

Pr 03/08

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
ACCRA - A.D. 2020

21/08/2020
10:50 am/pm
Registra...
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA
SUIT No. CM/MISC/1033/2020

IN THE MATTER OF THE MORTGAGES ACT, 1972 (N.R.C.D 96)
SECTIONS 15 (B) AND 18

- AND -

IN THE MATTER OF AN APPLICATION BY A MORTGAGEE FOR AN ORDER
FOR JUDICIAL SALE OF THE MORTGAGE PROPERTIES ONE OF WHICH IS
SITUATED ON THE SPINTEX ROAD AND THE OTHER IN THE FREEZONE
ENCLAVE ALL IN THE GREATER ACCRA REGION OF THE REPUBLIC OF
GHANA

-AND-

IN THE MATTER OF ENFORCEMENT OF MORTGAGES USED AS SECURITY
FOR THE FACILITIES TAKEN BY UNITED STEEL COMPANY AS PRINCIPAL
DEBTOR FROM FIRST ATLANTIC BANK.

FIRST ATLANTIC BANK Applicant/Judgment Creditor/Respondent

VS

RABIH MIKATI 1st Respondent/Judgment Debtor/Respondent

ATLANTIC FOODS LTD 2nd Respondent/Judgment Debtor/Respondent

WORLDWIDE HEALTHCARE LTD Claimant/Applicant

**NOTICE OF MOTION
APPLICATION FOR AN ORDER FOR ACCESS.
(Inherent Jurisdiction)**

TAKE NOTICE that Counsel for and on behalf of the Claimant/Applicant will move this Honourable Court on an application praying for an order for access to Claimant/Applicant's to conduct business at its business premises located at Spintex Road near Coco Cola and described as Warehouse situate on all that piece and parcel of land situate at Tema Motorway Industrial Area in the Greater Accra Region and described in Land Title Certificate No. TDA. 2200; and upon the

grounds contained in the accompanying affidavit and for any further order(s) as this Honourable Court may deem meet.

Ran COURT TO BE MOVED on **Friday** the **28TH** day of **AUG** 2020 at 9 O'clock in the forenoon or so soon thereafter as Counsel for the Claimant/Applicant may be heard.

DATED AT CONSTANCE CHAMBERS, ACCRA, THIS 19TH DAY OF AUGUST, 2020.

FAIBILLE & FAIBILLE
Constance Chambers
No. F12/8 North Edge Link
Opposite Cultural Services (M&S)
North Labone, Accra
Faibille & Faible
Solicitors for the Claimant/Applicant
Licence No. eGAR02875/20

The Registrar
High Court
Commercial Division
Accra

AND TO THE ABOVE NAMED APPLICANT/CLAIMANT/JUDGMENT CREDITOR/RESPONDENT WHOSE ADDRESS FOR SERVICE IS MINKAH-PREMO & CO., AKOSOM CHAMBERS, NO. 3 EMMAUSE 2ND CLOSE, LABONE, ACCRA.

21/08/2020
Filed on.....
at..... 10:50.....am/pr.
Registra.....
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
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FIRST ATLANTIC BANK

Applicant/Judgment Creditor/Respondent

VS

RABIH MIKATI

1st Respondent/Judgment Debtor/Respondent

ATLANTIC FOODS LTD

2nd Respondent/Judgment Debtor/Respondent

WORLDWIDE HEALTHCARE LTD

Claimant/Applicant

**AFFIDAVIT OF SYLVESTER ASIEDU KWAKYE IN SUPPORT OF
APPLICATION FOR AN ORDER FOR ACCESS**

I, **SYLVESTER ASIEDU KWAKYE** a law clerk at Messrs. Faibile & Faibile,
North Labone, Accra, do make oath and say as follows:

