSCUT8104535

Hi Kingston,  
Please see below:

In order for us to be able to load container onto the next available vessel sailing 12/11/2012, we would need all local charges at destination to be paid to MSC Ghana as per below, as well as confirmation payment will be paid for demurrage and freight charges from Tema to Tincan.

Please urgently advise.

This start upon receipt of payment for Local Charges (THIRD PARTY COST WHICH ARE NOT TO BE MANIFESTED), plus receipt of EMC adding demurrage charges as Prepaid and Amending POD and Consignee details. As we stand we can push to load on MSC SOPHIE 1250R with ETA 11/12/2012 provided we received payment of local charges by Friday 30/11/2012 and necessary EMCs.

AM REVERTING WITH FINAL COST RATED UP TO 12/12/2012 (DEMURRAGE, STORAGES CHARGES).

Dear Chris,

Please find below revised COST for re-export process (NEW RATED UP DATE IS 12/12/2012): – BL MSCUT8104535

**1. LOCAL CHARGES (NOT TO BE MANIFESTED BUT PAID DIRECTLY TO MSCA GHANA AS THIRD PARTY COST INVOLVED)**

Customs amendment fee	– USD 500.00
Customs documentation	– USD 440.00
Transportation and handling and Entry permit	– USD 500.00
<b>Terminal's charges (storage, etc)</b>	<b>– USD 2579.76 (VAT 15%</b>
<b>INCLUSIVE_RATED UP TO 12 DEC 2012)</b>	
Local administrative fee	– USD 300.00

---

**USD 4319.76**

**PLEASE NOTE IT APPEARS TERMINAL MADE A MISTAKE IN THE CALCULATION OF STORAGE AS THEY USE THE RATE FOR 20' WHILE CONTAINER IS A 40' AS SUCH NOTE STORAGE AMOUNT HAS BEEN**

**AMENDED TO READ CORRECTLY (STORAGE AMT WAS USD 1289.88/20'. SHOULD READ 2579.76 /40'). DETAILED OF STORAGE AMOUNT AVAILABLE ON OUR LOCAL REQUIREMENT.**

**2. DEMURRAGE (TO BE MANIFESTED AS PREPAID):**

Demurrage – **USD 3788.1** (VAT 15% INCLUSIVE\_RATED UP TO 12 DEC 2012 WITH 50% WAIVER APPLIED)

**3. FREIGHT RATE: TEMA TO TINCAN (VIA LAS PALMAS– SAN PEDRO)**

FRT: USD 2000 / 40HC

PAD: USD 40 / 40HC

CSF: USD 11 /40HC

Let us know the outcome.

Please note the freight forwarder would require minimum of 10 working days (counting from date payment is received) to complete all customs processes.

Find below our Bank details for the transfer of the local charges:

Company Name: MSCA GHANA LIMITED

>>

>> Bank: STANDARD CHARTERED BANK GHANA LIMITED

>>

>> Account Type: USD.

>>

>> Account Number: 8700221402900

>>

>> Swift Code: SCBLGHAC

>> Bank Address

>>

>> Standard Chartered Bank Ghana Limited

>>

>> Tema Branch

>>

>> P.O. Box 20

>>

>> Tema Community One.

>>

>> Ghana.

- NOTE WE NEED YOU TO ISSUE EMC ADDING DEMURRAGE CHARGES AS PREPAID
- AN EMC AMENDING POD AND CONSIGNEE AND ADD IN DESCRIPTION CARGO IN TRANSHIPMENT TO TINCAN.
- PLEASE ADVISE FREIGHT PAYMENT TERMS FOR THE LEG TEMA TO TINCAN.

Let try to move quick to avoid further cost.

Best Regards,  
Chris Hines  
Export Traffic Relay Assistant Line Manager  
MSC Charleston  
Ph: 843.971.4100 Ext. 32177  
Dir: 843.654.6042  
Fax: 843-971-1155  
Mobile: 504-491-9306  
Email: chines@msc.us  
Rate Requests: CHSRELAYRATES@MSC.US  
For Relay Special Equipment email : OOGRAATES@MSC.US

**Please take a moment to let us know how we have served you. Please click here or email [customerservicefeedback@msc.us](mailto:customerservicefeedback@msc.us)**

Unless otherwise noted, all ocean freight quotations are: \* valid for 30 days from the date of original quotation,  
\* subject to equipment availability, \* subject to any and all tariff additional valid at time of shipment. Inland freight quotations are: \* subject to third party increases valid at time of shipment,  
\* subject to any fuel surcharges valid at time of shipment,  
\* subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit,  
\* subject to availability of inland carrier at time of booking.  
Loading, lashing, securing, blocking and bracing of cargo is for shipper's account.  
Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking.

