

MINKAH-PREMO & CO.

(LAWYERS, COMPANY SECRETARIES, NOTARIES AND TRADE MARK AGENTS)

16th January, 2020

**THE DIRECTOR
KINGDOM PREMIUM FRUITS LTD.
ADRHO HOUSE
SAKAMAN-ACCRA**

ATTN: DR. FELIX SEMAVOR

Dear Sir,

**RE:-TERMS OF ENGAGEMENT – AGRICULTURAL DEVELOPMENT BANK
-vs- KINGDOM PREMIUM FRUITS LTD. & ANOR.**

We write in respect of the above-mentioned subject matter and refer to your instructions requesting our outfit to represent your company at the High Court, Commercial Division in Suit No. **CM/BFS/0302/2020**.

In the circumstance, kindly find below the Terms applicable to the case which you have referred to us as a firm of lawyers with **MR. WALLACE BRUCE-CATHLINE** as the Lead professional. We hope that you find them acceptable and look forward to agreeing on same.

SCOPE OF WORK:

1. To file relevant legal processes at the High Court, Commercial Division in the instant suit.
2. To generally represent your interest as Solicitors in the above mentioned suit.

COST:

The firm has General Legal Council (GLC) registration and its members are members of the Ghana Bar Association, thus regulated by its Scale of Fees and standards of the GLC. The cost of engaging our services consists of Fees and Expenses. You are to bear all expenses relating to the assignment on which you have consulted us and this must be paid in full upon the execution of these Terms of Engagement.

EXPENSES & FEES:

The expenses and fees for our services are as follows:

Akosombo Chambers
Accra: P. O. Box 14951, Accra-Ghana
No. 3 Emmause 2nd Close, Labone - Accra
Tel: +233-302-781624, 781625, 781627
Digital Address: GL-004-6589
E-mail: Info.accra@minkahpremo.com

Kumasi:
P. O. Box 2464, Kumasi - Ghana
Plot 3 Block IX, Asokwa
Tel: +233-3220-81040, 81042, 81043
Digital Address: AK1-186-7996
Email: info.kumasi@minkahpremo.com

Sunyani:
P. O. Box 2407, Sunyani, Ghana
Plot 63 Block O Fiapre, Sunyani
Tel: +233-3520-23185, 24936

www.minkahpremo.com

PARTNERS: JUSTICE KUSI-MINKAH PREMO | WALLACE BRUCE-CATHLINE | ISAAC EMMIL OSEI-BONSU | ANASTASIA AKUOKO | KWAKU GYAU BAFFOUR | CHRISTOPHER AKWESI

ITEM	UNIT COST	QUANTITY	TOTAL COST
File Registration & Initial Consultation	GHC1,000.00	-	GHC1,000.00
Transportation for out of office work and court appearances	GHC250.00	10 trips	GHC2,500.00
Communication	Deposit of GHC500.00	-	GHC500.00
Secretarial & Courier Services	Deposit of GHC500.00	-	GHC500.00
Filing Fees & Allied Court payments	Deposit of GHC2,000.00	-	GHC2,000.00
TOTAL			GHC6,500.00

PROFESSIONAL FEES:

Please find below a schedule of our professional fees:

ITEM	TOTAL COST
(i) Down payment (Non-refundable retainer) on fees.	USDS20,000.00
(ii) Flat fees chargeable on the resolution of the matter which shall be offset from (i) above details of which shall include: <ul style="list-style-type: none"> a) Perusal of documents @ GH¢1,000.00 per sheet or per hour, whichever comes lower. b) Drawing up of processes or letters @ GH¢2,000.00 per sheet or per hour, whichever comes lower. c) Conferencing/Meetings @ GH¢1,000.00 per hour. d) Advocacy and Court Attendance @ GH¢1,000.00 per lawyer per day for motions and GH¢2,000 per lawyer per day for trial 	N/A
(iii) Other Fees payable in addition to (i) and (ii) (success fee)	5% of any amount to be saved.



NB: Invoices for fees will be raised from time to time by and payable to **MINKAH-PREMO & CO.** on behalf of **MR. WALLACE BRUCE-CATHLINE** and failure to settle any such invoice would entitle the solicitor to withdraw from the suit. The fee stated above does not include VAT AND NHIL.

STATUTORY AND NON-STATUTORY COURT FEES:

Statutory filing fees and fees for the processing of Court Orders and Forms shall be borne by the Client.

CLIENT'S COURT ATTENDANCE AND RELATED MATTERS:

Kindly note that once the matter is in court, you or your representative is required to be in court on each court appearance date. Client to direct service of letters and court processes as well as the execution of any judgment obtained by reason of litigation.

STATUS REPORTING AND INVOICING:

This is to be furnished you every quarter of the year. Invoicing will cover anticipated expenses, reimbursement of expenses incurred and fee due if assessable. We bill per activity. No activity is Free, every activity attracts a fee. For the avoidance of doubt unless a client is a Retainer Client, activities that are billed include:

- (a) Tele-opinion/advice
- (b) Physical consultation in or out of our offices
- (c) Status reporting
- (d) Litigation Statements to Auditors
- (e) Pre-action notification
- (f) Post-action notification

OUT OF STATION ALLOWANCE:

Should any of the tasks related to your assignment take any of our staff out of Accra, he shall be entitled to an outstation allowance of GH¢500.00 per day for a lawyer and GH¢200.00 per day for a paralegal. The said amount is payable upfront upon notification of the task and payment is a precondition to the performance of the task

SUSPENSION OF SERVICE:

The solicitor reserves the right to suspend the provision of service on account of invoice remaining unsettled for one month and the solicitor shall not be liable to you for any damage or liability arising from the suspension of our services.

TERMINATION

If for any reason you wish to terminate our services, you shall be entitled to pay all outstanding expenses incurred in addition to fees unpaid as well as our percentage in any amount that the court may have awarded in the case provided always that the pleadings as far as it depends on us were settled before the termination.



& CO.

RIGHT TO ASSIGN AND/OR COLLABORATE

The firm reserves the right to assign the brief to an affiliate law firm or to collaborate with one where the expertise or other considerations involved in the case so requires. Any such assigning or collaboration shall be done with due notice to the Client

PARTIES AND ENTITY CONCEPT

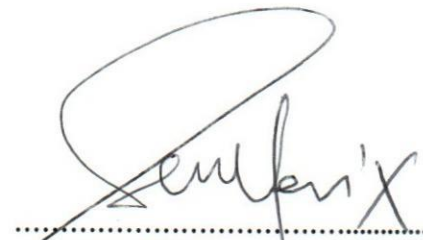
For the avoidance of doubt this Terms of Engagement is being entered into between **MR. WALLACE BRUCE-CATHLINE OF MINKAH-PREMO & CO.** on one hand and **KINGDOM PREMIUM FRUITS** on the other hand **though all invoices shall be raised in the name of MINKAH-PREMO & CO.** on behalf of **MR. WALLACE BRUCE-CATHLINE** notwithstanding that the signatures are that of specific individuals.

If these terms are acceptable to you, we would appreciate it if you would signify same to us by signing at the bottom of this letter and returning same to us at your earliest convenience.

Yours faithfully,

Pp: MINKAH-PREMO & CO.

.....
MR. WALLACE BRUCE-CATHLINE


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DR. FELIX SEMAVOR