

July 21, 2018

His Excellency

President Donald J. Trump

President of the United States

White House

1600 Pennsylvania Avenue NW

Washington, DC 20500

Hon. Jeff Sessions (US AG)

Hon. Rod Rosenstein (Deputy US AG)

950 Pennsylvania Avenue NW

Washington, DC 20530

Hon. Christopher Wray

FBI Director, Headquarters

935 Pennsylvania Ave NW

Washington, DC 20535

Hon. John Roberts

Chief Justice of United States

US Supreme Court

1 First St NE

Washington, DC 20543

Hon. Rudolph Contreras
Justice of US Federal District Court
333 Constitution Avenue NW
Washington, DC 20001

His Excellency
Secretary General António Guterres
United Nations Secretariat
405 East 42nd Street
New York, NY 10017

His Excellency
President Nana Addo Darkwa Akufo-Addo
Office of the President
Flagstaff House
Accra, Ghana

Hon. Chief Justice of Ghana
Her Ladyship Ms. Sophia Akuffo
Ghana Judicial Service
Supreme Court Building
Accra, Ghana

Dear Your Excellences,

REMINDER

RE: OFFICIAL NOTICE OF AKWASI BOAKYE OSEI (GHANAIAAN) PERMANENTLY OUT OF GHANA'S JURISDICTION (No. 2)

Respectfully, I, Akwasi B. Osei of 1101 Pennsylvania Avenue NW Suite 300, Washington DC 20004, USA, do hereby state that I am a Political Asylee residing permanently in the US with my family. My family and I have been permanently out of Ghana's Jurisdiction from December 18, 2014 and admitted in the United States from December 19, 2014 to date. *Please see attached copy of my Official Notice of February 28, 2018 addressed to President Nana Akufo-Addo and Ghana Chief Justice in relation to Fidelity Bank Ghana Limited as **Exhibit "ABO8"**.*

Respectfully, in this attached Notice to Ghana Government, I brought to President Nana Akufo-Addo's Government attention that Fidelity Bank Ghana is in a grand scheme with Standard Chartered Bank Group and its Counsels and their co-conspirators and have fraudulently manufactured Loan Papers to use same in securing Ghana Court Orders to seize and takeover my prime commercial office building popularly known as Adwoa Adjeiwaa Building in Accra Ghana. Fidelity Bank and its Directors fraudulently alleged that Osei owes the Bank and that they have executed several Medium-Term Loan Agreements and other Loan Papers with Akwasi B. Osei, CEO of Ghana Heights Limited. In my Notices to President Akufo-Addo I demanded that Fidelity Bank should release **original** copies of the said Loan Papers for Official Public Inspection since March 2018 and the Bank have failed to do produce the said Loan Papers because there are **no** such thing as Loan Agreements. *Please see attached copies of Osei's Title Deeds of my ownership of my prime office building in Ghana and its photos as **Exhibit "ABO9"***

Prior to Osei's Letter of February 28, 2018, I had notified President Nana Akufo-Addo of Ghana on March 4, 2017 of Fidelity Bank and Standard Chartered Bank Group and their co-conspirators scheme of using fraudulently manufactured Loan Papers in an attempt to procure Ghana Court Orders to seize Osei's office building in Ghana worth over \$82 million. **President Akufo-Addo and his Government on**

repeated request by Osei have turned a blind eye on this unlawful persecution and organized crime scheme hatched against Osei as a Political Asylee in the US.

Attached hereto as **Exhibit "ABO10"** is a true and correct copy of Osei's email and letter exchanges between Fidelity Bank Ghana CEO Jim Baiden and Osei. And Osei's letter response to Ghana's Chronicle Article exposing Fidelity Bank to the general public as **Exhibit "ABO11"**. This attached file is Osei's material evidence that I, Akwasi B. Osei do not owe Fidelity Bank any monies in Loan Facilities, rather Fidelity Bank owes Osei overdue rent of over GHC4,048,121.46 (equivalent of \$887,746.00), including interest till date of final payment.

Attached hereto as **Exhibit "ABO12"** is a true and correct copy of newspaper article of Archbishop Nicholas Duncan Williams from Ghana. Sometime in August 2016 Fidelity Bank's CEO Jim Baiden pleaded with me Osei and introduced Archbishop Duncan Williams as an arbiter to plead on Fidelity's behalf in relation to the Bank owing Osei rent overdue of over \$887,746.00. It turned out that the Archbishop Duncan Williams is part of this organized crime scheme hatched against Osei, my family, my businesses and assets.

Respectfully, Your Excellences, in my recent letter to your good offices, I brought to your kind attention that Standard Chartered Bank Group and its Counsels at Baker & McKenzie LLP and their co-conspirators are desperately colluding with some past and present government officials of Ghana including Ghana Court Officers in securing Ghana Court Orders to defraud Osei in the US and to use same to seize and takeover all of my Businesses and Assets. *Please see attached hereto copies of Fidelity Bank Ghana Limited 3rd fraudulent Ghana Court Action filed against Osei to procure Ghana Court Orders to seize Osei's office building in Osu, Accra, Ghana as **Exhibit "ABO13"***. The conspirators motive here is to find any means possible under the current Ghana Government to seize my businesses and assets without Osei owing Fidelity Bank any monies in Loan Facilities.

Respectfully, Your Excellences, as a Political Asylee residing permanently in the US, Ghana Judicial Service do not have Jurisdiction over my person, my family, my businesses and assets as mandated by United Nations 1951 Conventions, 1967 Protocols and 2006 Resolutions.

This persecution and attacks against Osei, my family, my businesses and assets started several years ago, and it has become worse under President Akufo-Addo and his Government.

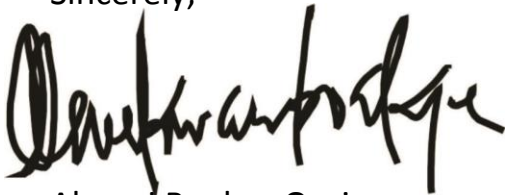
Severity of this wrongful persecution and attacks against Osei, my family, my businesses and assets is because of Osei's new Court Action filed in the US Federal District Court in Washington DC **on fraud on the Court against Standard Chartered Bank Group and its Counsels and co-conspirators including some officials of Ghana Government.**

Please see attached hereto as **Exhibit "ABO14"** copies of Osei's Affidavit in Opposition to Defendants and its Counsels Motion for Extension of Time and Defendants' Motion as **Exhibit "ABO15"**. Respectfully, In these attached papers, Your Excellences would notice that Standard Chartered Bank Group and its Counsels have no material evidence in opposition to Osei's clearly and convincingly material evidence of fraud upon the US Courts committed by Standard Chartered Bank Group's Counsels David Zaslowsky and Laura Zimmerman in US Courts in altering Court Orders to cover-up for Standard Chartered Bank Group crimes committed against US Government and Osei, etc.

Respectfully, Your Excellences, my family and I hope that Ghana Government under President Akufo-Addo will uphold both local and international laws to bring these perpetrators to face full rigorous of the laws.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Akwasi Boakye Osei', written in a cursive style.

Akwasi Boakye Osei

Political Asylee

1101 Pennsylvania Avenue NW Suite 300

Washington, DC 20004

Tel: 202-756-1047

erynkeon@gmail.com

cc:

1. *His Excellency Vice President Dr Alhaji M. Bawumia*
2. *His Excellency, Right Honorable Chief of Staff Madam Frema Opare Osei*
3. *His Excellency, Right Honorable Senior Minister Mr Osafo Marfo*
4. *His Excellency, Right Honorable Professor Mike Oquaye*
5. *Registrar - High Court - General Jurisdiction, Accra, Ghana*
6. *United States Authorities*
7. *General Public*

February 28, 2018

His Excellency

President Nana Addo Darkwa Akufo-Addo

Office of the President

Flagstaff House

Accra, Ghana

Hon. Chief Justice of Ghana

Her Ladyship Ms Sophia Akuffo

Ghana Judicial Service

Supreme Court Building

Accra, Ghana

Dear Mr. President,

REMINDER

RE: OFFICIAL NOTICE OF AKWASI BOAKYE OSEI (GHANAIAN) PERMANENTLY OUT OF GHANA'S JURISDICTION

Respectfully, I, Akwasi Boakye Osei of 590 Madison Avenue Suite 2100, New York, NY 10022, USA do hereby state that I am permanently on Asylum in the United States with my wife and three children. My family and I have been permanently out of Ghana's Jurisdiction from December 18, 2014 to date.

That as a follow-up of all my Notices and Criminal Complaints submitted to your good office and as captioned above including the most recent Notice of January 25, 2018, Fidelity Bank and its Board of Directors namely Edward Effah, Jim

Baiden, Thomas Svanikier and Yoni Kulendi and his Law Firm, Honorable Samuel Atta Akyea and his Law firm, Archbishop Nicholas Duncan Williams, Daniel Awuah-Darko, Standard Chartered Bank and its Board of Directors and their co-conspirators have repeatedly continue on this unlawful behavior of wrongfully conspiring to file Court Actions against my person (Akwası B. Osei), my businesses and companies and assets at the Ghana Court in gross violations of the United Nations Laws relating to Asylees and Refugees.

Again, for the record, Ghana Judicial Service does not have Jurisdiction over my person, my family, my businesses and companies and assets.

For the record, **I do not owe Fidelity Bank any monies in loan facilities** as the evidence presented to your good office shows. Rather Fidelity Bank Limited owes me Landlord of Adwoa Adjeiwaa Building overdue rent of Four Million and Forty-Eight Thousand, One Hundred and Twenty-One Ghana Cedis, Forty-Six Pesewas (**GHC4,048,121.46**), **excluding interest and penalty till day of final payment.**

Respectfully, Your Excellency, Mr President, my Uncle Mr. Isaac Acheampong, Chairman & CEO of Mecham Group of Companies in Accra on February 20, 2018 made a publication in *The Chronicle* on my behalf exposing Fidelity Bank and its Board of Directors wrongful and fraudulent behavior of failing and or refusing to pay all rent overdue from Fidelity to me (Landlord) to date. Please see attached copy of the said publication as **Exhibit "AO5"**. As stated in *The Chronicle* that Fidelity and its Board of Directors **failed** to produce proof of the following:

1. Payment of Rent to the Landlord from February 1, 2013 to January 31, 2018
2. Payment of Withholding Taxes due Ghana Revenue Authority from Landlord's Rent due from Fidelity Bank
3. Proof of Tenancy Agreement that I, Akwası Boakye Osei (Landlord) of Adwoa Adjeiwaa Building executed a Lease Agreement for Fidelity Bank to operate in my Building from February 1, 2013 to January 31, 2018

Fidelity Bank and its Board of Directors having falsely during former President John Mahama's Government fraudulently and wrongfully occupying my Building without Tenancy Agreement, Payment of Rent to Landlord and Payment of Withholding Taxes to Ghana Revenue Authority, have resulted to hide behind

Ghana Judicial System, some Court Officers of Ghana Judicial Service and their co-conspirators to continue their unlawful filing of **fraudulent Ghana Court Actions against my person and my company Ghana Heights Limited without me or my company owing Fidelity Bank**. *Please see attached file of Fidelity's fraudulent Ghana Court Proceeding with Suit No. CM/0094/2018 as Exhibit "AO6".*

Respectfully, Your Excellency, Mr. President, I would attached for a second time, copies of the **fraudulent Loan Papers manufactured by Fidelity Bank and Fidelity's previous Ghana Court Proceeding filed on January 2017 as Exhibits "AO7", "AO8" "AO9" and "AO10"**.

Respectfully, Your Excellency, Mr. President, after I exposed Fidelity Bank and its Board of Directors and their co-conspirators to your good office in my Criminal Complaints dated March 4, 2017 and September 4, 2017 including all of my other Criminal Complaints and Notices submitted to your good office and Fidelity Bank NOT having any evidence in **opposition** to my Criminal Complaints before your office, have resulted to filing fraudulent Ghana Court Action to hide behind Ghana Judicial Service and some Court Officers of Ghana Court.

Finally, Your Excellency, Mr. President, Fidelity Bank and its Board of Directors, Standard Chartered Bank, Honorable Samuel Atta Akyea, Yoni Kulendi, Daniel Awuah-Darko, Former President John Mahama and his family and their co-conspirators sent Archbishop Nicholas Duncan Williams to collect copies of my US Court Proceedings against Standard Chartered Bank and Huawei Technologies and to bring it to them in Ghana for the said perpetrators to use it to destroy my Court Actions in the United States against StanChart and Huawei Technologies.

Archbishop Duncan Williams and his American wife came to the US and convinced me to give them copies of my US Court Proceedings for them to keep it in their matrimonial home in Reston, Virginia as backup for me, not knowing the Archbishop and his wife secretly took the said copies of my US Court Proceedings to Ghana to the said perpetrators.

Respectfully, I would make available all these material evidence to the Ghanaian Authorities that would be in charge of the investigation into my Criminal Complaints submitted to your good office.

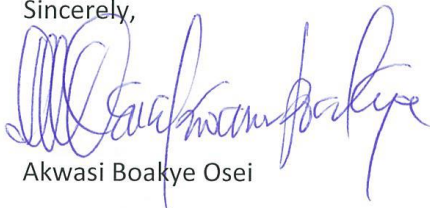


Once again, I humbly submit to your good office and reference to Ghana Judicial Service and the Chief Justice, that I and my family are permanently on Asylum in the United States and **Ghana Judicial Service do not have Jurisdiction over my person, my family, my businesses and companies and assets.**

Respectfully, Your Excellency, Mr. President I am available to meet the Ghanaian Investigation Team in Washington DC or communicate with them via telephone or video conference call.

Thank you Mr President.

Sincerely,



Akwasi Boakye Osei

For and on Behalf of:

Jennifer Osei

Eryn Osei

Keon Osei

Ariale Osei

Ghana Heights Limited

One World Real Estate Management Limited

Accra Business Bay Limited

Airport Business Center Limited

Airport Mega Mall Limited

cc:

1. *His Excellency Vice President Dr Alhaji M. Bawumia*
2. *His Excellency, Right Honorable Chief of Staff Madam Frema Opare Osei*

4

3. *His Excellency, Right Honorable Senior Minister Mr Osafo Marfo*
4. *His Excellency, Right Honorable Professor Mike Oquaye*
5. *Registrar – Commercial Court, Accra, Ghana*
6. *United Nations, New York*
7. *United States Authorities* 

Filed on: 22-02-18
at: 11:48 am/pm
Registrar
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(COMMERCIAL COURT DIVISION 3)
ACCRA-A.D.2018

SUIT NO.CM/BFS/0094/2018

FIDELITY BANK GHANA LIMITED
Ridge Tower
Ridge, Accra

Plaintiff

Vs.