**From:** D AYI GHTEM IT/DOC MGR  
<<http://us.mc1208.mail.yahoo.com/mc/compose?to=doc.mgr.tem@mscgh.mscgva.ch>>  
**To:** 'obinna chima' <<http://us.mc1208.mail.yahoo.com/mc/compose?to=chimaobinna@yahoo.com>>  
**Cc:** <http://us.mc1208.mail.yahoo.com/mc/compose?to=oceanecargo@yahoo.com>  
**Sent:** Tuesday, 27 November 2012, 9:45  
**Subject:** RE: MSCUT8109096 + MSCUT8104535  
Dear Sir,

Dear Sir,

Please note per discussion with our Finance Team, regarding MSCUT8104535, They are requesting Shipper's Acceptance of Cost as has always been the case in re-export process. As such i suggest you get in touch with Shipper to contact our office. Moreover nothing has been done in terms of documentation as no Corrections has been received amending POD and Consignee. Surely we cannot catch the vessel for 02/12/2012. Once again we need 10 working days stating from shipper's payment and receipt of necessary correction to start the re-export process.

Remerciements et Salutations  
Many Thanks and Best Regards,

Dominic Ayi  
MSC Ghana Ltd.  
Tel:+233303-206971 (Direct)  
Fax:+233303-200424  
Mob 1.: +23324-4344351  
Mob 2.: +23328-5096288

From: obinna chima  
<<http://us.mc1208.mail.yahoo.com/mc/compose?to=chimaobinna@yahoo.com>> Subject:  
Re: MSCUT8109096 + MSCUT8104535 To:  
"<http://us.mc1208.mail.yahoo.com/mc/compose?to=doc.mgr.tem@mscgh.mscgva.ch>"  
<<http://us.mc1208.mail.yahoo.com/mc/compose?to=doc.mgr.tem@mscgh.mscgva.ch>>  
Cc: "<http://us.mc1208.mail.yahoo.com/mc/compose?to=oceanecargo@yahoo.com>"  
<<http://us.mc1208.mail.yahoo.com/mc/compose?to=oceanecargo@yahoo.com>>, "emeka  
egwuatu"  
<<http://us.mc1208.mail.yahoo.com/mc/compose?to=emekajack2003@yahoo.com>> Date:  
Monday, December 3, 2012, 12:06 PM  
Dear Sirs,

Please, find attached the Telex copy (proof of payment or transfer) for the container billed to NGOBROS AND COMPANY NIGERIA LIMITED.

Regards,

Obinna Ngonadi

NGOBROS AND COMPANY NIGERIA LIMITED.

F20: Sender's Reference

SB/12/0039592

F23B: Bank Operation Code

CRED

F32A: Val Dte/Curr/Interbnk SettlId Amt

121130

USD

[ US DOLLAR ]

8108,00

#8108,00#

F33B: Currency/Instructed Amount

USD

[ US DOLLAR ]

8108,00

#8108,00#

F50K: Ordering Customer-Name & Address

/3100045865

NGOBROS AND COMPANY NIG.LTD

P.O. BOX 1155, NNEWI

ANAMBRA STATE

.NIGERIA

F53B: Sender's Correspondent -Location

/04426973

F57A: Account With Institution - FI BIC

SCBLGHAC

STANDARD CHARTERED BANK GHANA LIMITED

(HEAD OFFICE)

ACCRA GH

F59: Beneficiary Customer-Name & Addr

/8700221402900

MSCA GHANA LIMITED

F70: Remittance Information

/RFB/ FOR BILL OF LADING NO:

//MSCUT8104535 FROM NGOBROS CO LTD

F71A: Details of Charges

BEN

F71F: Sender's Charges

USD

[ US DOLLAR ]

0,00

#0,00#

# EXHIBIT G



# MBAWULU MICROFINANCE BANK LTD.

RC. 274,429.