1. That I am the Deponent hereto.
2. That I have the consent of the Claimant/Applicant to depose to this affidavit for and its behalf.
3. That the contents of this affidavit, unless otherwise stated, are matters which came within the knowledge of our law firm based on the instructions and documents received by our firm from the Claimant/Applicant.
4. That at the hearing of this application, Counsel shall seek leave of this Honourable Court to refer to all processes filed in this suit as if same have been set out *in extenso* in this affidavit and sworn to on oath.
5. That the Claimant/ Applicant is a company registered under the laws of the Republic of Ghana with its core business being the manufacture and distribution of Pharmaceutical drugs which includes perishable medicines, lifesaving drugs of essential nature, Covid-19 relief medication as well as cold chain operations.
6. That the business premises/offices and warehouse for the storage of the Pharmaceutical drugs is situate at Spintex Road near Coco Cola and described as warehouse situate on all that piece and parcel of land situate at Tema motorway industrial area in the Greater Accra Region and described in Land Title Certificate No. TDA. 2200 (hereinafter referred to as the Property)
7. That per a tenancy agreement executed on the 16TH day of September, 2016, between United Steel Limited and Claimant/Applicant, the aforementioned property was let to the Claimant/Applicant for a term of six years in the first instance and renewable at an agreed consideration. Exhibited and Marked **Exhibit WWHL1** is a copy of the tenancy agreement.
8. That the Claimant/Applicant has been in occupation of the property since the 1st day of December, 2016 and observing all the covenants and rights therein.
9. That on the 5th day of August, 2020, whilst the employees of the Claimant/Applicant were at work, some officials of the Applicant/Judgment Creditor/Respondent in the presence of security personnel, went to the property and locked out the employees of the Claimant/Applicant in execution of an order of the court dated the 7th day of July, 2020 without notice to the Claimant/Applicant. Exhibited and Marked **Exhibit WWHL 2** is a copy of the Order of the court.
10. That thereafter, upon an investigation into what had caused its business premises to be locked up, Claimant/Applicant was informed that per a facility letter dated the 4th of June, 2018, the Applicant/Judgment creditor had restructured all loan facilities granted in favour of its Landlord; United Steel Company (Principal Debtor).

11. That legal mortgages were created over the 1st and 2nd Respondents properties as securities for the loan.
12. That the properties attached as securities for the loan are those occupied by the Claimant/Applicant herein as a result of the subsisting tenancy.
13. That in light of the Claimant/Applicant's rights and interests as a tenant, it filed a notice of claim in this Honourable Court. Exhibited and marked **Exhibit WWHL 3** is a copy of the Notice of Claim.
14. That Applicant/Judgment creditor has a pending application for an order for judicial sale. However same was adjourned sine die to abide the outcome of the notice of claim as filed.
15. That at all material time, Applicant/Judgment Creditor has been aware of Claimant/Applicant's occupation of the Property. Nonetheless, it failed to duly notify the Claimant/Applicant's of the mortgages created and its intention to recover same when Claimant/Applicant's landlord defaulted in the loan repayment as well as other applications and orders of the court in respect of the Property.
16. That we verily believe to be true that Applicant/Judgment Creditor concealed from the court the existence and presence of any third party on the premises.
17. That we verily believe that if this Honourable Court was informed of a third party's presence on the subject matter, this Honourable Court would not have made the orders of 7th July, 2020 as Claimant/Applicant will be directly affected by the order.
18. That at 7pm on the 13th day of August, whilst the employees of the Claimant/Applicant were still at work at the property, the Applicant/Judgment Creditor having been notified of our pending notice of claim, dragged out its employees and locked up the property, the subject matter in dispute.
19. That the business of the Claimant/Applicant is being disrupted by the Applicant/Judgment creditor.
20. That some of the Claimant/Applicant's medication in storage need strict adherence to specific storage instruction and directives and currently Claimant/Applicant has nowhere to store these drugs. Exhibited and marked Exhibit **WWHL 4** are pictures of the medication stored in the Warehouse.
21. That failure of the Claimant/ Applicant to follow through with storage instructions of these medications will cause a loss to the Claimant/Applicant.
22. That Claimant/Applicant have existing agreements with the Ghana Health Service as well as various hospitals, health facilities, pharmacies

and other institutions for the supply of medication to them and that the current displacement and dispossession of the Claimant/Applicant's

from the property has caused a great inconvenience and disruption to its business.

23. That Claimant/Applicant filed an application for stay of execution and an order to set aside the writ of possession on the 14th day of August 2020 to be moved on the 19th day of August, 2020.
24. That the Applicant/Creditor indicated to the court that it was short served with the Application and needed time to file its affidavit in opposition.
25. That Counsel for Claimant/Applicant prayed this honourable court to grant it access to take some of its pharmaceutical drugs as well as some movables from the property and same was granted.
26. That the Court adjourned the pending application to be moved on the 12th day of October, 2020.
27. That Claimant/Applicant's having suffered losses as a result of the Lockdown restrictions put in place by the government as a measure to curb the spread of the Corona virus are currently facing more hardships and sufferings as a result of the Applicant/Creditors acts.
28. That the Claimant/Applicant will continue to suffer immense hardship should the conduct of the Applicant/Creditor in locking it out of the premises continue.
29. That Claimant has no place for it's over 50 employees neither to work and conduct its business nor to store all its pharmaceutical drugs.
30. That the continuous lock up of the property is causing loss of revenue to the Claimant/Applicants as they are unable to deliver the goods within time.
31. That Claimant/Applicant has a subsisting tenancy and the Creditor's act of recovery of the property will cause Claimant/Applicant to suffer a great injustice if it does not have access to the property to conduct its business.
32. That the Claimant cannot relocate its cold room chains which houses perishable and life-saving medications and as result, the plaintiff will be faced with great hardships as these medications need to be delivered straight from the cold rooms upon request.
33. That Claimant/Applicant's need daily access to the property to conduct its business pending the determination of the Claimant/Applicant's Claim.

