Dayo's Copy

IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

Motion No: .....
M/15714/25

BETWEEN
AYO ABOSEDE **- CLAIMANT/APPLICANT**
AND
1. H H MINIMAL CONCEPTS LTD
2. HADIZA HASSAN **- DEFENDANTS/RESPONDENT**

MOTION ON NOTICE

BROUGHT PURSUANT TO ORDER 30 RULE 1 OF THE FEDERAL CAPITAL TERRITORY HIGH COURT (CIVIL PROCEDURE RULES, 2025 AND UNDER THE INHERENT JURISDICTION OF THIS HONOURABLE COURT.

Take Notice that this Honourable Court shall be moved on .....Day of.....2025 at the hour of 9 0; clock in the forenoon or so soon thereafter as the Claimant/Applicant may be heard praying the Court for the following:

1. **An Order of interlocutory injunction restraining the Defendants/Respondents,** their agents, servants or privies from publishing, advertising, circulating or in any manner using the Claimant's property images, videos or virtual tours pending the determination of the substantive suit.
2. And for such further order(s) as the Court may deem fit.

Dated this 25th **Day of** .....November,..., **2025.**

NIGERIAN BAR ASSOCIATION NBA SANDRA CHIKA ONYIORAH SCN063671 Valid Till March 2026

Stephen Mandeun, Esq.
Chika Sandra Onyiorah,Esq.
Idris Muhammad, Esq.
PP: U.S. AUDU & Co.
Solicitors & Advocates
Suite C02, Peace Park Plaza B,
Utako, Abuja.
Tel: 08067341249, 0803618179

For Service On:
The Defendants
Plot 567, Gidado Street,
Wuye, Abuja
Street, Wuye, Abuja.

576

₦7200
RN- 03469613
Date 25/11/2025

IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

Motion No: .....

BETWEEN
AYO ABOSEDE **CLAIMANT/APPLICANT**
AND
1. HH MINIMAL CONCEPTS LTD
2. HADIZA HASSAN **DEFENDANTS /RESPONDENTS**

AFFIDAVIT IN SUPPORT OF MOTION.

I, Ayo Abosede, Female, Adult, Christian and Nigerian Citizen of No.6 Ibrahim Garba Street, Katampe Extension Abuja FCT, hereby make oath and state as follows:

1. That I am the Claimant/Applicant in this suit.
2. That I engaged the 1ST Defendant under a contract dated **October 22, 2024**, to carry out interior design and renovation on my property.
3. That the 2ND Defendant is the creative Director and Chief executive officer of the 1ST Defendant.
4. That I terminated the contract with the 1ST Defendant on **February 17th, 2025** due to its failure to deliver services to acceptable standard as stipulated in **Clause 2** of the contract agreement.
5. That I attempted to resolve this amicably by reaching out to Defendants via email April 23, 2025.
6. That the Defendants ignored my request, complying only temporarily and deceitfully, and have continued to unlawfully publish the property imagery despite the termination of their contract and despite being formally notified repeatedly to cease such publication.
7. That the continued publication constitutes breach of contract, misrepresentation to members of the public and invasion of my privacy.
8. That Damages alone will not be adequate compensation.
9. That the balance of convenience favors the Claimant.
10. That the 2ND Defendant's continuing action, if not urgently restrained, will subject me to severe distress as she boasts about her unlawful act.
11. That the subject matter of this application is of such a nature that any delay in hearing it will defeat the purpose of the substantive suit and may render any judgment nugatory.

12. That this Affidavit is made in good faith and in the interest of justice, to enable this Honourable Court hear the Applicant's Motion for Interlocutory Injunction expeditiously.
13. That I depose to this oath in good faith and in accordance with the Oath Act in force

.....
DEPONENT

Sworn to at the Registry of the

FCT High Court, Abuja

This 26 day of May 2025.

BEFORE ME

COMMISSIONER FOR OATHS

HIGH COURT OF ABUJA COMMISSIONER FOR OATHS

IN THE HIGH COURT OF FCT
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

Motion No: .....