Zone 16 No. 6-9, Main Market, Nnewi, P.O. Box 1155 Nnewi, Phone:- 046-302720

Our Ref:-

29<sup>th</sup> Nov, 2012.

Your Ref:-

Date: .....

**Mr. H. A. Ngonadi**  
Chairman, Ngobros & Co Nigeria Limited,  
No 11 Ihiala street,  
Nnewichi Nnewi.

Dear Sir,

## OFFER LETTER.

### APPROVED OVERDRAFT FACILITY OF N1, 100,000.00 ACCOUNT NUMBER 1002200

Further to your application dated 28<sup>th</sup> of November 2012 for additional credit facility, Mbawulu Microfinance Bank Limited is pleased to offer **Mr. H. A Ngonadi (trading under the name and style of Ngobros & Co Nigeria Limited.)** an overdraft facility approved by the Board of the bank under the following terms and conditions.

<b>BORROWER:</b>	<u>NGOBROS &amp; CO NIGERIA LTD.,</u>
<b>LENDER:</b>	<u>Mbawulu Microfinance Bank Limited, Nnewi.</u>
<b>AMOUNT:</b>	<u>₦1, 100,000.00</u>
<b>FACILITY:</b>	<u>Overdraft Facility.</u>
<b>TENOR:</b>	<u>90 days</u>
<b>PURPOSE:</b>	<u>To increase working capital.</u>
<b>REPAYMENT SOURCE:</b>	<u>Proceeds from sales.</u>
<b>SECURITY:</b>	<u>2 Stalls at Zone 21 Nos. 141 and 151 Main Market, Nnewi.</u>
<b>FACILITY FEE:</b>	<u>2% flat monthly.</u>
<b>INTEREST:</b>	<u>25%.P.A.</u>
<b>EXPIRY DATE:</b>	<u>90 days from the date of drawn down</u>
<b>CONDITIONS</b>	
<b>SUBSEQUENT TO</b>	
<b>DRAWDOWN:</b>	i. Your account operates strictly within the approved limit.

- ii. You should ensure that adequate lodgments are made regularly into your account to absorb all bank charges.
- iii. You undertake to pay up in full the amount made available to you at the expiration of tenure of the facility.
- iv. All legal and other out-of-pocket expenses arising from following up this facility shall be borne by you.
- v. **Mbawulu Microfinance Bank Limited** reserves the right to set-off overdue debts, installments, interest charges etc from any account maintained in your name and/or the proceeds of your investment.
- vi. **Mbawulu Microfinance Bank Limited** reserves the right to change the rate of interest at any time in line with the dictates of the financial environment etc, inform you in writing and expect you to accept or repay the outstanding balance within seven (7) days of the date of our letter. Where a reply is not received from you, it will be taken as an acceptance of the new rate. Any letter mailed to you using your above address or any other as may be directed by you, will be deemed to have been adequately delivered to you.
- vii. **Mbawulu Microfinance Bank Limited** reserves the right to process and obtain any document needed for the perfection and/or sale of the property offered by you as security and your account debited with the cost of processing and obtaining same if you fail to liquidate your indebtedness to the Bank at the expiration of this facility.

**DEFAULT RATE  
CLAUSE:**

- i. On default, the Bank will in addition to whatever may be her normal charges at the time charge additional fees at rates unilaterally determined by her and for this purpose, the borrower covenants, consents and agrees to pay such rates which are higher than the normal rate.
- ii. **Mbawulu microfinance Bank Limited** reserves the right to take any action necessary to recover their exposure if this facility remains un-serviced and/or unpaid for a continuous period of three (3) months after due date. The following amongst others constitute default – excesses above the authorized limit even if it is for one day, failure to pay the

monthly interest charges as and when due, failure to pay the outstanding balance by the expiration date of the facility, drawing against un-cleared effect, e.t.c.

- iii. You undertake to indemnify the Bank in full against all legal, professional and any other costs/expenses incurred by the Bank in recovering this facility arising from a default in repayment of the facility on demand; such fees/expenses being in accordance with the Bank's standard scale of fees/expenses at the time of such demand.

Notwithstanding anything to the contrary contained in the agreement, the Bank shall not be obliged to extend any further credit to or make any additional facility to you and the bank expressly reserves the right to terminate this facility and or accelerate the maturity of all indebtedness to the Bank in case of any adverse charges in your financial condition which in the opinion of the bank is materially prejudicial to her interest as a lender.