34. That Claimant/Applicant's customers are aware that the Property is Claimant's business address and the location for conducting business therefore, the Claimant/Applicant being locked out of its business premises is preventing the Claimant from conducting its trade and causing further loss of revenue to it.
35. That the Claimant/Applicant will be unable to clear and take delivery of medication imported by it into the country for onward delivery to health facilities as it has no place to store the goods that it clears in the immediate time because it does not have access to the property which houses its warehouse, and warehouses of that size is not readily available for rent. Exhibited and marked Exhibit **WWHL 5** series are copies of purchase orders issued by Ghana Ports and Harbours Authority.
36. That failure of the Claimant/Applicant to clear its goods out of the port within the shortest time as a result of Claimant not having a warehouse readily to take delivery of its goods for storage will attract demurrage which costs will have to be borne by it thereby occasioning it with a loss of revenue.
37. That all execution processes taken and being taken out by the Applicant/Judgment creditor is without notice to the Claimant/Applicant as tenants who will be directly affected by any orders of the court or levy of execution.
38. That unless this Honourable Court restrains the Applicant/Judgment creditor it will continuously frustrate the Claimant/Applicant thereby causing it irreparable damage and immense hardship.
39. That we pray the Honourable Court to order Claimant/Applicant to be put into the immediate possession and be granted daily access to the property to conduct its normal business pending the determination of the claim filed by Claimant/Applicant.
40. That in the premises, I am advised by Counsel and verily believe same to be true that this is a proper instance where the instant application ought to be granted in the manner prayed

WHEREFORE I swear to this affidavit in support.

SWORN in Accra, this
day of August, 2020

218T


DEPONENT

BEFORE ME

JOHN AHETOH
COMMISSIONER FOR OATHS
P. O. BOX MP 1896
ACCRA

Exhibit 1

THIS IS EXHIBIT / DOCUMENT

MARKED REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA

THIS 21st DAY OF AUGUST 2016

BY A KWAKEYE
BEFORE ME,

COMMISSIONER FOR OATHS

THIS AGREEMENT is made this 16th day of September 2016.

BETWEEN

UNITED STEEL LIMITED of Plot No 15, Tema Free Zone Industrial Area, with address P.O. Box 14098, Accra, of the Republic of Ghana (hereinafter called the "Landlord" which expression shall where the context so admits or requires include his assigns and successors-in-title) of the one part;

and

WORLDWIDE HEALTHCARE LIMITED acting per its Managing Director, Shallendra Sharma of address 5B, Royal Close, adjacent Royal House Chapel, Ring Road West, Accra, (hereinafter called "The TENANT") of the other part.

WHEREAS:-

The Landlord is the beneficial owner of the Factory land with warehouses thereon situate at Tema Motorway Industrial Area (hereinafter referred to as the "Premises").

The Tenant a company incorporated under the laws of Ghana is willing to operate a storage facility and is desirous of renting the premises.

The Landlord has agreed to let the Premises to the Tenant for a term of six (6) years certain in the first instance from the 1st day of December, 2016, subject to the rent reserved and the covenants and conditions specified below and shall be renewable.

NOWTHERFORE IT IS HEREBY AGREED as follows:

In consideration of the rent hereinafter reserved and the covenants and conditions and other stipulations on the part of the Tenant to be observed and performed, the Landlord hereby LETS unto the Tenant the Factory land measuring 1.380 acre and Site Warehouse measuring an approximate area of 3,063 square meter (hereinafter called "THE PREMISES") TO HAVE AND TO HOLD THE SAME UNTO AND TO the use of the Tenant for a term of six (6) years with effect from 1st day of December 2016, YIELDING and PAYING therefore a monthly rent of USD 4 per square meter payable one (1)

11

year in advance the rent for the first year in the sum of USD 147,024 or its local equivalent less withholding tax (receipt of which the Landlord hereby acknowledges).