1. GHANA HEIGHTS LIMITED
Ghana Heights Building
Oxford Street, Accra

1st Defendant

2. AKWASI BOAKYE OSEI
590 Madison Avenue
Suite 2100, New York
NY 10022, USA

2nd Defendant

NOTICE OF WRIT OF SUMMONS TO BE SERVED OUT OF THE JURISDICTION
(Order 8 rule 1(2))

TO:

AKWASI BOAKYE OSEI
590 Madison Avenue
Suite 2100, New York
NY 10022, USA

TAKE NOTICE that FIDELITY BANK GHANA LIMITED of Ridge Tower, Accra, Greater Accra Region in the Republic of Ghana has begun an action against you, in the High Court of Justice in Ghana by a writ of summons dated the 2nd day of February 2018, which writ is indorsed as follows:

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
ACCRA

SUIT NO. CM/0094/2018

FIDELITY BANK (GH.) LTD. **PLAINTIFF/APPLICANT**
Ridge Tower
Ridge, Accra

VERSUS

- 1. GHANA HEIGHTS LTD.**
Ghana Heights Building
Oxford Street, Accra
- 2. AKWASI BOAKYE OSEI** **DEFENDANTS**
590 Madison Avenue
Suite 2100, New York
NY 10022, USA



**ORDER TO SERVE NOTICE OF WRIT OF SUMMONS AND
STATEMENT OF CLAIM OUT OF THE JURISDICTION**

(SGD.)
MRS. JENNIFER A. DODOO (J.)
(JUSTICE OF THE HIGH COURT)

UPON READING the Affidavit of DANIEL SAGU OSEI of House No. 9 Palm Avenue, Cochrane Villas Estates, Pokuase, Accra, filed on 14th day of February, 2018 in Support of Motion Ex-parte for Leave to issue Writ of Summons and Statement of Claim Out of the Jurisdiction.

AND UPON HEARING EDNA LOUISA AKULIGA (FOR DANIEL SAGU OSEI), Counsel for and on behalf of the Plaintiff/Applicant herein;

IT IS HEREBY ORDERED that 2nd Defendant be served Notice of the Writ of Summons and Accompanying Statement of Claim out of the Jurisdiction.

IT IS HEREBY FURTHER ORDERED that this be done by registered courier at his address at **590, MADISON AVENUE, SUITE, 2100, NEW YORK, NY 10022, UNITED STATES OF AMERICA.**

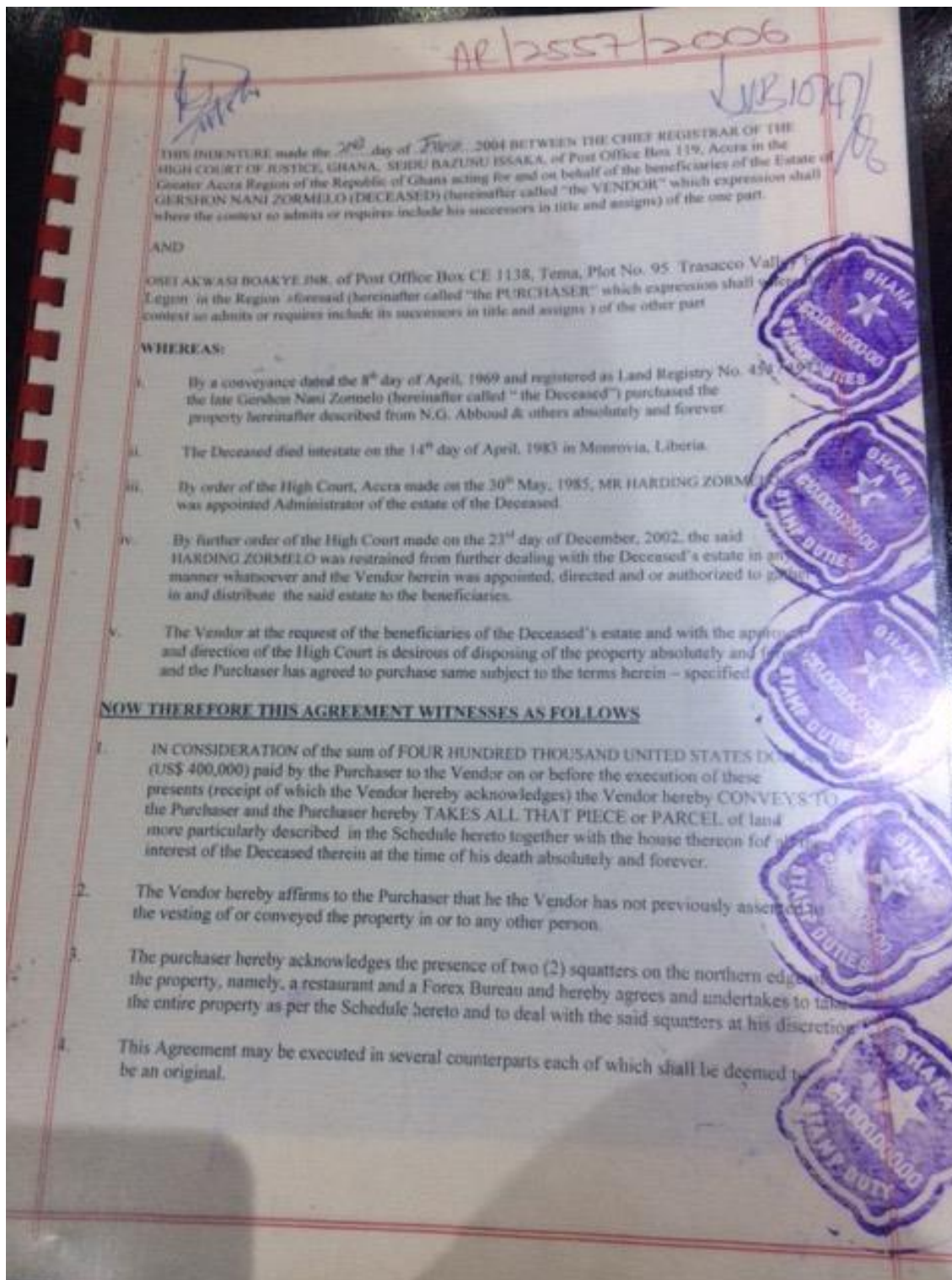
IT IS AGAIN ORDERED that the 2nd Defendant may enter appearance within 21 days.

GIVEN UNDER MY HAND AND THE SEAL OF THE HIGH COURT OF JUSTICE (COMMERCIAL DIVISION), ACCRA
THIS 19TH DAY OF FEBRUARY, 2018.

CERTIFIED TRUE COPY

REGISTRAR
HIGH COURT
COMMERCIAL DIVISION, ACCRA

(SGD.)
STEPHEN AFOTEY (MR.)
REGISTRAR



LOCALITY
CHRISTIANBORG

DISTRICT
ACCRA

REGION
GREATER ACCRA

Based on LTR No. 08/24

PLATE BRANCH CHIEF

GA-03/24/32

$$\frac{169^{\circ}55'}{45^{\circ}7'}$$

GA-03/24/31

EMMANUEL O BAMPOE
LICENSED SURVEYOR

FILED FOR
JAN 25 1964

PS95 ACCRA

APPROVED BY
THE REGIONAL SURVEYOR
& WATER ACCOUNTS
2008

In Witness Whereof The Parties Hereto Have Hereunto Set Their Hands And Seals The Day And Year First Above - Written.

SCHEDULE

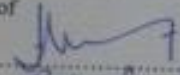
ALL THAT PIECE OR PARCEL of land situate lying and being at CHRISTAINBORG, OSU, ACCRA bounded on the NORTH by a PROPOSED ROAD measuring One Hundred and Thirty Feet (130'0") on the SOUTH by the property of DOWUONA HAMMOND measuring Ninety - Three Feet Nine Inches (93' 9") on the EAST by the property of E.E. HAMMOND LAING measuring One Hundred and Fifty Eight Feet Nine Inches (158'9") and on the WEST the by the CHRISTAINBORG - CANTONMENTS MOTOR ROAD and measuring One Hundred and Fifty - Two Feet Six Inches (152' 6") containing an approximate area of 0.40 Acre or 0.16 Hectare more or less the same being more particularly delineated on the Plan attached hereto and thereon edged PINK.

Signed Sealed And Delivered by the said
VENDOR THE CHIEF REGISTRAR OF THE
HIGH COURT OF JUSTICE, Seidu Bazumu Issaka
Acting for and on behalf of the Beneficiaries
Of the Estate of GERSHON NANI ZORMELO
(Deceased) and per the order of the High Court of
Justice, Accra.

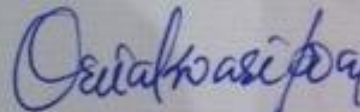

CHIEF REGISTRAR
HIGH COURT
VENDOR
ACCRA

In The Presence of

WITNESS:

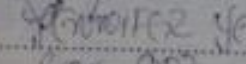

Rexford Aguel
High Court Accra

Signed Sealed And Delivered by
The said Purchaser OSEI AKWASI BOAKYE JNR.


PURCHASER

In The Presence of

WITNESS:


Jonathan Yeroah
Box 907
T.G.H.

June 2004, I was present and was SEIDU BAZUNU ISSAKA Chief Registrar of
High Court duly executed the instrument now produced to me and marked "A" and that the said
BAZUNU ISSAKA can read and write.

Sworn At Accra
This 2nd Day of June 2004


DEPONENT

BEFORE ME



On the 2nd day of June 2004 at 2:10 O'clock in the afternoon this instrument
before me by the oath of the within-named Rexford Cymal to have been duly
within-named SEIDU BAZUNU ISSAKA.



Dated The day of June 2004

IN ACCORDANCE WITH SECTION 12 OF THE SUGAR ACT 1955 I CERTIFY THAT IN MY OPINION THIS INSTRUMENT IS CHARGEABLE WITH A DUTY OF

BETWEEN

The Chief Registrar of the High Court of Justice, SEIDU BAZUNU ISSAKA acting for and on behalf of the beneficiaries of the Estate of GERSON NANI ZORMELO (Deceased) and in order of the High Court of Justice, Accra.

AND

OSEI AKWASI BOAKYE

INDENTURE

PRESENTATION FEE PAID
100,000.00
LOS 1990811
17-3-06

SOLICITOR OF THE SUPERIOR COURT OF JUDICATURE

PRESENTED TO LAND COMMISSION - ACCRA
17-3-06



EXHIBIT "ABO10"

Gmail - Fw: Issues with the Bank

<https://mail.google.com/mail/u/0?ik=fbf1f6dd25&view=pt&search=a>



dodzi dorkenoo <dodzidork@gmail.com>

Fw: Issues with the Bank

4 messages

akwasi osei <erynkeon@gmail.com>

Wed, Jul 27, 2016 at 4:09 AM

To: Charleskgyasi <Charleskgyasi@gmail.com>, dodzi <Dodzidork@gmail.com>

Please see below

From: Jim Baiden <jbaiden@myfidelitybank.net>

Sent: Wednesday, July 27, 2016 05:40

To: Akwasi Boakye Osei; Akwasi Boakye Osei

Subject: Issues with the Bank

Dear Akwasi,

My bro, it's been quite a while of "no see, no hear". I trust that by the kind mercies of God you are doing great in your new base in the US.

We received your two letters on 25th July & 26th July respectively.

My bro there are a lot of catching up to do on the business relationship and I will KINDLY implore my younger brother Akwasi to please work with me to resolve all the issues to our mutual satisfaction.

For your confidential information, I have just been appointed the new Managing Director of Fidelity Bank (subject to BOG approval next week so it has not been announced yet) so my bro your senior bro is now running the Bank and I am reaching out to you to help me solve this problem quietly and successfully.

Edward has also been appointed the Group Chairman of the Bank and its subsidiaries and is

in London at the moment.

First of all, I will kindly ask you to give us enough time to do the reconciliations with your Auditors and establish all the facts of payments that have been made or not made and then

we will go to the second stage. Kindly give me the telephone number of your Auditor, Mr. Robert Agyemang so I can meet with him immediately.

Finally I will like to call you on phone sometime today; please let me know what time I can call you.

My bro its been a long time, let's do this together as brothers in Christ and God will bless you a lot more. Thank you for your attention and kind consideration.

Best regards,

Jim Baiden

Deputy Managing Director

O: +233-302-684181

C: +233-244-320691

Fidelity Bank Ghana Limited

Ridge Tower

Ridge, PMB 43

Cantonments - Accra

www.fidelitybank.com.gh

• • •

DISCLAIMER: This email and any attachments are confidential and are intended solely for the addressee. If you are not the addressee tell the sender immediately and destroy it. Do not open, read, copy, disclose, use or store it in any way, or permit others to do so. Emails are not secure and may suffer errors, viruses, delay, interception, and amendment. Fidelity Bank and its subsidiaries do not accept liability for damage caused by this email and may monitor email traffic.

Akwasi Osei <akwasibosei@gmail.com>

Wed, Jul 27, 2016 at 5:29 AM

To: Charleskgyasi <Charleskgyasi@gmail.com>, dodzi <Dodzidork@gmail.com>

Please see below

From: akwasi osei <erynkeon@gmail.com>

Sent: Wednesday, July 27, 2016 07:21

To: Jim Baiden; Akwasi Boakye Osei

Subject: Re: Issues with the Bank

Good morning Mr. Baiden,

Thank you for your mail.

Indeed is been quite awhile since I left Accra permanently with my family to the US for our permanent resettlement. By His Grace, myself, my wife and our three children are very well. It's very interesting sometimes when I ask my children anytime we are at the restaurant, say after church service for brunch whether they want to go to Ghana? Surprisingly, they all goes, daddy you can go alone but leave our mummy with us. My little boys always goes, we are from here (the US), we are not going back to Ghana again. Our school here is far better done Lincoln Community School, and there are a lot to do in the US.

I made this decision to relocate permanently to the US when myself and my immediate family's lives came under severe attack because of my firm stand in GOD, OUR LORD JESUS CHRIST and the HOLY SPIRIT, and also my bold proclamation as posted on my building glass wall. In addition, my case against SCB Group and the victory God gave me and my family through Our Lord Jesus Christ on December 11, 2014, when the High Court rendered it's judgement in my favor. I am sharing all these with you as a big brother in the same faith. Sometimes people in the Occult thinks they are smarter than God, and can manipulate the purposes of God for our lives. Our enemies shall always fail as Scripture says. One day, myself and your goodself will meet anytime you happen to be in New York City.

Back to business, I am not using my former auditor (Robert Agyemang), anymore. I stop using his services since early last year to date.

In Fidelity's letter to me dated February 14, 2012, it was agreed between my person and Fidelity that the outstanding facility account balance as January 1, 2012, was GHC5,387,270.51.

Fidelity's Lease Agreement for the ATM Space expired on December 30, 2011; and it's Lease Agreement for the Osu Branch Space expired on December 30, 2012, for the initial five (5) year term. From December 31, 2011 and 2012, to date, Fidelity Bank has operated in both the ATM and Banking Hall Space without Lease Agreement and without payment of rent.

Fidelity CANNOT charge interest on the above stated amount until and after all rental payments have been agreed upon and converted from USD to GHC and deducted from the said amount accordingly.