If the above conditions are acceptable to you, kindly indicate your acceptance by signing and returning the attached copy of this letter.

Yours faithfully,

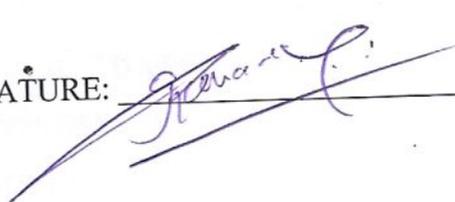
for: **MBAWULU MICROFINANCE BANK LTD., NNEWI**

  
**CREDIT MANAGER**

  
**MANAGING DIRECTOR**

**Accepted by me:**

NAME: Humphrey Ngonab. OCCUPATION: Trading

SIGNATURE: 

DATE: 29/11/12

# EXHIBIT H



# MAND ASSOCIATES (NIG.) LTD.

▪ SURVEYING AND ENGINEERING SERVICES ▪

**Enugu Office:**  
31, Awkunanaw Street,  
Achara Layout,  
P. O. Box 2345,  
Enugu.  
Tel: 042-256980

**Anambra Office:**  
101, Onitsha Road,  
P. O. Box 341,  
Nnewi,  
Tel: 08054632779  
08033381716

NGOBROS AND COMPANY NIGERIA LIMITED  
NO. 11 IHIALA STREET NNEWICHI NNEWI,  
ANAMBRA STATE,  
NIGERIA.

7th November 2012

Dear Sir/Madam

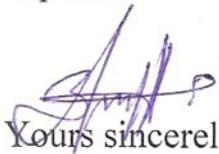
**Re: Cancellation of Purchase Order dated 6th February, 2012**

We hereby cancel the above referenced purchase order.

Under the conditions of the purchase order, the vehicles were to be delivered on or before the 26th of October, 2012. Your failure to deliver within the required time is in breach of the purchase order. We accordingly, have to seek other sources of supply.

Please, be advised that we reserve all our legal rights.

If the above vehicles are in transit, they shall be refused and returned at your expense.

  
Yours sincerely,

# EXHIBIT I



# MBAWULU MICROFINANCE BANK LTD.

RC. 274,429.

Zone 16 No. 6-9, Main Market, Nnewi, P.O. Box 1155 Nnewi, Phone:- 046-302720

Our Ref:-

4<sup>th</sup> November, 2013

Your Ref:- **The Chairman,**  
Ngobros and Company Nigeria Limited,  
No. 11 Ihiala Street Nnewichi,  
Nnewi, Anambra State,  
Nigeria.

Date: .....

Dear Sir,

**RE: DEMAND NOTICE OF ₦13,101,000**

Further to your request dated 1st of November 2013, for an extension on the final facility payment date and desire to complete the payment by 3rd of January 2014, please be advised that Mbowulu Microfinance Bank Limited will offer Ngobros and Company Nigeria Limited an extension in the final facility payment date and suspension on the interest on the facility under the following terms:

1. That Ngobros and Company Nigeria Limited will make a payment of ₦10,725,000 (Ten Million, Seven Hundred and Twenty Five Thousand Naira) only to Mbowulu Microfinance Bank Limited on or before 2nd December 2013.
2. That Ngobros and Company Nigeria Limited will make a payment of ₦2,376,000.00 (Two Million, Three Hundred and Seventy Six Thousand Naira only) to Mbowulu Microfinance Bank Limited on or before the 3rd January 2014 to settle the account in full.
3. Please note that if the first scheduled payment is not met, this offer will become void and the entire balance will be due and payable in full.

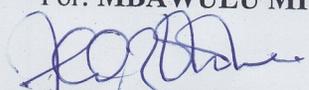
As such, Mbowulu Microfinance Bank Limited reserves the right to proceed with the sale of the property offered by Ngobros and Company Nigeria Limited as collateral, as stated in the terms and conditions of this loan.

Note that this letter serves as a confirmation of the settlement agreement between Mbowulu Microfinance Bank Limited and Ngobros and Company Nigeria Limited.

We trust that this offer is to your satisfaction and we look forward to receiving the payments.

Yours faithfully,

For: **MBAWULU MICROFINANCE BANK LIMITED, NNEWI**

  
**OKEKE CHINWE F**  
**MANAGING DIRECTOR**



# MBAWULU MICROFINANCE BANK LTD.

RC. 274,429.