The rent herein reserved shall be subject to review every two (2) year of the term and any upward or downward review shall not exceed 5% of the current term rate.

The Tenant Covenants with the Landlord as follows:

1. To pay the rent reserved at the times and in the manner aforesaid.
2. To use the Premises for the intended business purposes and for any other purpose that is related to and or necessary for the performance and achievement of the intended interests and ends of the Tenant
3. Not to do or permit to be done on or in connection with the Property anything which may be or tend to be a nuisance, annoyance or cause of damage to the Landlord or to any neighboring or adjoining property;
4. To pay and discharge as and when due all charges for utilities and services supplied to the Premises such as electricity, telephone, water, waste management as well as the relevant Municipal Authority's operating permits and licenses as well as any other statutory fees imposed on Tenant during the subsistence of this Agreement.
5. To keep the interior of the Premises, all doors, fasteners, locks, windows, water closets, cisterns, fixtures and fittings, and all additions thereto and appurtenances thereof in good tenantable repair and condition (reasonable wear and tear and damage by accidental fire, flood, storm, tempest, earthquake and natural disaster excepted) and to keep same properly decorated.
6. To keep the grounds of the Premises, drains gutters and pipes clear of obstruction and in good condition.



7. Not to assign, underlets or part with the possession of the demised premises or any part thereof.
8. Not to make or permit to be made any alterations in or additions to the demised premises without the previous consent in writing to the Landlord or cut or damage or suffer to be cut or damaged any walls or beams thereof.
9. Not to permit in or about the Premises anything which may be or become a nuisance, danger, or annoyance to the owner or occupier of any adjacent property within the Premises.
10. Unless the Tenant exercises his option to renew under the terms of this Agreement on the expiration or sooner determination of the Term hereby granted peacefully to yield up to the Landlord, the Premises together with all fixtures and fittings thereon in such repair and condition as shall be in accordance with the covenants in this Agreement
11. To seek and obtain all such consents and approvals, obey all laws and regulations and pay all deposits, expenses and fees whatsoever as shall be required to operate the business
12. To pay and discharge all withholding tax as agreed and to deliver to the Landlord requisite tax clearance certificate.

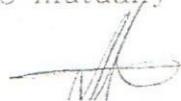
The Landlord covenants with the Tenant as follows:

- a. The Tenant paying the rent hereby reserved and performing and observing the covenants and conditions herein contained and on the part of the Tenant to be performed and observed shall peacefully hold and enjoy the Premises during the Term hereby granted and any renewal thereof without any interruption or disturbance from or by the Landlord or any person claiming through, under or in trust for the Landlord.
- b. To bear and discharge all existing and future rates, taxes assessments, outgoings, duties and other impositions including property tax imposed or charged on the owner of the property save those payable by the Tenant.

- c. To keep and maintain the structure of the Premises in a good state of repair and condition at all times as shall enable same to be enjoyed for the permitted use.
- d. To permit the Tenant at its own cost and expense to install and operate on the Premises telephone, internet and such other communication equipment or appliance as may be required by the Tenant and its business.
- e. To permit the Tenant to install on the Premises items required for its business which items the Tenant shall be entitled at its option to remove at the end of its tenancy subject to repair by the Tenant of any damages occasioned thereby.

The Parties hereby agree as follows:-

- a. The Landlord hereby acknowledges that the Tenant may undertake any necessary structural changes, refurbishments and installation to suit the use and convenience of the Tenant at its own cost. The Tenant undertakes to use the services of qualified experts and professionals for any envisaged changes, refurbishments and installation and shall undertake such works in a manner as not to (i) affect the structural integrity of the Premises and (ii) cause a nuisance to other users or tenants of the Premises.
- b. The Parties further agree that refurbishment shall include the branding of the demised Premises and the interior of the Premises to meet the purpose of the Tenant provided that Tenant agrees to remove any such brand items or logos and restore the Premises to its original state should the Landlord so request upon expiration of the Term.
- c. If all obligations under this Agreement are duly performed by the Tenant and the Tenant makes a written request to the Landlord not later than three months before the expiry of this Agreement for the renewal of the Agreement, the Landlord shall renew the Agreement for such further term at a newly negotiated rent to be mutually agreed upon by the Parties in writing.



- d. If the terms and conditions of this Agreement are inapplicable at the time of the renewal as a result of the operation of law then the Parties shall mutually agree on new terms and conditions.
- e. Any notice hereby required to be served hereunder shall be sufficiently served on the Landlord if delivered to him personally at their last known place of abode and on the Tenant if sent by registered post to their address or left on the demised premises aforesaid.