At this stage, I will only accept any proposal going forward, after Fidelity Bank has paid Chardopee Limited all CAM fees due from July 1, 2016, to December 31, 2016. All other issues regarding services will be addressed accordingly and on timely manner. The Building can only fashion properly when CAM fees are paid on time and the service company render its services in the building. In regards to the AC's, soon an understanding is reached on a new lease term, I shall engage an Air-conditioning Company in Accra to install new Central AC's for the new lease term. Although the current AC equipment can be serviced, but I will replace them as promised for Fidelity Bank.

Secondly, Fidelity should pay the ATM rental payment overdue today, Wednesday July 27, 2016. The banking hall rental payments overdue and the new lease term to be agreed upon will be used to pay off 100% facility account outstanding balance, and the balance will be paid to me. After every rental payment is made to me from Fidelity, I shall request the Withholding Tax Certificate of 15% deducted, to be made available to me swiftly without delay.

Jim, I am ready and prepare to do all reconciliation exercises during this period myself. I studied accounting both at high school and in college in the US, but I don't talk about it to anyone.

Again, I am willing and prepare to resolve all issues with your Bank amicably, and only through honesty, sincerity and transparency.

Once again, thank you very much for the email.

Sincerely,
Akwasi Boakye Osei
Landlord

From: Jim Baiden

[Quoted text hidden]

[Quoted text hidden]

Akwasi Osei <akwasibosei@gmail.com>

Wed, Jul 27, 2016 at 6:31 AM

To: Charleskgyasi <Charleskgyasi@gmail.com>, dodzi <Dodzidork@gmail.com>

Please see below

From: akwasi osei <erynkeon@gmail.com>

Sent: Wednesday, July 27, 2016 08:30

To: Jim Baiden; Akwasi Boakye Osei

Subject: Re: Issues with the Bank

Hello Mr. Baiden,

Once again, thank you for your response to my mail.

I will patiently wait on you to bring your proposed reconciliation accounts by Friday July 29, 2016, as stated in your mail to me. Again, the Banking Hall Space rental payment overdue shall be used to offset the agreed outstanding facility account balance.

Respectfully, your Bank must pay the CAM fees today, including the ATM Space rental payment overdue. I just received a call from the management company in the Building that the ECG has gone off, and they have put the generator on, for Fidelity Bank only. I am told there are not enough diesel (fuel), in the generator as I write this mail.

All these CAM fees and rental payments overdue are not acceptable to me as a businessman, and for proper management of the Adwoa Adjeiwaa Building facilities.

Once again, I respectfully demand that Fidelity Bank should pay the CAM fees and the ATM Space rental payment overdue today Wednesday July 27, 2016.

Chardopee Limited needs to pay all Service Providers today and tomorrow. Property Tax and AC parts, etc, needs to be paid today and tomorrow. Any further delays will not be accepted as clearly stated above.

I and my family are here in the City to meet with you anytime you happen to be here. I am also happy for your new position and all these are the doing of the LORD.

Once again, thank you very much.

Sincerely,

Akwasi Boakye Osei

Landlord

From: Jim Baiden

Sent: Wednesday, July 27, 2016 08:03

To: akwasi osei; Akwasi Boakye Osei

Subject: Re: Issues with the Bank

My bro Akwasi,

Thank you for that comprehensive response it shows that you are a child of God and you are for

peaceful co-existence provided we can also give you transparency and trust. I promise to give

you both so that when I come to New York sometime in August or September we can get together

to have a good meal and drink and catch up on the politics in Ghana and US.

I have been doing a reconciliation of your account and I am certain that I can send you something

to use for your reconciliation latest by Friday and then we can look at the areas where there are

differences for resolution.

I will touch on all the areas you have high-lighted including the banking space, ATM space CAM etc

in my mail to you on Friday. Please hold your gun and let me do my reconciliation and come back to

you. Trust me any moneys that must be paid you that are not paid will be paid; I need to finish with

the reconciliation first my bro. Friday is only two days away. Thank you.

Kind regards to your family; will be happy to meet your kids and tell them about things happening

in Ghana.

Yours truly,

Jim Baiden

Deputy Managing Director

O: +233-302-684181

C: +233-244-320691

Fidelity Bank Ghana Limited

Ridge Tower
Ridge, PMB 43
Cantonments - Accra
www.fidelitybank.com.gh

• • •

From: akwasi osei <erynkeon@gmail.com>

Sent: 27 July 2016 12:21:43

[Quoted text hidden]

[Quoted text hidden]

akwasi osei <erynkeon@gmail.com>

Wed, Jun 20, 2018 at 7:20 PM

To: "justiceannan87@gmail.com justiceannan87@gmail.com" <Justiceannan87@gmail.com>, dodzi <Dodzidork@gmail.com>, Akwasi Osei <akwasibosei@gmail.com>

----- Forwarded message -----

From: **Jim Baiden** <jbaiden@myfidelitybank.net>

Date: Fri, Jul 29, 2016 at 7:50 AM

Subject: Re: Issues with the Bank

To: akwasi osei <erynkeon@gmail.com>, Akwasi Boakye Osei <akwasibosei@gmail.com>

Dear Akwasi,

My reconciliation statement with explanatory notes will be forwarded to you in this afternoon. Meanwhile

we are paying the CAM for this year now.

My bro. I just received your letter dated 29th July 2016.

We are brothers in Christ and therefore you and I should resolve this thing and make God proud.

I am sure when you see the reconciliation statement and read my explanatory notes you will realize that we have

paid for all space up to 2018 and there will be no need to vacate the Banking Hall. Please

bear with me.

We can also do a telephone conference this afternoon after you have seen my reconciliation and explanatory

notes so we can address any issues you may have.

Thank you.

Kind regards,

Jim Baiden

Deputy Managing Director

O: +233-302-684181

C: +233-244-320691

Fidelity Bank Ghana Limited

Ridge Tower

Ridge, PMB 43

Cantonments - Accra

www.fidelitybank.com.gh

• • •

From: Jim Baiden

Sent: 27 July 2016 1:03 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Akwasi Boakye Osei

March 5, 2018

The Editor

The Chronicle

Accra, Ghana

Dear Sir,

RE: LANDLORD CHASES FIDELITY BANK FOR RENT

I, Akwasi Boakye Osei, I am the majority shareholder of Ghana Heights Limited and Chief Executive Officer of Ghana Heights Limited.

I, Akwasi Boakye Osei Chief Executive Officer of Ghana Heights Limited and the Sole Landlord of Adwoa Adjeiwaa Building wishes to state on record that as per my reconciliation exercise with the Managing Director of Fidelity Bank, Jim Baiden on August 16, 2016, 100% of my Company Ghana Heights Limited indebtedness to Fidelity Bank was paid in full and evidence is attached as shown in Exhibit "F".

Below is my response to Fidelity Bank and its Lawyer's False Publication in *The Chronicle Article of Monday March 5, 2018*:

1. Fidelity Bank ONLY gave Ghana Heights Limited ***Proposal Letter to raise Seven Million Ghana Cedis for my company in a letter dated 18 September, 2007. Fidelity Bank was able to raise only Ghc3,344,618.54 as shown in Exhibit "A" & "B"***. Hence Fidelity Bank's statement in your article Item "1" is completely false and criminal on the part of the Bank.
2. Landlord only executed a Five (5) years Lease Agreement with Fidelity Bank to operate in the Adwoa Adjeiwaa Building commencing from January 1, 2008 to January 31, 2013. There was NO automatic renewal as fraudulently alleged by Fidelity Bank. Fidelity Bank only had the Option to renew the Lease Agreement on or before January 31, 2013 by paying rent to Landlord,

590 Madison Avenue, Suite 2100, New York, NY 10022, USA

Tel: 001 212 521 4245 | Fax: 001 212 521 4099

In God We Trust

Page 1

Akwasi Boakye Osei

3. paying Withholding Tax to Ghana Revenue Authority and also execute a NEW Lease Agreement with the Landlord for a second term of five (5) years which Fidelity Bank failed to do so till this date because of Fidelity's deep connection with Former President John Mahama and his previous Government. Hence one of the major reasons my family and I have sort Asylum in the United States from December 19, 2014 to date. Because there were several assassination threats against my life under Former President John Mahama's Government.
4. I, Akwasi Boakye Osei wishes to state for the record that I have NOT executed any MEDIUM TERM LOAN AGREEMENT with Fidelity Bank. Rather Fidelity Bank and its Board of Directors namely Edward Efah, Jim Baiden, Tommy Svanikier and their co-conspirators have **fraudulently manufactured Loan Agreements with dates of 18 September, 2007 and 9 October, 2012 and other Loan Papers to deceive the public** with the backing of some Ghana Court Officers. **The Chronicle should demand that Fidelity Bank brings out the Originals of the said Loan Papers for inspection and also for the Public to see.** I state for the record also that **Ghana Judicial Service do not have Jurisdiction over my person, my family, my businesses and companies and assets whiles my family and I are permanently on ASYLUM in the United States. Hence, any Fidelity's Ghana Court Proceeding is fraudulent. I have served Official Notices of my Asylum on Ghana Judicial Service, The Executive Government and on the Speaker of Parliament.**
5. Fidelity Bank's item "4" is completely false. I have NOT renewed and or executed any Lease Agreement for Fidelity Bank to operate in my Building starting from February 1, 2013 to January 31, 2018. Fidelity Bank and its Board of Directors with deep involvement of Former President John Mahama and his previous Government forcefully occupied my Building without payment of rent to Landlord, payment of Withholding Taxes and without Tenancy Agreement.

590 Madison Avenue, Suite 2100, New York, NY 10022, USA

Tel: 001 212 521 4245 | Fax: 001 212 521 4099

In God We Trust

Page 2

Akwasi Boakye Osei

6. Fidelity Bank's item "5" is completely false and criminal on the part of Fidelity Bank. Again, as per my person (Landlord's) reconciliation exercise with Jim Baiden CEO of Fidelity Bank on August 16, 2016, the entire 100% indebtedness was paid in full and the Bank was to refund Landlord GHC484,575.67 as at August 16, 2016, but the Bank has failed to do so because of former President John Mahama's deep involvement. *Please see Exhibit "F". Because of the deep trouble Fidelity Bank and its Board of Directors that is upon the Bank, on September 8, 2016, Fidelity's CEO Jim Baiden brought in Archbishop Nicholas Duncan Williams of Action Chapel International as an Arbitrator to help solve their problem for them. The Archbishop with his evil and crooked intentions came to the United States to defraud me and took my Bentley and Monies in dollars and also took material evidence for my case against the said perpetrators in the United States to Fidelity Bank and Board of Directors and their co-conspirators in Ghana. Please see **Exhibit "G"**.*
7. *Because of the fear of the truth coming to the Public, Jim Baiden CEO of Fidelity Bank on 22 September, 2016, sent me a text message pleading with me (Landlord) to be patient with the Bank to avoid any bad press for negative publicity or difficulties. Jim Baiden knowingly that I do not owe Fidelity Bank, affirmed that he was working very hard with the Majority Shareholder of Fidelity Bank (Former President John Mahama) and that I would soon get my Title Documentation of my ownership of the Adwoa Adjeiwaa Building. Please see again **Exhibit "G"**.*
8. *I, Akwasi Boakye Osei have filed Criminal Complaints against Fidelity Bank and its Board namely Edward Efah, Jim Baiden, Thomas Svanikier etc; Standard Chartered Bank; Huawei Technologies Company Limited; Former President John Mahama; Archbishop Nicholas Duncan Williams, Samuel Atta Akyea, Yoni Kulendi and their co-conspirators before the Current Ghana Government and United States Authorities.*

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In God We Trust

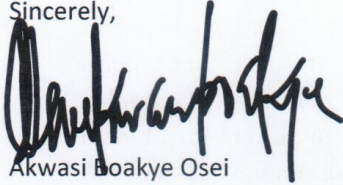
Page 3

Akwasi Boakye Osei

I stand ready to provide *The Chronicle* with any additional material evidence and information needed by your outfit.

Thank you.

Sincerely,



Akwasi Boakye Osei

Landlord of Adwoa Adjeiwaa Building

Chairman & CEO of Ghana Heights Limited

590 Madison Avenue Suite 2100

New York, NY 10022

erynkeon@gmail.com

590 Madison Avenue, Suite 2100, New York, NY 10022, USA

Tel: 001 212 521 4245 | Fax: 001 212 521 4099

In God We Trust

Bu\$ine\$\$



Re: Landlord chases Fidelity Bank for rent

The attention of Fidelity Bank of Ghana Limited (hereinafter referred to as our client) has been drawn to your Tuesday, February 20 2018 edition of The Chronicle newspaper.

In the said edition, one Maxwell Ofori caused to be published an article with the caption: Landlord chases Fidelity Bank for rent; in which it was alleged that Fidelity Bank Ghana Limited has moved out of its branch at Osu as a result of its failure to pay rent.

We categorically state that the publication is false and is skewed in many aspects.

In rebuttal of the many unsubstantiated narrations in your article, kindly find beneath a brief recount of the uncontroverted facts as follows:

1. The Ghana Heights Limited was granted a medium-term loan of seven million Ghana Cedis (GHS7,000,000) in September 2007 by Fidelity Bank Ghana Limited

(hereinafter referred to as Fidelity Bank)

2. That Fidelity Bank entered into an initial five (5) year lease agreement with Ghana Heights Limited, which lease was renewed for a further term of five (5) years, commencing on the 31st of January 2018:

3. That as part of the terms and conditions of the medium-term loan facility granted to Ghana Heights Limited, it was agreed that the rental proceeds from all the tenants of the Ghana Heights building, including Fidelity Bank's rent proceeds for the period of 31st January 2013 to 30th January 2018 will be used to amortise the loan facility:

4. That due to the unreasonable acts and conduct of Ghana Heights Limited, and its Managing Director, Akwesi Osei Boakye, Fidelity Bank decided not to renew its tenancy of the heights building, and, therefore, out of its own accord, moved out

of the premises in the Ghana Heights building prior to the expiration of its tenancy.

5. That as a result of the indebtedness of Ghana Heights Limited to Fidelity Bank, the bank has commenced legal proceedings against Ghana Heights Limited and its Managing Director, Akwesi Osei Boakye, for recovery of the outstanding balance of the loan amount, interest thereon, and general damages for breach of contract among others.

From the foregoing, it is very obvious that Fidelity Bank does not owe Ghana Heights Limited any monies arising out of its tenancy in the Ghana Heights building, and that it is rather Ghana Heights Limited, which, jointly with Akwesi Osei Boakye, is indebted to Fidelity Bank.

The account of events in the article under reference is, therefore, a complete fabrication, far from the truth, actuated by malice, and only intended to damage the hard-won reputation of our client.

Our client believes firmly that at the end of the day, the rule of law will prevail and vindicate the rights of the bank and bring closure to the matter.

Editor's Note: The bank was given ample time of one week, after being contacted twice, to respond to the issue published.

nes in Sokoban Wood Village/FSD impasse

was supplied to the local market.

The Ghana News Agency has gathered that the basis for the FSD's actions was borne out of the suspicion that majority of the woodworkers and traders acquired the timber supplies from illegal sources.