Zone 16 No. 6-9, Main Market, Nnewi, P.O. Box 1155 Nnewi, Phone:- 046-302720

Our Ref  
Your Ref

LOAN STATEMENT				
ACCOUNT NO	2			Date:
ACCOUNT NAME	NGOBROS AND CO NIGERIA LTD			
ACCOUNT TYPE	LOAN			
ACCOUNT STATUS	ACTIVE			
INTEREST RATE	25%			
FACILITY FEE	2%			
DATE	DEBIT	CREDIT	BALANCE	REMARK
5/3/2012	4,000,000.00		4,000,000.00	Loan Granted
30/3/2012	152,222.00		4,152,222.00	Monthly Interest
30/4/2012	169,435.65		4,321,657.65	Monthly Interest
31/5/2012	179,353.50		4,501,011.15	Monthly Interest
29/6/2012	185,552.15		4,686,563.30	Monthly Interest
21/7/2012	194,507.22		4,881,070.52	Monthly Interest
31/8/2012	202,584.67		5,083,655.19	Monthly Interest
30/9/2012	210,997.55		5,294,652.74	Monthly Interest
31/10/2012	219,759.83		5,514,412.57	Monthly Interest
29/11/2012	1,100,000.00		6,614,412.57	Additional Loan Granted
30/11/2012	270,088.50		6,884,501.07	Monthly Interest
30/12/2012	285,898.02		7,170,399.09	Monthly Interest
31/01/2013	297,770.74		7,468,169.83	Monthly Interest
28/02/2013	294,577.79		7,762,747.62	Monthly Interest
29/03/2013	322,369.66		8,085,117.28	Monthly Interest
30/04/2013	330,142.28		8,415,259.56	Monthly Interest
31/05/2013	349,467.00		8,764,726.56	Monthly Interest
28/06/2013	357,896.92		9,122,623.48	Monthly Interest
31/07/2013	378,842.27		9,501,465.75	Monthly Interest
30/8/2013	394,574.74		9,896,040.49	Monthly Interest

*[Signature]*

# EXHIBIT J

February 18th, 2014

FMC FILE NO. 131146.

**PROOF OF PAYMENT**

This letter is to certify that oceane cargo link, llc paid \$20,000 check issued for March 31st, 2014 to Obinna C. Ngonadi, vice president of NGOBROS & COMPANY (NIG) ltd.

This payment is part payment towards FMC file No. 131146.

*Mr. Kingston Ansah  
Oceane Cargo Link, LLC  
4851 Ga. Hwy. 85, Unit 102  
Forest Park, GA 30297  
Tel: 404-542-6458*



.....  
02/18/2014

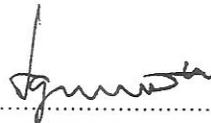
*Mr. Obinna Ngonadi  
Ngonobros and Company Nigeria Limited  
No. 11 Ihiala Street  
Nnewichi, Nnewi  
Anambra State  
Nigeria*



.....  
02/18/2014

*Mr. Emeka Ekwuatu*

*Tel: 678-668-6545*



.....  
02/18/2014

**OCEANE CARGO LINK, LLC**

BS. (404) 857-6632  
4851 GA HWY 85 UNIT 102  
FOREST PARK, GA 30297

1048

64-1341/611

DATE 3/31/2014

PAY TO THE ORDER OF

Obinna C. Ngonadi

\$ 20,000.00

twenty thousand —

DOLLARS



Security Features Details on Back



BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

*AKA*

FOR

FMC file No 131146

⑈00001048⑈ ⑆061113415⑆00052435365⑈

MP

⑈155775800⑈

⑈001073⑈ ⑆022000023⑆

FOR Cost of 1 car meant for replacement  
*held until further notice*

JPMorgan Chase Bank, N.A.  
www.Chase.com



Security Features Details on Back

DOLLARS

\$ 25,000.00

Obinna Ngonadi  
five thousand

PAY TO THE ORDER OF

**OCEANE CARGO LINK, LLC**  
4851 GA. HWY. 85, UNIT 102  
FOREST PARK, GA 30297

DATE 1-2-210  
Open check

1071



0224 4103583 004326 008651 0002/0002

\*111012822\*  
04/17/2014  
2902520782

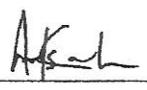
This is a LEGAL COPY of your check. You can use it the same way you would use the original check