BETWEEN
AYO ABOSEDE **CLAIMANT/APPLICANT**
AND
3. HH MINIMAL CONCEPTS LTD
4. HADIZA HASSAN **DEFENDANTS /RESPONDENTS**

Written Address in Support of Motion on Notice

1.0 Introduction

3. 1.01 By this application, the applicant seeks an order of interlocutory injuction restraining the Defendants/Respondents, their agents, servants or privies from publishing, advertising, circulating or in any manner using the Claimant's property images, videos or virtual tours pending the determination of the substantive suit.

1.02 The application is supported by a 13 paragraph affidavit deposed to by **AYO ABOSEDE** the Claimant in this suit. We rely on all the paragraphs of the affidavit particularly paragraphs 3 – 11.

2.0 **Brief Facts of the Case**

2.01 The facts are as contained in the affidavit in support at the motion.

3.0 **Issue(s) for Determination**

3.01 We respectfully submit as follows;

"Whether facts exists to warrant the granting of an interlocutory injunction".

4.0 **Legal Argument**

4.0 1 My lord, it is trite that the purpose for an interlocutory injunction is to keep the parties in an action in status quo, in which they were before the judgment or act complained of. See **Adeleke v Lawal (2014) 3 NWLR (Pt. 1393) p. 1 (SC).**

4.02 In Order 32 Rule 8 provides that "In any action or matter in which an injunction has been or might have been claimed, the Claimant may before or after judgment, ***apply for an injunction to restrain the Defendant or Respondent from repetition or continuance of the wrongful act or breach of contract complained of or from the commission of any injury relating to the same property or right arising out of the same contract*** and the court may grant the injunction upon or without terms as may be just." (Underlining ours, for emphasis)

4.03 The principles or factors to be considered in an application for interlocutory injunction include the following;

a) That there are serious issue to be tried;

b) That the balance of convenience is in the applicant's favour;

c) That damages cannot be adequate compensation for the applicant's injury.

d) That the applicant's conduct is not reprehensible, for example, She is not guilty or an undue delay.

e) That the Applicant must give an undertaking as to damages.

4.04 The principal condition for the grant of an order of interlocutory injunction is that an Applicant must show that there's a real or serious issue to be tried at the hearing. We refer to the decision of the Supreme Court in **Onyesoh v Nze Christopher & Ors. (1992) 3 NWLR (Pt. 229) 315 at 345-346, paras G-B, per Nnaemeka Agu JSC** held thus "***it is not the law that the applicant must show a prospect of obtaining a permanent injunction at the end of the trial, it is sufficient for the applicant to show that there is a serious question between the parties to be tried at the hearing" (underlined emphasis ours)***

4.05 In determining whether there is a real issue to be tried in application of this nature, the Court's real objective is the maintenance of the STATUS Quo pending the determination of the substantive suit. Therefore, it is not about the success or strength of the case but the existence of a dispute requiring resolution. We refer to the decision of the Supreme Court in **Globe Fishing Industries Ltd v Coker (1990) 7 NWLR (Pt. 162) 265 at 285**, per Karibi-Whyte, JSC ***"interim and interlocutory injunctions are useful equitable remedies which courts resort to on the application of a party to a litigation in keeping matters in STATU QUO between litigation parties. It is a remedy granted pending the determination of the substantive action. Hence, the court in granting an interim or interlocutory injunction does not and should not go into the merits of the substantive action. The applicant seeking the grant of the injunction is only required to satisfy the court that it is necessary in the interest of justice and the balance of***

convenience to maintain the status quo between parties. (Underlined emphasis ours)

4.06 Damages will not be sufficient to compensate the Applicant and resulting injury would be irreparable. The Applicant is also not guilty of delay. We refer to paragraphs 5, 6 and 7 of the supporting affidavit.