Executive-Member of the Association, said life had become unbearable for the workers since the FSD commenced its illegal seizure of their products and called immediate solution of the impasse.

Source: GNA



FIDELITY BANK

A
Fidelity Bank Limited
Ridge Towers- Ridge, Accra.
PMB 43, Cantonments,
Accra, Ghana
T: +233-21-214490 F: +233-21-678868
www.fidelitybank.com.gh

18th September, 2007

The Chief Executive Officer
Ghana Heights Limited
84 Cantonments Road
Osu Accra

Dear Sir,

RE-SYNDICATED LOAN FACILITY-GH¢7 MILLION

Please be advised that the following charges/fess will apply to the above facility.

Interest: 20% per annum with a mark up margin of 3% payable to the arranger.

Arrangement Fees: 1% flat on the available facility amount

Participation Fees: 0.5% flat on the available facility amount

Processing Fee: 0.5% flat on the available facility amount

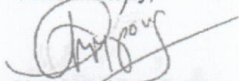
Management Fee: 0.5% yearly of the amount of the loan outstanding

Legal Fee: \$5000.00 flat

Agency Fee: A rate of 0.28% charged on the available facility amount.

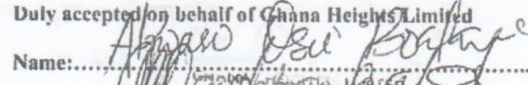
These amounts will be set off from the facility on disbursement and kindly indicate your acceptance by signing the extra copy of this letter.

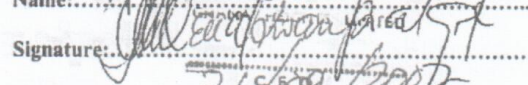
Yours sincerely,


Yaw Agyei-Agyepong
Relationship Manager


Peter Iliasu
Director, Corporate Banking

Duly accepted on behalf of Ghana Heights Limited

Name: 

Signature: 

Date: 21/09/2007



FIDELITY  **BANK**

Fidelity Bank Limited
Ridge Towers- Ridge, Accra.
PMB 43, Cantonments,
Accra, Ghana
T: +233-21-214490 F: +233-21-678868
www.fidelitybank.com.gh

June 10, 2009

The Managing Director
Ghana Heights Limited
P. O. Box CT 2678
Cantonments, Accra

Attn: Mr. Akwasi Boaky-Osei

Dear Sir,

**RE: ADDITIONAL DEBIT ADVICES AND ACCOUNT POSITION IN RESPECT
OF GHANA HEIGHTS SYNDICATION**

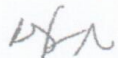
Please find enclosed the specifically requested debit advices in respect of your Account Nos. 1050000335013 and 1050000335057. The table below details outstanding balances for participating investors in the syndication as requested.

OUTSTANDING BALANCES FOR INVESTORS

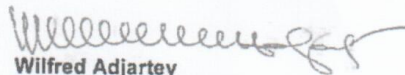
Name of Investor	Balance / Principal (GH¢)	Outstanding Interest (GH¢)
Fidelity Bank Limited	944,618.54	317,768.87
Cocoa Marketing Company	320,000.00	78,684.93
Christ Apostolic Church	320,000.00	78,684.93
Paintsil, Paintsil & Co.	600,000.00	147,534.24
Vanguard Assurance Co. Ltd.	160,000.00	39,342.46
NDK Financial Services	1,000,000.00	267,620.27
TOTAL	3,344,618.54	929,635.70

Please do not hesitate to contact us with any inquiries.

Sincerely,



Peter Abrokwa
Account Officer



Wilfred Adjartey
Head, Manufacturing Desk



FIDELITY BANK

Fidelity Bank Limited
Ridge Towers Ridge, Accra
PMB 43, Cantonments, Accra, Ghana
Accra, Ghana
T: +233-0302 214490 F: +233 21 638868
www.fidelitybank.com.gh

14th February, 2012

The Managing Director
Ghana Heights Limited
P. O. Box
Accra

Attention: Mr. Akwasi Osei Boakyie

Dear Sir,

Memorandum of Understanding – Indebtedness of Ghana Heights Ltd

We write to confirm decisions reached during our meeting held at Fidelity Bank's premises on 8th December, 2011 in respect of your indebtedness.

1. A fixed interest rate of 25% p.a. to be applied on the facility from 26/09/07 (date of disbursement) to 1st January, 2012.
2. An outstanding loan balance of GH¢5,977,759.09 as at 1st January, 2012 based on the applicable interest rate of 25% p.a. will have to be repaid. This amount is made up of GH¢5,387,270.51 as principal and accrued effective interest and GH¢590,488.58 as penal interest charge.
3. The outstanding loan Balance of GH¢5,387,270.51 as at 1st January 2012 will be converted into US Dollar denominated facility and restructured on terms to be agreed between both parties over a period of three (3) years.
4. The Bank is committed to waiving the penal interest of upon satisfactory payment of the restructured facility.
5. An Offer Letter in respect of the restructured facility would be submitted to Ghana Heights Limited for their acceptance once this memorandum of understanding is signed.
6. As part of the conditions, Ghana Heights will be required to assign all rental receivables from the Adwoa Adjeiwaa Building at Osu to Fidelity Bank.

Kindly indicate your acceptance to the foregoing for implementation by signing and returning the original copy of this letter to the Bank. Please return the duly signed copy to the Bank on or before close of business on Monday 29th February, 2012.

Yours faithfully,

Daniel Marfo
Director, Corporate Banking

Jim Baiden
Deputy Managing Director

C1

Signed For Ghana Height Limited

Akwasi Osei Boakye 27/01/2012

Akwasi Osei Boakye,
Managing Director, Ghana Height Limited

Robert Agyemang
Robert Agyemang
Accountant, Ghana Height Ltd



2 1/23





FIDELITY BANK

Fidelity Bank Limited
Ridge Towers-Ridge, Accra.
PMB 43, Cantonments,
Accra, Ghana
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D

18th June, 2012

THE MANAGING DIRECTOR
GHANA HEIGHTS LIMITED
ADWOA ADJEIWAA BUILDING
P. O BOX CT 2678
CANTONMENTS, ACCRA

Dear Sir,

RE-MOU-INDEBTEDNESS OF GHANA HEIGHTS LIMITED

Your letter dated 31st May 2012 on the above subject matter refers

We wish to advise that your outstanding total indebtedness to Fidelity Bank as at 31/05/2012 is
GHC5,732,385.39.

We will need you to update us on the status of your re-financing arrangements.

Counting on your cooperation

Yours faithfully


Fred Obosu

Head, Business Banking


Daniel Marfo

Director, Corporate Banking



akwasi osei <erynkeon@gmail.com>

Ghana Heights Statement

22 messages

Jim Baiden <jbaiden@myfidelitybank.net>
To: Akwasi Boakye Osei <erynkeon@gmail.com>

Tue, Aug 16, 2016 at 7:11 AM

Dear Akwasi,

I have reviewed all your proposals and would like you to review our position for our mutually agreement;

1. Rent advance payment up to July 31, 2021 per your proposal - Gross Rent **GHS 11,535,955.2**
2. Your loan balance as at January 1, 2012 was **GHS 5,387,270.51** and the current balance as at August 11, 2016 is **GHS 11,601,081.15**
3. 85% of the rental proceeds (net of taxes) - **GHS8,334,727.63** would be used to pay down the loan.
4. The payment to Hisense/Hitachi will be made from the 15% due you.
5. Rental/lease agreement will be signed (up to July 2021)
6. The Bank is kindly asking you to share with us your proposal to pay the outstanding balance.
7. Please see the attached spreadsheet representing an analysis of your Bank Statement with explanatory notes.

Kindly review and revert.

Best regards,



K F

dodzi dorkenoo <dodzdork@gmail.com>

Fw: Ghana Heights Statement

4 messages

akwasi osei <erynkeon@gmail.com>

Tue, Aug 16, 2016 at 8:18 AM

To: Charleskgyasi <Charleskgyasi@gmail.com>, dodzi <Dodzdork@gmail.com>

Please see below

From: akwasi osei <erynkeon@gmail.com>**Sent:** Tuesday, August 16, 2016 10:17**To:** Jim Baiden**Subject:** Re: Ghana Heights Statement

Hello Jim,

Good afternoon. Myself and my family are doing very well By His Grace. Hope you and the family are also doing well By His Grace?

I write to acknowledge receipt of your mails this morning US time, and your attached Ghana Heights Statement of Accounts.

I have carefully reviewed Fidelity Bank's proposed Statement of Accounts for Ghana Heights Limited. I was thinking in the right mind, that Fidelity Bank could NOT or should NOT charge interest on the outstanding facility account balance of GHC5,387,270.51, since Fidelity Bank was owing rent overdue of GHC4,750,099.20 (US\$1,199,520), since February 1, 2016, to date. Fidelity Bank is not obligated to continue renting the Banking Hall Space in the Adwoa Adjeiwaa Building, if the Bank does not need the said Banking Hall Space.

Sincerely speaking I reduced the rental charge of \$45sqm/month to US\$40sqm / month for Fidelity Bank, knowing that Fidelity Bank would also do what is right and appropriate. I do remembered in the Bible a king let go of a huge debt owed to his kingdom by a certain man. The man on his way home also met a guy who owed him a small amount of money, and demanded that the man should pay it immediately that same day/hour. The Bible said when the King heard what that man has done, he ordered for the man to be hanged. I sincerely believe it is always kind to treat people with honesty, sincerity and with a kind heart.

Jim, as mentioned in my previous mails to you and Fidelity Bank, **I have been borrowing money at an interest rate of 42% APR, excluding penal interest from January 10, 2012**, to buy equipment parts and maintenances in the Adwoa Adjeiwaa Building to date.

1. Rental Payment from February 1, 2013, to July 31, 2016, was GHC4,750,099.20, due on or

before February 1, 2013.

2. 15% Withholding Tax Payment of GHC712,514.88, is due and owing to Ghana Revenue Authority (GRA). There is NO negotiation on the said Withholding Tax obligation owe to GRA. Please proceed and pay the Withholding Tax Component of GHC712,514.88, today August 16, 2016. Respectfully, I do need the Withholding Tax Certificate immediately for my records.
3. Rental Payment Overdue from February 1, 2013, to August 16, 2016, amounting to GHC4,750,099.20, and was due on or before February 1, 2013. Accrued interest rate of 42%APR on Rent overdue of GHC4,750,099.20, to date is GHC8,063,293.39.
4. Fidelity Bank's Facility outstanding due from Ghana Heights Limited as at January 1, 2012, is GHC5,387,270.51. Accrued interest at agreed rate of 25%APR from January 2, 2012, to August 16, 2016, is GHC6,229,031.53. Fidelity's Facility Principal and Interest outstanding is GHC11,616,302.04.
5. Landlord's Rent and Interest due is GHc12,813,392.59, as paragraph 3, less Withholding Tax Component of GHC712,514.88 = NET RENTAL PAYMENT / INTEREST IS GHC12,100,877.71.
6. Landlord's Net Rent and Interest of GHC12,100,877.71 less / minus Fidelity's Net Facility Principal and Interest of GHC11,616,302.04 = LANDLORD'S NET RENT / INTEREST OF GHC484,575.67.
7. Fidelity Bank should pay the Landlord GHC484,575.67, today August 16, 2016. The Withholding Tax component of GHC712,514.88, must be paid today August 16, 2016.

Jim, in an event Fidelity Bank wishes to continue renting the Banking Hall Space, Fidelity Bank's Rent from August 1, 2016, to July 31, 2021, due is GHC6,785,856.00, less *Withholding Tax component of GHC1,017,878.40, and the NET Rent Due of GHC5,767,977.60, shall be paid to the Landlord today August 16, 2016.*

I have not charged interest on the new Lease Term starting from August 1, 2016, to July 31, 2021. The said new Lease Term rent was due on or before August 1, 2016.

Fidelity Bank owes the Landlord Net Rent of GHC484,575.67 + GHC5,767,977.60 = Landlord's Total Net Rent due is GHC6,252,553.27.

Fidelity Bank shall pay GHC1,017,878.40, to GRA being 15% Withholding Tax component due from the new Lease Term.

Jim, in an event Fidelity Bank decides NOT to rent the Banking Hall Space starting from today, FIDELITY do not need to make any wire transfer to HITACHI Air-conditioning Company Limited. I will do the said purchase of Air-conditioning Equipment by paying HITACHI from my personal account in the US.

Thank you very much.

Sincerely,
Akwasi Boakye Osei
Landlord

From: Jim Baiden
Sent: Tuesday, August 16, 2016 07:11
To: Akwasi Boakye Osei
Subject: Ghana Heights Statement

Dear Akwasi,

I have reviewed all your proposals and would like you to review our position for our mutually agreement;

1. Rent advance payment up to July 31, 2021 per your proposal - Gross Rent **GHS 11,535,955.2**
2. Your loan balance as at January 1, 2012 was **GHS 5,387,270.51** and the current balance as at August 11, 2016 is **GHS 11,601,081.15**
3. 85% of the rental proceeds (net of taxes) - **GHS8,334,727.63** would be used to pay down the loan.
4. The payment to Hisense/Hitachi will be made from the 15% due you.
5. Rental/lease agreement will be signed (up to July 2021)
6. The Bank is kindly asking you to share with us your proposal to pay the outstanding balance.
7. Please see the attached spreadsheet representing an analysis of your Bank Statement with explanatory notes.

Kindly review and revert.

Best regards,

Jim Baiden
Deputy Managing Director
O: +233-302-684181

C: +233-244-320691

Fidelity Bank Ghana Limited

Ridge Tower

Ridge, PMB 43

Cantonments - Accra

www.fidelitybank.com.gh

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akwasi osei <erynkeon@gmail.com>

Tue, Feb 21, 2017 at 7:25 AM

To: dodzi <dodzidork@gmail.com>, Charleskgyasi@gmail.com

Sent from my BlackBerry 10 smartphone.

From: akwasi osei <erynkeon@gmail.com>

Sent: Tuesday, January 31, 2017 9:28 AM

To: afaredonkor@hotmail.com

Subject: Fw: Ghana Heights Statement

Hello Uncle,

Please see below email exchanges between myself and Jim Baiden of Fidelity Bank

From: akwasi osei <erynkeon@gmail.com>

Sent: Tuesday, August 16, 2016 11:44 AM

To: Jim Baiden

Subject: Re: Ghana Heights Statement

Hello Jim,

Upon payment of the Withholding Tax Payments, the Tax Certificates are issued instantly or within three days of Payment. I have been paying Withholding Tax to GRA, and upon payment GRA gives me **original receipt** instantly, and tax certificate also.

I demand that Fidelity Bank should pay the Withholding Tax component of GHC712,514.88 today and submit copy of the Tax Receipt to me today, while we wait for the original tax certificate within

few days.

This Withholding Tax component is overdue from the rental income due since February 1, 2013. The said old rent ended on July 31, 2016. Again, there is NO negotiation on the Withholding Tax component overdue to Ghana Revenue Authority.