RETURN REASON-D  
CLOSED ACCOUNT

\*18290001\*  
\*3248\*  
\*1\*  
\*07443\*

5442226126  
00110001387 04/16/2014

# CLOSED ACCOUNT

<b>OCEANE CARGO LINK, LLC</b> <small>BS (404) 837-6632          4851 GA HWY 85 UNIT 102          FOREST PARK, GA 30297</small>		<b>1048</b> <small>04-1341611</small>
PAY TO THE ORDER OF <u>Obinna C. Ngonadi</u>		DATE <u>3/31/2014</u>
<u>twenty thousand —</u>		<u>\$ 20,000.00</u>
 <small>BRANCH BANKING AND TRUST COMPANY          1-800-BANK-001</small>		DOLLARS
FOR <u>FMC File No 131146</u>		
#00001048# @061113415:0005243953695#		

#00001048# @061113415:0005243953695# ,0002000000,

# EXHIBIT K



## Release and Settlement of Claim

For the sole consideration of **Thirty Seven Thousand Six Hundred Eighty One Dollars and Fourteen Cents (\$37,681.14)** of which to be paid by **Great American Alliance Insurance Co, as Surety** on bond number **7980480** on behalf of **Oceane Cargo Link, LLC as Principal**.

The undersigned hereby releases and forever discharges Surety from all actions, causes of action, suits, claims, counter-claims, damages, accounts, agreements, promises, contracts, invoices, debts, sums, bonds, bills, specialties, controversies, promises, judgements, executions, attachments, and demands of any nature whatsoever, whether in law, equity, or admiralty, which **Ngobros and Company Nigeria Limited** ever had, now has, or hereafter may have by reason of any matter, cause of thing whatsoever, whether known or unknown, asserted or unasserted, liquidated or unliquidated, actual or contingent, direct or indirect, accrued or unaccrued, anticipated or unanticipated, disclosed or undisclosed, relating to, arising under, or as a consequence of the **transportation-related activities of Principal**, or any order of reparation issued by the Federal Maritime Commission, from the bond's effective date to the date of this Release.

This release and settlement of claim does not in any way release the bond principal Oceane Cargo Link from additional damages claimed by Ngobros and Company Nigeria Limited in excess of \$37,681.14. The release contained herein is limited to the settlement amount of \$37,681.14 and claimant Ngobros and Company Nigeria Limited can pursue additional damages in any court of law and equity and may also seek an order of reparations from the Federal Maritime Commission for its damages in excess of the settlement amount of \$37,681.14.

Notwithstanding any provision of this Release to the contrary, Ngobros and Company Nigeria Limited hereby acknowledges that the payment(s) received from Surety is expressly subject to any other claims which may subsequently be asserted against the Bond; and, if as a result of any such claims, a court of competent jurisdiction determines that either Surety's payment to Ngobros and Company Nigeria Limited or the amount thereof was improper, Ngobros and Company Nigeria Limited hereby agrees to reimburse Surety, upon demand, to the extent that Surety's payment exceeds the amount which Ngobros and Company Nigeria Limited was actually entitled to receive under the Bond.

This Release shall be interpreted under the laws of the State of Illinois, reflects the entire settlement agreement between Surety and Ngobros and Company Nigeria Limited, and is not to be construed as an admission of liability on the part of Surety.

IN WITNESS WHEREOF, Ngobros and Company Nigeria Limited has executed this Release, this 10TH day of FEBRUARY, 2015. If this release is executed by a representative or agent of the Ngobros and Company Nigeria Limited, the undersigned warrants that he/she is fully and duly authorized to do so.