Warranties and Representations

The Landlord warrants that he has a beneficial title to the Premises and further warrants that he has the permission and consent of all those that may have an interest in the Premises to demise the Premises in the way and manner set out in this Agreement.

The Landlord covenants with the Tenant that where, for any reason it becomes apparent that the Landlord does not have sufficient title in the Premises to demise same to the Tenant, the Landlord shall refund to the Tenant any unutilized portion of the consideration price received.

Termination

1. If the whole or any part of the rent reserved or any review thereof shall be unpaid for thirty (30) days after becoming due (whether formally demanded or not) or the Tenant fails to perform or observe any of the covenants on its part to be observed or performed by it the Landlord shall be at liberty to give one month's notice in writing to the Tenant to remedy such breach. Where the Tenant fails to remedy any such breach, if it is capable of being remedied, two months after the date of receipt of the notice the Landlord may re-enter the demised Premises or any part thereof in the name of the whole and immediately, the term hereby granted shall be absolutely determined, but without prejudice to the rights and remedies of the Landlord in respect of any previous

suits against the Tenant for previous breaches of covenants.

2. Where the Landlord elects to terminate this Agreement in the event of a breach by the Tenant of its obligations under the Agreement, the Landlord shall refund any advance payments made for the unexpired term of this Agreement.
3. The Tenant may terminate this Agreement by providing the Landlord with at least sixty (60) days written notice of its intention to do so. Where the Tenant elects to terminate this Agreement, the Landlord shall refund any advance payments made for the unexpired term of this Agreement.

IN WITNESS WHEREOF the Parties hereunto have hereunto set their hands and seal the day and year first above written.

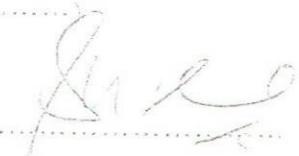
SIGNED and Delivered by LANDLORD)..... 

in the presence of:

Name: Michael J. Amoretti

Address: P.O. Box 2802, St. Catharines

Signature: 

SIGNED AND DELIVERED by the TENANT)..... 

In the presence of

Name: VENKAT RAMAN)

Woroniene Healthcare Limited

Address: 5B Royal Close Adj Royal Chapel,
Ring Roads West, Hawdon, Area 8

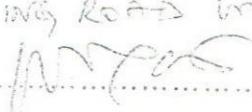
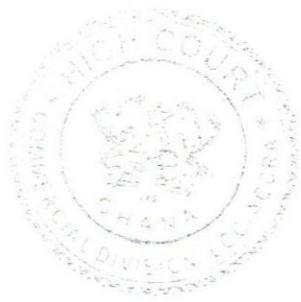
Signature: 

Exhibit 2

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(COMMERCIAL DIVISION)
ACCRA-GHANA

SUIT NO. CM/MISC/0866/2020

IN THE MATTER OF SECTION 34(2) OF THE
BORROWERS AND LENDERS ACT, 2008 (ACT 773)



AND

IN THE MATTER OF AN APPLICATION BY FIRST
ATLANTIC BANK LIMITED FOR WARRANT TO ISSUE
FOR THE GHANA POLICE SERVICE TO AID THE
APPLICANT IN THE EXERCISE OF ITS RIGHT OF
POSSESSION

SGD.

JANE H. A. QUAYE (MRS.)
STICE OF THE HIGH COURT

THIS IS EXHIBIT / DOCUMENT

MARKED 2 REFERRED TO UPON READING the Affidavit of MARK OFORI-KWAFO of

THE AFFIDAVITS SWORN AT ACCRA
THIS 25th Aug 2020 DAY OF 2020
BY S A Kwafoye
BEFORE ME
Commissioner for Oaths
COMMISSIONER FOR OATHS

ORDER TO RECOVER POSSESSION
WITH POLICE ASSISTANCE

H/N. 3, Elim Christian Link, New Residential Area, Boi, near Abokobi, Accra, sworn to and filed on the 25th day of June, 2020 in support of Originating Motion Ex-parte for an Order for Warrant to Issue for the Ghana Police Service to aid the Applicant to exercise its right of possession in a security.

AND UPON HEARING SHORMEH OMABOE, holding the brief for JUSTICE KUSI MINKAH-PREMO, ESQ., Counsel for and on behalf of the Applicant herein.