Jim, **currently there are NO issues outstanding to resolve.** I believe per your email this morning to me, your Bank demanded for Principal and Interest outstanding to date. **I used your Facility Principal and Interest to date as per your attached spreadsheet of Ghana Heights Statement,** and deducted same from the Net Rental Payment and Interest Due the Landlord to date, and **Fidelity owes the Landlord GHC484,575.67, from rent and interest due February 1, 2013, to August 16, 2016.**

Again, **Jim please have Fidelity Bank pay the Withholding Tax component of GHC712,514.88, today.** If Fidelity Bank wants to continue working in the Building, the new rent due starting from August 1, 2016, to July 31, 2021, must be paid today August 16, 2016.

Jim, respectfully Fidelity Bank should comply with the Landlord's directives to enable us move forward smoothly. In addition, Fidelity Bank is not obligated to rent the Banking Hall Space it currently occupied in the Adwoa Adjeiwaa Building.

Please send me copy of the **original receipt** of the Withholding Tax Payment of GHC712,514.88, today upon payment.

Thank you.

Sincerely,
Akwasi Boakye Osei
Landlord

From: Jim Baiden
Sent: Tuesday, August 16, 2016 11:18
To: akwasi osei
Subject: Re: Ghana Heights Statement

My dear bro, Akwasi,

I have received your mail; I am studying your submissions and will come back to you.

I need to however inform you that when the WHT is paid, the certificate is not issued by GRA until a couple of months later.

For now, we need to reconcile your figures with our calculations and upon agreement by both parties, we will make the payment of the WHT and advise you.

We are working hard on the issues you have raised and will get back to you.

I am working really hard and praying hard too that God will help us to resolve this issue amicably my bro. I need you to HELP ME resolve this issue please. Thanks.

Kind regards,

Jim Baiden

Deputy Managing Director

O: +233-302-684181

C: +233-244-320691

Fidelity Bank Ghana Limited

Ridge Tower

Ridge, PMB 43

Cantonments - Accra

www.fidelitybank.com.gh

• • •

From: akwasi osei <erynkeon@gmail.com>

Sent: 16 August 2016 15:26:14

To: Jim Baiden

Subject: Re: Ghana Heights Statement

Hello Jim,

Good afternoon. Myself and my family are doing very well By His Grace. Hope you and the family are also doing well By His Grace?

I write to acknowledge receipt of your mails this morning US time, and your attached Ghana Heights Statement of Accounts.

I have carefully reviewed Fidelity Bank's proposed Statement of Accounts for Ghana Heights Limited. I was thinking in the right mind, that Fidelity Bank could NOT or should NOT charge interest on the outstanding facility account balance of GHC5,387,270.51, since Fidelity Bank was owing rent overdue of GHC4,750,099.20 (US\$1,199,520), since February 1, 2016, to date. Fidelity Bank is not obligated to continue renting the Banking Hall Space in the Adwoa Adjeiwaa Building, if the Bank does not need the said Banking Hall Space.

Sincerely speaking I reduced the rental charge of \$45sqm/month to US\$40sqm / month for Fidelity Bank, knowing that Fidelity Bank would also do what is right and appropriate. I do remembered in the Bible a king let go of a huge debt owed to his kingdom by a certain man. The man on his way home also met a guy who owed him a small amount of money, and demanded that the man should pay it immediately that same day/hour. The Bible said when the King heard what that man has done, he ordered for the man to be hanged. I sincerely believe it is always kind to treat people with honesty, sincerity and with a kind heart.

Jim, as mentioned in my previous mails to you and Fidelity Bank, **I have been borrowing money at an interest rate of 42% APR, excluding penal interest from January 10, 2012**, to buy equipment parts and maintenances in the Adwoa Adjeiwaa Building to date.

1. Rental Payment from February 1, 2013, to July 31, 2016, was GHC4,750,099.20, due on or before February 1, 2013.
2. 15% Withholding Tax Payment of GHC712,514.88, is due and owing to Ghana Revenue Authority (GRA). There is NO negotiation on the said Withholding Tax obligation owe to GRA. Please proceed and pay the Withholding Tax Component of GHC712,514.88, today August 16, 2016. Respectfully, I do need the Withholding Tax Certificate immediately for my records.
3. Rental Payment Overdue from February 1, 2013, to August 16, 2016, amounting to GHC4,750,099.20, and was due on or before February 1, 2013. Accrued interest rate of 42%APR on Rent overdue of GHC4,750,099.20, to date is GHC8,063,293.39.
4. Fidelity Bank's Facility outstanding due from Ghana Heights Limited as at January 1, 2012, is GHC5,387,270.51. Accrued interest at agreed rate of 25%APR from January 2, 2012, to August 16, 2016, is GHC6,229,031.53. Fidelity's Facility Principal and Interest outstanding is GHC11,616,302.04.
5. Landlord's Rent and Interest due is GHc12,813,392.59, as per paragraph 3, less Withholding Tax Component of GHC712,514.88 = NET RENTAL PAYMENT / INTEREST IS GHC12,100,877.71.
6. Landlord's Net Rent and Interest of GHC12,100,877.71 *less / minus* Fidelity's Net Facility Principal and Interest of GHC11,616,302.04 = LANDLORD'S NET RENT / INTEREST OF GHC484,575.67.
7. Fidelity Bank should pay the Landlord GHC484,575.67, today August 16, 2016. The Withholding Tax component of GHC712,514.88, must be paid today August 16, 2016.

Jim, in an event Fidelity Bank wishes to continue renting the Banking Hall Space, Fidelity Bank's Rent from August 1, 2016, to July 31, 2021, due is GHC6,785,856.00, *less Withholding Tax*

component of GHC1,017,878.40, and the NET Rent Due of GHC5,767,977.60, shall be paid to the Landlord today August 16, 2016.

I have not charged interest on the new Lease Term starting from August 1, 2016, to July 31, 2021. The said new Lease Term rent was due on or before August 1, 2016.

Fidelity Bank owes the Landlord Net Rent of GHC484,575.67 + GHC5,767,977.60 = Landlord's Total Net Rent due is GHC6,252,553.27.

Fidelity Bank shall pay GHC1,017,878.40, to GRA being 15% Withholding Tax component due from the new Lease Term.

Jim, in an event Fidelity Bank decides NOT to rent the Banking Hall Space starting from today, FIDELITY do not need to make any wire transfer to HITACHI Air-conditioning Company Limited. I will do the said purchase of Air-conditioning Equipment by paying HITACHI from my personal account in the US.

Thank you very much.

**Sincerely,
Akwasí Boakye Osei
Landlord**

From: Jim Baiden
Sent: Tuesday, August 16, 2016 07:11
To: Akwasí Boakye Osei
Subject: Ghana Heights Statement

Dear Akwasí,

I have reviewed all your proposals and would like you to review our position for our mutually agreement;

1. Rent advance payment up to July 31, 2021 per your proposal - Gross Rent **GHS 11,535,955.2**
2. Your loan balance as at January 1, 2012 was **GHS 5,387,270.51** and the current balance as at August 11, 2016 is **GHS 11,601,081.15**
3. 85% of the rental proceeds (net of taxes) - **GHS8,334,727.63** would be used to pay down the loan.

4. The payment to Hisense/Hitachi will be made from the 15% due you.
5. Rental/lease agreement will be signed (up to July 2021)
6. The Bank is kindly asking you to share with us your proposal to pay the outstanding balance.
7. Please see the attached spreadsheet representing an analysis of your Bank Statement with explanatory notes.

Kindly review and revert.

Best regards,

Jim Baiden

Deputy Managing Director

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Cantonments - Accra

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akwasi osei <erynkeon@gmail.com>
To: dodzi <dodzidork@gmail.com>, Charleskgyasi@gmail.com

Tue, Feb 21, 2017 at 7:25 AM

Sent from my BlackBerry 10 smartphone.

From: akwasi osei <erynkeon@gmail.com>
Sent: Tuesday, January 31, 2017 9:27 AM
To: afaredonkor@hotmail.com
Subject: Fw: Ghana Heights Statement

Please see below and attached file sent to me from Jim Baiden

From: Jim Baiden <jbaiden@myfidelitybank.net>
Sent: Tuesday, August 16, 2016 7:11 AM
To: Akwasi Boakye Osei
Subject: Ghana Heights Statement

Dear Akwasi,

I have reviewed all your proposals and would like you to review our position for our mutually agreement;

1. Rent advance payment up to July 31, 2021 per your proposal - Gross Rent **GHS 11,535,955.2**
2. Your loan balance as at January 1, 2012 was **GHS 5,387,270.51** and the current balance as at August 11, 2016 is **GHS 11,601,081.15**
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GhanaHeights-Simple Interest Approach.xls
40K

akwasi osei <erynkeon@gmail.com>

To: dodzi <dodzidork@gmail.com>

Mon, Mar 5, 2018 at 1:43 AM

Please print this for The Chronicle

Thank you.

From: akwasi osei <erynkeon@gmail.com>

Sent: Tuesday, August 16, 2016 11:44 AM

To: Jim Baiden

Subject: Re: Ghana Heights Statement

Hello Jim,

Upon payment of the Withholding Tax Payments, the Tax Certificates are issued instantly or within

three days of Payment. I have been paying Withholding Tax to GRA, and upon payment GRA gives me **original receipt** instantly, and tax certificate also.

I demand that Fidelity Bank should pay the Withholding Tax component of GHC712,514.88 today and submit copy of the Tax Receipt to me today, while we wait for the original tax certificate within few days.

This Withholding Tax component is overdue from the rental income due since February 1, 2013. The said old rent ended on July 31, 2016. Again, there is NO negotiation on the Withholding Tax component overdue to Ghana Revenue Authority.

Jim, **currently there are NO issues outstanding to resolve.** I believe per your email this morning to me, your Bank demanded for Principal and Interest outstanding to date. **I used your Facility Principal and Interest to date as per your attached spreadsheet of Ghana Heights Statement,** and deducted same from the Net Rental Payment and Interest Due the Landlord to date, and **Fidelity owes the Landlord GHC484,575.67, from rent and interest due February 1, 2013, to August 16, 2016.**

Again, **Jim please have Fidelity Bank pay the Withholding Tax component of GHC712,514.88, today.** If Fidelity Bank wants to continue working in the Building, the new rent due starting from August 1, 2016, to July 31, 2021, must be paid today August 16, 2016.

Jim, respectfully Fidelity Bank should comply with the Landlord's directives to enable us move forward smoothly. In addition, Fidelity Bank is not obligated to rent the Banking Hall Space it currently occupied in the Adwoa Adjeiwaa Building.

Please send me copy of the **original receipt** of the Withholding Tax Payment of GHC712,514.88, today upon payment.

Thank you.

Sincerely,
Akwasí Boakye Osei
Landlord

From: Jim Baiden
Sent: Tuesday, August 16, 2016 11:18
To: akwasi osei
Subject: Re: Ghana Heights Statement

My dear bro, Akwasi,

I have received your mail; I am studying your submissions and will come back to you.

I need to however inform you that when the WHT is paid, the certificate is not issued by GRA until a couple of months later.

For now, we need to reconcile your figures with our calculations and upon agreement by both parties, we will make the payment of the WHT and advise you.

We are working hard on the issues you have raised and will get back to you.

I am working really hard and praying hard too that God will help us to resolve this issue amicably my bro. I need you to HELP ME resolve this issue please. Thanks.

Kind regards,

Jim Baiden

Deputy Managing Director

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Sent: 16 August 2016 15:26:14

To: Jim Baiden

Subject: Re: Ghana Heights Statement

Hello Jim,

Good afternoon. Myself and my family are doing very well By His Grace. Hope you and the family are also doing well By His Grace?

I write to acknowledge receipt of your mails this morning US time, and your attached Ghana Heights Statement of Accounts.

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Sincerely speaking I reduced the rental charge of \$45sqm/month to US\$40sqm / month for Fidelity Bank, knowing that Fidelity Bank would also do what is right and appropriate. I do remembered in the Bible a king let go of a huge debt owed to his kingdom by a certain man. The man on his way home also met a guy who owed him a small amount of money, and demanded that the man should pay it immediately that same day/hour. The Bible said when the King heard what that man has done, he ordered for the man to be hanged. I sincerely believe it is always kind to treat people with honesty, sincerity and with a kind heart.

Jim, as mentioned in my previous mails to you and Fidelity Bank, **I have been borrowing money at an interest rate of 42% APR, excluding penal interest from January 10, 2012**, to buy equipment parts and maintenances in the Adwoa Adjeiwaa Building to date.

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5. Landlord's Rent and Interest due is GHc12,813,392.59, as per paragraph 3, less Withholding Tax Component of GHC712,514.88 = NET RENTAL PAYMENT / INTEREST IS GHC12,100,877.71.
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GHC484,575.67.

7. Fidelity Bank should pay the Landlord GHC484,575.67, today August 16, 2016. The Withholding Tax component of GHC712,514.88, must be paid today August 16, 2016.

Jim, in an event Fidelity Bank wishes to continue renting the Banking Hall Space, Fidelity Bank's Rent from August 1, 2016, to July 31, 2021, due is GHC6,785,856.00, less Withholding Tax component of GHC1,017,878.40, and the NET Rent Due of GHC5,767,977.60, shall be paid to the Landlord today August 16, 2016.

I have not charged interest on the new Lease Term starting from August 1, 2016, to July 31, 2021. The said new Lease Term rent was due on or before August 1, 2016.

Fidelity Bank owes the Landlord Net Rent of $GHC484,575.67 + GHC5,767,977.60$ = Landlord's Total Net Rent due is $GHC6,252,553.27$.

Fidelity Bank shall pay GHC1,017,878.40, to GRA being 15% Withholding Tax component due from the new Lease Term.

Jim, in an event Fidelity Bank decides NOT to rent the Banking Hall Space starting from today, FIDELITY do not need to make any wire transfer to HITACHI Air-conditioning Company Limited. I will do the said purchase of Air-conditioning Equipment by paying HITACHI from my personal account in the US.

Thank you very much.

Sincerely,
Akwasi Boakye Osei
Landlord

From: Jim Baiden
Sent: Tuesday, August 16, 2016 07:11
To: Akwasi Boakye Osei
Subject: Ghana Heights Statement

Dear Akwasi,

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6. The Bank is kindly asking you to share with us your proposal to pay the outstanding balance.

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Kindly review and revert.

Best regards,

Jim Baiden

Deputy Managing Director

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dodzi dorkenoo <dodzidork@gmail.com>

Fw: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

2 messages

akwasi osei <erynkeon@gmail.com>

Tue, Feb 21, 2017 at 7:25 AM

To: dodzi <dodzidork@gmail.com>, Charleskgyasi@gmail.com

Sent from my BlackBerry 10 smartphone.

From: akwasi osei <erynkeon@gmail.com>

Sent: Tuesday, January 31, 2017 9:29 AM

To: afaredonkor@hotmail.com

Subject: Fw: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Hello Uncle,

Please see below email exchanges between myself and Jim Baiden of Fidelity Bank

From: akwasi osei <erynkeon@gmail.com>

Sent: Wednesday, August 17, 2016 3:19 PM

To: Jim Baiden; Charleskgyasi

Subject: Re: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Hello Jim,

Fidelity Bank did not pay any rental payment to me on February 1, 2013.