**YOU ARE MAKING A FINAL STATEMENT**

**THIS IS A RELEASE: READ BEFORE SIGNING.**

*ON*

\_\_\_\_\_  
Signature Capacity

\_\_\_\_\_  
Capacity (If Representative of Agent)

*OBINNA NGONADI*

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Witness

# EXHIBIT L



---

SEND YOU FOR MISTAKES OR CORRECTIONS YOU WOULD LIKE TO BE MADE. ANY CHANGES MADE AFTER 24 HOURS WILL BE SUBJECT TO A \$150 MANIFEST CORRECTOR FEE AND/OR POSSIBLE CUSTOMS FINES. CHANGES MADE WITHIN 72 HOURS OF SAILING ARE SUBJECT TO A MANIFEST CORRECTOR FEE AS WELL DUE TO NEW E.U. REGULATIONS\*\*\*

Your booking and carriage are subject to terms, conditions, and provisions of the governing Oceane Cargo Link, LLC Bill of Lading. Cutoff and sailing dates and transit times are estimated and given without guarantee and subject to change without prior notice. Please have your trucker confirm earliest pickup and return dates with the port/rail. You will be responsible for any per diem that accrues. If proper documentation is not submitted in time, you will be responsible for rollover and port storage fees. All containers being exported from the USA are subject to random exams by US Customs and you will be responsible for any and all exam costs. There is a NO DOCS/NO LOAD policy. There is NO insurance of any kind included. In case of damages or theft please understand that under maritime law we are only responsible for up to 500 USD per bill of lading. Please secure yourself and take adequate insurance. Rates given are preliminary quotes and are based on the container gate in date. Please note that rates fluctuate monthly. Shippers owned containers are subject to an additional fee.

----- Original Message -----

Subject: Re: FMC File No. 131146

From: obinna chima <<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=chimaobinna@yahoo.com>>

Date: Wed, December 04, 2013 7:15 pm

To: "<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com>" <<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com>>

Cc: emeka egwuatu <<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=emekajack2003@yahoo.com>>

Thanks for your mail.

The reason why I sent this to you was for us to agree on a figure, so we are not going to leave it for another day. Please, we have to arrive at a conclusion before we move on with the payment plan. Or if you prefer, we can have a third party, like FMC to decide. It can become part of the arbitration.

1. Agreed that USD 82,516 which is the direct cost wount be negotiated and its a priority. This can help settle some of the bank dept as well.
2. On the Customs Duty, we have tried, and it can not be transfered to another container, and we are not able to get a refund. You have dealt with customs in Africa before, so you know what I am talking about, thus USD 13, 390 has to be refunded to us. What I can do is to send you the details and the bill of lading so you can send your agents, as the shipper and see if they can collect it from customs.
3. Payment to agent is a payment for service carried out. I will let you decide on what you think its fair.
4. On loss of income, I will let you decide on what you think its fair.
5. The Bank settlement can not be worked out. That is the amount we owe at the end of the day as a result. USD 17,692 plus USD 81,000 which is part of the cost of the vehicle is going straight to the bank.

---

Please, Kingston, think about the fact that we are paying the bank USD 17,692 and USD 81,000 as settlement. And we have paid the customs USD 13,390.

So at the end of the day, the only money we are getting back from this business is what we paid to customs and any compensation you are voluntarily willing to pay us.

We lost the cars and we lost our money. We have accepted the losses and we are movin on. And the more we delay, the more the impact on us.I think a Judge will be sympathetic with us.

Please, lets agree on a figure and move on. I will wait on your response.

**From:** "https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com" <https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com>

**To:** obinna chima <https://uk-mg42.mail.yahoo.com/neo/b/compose?to=chimaobinna@yahoo.com>

**Sent:** Thursday, 5 December 2013, 1:14

**Subject:** RE: FMC File No. 131146

Thanks Obinna for prompt response and your patience throughout this period.

I just reviewed your summary and below are my response.

Please I don't want you to feel I am insensitive at all. You have done all the best you will do for me.

THE AREA HIGHLIGHTED IN YELLOW WHICH IS A TOTAL OF \$81,516 IS MY TOP PRIORITY TO GET IT OUT OF THE WAY FIRST.

THE AREA HIGHLIGHTED IN RED, PLEASE HAS TO BE CONSIDERED A LITTLE BIT.

FIRST OF ALL LETS TAKE CARE OF THE AREAS HIGHLIGHTED IN YELLOW AND LETS DELIBERATE ON THE RED PORTION A LITTLE BIT.

\*\*\*\*\* DUTY TO NIGERIA CUSTOMS: Please can you work out a refund or apply it to another container?

\*\*\*\*\* PAYMENT MADE TO CLEARING AGENTS: Can't you at least get a little refund back?

\*\*\*\*\* LOSS OF INCOME: Please I know you lost money but consider the situation and work out something.