IT IS HEREBY ORDERED, that Leave be and is hereby granted the Applicant, First Atlantic Bank, to seek Police assistance in order to recover possession of the Property described as *'all that piece or parcel of land in extent 0.559 hectares (1.330 acre) more or less situate in the Tema Motorway Industrial Area in the Greater Accra Region as described in Land Title Certificate No. TDA. 2200'* which was used to secure a facility granted by the Applicant to United Steel Company Limited.

CERTIFIED TRUE COPY

1/10/2020 REGISTRAR
HIGH COURT
COMMERCIAL DIVISION LLC-ACCRA

GIVEN UNDER MY HAND AND SEAL OF THE HIGH
COURT OF JUSTICE (COMMERCIAL DIVISION),
ACCRA THIS 7TH DAY OF JULY, 2020

SGD.

STEPHEN AFOTEY
(REGISTRAR)

B.C.

CERTIFIED TRUE COPY

STEPHEN AFOTEY, REGISTRAR
HIGH COURT
COMMERCIAL DIVISION LLC, ACCRA

Exhibit 3

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
TEMA D. 2020

SUIT NO. 1000/2020

IN THE MATTER OF THE MORTGAGES ACT, 1972 (N.R.C.D 96)
SECTIONS 16(1B) AND 18

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FOR THE FACILITIES TAKEN BY UNITED STEEL COMPANY AS PRINCIPAL
DEBTOR FROM FIRST ATLANTIC BANK.

FIRST ATLANTIC BANK LTD. (APPLICANT/JUDGMENT CREDITOR)

MARKED 3..... REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA

RALPH MIKATI (RESPONDENT / JUDGMENT DEBTOR)

ATLANTIC FOODS LTD (RESPONDENT/JUDGMENT DEBTOR)

WORLD CLASS HOSPITALS LTD

CLAIMANT

NOTICE OF CLAIM

Order 44 r. 12 (1) of C.I. 47

TAKEN NOTICE that the Claimant herein claims to be the beneficial owner of a warehouse property E located on the Spintex Road near the Coca Cola and described as all the piece and parcel of land in extent 0.559 hectares (0.380 acre) more or less situate in the Tuna Motorway Industrial Area in the Greater Accra Region of the Republic of Ghana as described in Land Title Certificate No. TDA 2200 which the Applicant/Judgment Creditor intends to take in execution under process of Court in satisfaction of a judgment debt and the address for service of the Claimant is as below:

Faibille & Faibille
Constance Chambers
Opposite Carito Services Limited
F 142/8, 3rd Dade Link
North Labone-Accra

THIS IS EXHIBIT / DOCUMENT
MARKED 3..... REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA
THIS 20th DAY OF AUGUST, 2020
BY S. K. Khatuye
BEFORE ME
COMMISSIONER FOR OATHS

MAILED AT CONSTANCE CHAMBERS, ACCRA, THIS 12TH DAY OF AUGUST, -

REGD. NO. 1773/301
RECEIVED
12 AUG 1978

Mme Anna Hony (Ms)
Solicitors for the Claimant
Licence No. eGAR02875/20

Mr Justice
High Court
Commercial Division
Accra

AND TO THE ABOVE NAMED PLAINTIFF/JUDGMENT CREDITOR WHOSE
ADDRESS FOR SERVICE MINKAH-PREM & CO., AKOSOM CHAMBERS,
NO. 5 EMMAUSE 2ND CLOSE, LABONE, ACCRA.