I would NOT accept any proposal from Fidelity claiming that Fidelity Bank paid rent to me on February 1, 2013. Any attempt by Fidelity Bank to do that would amount to fraud. If Fidelity believe it's intention is to resolve this rental issue amicably, let's all proceed in doing the right thing as required by law.

Fidelity Bank have not paid any rent to me and also NO Withholding Tax Payment was made on February 1, 2013, to Ghana Revenue Authority. Fidelity Bank should pay the rent overdue Withholding Tax Payment of GHC712,514.88, to GRA tomorrow.

If Fidelity Bank intends to operate in the Building based on the new Lease Term invoice starting from August 1, 2016, to July 31, 2021, I demand that Fidelity Bank should pay the Withholding Tax Payment of **GHC1,017,878.40** to GRA tomorrow.

I look forward to receiving the Withholding Tax Payment receipts and original certificates tomorrow upon payment of the two invoices.

Jim, I have shown sincerity in my dealings with Fidelity Bank and I believe your bank should do same.

Thank you very much.

Best,
Akwasi Boakye Osei
Landlord

From: Jim Baiden
Sent: Wednesday, August 17, 2016 15:45
To: akwasi osei; Charleskgyasi
Subject: Re: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Dear Akwasi,

We have been re-constructing your account according to your expectations so be rest assured

that we are making good progress. Your charging us \$40/sq m is in sync with how much you

charge SG Bank in the same building so that is fair to us. Thanks.

Your 42% interest charge is not acceptable to us because we intentionally kept the interest rate

on your loan at 25% when rates have gone way above 36% in the market. If we are charging you

25% it is only proper that you also charge us 25%. It's as simple as that: we gave you money at

25% and you can assume that you also gave us money at 25%. We are a bank so we don't play in

the non-bank financial institutions market please.

Akwasi I wish to state that we made rent payment on account on February 1 2013 to the tune of

\$1,373,040.00 or GHC2,605,343.20. This amount was used to pay down the outstanding loan

which was GHC5,357,270.51 at the time. We propose to pay the Invoice amount net of the this

payment on account and also the WHT of GHC712,514.88 and advise you of the net position tomorrow.

Best regards,

Jim Baiden

Deputy Managing Director

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C: +233-244-320691

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From: akwasi osei <erynkeon@gmail.com>

Sent: 17 August 2016 18:33:34

To: Jim Baiden; Charleskgyasi

Subject: Re: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Hello Jim,

Good afternoon.

Thanks for the updates.

I look forward to receiving it.

Best,
Akwasí Osei

From: Jim Baiden
Sent: Wednesday, August 17, 2016 09:52
To: akwasi osei; Charleskgyasi
Subject: Re: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Dear Akwasí,

Thank you for your mail; we are working hard on all the issues you have raised.

I'll get back to you with an update on where we are by 6pm Ghana time.

Kind regards,

Jim Baiden

Deputy Managing Director

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C: +233-244-320691

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From: akwasi osei <erynkeon@gmail.com>

Sent: 17 August 2016 00:38:30

To: Jim Baiden; Charleskgyasi

Subject: MANDATE TO HANDOVER ADWOA ADJEIWAA BUILDING TITLE DOCUMENTATION TO CHARLES GYASI AND ADU-BOATENG KESSE

Dear Jim,

Good morning.

I, Akwasi Boakye Osei of 590 Madison Avenue, Suite 2100, New York, NY 10022, USA, hereby **mandates** Fidelity Bank Limited to **handover** my Adwoa Adjeiwaa Building **Title Documentation** to **Charles Gyasi** and **Adu-Boateng Kesse** in the Adwoa Adjeiwaa Building, Osu, Accra, Ghana.

The Adwoa Adjeiwaa Building Title Documentation should be free of all mortgage liens placed on it by Fidelity Bank Limited at the Ghana Lands Commission and / or Land Registry of Ghana.

I am by this letter mandating Fidelity Bank Limited to handover copy of the Withholding Tax Receipt and the original Withholding Tax Certificate of GHC712,514.88, to Adu-Boateng Kesse on August 17, 2016.

Fidelity Bank should handover the cheque payment of the Landlord's Net Rent Income of GHC484,575.67, to Adu-Boateng Kesse.

In an event Fidelity Bank decides to continue operating in the Building, Fidelity should handover the Withholding Tax Receipt and the original Withholding Tax Certificate from the new Lease Term after payment to GRA to Adu-Boateng Kesse on August 17, 2016.

I the Landlord shall provide Fidelity Bank with my US account details for the Net Rental Payment from the new Lease Term to be transferred to my account in the United States.

Thank you very much Jim.

Sincerely,
Akwasi Boakye Osei
Landlord

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akwasi osei <erynkeon@gmail.com>
To: dodzi <dodzidork@gmail.com>

Mon, Mar 5, 2018 at 1:44 AM

Please print this for The Chronicle

Thank you

From: akwasi osei <erynkeon@gmail.com>
Sent: Tuesday, August 16, 2016 7:38 PM

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I the Landlord shall provide Fidelity Bank with my US account details for the Net Rental Payment from the new Lease Term to be transferred to my account in the United States.

Thank you very much Jim.

Sincerely,
Akwasi Boakye Osei
Landlord

"G"

Msg received Sept 8, 2016

Good morning Akwasi. Because of your reaction to the 2018 vrs 2021 date for leaving your property we have decided to bring the noble Archbishop into the picture. I think we urgently need an Arbitrator like the Archbishop otherwise there will be no end to this thing. I will also like to say that Edward has not used your property document as security to take a loan anywhere. Whenever you want to inspect the document, we will make it available for your inspection. Thank you.

Msg received Sept 22, 2016

Good morning my bro...I have been praying that God will give us a peaceful resolution soon. It will not be said that during my tenure as MD of Fidelity Bank the Bank came into the press for negative publicity or difficulties. I am currently in Germany for a very important meeting and will return to Ghana next Tuesday. Meanwhile I am working very hard with the majority shareholder of the Bank to get his support to resolve this problem. He is cooperating well so I am confident that something good will come through very soon. As usual the Archbishop is pulling all plugs to make sure that as two Christian brothers we can resolve this issue without going to court. God bless you Akwasi for bearing with me; we will have a happy ending by God's grace and you will get your documents back. Thank you. Jim



LOCAL

Archbishop Duncan-William leads MASSIVE prayer at inauguration of Donald Trump

Ghanaian preacher, Duncan-Williams delivered the opening prayer to commemorate the colourful ceremony.

BY RICHARD QUASHIE
20 JAN 2017, 4:53 PM

Rebate CTI

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)
ACCRA-A.D.2018

SUIT NO. GJ 496/2018

FIDELITY BANK GHANA LIMITED
Ridge Tower
Ridge, Accra

Vs.

1. AKWASI BOAKYE OSEI
590 Madison Avenue
Suite 2100, New York
NY 10022, USA
2. ISAAC ACEAMPONG
Mecham Group of Companies
Accra



2nd Defendant

NOTICE OF WRIT OF SUMMONS TO BE SERVED OUT OF THE JURISDICTION
(Order 8 rule 1(2))

TO:

AKWASI BOAKYE OSEI
590 Madison Avenue
Suite 2100, New York
NY 10022, USA

TAKE NOTICE that FIDELITY BANK GHANA LIMITED of Ridge Tower, Accra in the Greater Accra Region of the Republic of Ghana has begun an action against you, in the High Court of Justice in Ghana by a writ of summons dated the 28th day of March 2018, which writ is indorsed as follows:

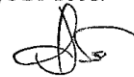
- a. A declaration that the statements contained in the letter of 4th March, 2017, the Chronicle Publication of 20th February, 2018, the "Press Release" of 21st March, 2018 and the "Press Release - (No 2)" of 23rd March, 2018 are defamatory of the Plaintiff.

- b. Damages for Libel in the sum of Twenty Million Ghana Cedis (GH¢ 20,000,000.00) for the harm caused to the reputation of the Plaintiff.
- c. An order of perpetual injunction to restrain the Defendants, whether by themselves, their agents, servants, workmen, privies or any of them or otherwise, howsoever described, from further writing, printing, publishing and/or causing to be written, printed and published the said words or similar statements defamatory of the Plaintiff.
- d. An order of Mandatory Injunction compelling the Defendants to write, print, publish or cause to be written, printed and published a retraction of the defamatory statements made about the Plaintiff.
- e. Costs including Solicitors fees.
- f. Any other relief(s) that this Honorable Court may deem fit.

And you are required within fourteen days (14) days after receipt of this notice, inclusive of the day of receipt, to cause an appearance to be entered for you in the High Court to the said action and in default of your so doing the Court may proceed therein and judgment may be given in your absence. You may enter an appearance in person or by a lawyer either by handing in appropriate forms, duly completed, at the registry of the Court or by sending them to that office by post.

If you enter an appearance, then, unless a summons for judgment is served on you on the meantime, you must also serve a defence on the lawyer for the plaintiff within 14 days after the last day of the time limited for entering an appearance, otherwise judgment may be entered against you without notice.

DATED AT MAALO CHAMBERS, ACCRA, THIS 13th DAY OF JULY 2018.



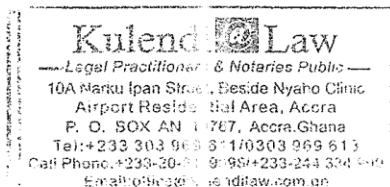
Daniel Sagu Osei

Kulendi@Law

Solicitors for the Plaintiff

GAR/ 19709/18

The Registrar
High Court (General Jurisdiction)
Accra



IN THE SUPERIOUR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
PROBATE AND ADMINISTRATION "1"
ACCRA-GHANA

SUIT NO. GJ 496/2018

FIDELITY BANK GHANA MILITED }
RIDGE TOWER
RIDGE, ACCRA

PLAINTIFF/APPLICANT

VRS.

AKWASI BOAKYE OSEI
590 MADISON AVENUE
SUITE 2100, NEW YORK
NY 10022, USA

ISAAC ACHEAMPONG
MECHAM GROUP OF COMPANIES
ACCRA

DEFENDANTS

JUSTICE DORIS BEMPONG MRS
(JUSTICE OF THE HIGH COURT)

ORDER TO SERVE NOTICE OF WRIT OF
SUMMONS AND STATEMENT OF CLAIM OUT
OF THE JURISDICTION

UPON READING the Affidavit of EMMANUEL KOFI DARKO of H/NO.10A, Narku Ipan Street, Airport Residential Area, Accra the Lawyer and Deponent herein for and on behalf of the Plaintiff/Applicant filed on 27th April, 2018 in Support of Motion Ex Parte for Leave to serve notice of Writ of Summons and Statement of Claim on the 1st defendant out of the Jurisdiction.

AND UPON HEARING EMMANUEL KOFI DARKO ESQ; Counsel for and on behalf of the Plaintiff/Applicant herein;

IT IS HEREBY ORDERED that 1st defendant be served Notice of the Writ of Summons and Accompanying Statement of Claim out of the jurisdiction.

IT IS HEREBY FURTHER ORDERED that this be done by registered courier at his address at 590, MADISON AVENUE, SUITE 2100, NEW YORK NY 10022, UNITED STATES OF AMERICA.

IT IS AGAIN ORDERED that the 1st defendant may enter appearance within 14 days of receipt.

GIVEN UNDER MY HAND AND THE SEAL OF THE
HIGH COURT OF JUSTICE, ACCRA, PROBATE & L/A COURT "1"
THIS 7th DAY OF MAY, 2018

(SGD)
FRANK BROBBEY
REGISTRAR

Mb.

CERTIFIED TRUE COPY
13/6/18
REGISTRAR
HIGH COURT
GENERAL JURISDICTION LCC-ACCRA

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AKWASI BOAKYE OSEI,

Plaintiff

v.

Civil Action No. 1:18-cv-01530-RC

STANDARD CHARTERED BANK

STANDARD CHARTERED BANK NEW YORK

STANDARD CHARTERED BANK GHANA

Defendants

**PLAINTIFF'S AFFIDAVIT IN OPPOSITION TO DEFENDANTS' MOTION FOR
EXTENSION OF TIME**

I, Akwasi B. Osei of 1101 Pennsylvania Avenue NW Suite 300, Washington, DC 20004 being duly sworn according to law, upon my oath hereby depose and say:

1. Plaintiff's response to Defendants Counsel's paragraph 1, I say that per Defendants Counsel's Exhibit "E", Plaintiff's email reply to David Zaslowsky's request for extension of time, Plaintiff's stated because of seriousness of this matter and severity of David Zaslowsky and Laura Zimmerman's malfeasance, I do not believe that it is appropriate for Plaintiff to consent to Defendants Counsels' request, and it may be improper for David Zaslowsky or anyone else from Baker & McKenzie LLP to represent Defendants as mandated by US Supreme Court Law on fraud upon the Court.
2. Plaintiff's response to Defendants' Counsel paragraph 2, respectfully, I say that the Honorable Judge Lorna G. Schofield on June 30, 2015 after Plaintiff's Affidavit of June 29, 2015 exposing Defendants and its Counsels to the Court that David Zaslowsky have procured fraudulent Ghana Court of Appeal Stay Order, Honorable Schofield wrongfully and without allowing

Defendants' Counsel David Zaslowsky to file his response, dismissed Plaintiff's Action initially filed on May 26, 2015 for lack of subject matter jurisdiction under diversity jurisdiction. Respectfully, Your Honor will see that the Honorable Judge Schofield's main reason for dismissing Plaintiff's Action of May 26, 2015 under **diversity jurisdiction** was because Plaintiff is **not** a US Citizen, which violates both UN Laws and US Constitution protecting Asylees and Refugees in the US.

3. Plaintiff's further response to Defendants' Counsel paragraph 2, I say that Plaintiff as a Political Asylee residing permanently in the US and as mandated by United Nations 1951 Conventions, 1967 Protocols and 2006 Resolutions and US Refugee Act of 1980, it invokes Plaintiff's Action under diversity and federal question jurisdiction. The UN Conventions and Protocols mandates under Article 16(2) that Asylees shall enjoy in the US the same treatment as US Citizens in matters pertaining to access to US Courts. In addition, US Immigration Act, Federal Common Law under fraud on the Court and in re "*Dos Santos v. Belmere Luxury Apartments*, 2012 WL 1946134, *3(E.D. La 2012)('A permanent alien is deemed a citizen of the State in which he or she resides'), and in *Bawol Cabiri v. Baffour Assasie-Gyimah*, 921 F. Supp. 1189 (S.D.N.Y. 1996).
4. Plaintiff's response to Defendants' Counsel paragraph 3, I say that in Plaintiff's letter of July 30, 2015, Plaintiff respectfully wrote to Chief Judge of SDNY, Honorable Preska, drawing her kind attention to Defendants' Counsel David Zaslowsky committing fraud upon the US Court by procuring a fraudulent Stay Order from Ghana to deceive and defraud United States Courts and its Government. David Zaslowsky wrongfully alleged to US District Court in SDNY that, all of Plaintiff's claims that Defendants had fraudulently manufactured documents to deceive Ghana Courts in Plaintiff's Action is false. In Plaintiff's response to David Zaslowsky, I furnished the Honorable Court with copies of over 600 pages of Defendants' fraudulently manufactured documents. Judge Schofield ordered the Pro Se Department in SDNY to return the said material evidence exposing Defendants and its Counsels back to Plaintiff. In addition, Your Honor would see that Plaintiff's Action before this Honorable Court **falls under Rule 60(d)(3)**.