\*\*\*\* BANK SETTLEMENT AGREEMENT: Can you work out something with the bank for possible reduction due to situation on the ground still pending.

Please lets see how this can be worked out, I am ever ready to work this thing out.

Thanks and Regards,  
Kingston Ansa  
Oceane Cargo Link, LLC  
4851 Ga. Hwy. 85  
Unit 102  
Forest park, GA 30297  
Tel: 404-762-7400  
Fax: 404-762-7404

<http://www.oceanecargo.com/>

\*\*\*PLEASE NOTE YOU HAVE TO PROOF AND APPROVE THE NON NEGOTIABLE BILL OF LADING WE SEND YOU FOR MISTAKES OR CORRECTIONS YOU WOULD LIKE TO BE MADE. ANY CHANGES MADE AFTER 24 HOURS WILL BE SUBJECT TO A \$150 MANIFEST CORRECTOR FEE AND/OR POSSIBLE CUSTOMS FINES. CHANGES MADE WITHIN 72 HOURS OF SAILING ARE SUBJECT TO A MANIFEST CORRECTOR FEE AS WELL DUE TO NEW E.U. REGULATIONS\*\*\*

Your booking and carriage are subject to terms, conditions, and provisions of the governing Oceane Cargo Link, LLC Bill of Lading. Cutoff and sailing dates and transit times are estimated and given without guarantee and subject to change without prior notice. Please have your trucker confirm earliest pickup and return dates with the port/rail. You will be responsible for any per diem that accrues. If proper documentation is not submitted in time, you will be responsible for rollover and port storage fees. All containers being exported from the USA are subject to random exams by US Customs and you will responsible for any and all exam costs. There is a NO DOCS/NO LOAD policy. There is NO insurance of any kind included. In case of damages or theft please understand that under maritime law we are only responsible for up to 500 USD per bill of lading. Please secure yourself and take adequate insurance. Rates given are preliminary quotes and are based on the container gate in date. Please note that rates fluctuate monthly. Shippers owned containers are subject to an additional fee.

----- Original Message ----- Subject: Re: FMC File No. 131146  
From: obinna chima <<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=chimaobinna@yahoo.com>>  
Date: Wed, December 04, 2013 11:13 am To: Kingston Ansa  
<<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=oceanecargo@yahoo.com>>  
Cc: "<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com>"  
<<https://uk-mg42.mail.yahoo.com/neo/b/compose?to=kingston@oceanecargo.com>>

**DAMAGES**

As a direct consequence, we have so far incurred losses, in the sum of US \$ 180,628.66 (see table below for the summary of the losses).

Description	US\$ (United States Dolla
-------------	---------------------------

The total cost of the vehicle including accessories, tax and commission	US\$ 63,308.00
Prepaid freight paid to Oceane Cargo Link LLC	US\$ 5,100.00
The funds transferred to MSC Ghana, for the release of the cargo (November 2012) on behalf of Oceane Cargo Link	US\$ 8,108.00
Additional funds paid to Mr. Kingston Ansah of Oceane Cargo for the release of the Cargo	US\$ 5,000.00
Duty payment made to the Nigerian Customs	US\$ 13,390.05
Payment made to the Clearing agent for services	US\$ 8,771.35
Loss of income from the sale of the vehicles	US\$ 59,259.26
Bank Settlement Agreement for the loan secured to finance this transaction is US \$ 81,000 less the cost of the vehicles	US\$ 17,692.00
<b>Total</b>	<b>US\$ 180,628.66</b>

Please, find enclosed:

1. A copy of the back and front page of the Bill of Lading issued by Oceane Cargo Link, LLC
2. A copy of the dealer receipt/invoice of the vehicles inside the Container including the pre-paid freight
3. A copy of the notarized agreement showing Oceane Cargo Link, LLC responsibility for the additional US \$ 8,108 and US \$ 5,000 paid on their behalf
4. A copy of our agent's invoice and receipt of payment to Nigerian Customs for clearing of the vehicles (exchange rate was calculated at NGN 160 per 1 US \$)
5. A copy of Contract to supply the lost vehicles and Copy of Termination of the Contract showing loss of income (exchange rate was calculated at NGN 160 per 1 US \$)
6. A copy of Bank Settlement Agreement on the loan secured to finance the purchase of the vehicles (exchange rate was calculated at NGN 162 per 1 US \$)