Exhibit 4

WHCL-ACCRA_11

202008354824

THIS IS EXHIBIT / DOCUMENT

MARKED REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA

THIS 21st DAY OF Aug 2020

BY
BEFORE ME
S A Tukufu
COMMISSIONER FOR OATHS

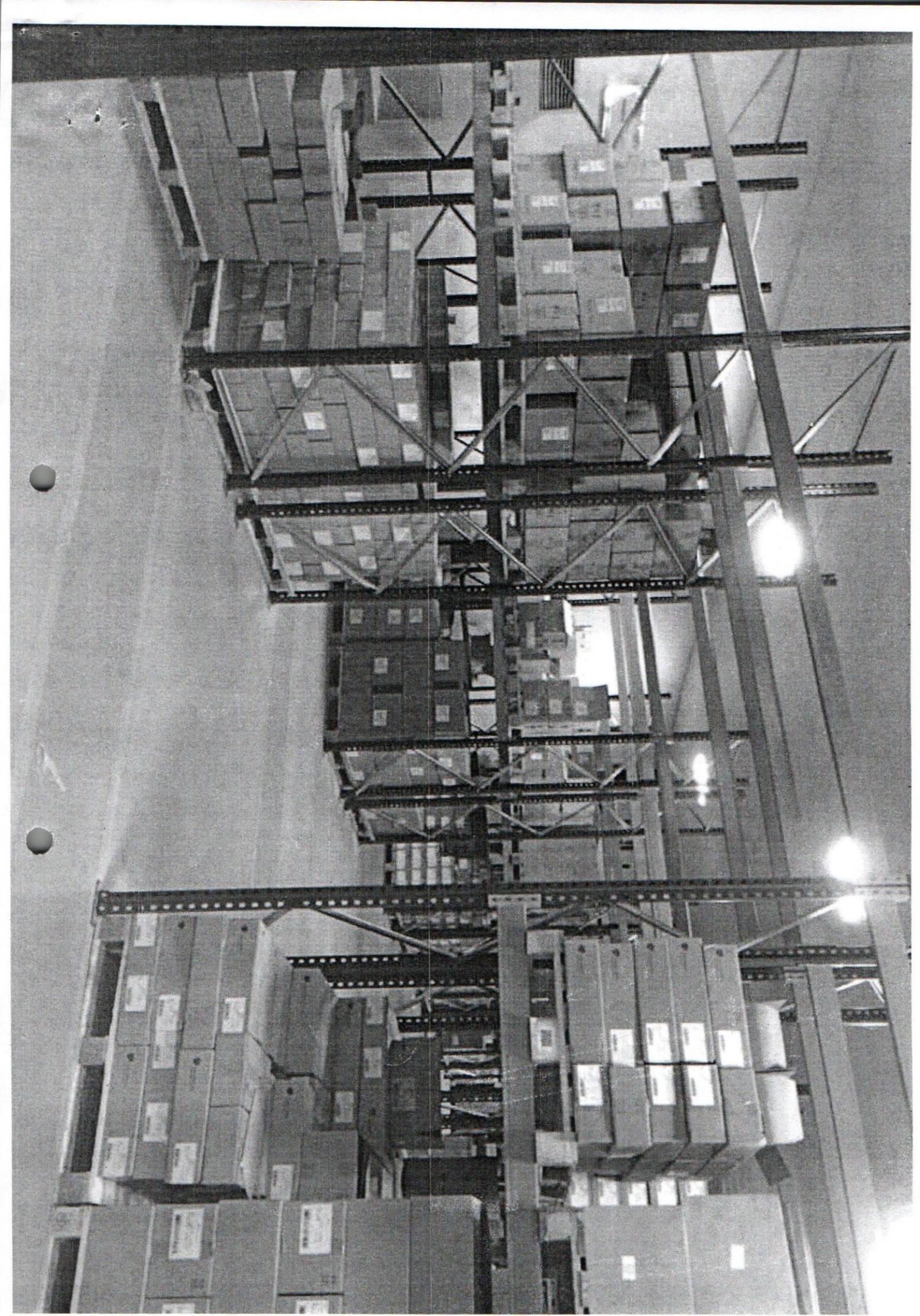






Exhibit 5

GHANA PORTS AND HARBOURS AUTHORITY

Tema Main
Purchase Order No.: PO_TEM002403-1

P.O. BOX 488
Tema, Accra Ghana,
GHA

Telephone : +2330301204385-6
Fax : +23303012041236
Tax registration number : 817V000161

To : Worldwide Healthcare Ltd./30000960
P.O. Box An 7131, Accra-North
GHA

Page : 1 of 1
Creation date : 12/08/2020
Print date/time : 12/08/2020 10:17:24
Prepayment obligation : NO
Currency : GH¢
Delivery date : 18/08/2020
PR Number : PR_021874
RFQ Number : TEM-002403-2
Requisitioner : Alex Kuatukw
Created by : Mabel Aduglo

Business Unit : Tema port

Department : Materials

Item	Description	Qty	Unit	U.Price	Amount
	Zinnat Tab: Configuration : 500mg Size : 10tab	3,300.00	tab	6.1700	20,361.00
					SubTotal 20,361.00
					Discount 0.00
					Msc. Charges 0.00
					Total VAT 0.00
					Total Amount 20,361.00

Delivery Terms : ONE WEEK

Tax code Tax Amount
Exempt 0.0000

Delivery Mode :

Payment Terms : Supply Before Payment

Remarks

MANUF GSK ORIGIN UK EXPIRY AUG 2022

The Terms and Conditions from GPHA are as follows:

WARRANTY:

Goods supplied under this Purchase Order must be covered by warranty and clearly stated on the delivery Documents.

ACCEPTANCE:

Goods delivered are deemed to be accepted only after the GPHA has gone through its internal Goods acceptance processes.