5. Plaintiff's answer to Defendants Counsel's paragraph 4, I say that *federal heightened standard under Rule 60(d)(3) based on the victim, the offender, and the relief sought, the Honorable Judge Preska's Order to block Plaintiff from seeking relief under Federal Rule 60(d)(3), violates US Supreme Court Law on fraud on the Court.*
6. Plaintiff's response to Defendants Counsel's paragraph 5, I say that US District Court in SDNY directs a Party to submit his or her Complaint of Misconduct to the Chief Judge of New York Court of Appeals. *Please see in Honorable Chief Judge Robert A. Katzmann of the Second Circuit decision on August 13, 2015, I quote, ".....what such allegations contend is that the Judge got it wrong, not that the Judge engaged in Judicial Misconduct. Properly understood, most of the allegations in the Complaint fall into this category. They seek merely to challenge the correctness of the Judge's ruling in the underlying action - in particular, the Judge's decision to dismiss the complaint for lack of subject matter jurisdiction and to deny the Complainant's request for reconsideration and recusal.... Such challenges can be pursued, to the extent the law allows, only through normal appellate procedure".*
7. Plaintiff's response to Defendants Counsel's paragraph 6, I say that based on *Abusive Discovery as Fraud on the Court and Reevaluating Federal Heightened Standard based on the Offender and His Duty to the Court and Evaluation of the Defendants' Counsels David Zaslowsky and Laura Zimmerman's Conduct under Rule 60(d)(3), by doctoring / altering / forging NYS Supreme Court Order on April 18, 2016 as stated in Plaintiff's Action before this Honorable Court, Defendants' Counsels do not deserve any Extension of Time to file its intended Motion to Dismiss or Answer.*
8. Plaintiff's further answer to Defendants Counsel's paragraph 6, I say that Plaintiff did not consent to Defendants' Counsel David Zaslowsky's request for extension of time because their main objective is to initiate grand schemes in procuring fraudulent Ghana Court Order(s) to deceive and defraud US Courts and its Government, when Ghanaian Courts do **not** have jurisdiction over Plaintiff Osei as a Political Asylee residing permanently in the US. Defendants Counsel David Zaslowsky's previous Motion for

Extension of Time filed in NYS Supreme Court was **denied** by the Court on April 18, 2016 because of the egregious fraud upon the Court committed by David Zaslowsky and Laura Zimmerman, etc. *Please see attached hereto copy of NYS Supreme Court Order denying Defendants Counsel's Motion on April 18, 2016 as **Exhibit "1"**.*

9. Please see Plaintiff's answer further to Defendants Counsel's paragraph 6. In Plaintiff's Opposition Papers to Defendants' Counsel David Zaslowsky's Motion for Extension of Time filed for and on behalf of SCB New York **only**, I exposed Zaslowsky to the Court that his Conduct in Plaintiff's Action as an Officer of NYS Supreme Court and US Federal District Court in SDNY **violates Rule 60(d)(3) and US Code of Judicial Ethics** as Defendants' Counsel to have engaged in **altering / forging / doctoring** Official US Court Orders in NYS Supreme Court on April 18, 2016, among several other egregious fraud upon the Court committed by David Zaslowsky and Laura Zimmerman, etc. David Zaslowsky in his Motion Papers deliberately and wrongfully labeled Plaintiff as a Serial Litigant to US Courts, when Zaslowsky and Ms. Zimmerman have been engaging in grand schemes of fraudulently manufacturing back-dated letters addressed to Judge Richard Braun on September 28, 2015 and October 19, 2015 and **forging** NYS Supreme Court Order(s) on April 18, 2016 to defraud US Courts and Plaintiff.
10. Plaintiff is a sincere businessman, a kind gentleman, a son, a father with responsibilities of protecting my family, my children's future, my other dependants, my businesses and assets from the corrupt, abusive and rogue corporate culture of these Defendants and its Counsels. Plaintiff is **not** a Serial Litigator as wrongfully alleged by Defendants' Counsels collectively. These misconduct are deliberately done by Defendants' Counsels **to throw dust in the eyes of the Courts**. *Please see attached hereto copies of Plaintiff's Opposition Papers of August 3, 2015 to Defendants Counsel David Zaslowsky's Motion for Extension of Time as **Exhibit "2"** and Zaslowsky's Motion and Declaration of July 21, 2015 filed on behalf of SCB New York as **Exhibit "3"**.*
11. Defendants' Counsel David Zaslowsky and Laura Zimmerman based on Plaintiff's paragraph 9, caused Defendants SCB PLC UK and Ghana to default

in Plaintiff's Action filed in NYS Supreme Court on July 2, 2015 because Zaslowsky was required to serve upon Plaintiff his Opposition Papers on or before July 22, 2015. Zaslowsky failed to do so as required by the Rules of NYS Supreme Court. In addition, Zaslowsky on August 21, 2015 when he was supposed to have filed Defendant SCB New York's Opposition Papers to Plaintiff's Action in NYS Supreme Court, failed to do so. Rather, Zaslowsky filed a Motion to Dismiss for and on behalf of Defendants SCB PLC UK and Ghana, who collectively had defaulted in Plaintiff's Action of \$30 Billion in Punitive Damages against Defendants under Index Number 101207 / 2015 in NYS Supreme Court. *Please see attached hereto **Exhibit "4"**, copy of Defendants Counsel Zaslowsky's Notice of Motion to Dismiss showing and proving on page 2 under Zaslowsky's signature that he caused Defendants jointly and severally to default in Plaintiff's Action under Index Number 101207 / 2015 in NYS Supreme Court.*

12. Attached hereto as Exhibit "5" is a true and correct copy of New York State Department of Financial Service **Order Pursuant to Banking Law 39** exposing Defendants collectively as a Rogue Financial Institution. In this Order, NYS Department of Financial Service held that, I quote, *"For almost ten years, SCB schemed with the Government of Iran and hid from regulators roughly 60,000 secret transactions, involving at least 250 billion, and reaping SCB hundreds of millions of dollars in fees. **SCB's actions left U.S. financial system vulnerable to terrorists, weapons dealers, drug kingpins and corrupt regimes, and deprived law enforcement investigators of crucial information used to track all manner of criminal activity**", and also "..... When SCB employees determined that it was necessary to "repair" unadulterated payment directives, they did so by stripping the message of unwanted data, replacing it with false entries or by returning the payment message to the Iranian Client for wire stripping and resubmission".*
13. Please see attached hereto as **Exhibit "6"** is a true and correct copy of Defendants International Remittance Application Form **forged** by Defendants collectively to deceive and defraud NYS Department of Financial Service and US Government. Plaintiff originally submitted his SCB Remittance Form on October 3, 2011, and was fraudulently **forged** by

Defendants' employee *Grace Arthur (Staff ID 1187699)*, that she called Plaintiff to confirm wire instructions on September 30, 2011 at 5pm, when Plaintiff had not submitted his International Remittance Form to Defendants' Branch Office by the said date of September 30, 2011, as shown on Defendants' Remittance Form.

14. Defendants' Counsel in its Motion Papers alleged that Plaintiff have filed four (4) Court Actions against Defendants initially in Ghana and now in the US based on Defendants' wrongful acts of dishonoring checks totaling \$55,000. The main motive of Defendants and its employees, Counsels and their co-conspirators' wrongful schemes hatched against Plaintiff, my family, my businesses and assets was to cause Ghana Government through its Central Bank to arraign Plaintiff Osei before Court to be imprisoned for several years for wrongfully issuing false checks, when in fact Plaintiff had sufficient funds in his accounts with Defendants' Bank to pay for all five (5) checks as held in the Ghana Court Judgment. In addition, the said Ghana Central Bank Law was to ban Plaintiff Osei and his Company Ghana Heights Limited from operating Bank Accounts with any bank in Ghana, thereby leading to illegal seizure of Plaintiff's Businesses and Assets by Ghana Government.
15. Defendants grand conspiracy and schemes hatched against Plaintiff, my family, my businesses and assets involves former Presidents of Ghana, some Ghana Court Officers and Ghana Judicial Service, Banking System in Ghana, some past and present government officials of Ghana, etc, because Plaintiff have **boldly** refused to join the Brotherhood Secret Society in Ghana led by former President John Kuffour. In addition, Defendants and its Counsels and co-conspirators have schemed with my former business tenants Huawei Technologies Company and Fidelity Bank Ghana Limited not to pay Plaintiff's rent income due Plaintiff for over five years to put Plaintiff and my family in dire financial troubles here in the US.
16. Defendants and its Counsels have also schemed with Fidelity Bank Ghana Limited and its Directors namely Edward Efah, Jim Baiden, etc, and have manufactured fraudulent Medium-Term Loan Agreements and other Loan Papers to defraud Ghana Court in procuring Court Decisions and Orders to

seize Plaintiff's commercial office building in Accra Ghana worth over \$82 million. Plaintiff respectfully looks forward during discovery stage of my Action to request that the Court issue Orders directed at Fidelity Bank Ghana Limited and its Board of Directors to produce before this Honorable Court originals of Fidelity's so-called Medium-Term Loan Agreements and other Loan Papers that Fidelity Bank Ghana claimed to have signed with Plaintiff including Plaintiff's Title Documentation of my ownership of the said Office Building in Accra Ghana. Plaintiff Osei and my Corporate Entity Ghana Heights Limited do not owe Fidelity Bank Ghana Limited any monies in Loan Facilities, rather Fidelity Bank owes Plaintiff overdue rent of over GHC4,048,121.46 Ghana Cedis (equivalent of \$887,746.00) including interest till date of final payment.

17. Respectfully, Your Honor as I write this Affidavit in **opposition** to Defendants and its Counsels' Motion and Supporting papers, Defendants' Counsel in Ghana Samuel Atta Akyea, former Presidents John Kuffour and John Mahama, Ghana Judicial Service and its Officers, Officers of Ghana Banking Institutions, Archbishop Nicholas Duncan Williams, some officials of President Nana Akufo-Addo's Government and their co-conspirators are in the process of seizing all of Plaintiff's commercial and residential landed properties and my business income from rent. In addition, I wish to state for the record that should anything evil happens to Plaintiff and my family in the US, the said perpetrators should be held legally responsible. Further to above, the Current Ghana Government is using Ghana Judicial Service and its Officers and the Banking Sector to illegally seize and takeover all of Plaintiff's businesses and assets in Ghana because of Plaintiff's Action before this Honorable Court in Washington DC.
18. Based on preceding paragraphs in this Affidavit, Plaintiff respectfully request that this Honorable Court should **deny** Defendants' Counsels representing Defendants as its Counsels in Plaintiff's Action before this Honorable Court and also **deny** Defendants Counsel's Motion for Extension of Time to file its answering papers because Defendants in this Court do not have any substantial and material evidence to oppose Plaintiff's Action. Defendants jointly and severally have engaged its Counsels in the US and Ghana to fraudulently manufacture documents in a grand scheme hatched

against US Government and Plaintiff to continue procuring Court Decisions and Orders against Plaintiff in US and Ghanaian Courts in gross violations of US Constitution and UN international Laws. In addition, Plaintiff's Action and attached Exhibits proves **clearly** and **convincingly** that the egregious fraud upon the Court committed by Defendants' Counsels David Zaslowky and Laura Zimmerman, etc, cannot be refute by Defendants Counsels and its firm Baker & McKenzie LLP. **Federal Rule 6(b)(2) mandates the Court not to grant Defendants Counsels' Motion.**

Dated: District of Columbia
July 21, 2018

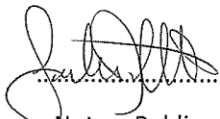
By: 

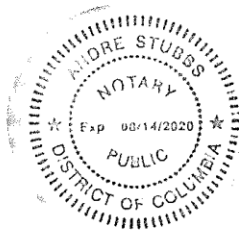
Akwasi B. Osei

Plaintiff

1101 Pennsylvania Avenue NW,
Suite 300,
Washington, DC 20004
202-756-1047
erynkeon@gmail.com

Sworn to before me this
21st
..... day of July, 2018


.....
Notary Public



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

AKWASI BOAKYE OSEI,

Plaintiff

v.

Civil Action No. 1:18-cv-01530-RC

STANDARD CHARTERED BANK

STANDARD CHARTERED BANK NEW YORK

STANDARD CHARTERED BANK GHANA

Defendants

MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' MOTION FOR
EXTENSION OF TIME TO FILE MOTION TO DISMISS

Pursuant to Federal Rule of Civil Procedure 6(b)(2), Plaintiff Osei respectfully appear to move this Court in opposition to Defendants Counsel's frivolous Motion for Extension of Time to file Motion to Dismiss Plaintiff's Complaint. *Under Rule 6(b)(2) respectfully*, it mandates this Honorable Court with **Exceptions** that, I quote, "A Court must **not** extend the time to act under Rule 60(b). In addition, pursuant to US Supreme Court Law on fraud upon the Court, **it makes void all Judgment, decisions and orders obtained through fraud on the Court by Defendants' Counsel David Zaslowsky, and under Federal Rule 60(b)(3)(4).**

Plaintiff Osei is not and cannot in any day be a serial litigant as deliberately and wrongfully alleged by Defendants' Counsels. These evil and wicked acts are designed and implemented by Defendants' Counsels to throw dust in the eyes of the Courts. **Plaintiff have not in any day manufactured fraudulent documents and / or forged US Court Orders to defraud US Courts and its Government and/or any party in a Court Action.** Rather Defendants and its Counsels at Baker & McKenzie LLP collectively have fraudulently engaged in manufacturing

documents and **forging** US Court Orders in US and Ghana to defraud US Courts and its Government and Plaintiff.

Plaintiff respectfully states that Honorable Chief Judge Preska of SDNY Order rendered in favor of Defendants and its Counsels is in gross violations of US Constitution and UN International Laws. Honorable Preska's Order is also in gross violations of *US Federal Rule 60(d)(3)*. Please see *Plaintiff's Affidavit in opposition under paragraphs 4, 5, 6, and 7*.

Plaintiff have been living permanently in Washington DC Metro Area for more than one year because of security reasons and because of Defendants and its Counsels and co-conspirators numerous attempts to attack my life as per Plaintiff's Complaints filed with the FBI. Plaintiff have **not** chosen this venue to harass Defendants as wrongfully alleged by Defendants' Counsels, rather Plaintiff Osei is before this Honorable Court as directed by US Constitution and UN International Laws.

Respectfully, Your Honor will notice under *Federal Rule 6(b)(2)*, it mandates this Honorable Court **not** to grant Defendants Counsel's request for extension of time, because Plaintiff's Action before this Honorable Court falls under Rule 60. US Supreme Court Law on fraud upon the Court makes **void** all decisions and orders procured by David Zaslowsky and Laura Zimmerman through fraud on the Court.

1. BACKGROUND

Plaintiff is appearing pro se before this Honorable Court. Plaintiff is **not** a Serial Litigator as wrongfully and maliciously alleged by Defendants' Counsels. Please see *Plaintiff's Affidavit in opposition under paragraphs 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, and 16*. Honorable Judge Schofield **erred** in dismissing Plaintiff's Action of May 26, 2015 for lack of subject matter jurisdiction under diversity jurisdiction. Honorable Judge Schofield and Defendants Counsel David Zaslowsky's main argument is that Plaintiff is **not** a US Citizen. Pursuant to UN Conventions and Protocols under Article 16(2), it mandates that Asylees and Refugees shall enjoy in the US the same treatment as a national in matters pertaining to access to the Courts.

Please see in Osei v. Standard Chartered Bank, et. al. No. 15-cv-3992 (LGS)(S.D.N.Y. June 30, 2015), I quote.....

"Because there are aliens on both sides of this case, diversity jurisdiction is lacking".

- *"For the foregoing reasons, Plaintiff's Complaint is dismissed, without prejudice, in its entirety. The Order has no impact on whether **Plaintiff may refile his action in State Court**".*

US District Court decision in Osei v. Standard Chartered Bank, et. al. No. 15-cv-3992 (LGS)(S.D.N.Y. July 27, 2015), I quote.....

- *"Finally, Plaintiff's assertion that Defendants fraudulently obtained a Stay Order from a Ghanaian Court with intention of using it here does not amount to a fraud on this Court because Defendants did not submit the Stay Order in this case". Please see also under US Federal Common Law in re "Dos Santos v. Belmere Luxury Apartments, 2012 WL 1946134, * 3 (E.D. La. 2012)("A permanent resident alien is deemed a citizen of the State in which he or she resides").*

Defendants' Counsel David Zaslowsky and Laura Zimmerman on numerous occasions submitted the said fraudulent Ghana Court Stay Order of June 22, 2015 in NYS Supreme Court in support of Defendants' opposition papers.

Plaintiff at all material times were directed by US Government officials to proceed in raising Defendants' Counsels misconduct in all my pleadings in NYS Appellate and Court of Appeals, the fraud on NYS Supreme Court committed by Defendants Counsels David Zaslowsky and Laura Zimmerman, etc, and if NYS Court System failed to vacate Defendants' Counsel David Zaslowsky decisions and orders procured through fraud on the Court as mandated by US Supreme Court Law on fraud upon the Court, Plaintiff may file his Complaint before the FBI and US Federal District Court. Accordingly, because of the enormous evidence of systematic cover-up by some Officers of NYS Court System in an attempt to cover-up for Defendants and its Counsels' fraud on NYS Court System, there have been several attempts targeted against my life, my family lives, my businesses and assets. In addition, US Supreme Court Law on fraud on the Court mandates that every Judge who refuses to accept disqualification of Judge Richard Braun is

3

disqualified, and the said Judge(s) decision is also void as a matter of law. ***Please see United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").***

Plaintiff states that Federal Courts have **oversight** over State Courts in the US. Fraud upon the Court case in State Courts can be brought to any Judicial District within United States. Plaintiff Complaint **clearly** and **convincingly** demonstrates Defendants' Counsels David Zaslowsky and Laura Zimmerman have **altered** NYS Supreme Court Order(s) to defraud US Courts and its Government and Plaintiff Osei. David Zaslowsky, Laura Zimmerman, Baker & McKenzie LLP, etc, needs to be investigated by Federal Authorities for committing egregious fraud upon US Courts to cover-up for Defendants Standard Chartered Bank Group. In addition, Plaintiff's Complaint before this Honorable Court falls under **Rule 60**. Plaintiff's Action of fraud on the Court mandatory invokes subject matter jurisdiction under federal question jurisdiction in this Court.

As per Plaintiff's Complaint, Motion, Affidavit and Exhibits attached including Plaintiff's audiotape recording of NYS Supreme Court hearing on April 18, 2016 filed in this Honorable Court, it **clearly** and **convincingly** demonstrates that Judge Richard Braun on April 18, 2016 dismissed all his Decisions and Orders in Plaintiff's Action and Defendants' Counsel David Zaslowsky and Court Reporter Toni Ann Figueroa fraudulently **forged** the said order(s). Your Honor will clearly see that Defendants' Counsels David Zaslowsky, Laura Zimmerman, Graham Cronogue and their Law Firm Baker & McKenzie LLP have not mentioned at any point in its Motion Papers, Plaintiff's allegations against David Zaslowsky in **altering** US Court Orders. **All these wrongfully attacks and allegations against Plaintiff is designed and implemented by Defendants' Counsels to throw dust in the eyes of the Courts.**

Pursuant to *Federal Rule 60(d)(3)*, Defendants' Counsel David Zaslowsky committed fraud upon US Courts in **altering** Court Orders in New York City, New York, USA as Defendants' Counsel, therefore jurisdiction is mandatory and automatic in this Honorable Court. In addition, pursuant UN Resolutions of March 21, 2006 and US Federal Laws, this Honorable Court has **universal jurisdiction**

over all Defendants. Plaintiff respectfully refers this Honorable Court to Plaintiff's Affidavit in opposition with attached Exhibits.

2. Conclusion

For the reasons above and under **Federal Rule 6(b)(2)**, Plaintiff respectfully request that this Honorable Court should deny Defendants' frivolous Motion for Extension of Time to file its opposition papers and **enter Plaintiff's relief sought against Defendants** for abusing the judicial process and showing **no respect for US Courts, United States Constitution, UN International Laws and Plaintiff**. Defendants and its Counsels do not have any material evidence and / or authentic documents to contest Plaintiff's Complaint filed against Defendants.

Dated: District of Columbia

July...~~21~~²¹, 2018

By: 

Akwasi B. Osei

Plaintiff Pro Se

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AKWASI BOAKYE OSEI,

Plaintiff,

- against -

Civil Action No. 18-01530 (RC)

STANDARD CHARTERED BANK,

STANDARD CHARTERED BANK NEW YORK,

STANDARD CHARTERED BANK GHANA LTD.

Defendants.

**DECLARATION OF GRAHAM CRONOGUE IN SUPPORT OF SPECIALLY
APPEARING DEFENDANTS' MOTION FOR EXTENSION OF TIME**

I, Graham Cronogue, hereby declare as follows:

1. I am an associate at Baker & McKenzie LLP. My firm serves as counsel to Defendants, who have filed a motion requesting an extension of time in which to file a motion to dismiss. I am authorized to make this Declaration on Defendants' behalf and in support of their Motion for an Extension of Time.

2. Attached hereto as Exhibit A is a true and correct copy of the Honorable Lorna G. Schofield's June 30, 2015 decision in *Osei v. Standard Chartered Bank, et. al.*, 2015 U.S. Dist. LEXIS 85307, 2015 WL 4006211, No. 15-cv-3992 (LGS) (S.D.N.Y. June 30, 2015), dismissing Plaintiff's complaint.

3. Attached hereto as Exhibit B is a true and correct copy of Plaintiff's July 30, 2015 letter to the Honorable Chief Judge Loretta Preska.

4. Attached hereto as Exhibit C is a true and correct copy of Judge Preska's August 6, 2015 order warning Plaintiff that "further frivolous filings" might result in sanctions.

5. Attached hereto as Exhibit D is a true and correct copy of Plaintiff's April 4, 2017 letter to the Chief Judge of the New York Court of Appeals.

6. Attached hereto as Exhibit E is a true and correct copy of a July 12, 2018 email exchange between Plaintiff and counsel for Defendants regarding the motion for extension of time.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: 7/19/2018
Washington, D.C.

Respectfully submitted,

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AKWASI BOAKYE OSEI,

Plaintiff,

- against -

STANDARD CHARTERED BANK,

STANDARD CHARTERED BANK NEW YORK,

STANDARD CHARTERED BANK GHANA LTD.

Defendants.

Civil Action No. 18-01530 (RC)

**MEMORANDUM OF LAW IN SUPPORT OF SPECIALLY APPEARING
DEFENDANTS' OPPOSED MOTION FOR EXTENSION OF TIME TO FILE
MOTION TO DISMISS**

Pursuant to Federal Rule of Civil Procedure 6(b), Defendants Standard Chartered Bank and others (hereinafter "Defendants") specially appear to move this Court for an order extending the time in which to file a motion to dismiss Plaintiff Akwasi Boakye Osei's (hereinafter, "Plaintiff") Complaint. Plaintiff is a serial litigant who has abused the state and federal court system in New York in furtherance of his unfounded vendetta against Defendants. Having received a warning from Chief Judge Preska of the Southern District of New York that "further frivolous filings which cause the Court and other parties to expend resources might result in sanctions," Plaintiff has chosen a new venue in which to harass Defendants—the District Court for the District of Columbia.

For the reasons set forth below, an additional 30 days is needed to respond to Plaintiff's frivolous accusations and to ensure that Defendants are able to avoid further waste of judicial resources.

This is Defendants' first request for an extension of time.

I. BACKGROUND

Plaintiff, who is appearing pro se, is a serial litigator. Following an initial lawsuit in Ghana, this is his fourth attempt in the United States to seek damages, including more than **\$30 billion** in punitive damages, in connection with checks for approximately \$55,000 that Plaintiff, a Ghanaian citizen, claims that Standard Chartered Bank Ghana Limited did not pay in a timely manner. The first lawsuit, brought in the United States District Court for the Southern District of New York, was dismissed by Judge Schofield for lack of subject matter jurisdiction. *Osei v. Standard Chartered Bank, et. al.*, 2015 U.S. Dist. LEXIS 85307, 2015 WL 4006211, No. 15-cv-3992 (LGS) (S.D.N.Y. June 30, 2015). Indeed, because it was so obvious that jurisdiction was lacking, Judge Schofield dismissed the lawsuit without even the need for a formal motion. **Ex. A.**

After the decision was rendered, Plaintiff wrote to Chief Judge Preska and accused Judge Schofield of “perpetrating a fraud upon the court,” engaging in the crime of interference with interstate commerce and “war[ring] against the Constitution.” **Ex. B.** Judge Preska responded by issuing an order warning Plaintiff that “further frivolous filings which cause the Court and other parties to expend resources might result in sanctions.” **Ex. C.**

Plaintiff also brought two lawsuits in state court in New York, asserting the same claims. Justice Braun of the Supreme Court, New York County, held, among other things, that there was no personal jurisdiction over Standard Chartered Bank, “Standard Chartered Bank (New York),” and Standard Chartered Bank Ghana Limited. As to both state court actions, the Appellate Division (New York’s first level appellate court) denied Plaintiff’s appeals and the Court Of Appeals (New York’s highest court) likewise refused to grant his requests for leave to appeal. In response, Plaintiff wrote to the Chief Judge of the Court of Appeals stating that the Court of Appeals’ decision was a “gross violation of the United States Supreme Court Law,” and accusing Justice Braun of “fraud upon the Court.” **Ex. D.**

Plaintiff has now brought this fourth lawsuit arising from the same general facts and seeking the same general relief. His basis for subject matter jurisdiction, as stated in paragraph

1 of the complaint is as follows: “This Court has jurisdiction under 28 U.S.C. § 1331. Federal Question Jurisdiction arises pursuant to Federal Rules of Civil Procedure 60(d)(3).” That Rule, of course, authorizes a court to set aside a federal court judgment for fraud on the court. Here, Plaintiff is asking this Court to set aside the judgments of the New York state court, not a judgment of this Court. Clearly, the allegations here do not give rise to subject matter jurisdiction.

In addition, for the same reasons as held by Justice Braun in New York, there is no basis for personal jurisdiction. None of the Defendants has its place of incorporation or principal place of business in this District, and no alleged act giving rise to the claim occurred in this District.

For the above reasons, Defendants will move to dismiss the complaint. Although Plaintiff has not yet properly served Defendants,¹ out of an abundance of caution Defendants sought to agree with Plaintiff a time to voluntarily appear and submit a response to the complaint. In an email dated July 12, 2018, counsel requested that Plaintiff agree to a 30-day extension of the time to respond to the complaint based on the purported service. Plaintiff refused and subjected Defendants’ counsel to outrageous, ad hominem attacks (all of which are denied). **Ex. E.** Accordingly, Defendants have been forced to seek the extension from this Court.

This request is made without prejudice to any of Defendants’ defenses, including the jurisdictional defenses mentioned above.

¹ Plaintiff purported to serve the complaint by Federal Express received in the New York branch of Standard Chartered Bank on June 28, 2018, and by mailing copies of the complaint that were received in Standard Chartered Bank’s headquarters in London, England and in Standard Chartered Bank Ghana Limited’s office in Accra, Ghana on July 2, 2018 and July 3, 2018, respectively. Adding 21 days to the latest of these dates takes one to July 24, 2018. Thus, without prejudice to their position on the propriety of service, Defendants request an extension to August 23, 2018.

II. A 30-Day Extension Is Necessary To Address This Dispute's Long Procedural History, To Counter Plaintiff's Frivolous Claims, and To Prevent Further Waste of Judicial Resources

Federal Rule of Civil Procedure 6(b) grants a district court discretion to extend a party's filing deadline. *See Smith v. District of Columbia*, 430 F.3d 450, 456 (D.C. Cir. 2005). Where, as here, a party requests an extension before the expiration of the period originally prescribed for the filing, the district court may extend the deadline, in its discretion, "for good cause." Fed. R. Civ. P. 6(b)(1).

Here, there is ample cause for granting a modest 30-day extension. Plaintiff's claimed damages—though clearly frivolous—are extraordinary, and are premised on bizarre theories, e.g., \$30 billion in punitive damages "from Breach of Contract Case of Conspiracy and Defamation." Compl. at ¶ 47. Defendants respectfully submit that this Court can quickly and efficiently dispose of this case for lack of subject matter and/or personal jurisdiction. However, the Federal Rules require that they raise in their motion all defenses set out in Rule 12(b)(2)–(5) or risk waiving them. Therefore, unless the Court issues an order to show cause, Defendants must consider whether to assert any additional grounds in their motion to dismiss beyond lack of jurisdiction. It will take Defendants a time to sift through Plaintiff's bizarre allegations and present them to this Court in an understandable fashion. As just one example of other possible grounds for dismissal, Defendants (two of which are foreign corporations) must look at the adequacy of service of process by mail in three countries (U.S., U.K. and Ghana).

Finally, Plaintiff will not suffer any prejudice from this modest 30-day extension. Indeed, Plaintiff has already had his day in court—on multiple occasions. Plaintiff waited 17 months since the New York Court of Appeals decision to file this "new" lawsuit. Another 30 days will not make a difference.

III. Conclusion

For the reasons set forth above, there is good cause for granting Defendants an additional 30 days in which to file a motion to dismiss Plaintiff's Complaint.

Dated: 7/19/2018

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