CANCELLATION:

GPHA reserves the right to cancel the Purchase Order at any time prior to delivery and shall not be subject to any charges or fees as a result of the cancellation.

DELIVERY:

The specific quantity ordered must be delivered in full to the buyers address as stated.

TERMINATION:

The seller must comply with stated delivery date. GPHA reserves the right to cancel the order without notice when the date elapses.

TAXES:

Invoices will be subjected to existing Government of Ghana withholding taxes unless seller provides proof of exemption

THIS IS EXHIBIT / DOCUMENT

MARKED REFERRED TO
THE AFFIDAVITS SWORN AT ACCRA

THIS 21st DAY OF Aug 2020

BY S.A. Kwa Kye
BEFORE ME

COMMISSIONER FOR OATHS

Materials Manager
FOR: DIRECTOR OF PORT (TEMA)

GHANA PORTS AND HARBOURS AUTHORITY

Tema Main
Purchase Order No.: PO TEM002405-1

P.O. BOX 488
Tema, Accra Ghana,
GHA

Telephone : +233 30 1204385-8
Fax : +233 30 1204376
Tax registration number : 817V000161

To : Worldwide Healthcare Ltd./30000960
P.O. Box An 7131, Accra-North
GHA

Business Unit : Tema port

Department : Materials

Page : 1 of 1
Creation date : 12/08/2020
Print date/time : 12/08/2020 10:25:37
Prepayment obligation : No
Currency : GH₵
Delivery date : 18/08/2020
PR Number : PR_021093
RFQ Number : TPA-003078
Requisitioner : Alex Kudus
Created by : Michael Adogla

Item	Description	Qty	Unit	U.Price	Amount
	Inj Novomix 70/30 Configuration: Inj Novomix 70/30 100iu/ml Size: Inj Novomix 70/30 3ml	500.00	ml	67.5000	33,750.00
SubTotal					33,750.00
Discount					0.00
Msc. Charges					0.00
Total VAT					0.00
Total Amount					33,750.00

Delivery Terms : ONE WEEK

Tax code : Tax amount : 0.00

Delivery Mode :

Payment Terms : Supply Before Payment

Remarks

MANUF NOVO NORDISK ORIGIN DENMARK EXPIRY AUG 2022
FOR STOCK

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Materials Manager

FOR DIRECTOR OF PORT (TEMA)

COMMISSIONER FOR OATHS

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
ACCRA - A.D. 2020**

SUIT No. CM/MISC/1033/2020

IN THE MATTER OF THE MORTGAGES ACT, 1972 (N.R.C.D 96)
SECTIONS 15 (B) AND 18

- AND -

IN THE MATTER OF AN APPLICATION BY A MORTGAGEE FOR AN ORDER
FOR JUDICIAL SALE OF THE MORTGAGE PROPERTIES ONE OF WHICH IS
SITUATED ON THE SPINTEX ROAD AND THE OTHER IN THE FREEZONE
ENCLAVE ALL IN THE GREATER ACCRA REGION OF THE REPUBLIC OF
GHANA

-AND-

IN THE MATTER OF ENFORCEMENT OF MORTGAGES USED AS SECURITY
FOR THE FACILITIES TAKEN BY UNITED STEEL COMPANY AS PRINCIPAL
DEBTOR FROM FIRST ATLANTIC BANK.

FIRST ATLANTIC BANK Applicant/Judgment Creditor/Respondent

VS

RABIH MIKATI 1st Respondent/Judgment Debtor/Respondent

ATLANTIC FOODS LTD 2nd Respondent/Judgment Debtor/Respondent

WORLDWIDE HEALTHCARE LTD Claimant/Applicant

CERTIFICATE OF EXHIBITS
Order 20 r 14(1),(2) and (3) of C.I. 47

I, , Commissioner for Oaths of
do hereby certify that the under listed have been exhibited to the affidavit
sworn before me.

1. **Exhibit WWHL1** is a copy of the tenancy agreement.
2. **Exhibit WWHL 2** is a copy of the Order of the court.
3. **Exhibit WWHL 3** is a copy of the Notice of Claim.
4. **Exhibit WWHL 4** are pictures of the medication stored in the Warehouse.
5. **Exhibit WWHL 5** series are copies of purchase orders issued by Ghana Ports and Harbours Authority.

BEFORE ME

John Ahetoh
COMMISSIONER FOR OATHS

JOHN AHETOH
COMMISSIONER FOR OATHS
P. O. BOX MP 1896
ACCRA