4.08 The requirement that an injunction would be granted where damages would be insufficient to compensate for the Applicant's loss goes pari-passu with the obligation of the Applicant to demonstrate that damage from the injury sought to be restrained would be irreparable. See **F.H.A. v Emelie (2013) 3 NWLR (Pt. 1342) 478 at 498-499**, where Okoro JCA (as he then was) held as follows; ***once an Applicant succeeds in showing that irreparable injury or damage will be done or he could not be adequately compensated in damages in the event of his succeeding, the question of ability of the Respondent to pay damages becomes irrelevant and the question of balance of convenience between the parties will not even arise".***

4.09 On the principle (citation) the question of balance of convenience, as noted by the Court in **F.H.A. v Emelie .H.A. v Emelie (2013) 3 NWLR (Pt. 1342) 478 at 498-499** the question of balance of convenience would only properly arise where damages would be adequate to compensate for the wrong sought to be restrained or where the failure to grant the application would not occasion irreparable damage to the Applicant. In our case, we are convinced that the refusal of this application would inevitable cause the Applicant to suffer irreparable damage which money cannot adequately compensate. Nonetheless, *ex abundant cautella* we shall address this sub-issue on its merit.

4.10 The consideration of this issue is predicated upon the basic duty of the court to act fairly towards the parties and do justice in the action. The premise being this – if from the facts in support of the application, the applicant will suffer more by the refusal of the application, the application will be granted, otherwise, it will not be granted.

4.16 In **Agbogu v Okoye (2008) LPELR** the court of Appeal held per Nzeako JCA as follows; "***the issue of balance of convenience which must be considered by the court before granting or refusing an application for Interim or Interlocutory Injunction connotes that the trial court must consider who, out of the opposing parties, will suffer more inconvenience if the application is granted or if on the other hand it is not granted. The trial court will deduce the answer from the facts before it. It is a question of justice"***

5.0 Conclusion

5.01 Your lordship is respectively urged to grant this application and such other interlocutory measure of protection as may appear just and convenient.

DATED THIS 25th **DAY OF** November, **2025**

Stephen Mandeun, Esq.
Chika Sandra Onyiorah,Esq.
Idris Muhammad, Esq.
PP: U.S. AUDU & Co.
Solicitors & Advocates
Suite C02, Peace Park Plaza B,
Utako, Abuja.
Tel: 08067341249, 0803618179

For Service On:
The Defendants
Plot 567, Gidado Street,
Wuye, Abuja
Street, Wuye, Abuja.

MINIMAL
CONCEPTS

Please read through this document carefully and inform us on any questions prior to signing. If you find the conditions of the following agreement acceptable, sign in the relevant places and return by hand or mail. Receipt thereof will serve as confirmation of our appointment and we will begin your project accordingly.
keep in mind that interior architecture & design is a very time-consuming process and it is very difficult to accurately estimate the time to be spent on given projects.

Please feel free to contact us should you have any queries at any stage. It is always better to resolve any aspects of the design while it is still on paper.

We look forward to a happy relationship during this exciting project.

Kind regards

Hadiza Hassan
Creative Director/CEO

Email: Info@minimalconcepts.ng
Website: www.minimalconcepts.ng
Phone: +234 -802- 286 – 0887

Summary of Scope of Work

- Minimal Concepts is an interior design venture aimed at targeting an audience looking for a clean aesthetic and minimal look for their space tailored to satisfy each clients needs, which includes: -
    - Selecting paint colors; floor finishes; ironmongery, plumbing, electrical, cctv, sound system and house automation.
    - Sourcing and purchasing furniture, light fittings, rugs, artwork, accessories and sanitary ware etc.

Our service includes:

- **Design Stage:**

    - Meet on site with Client (Site Assessment)
    - Generate designs (on-site sketch)
    - Provide mood/sample boards, 3D designs, floor plans & or layouts depending on the design package the client chooses
    - 100% payment is required for this stage

- **Sourcing Stage/Execution:**
    - The execution starts with the civil work which entails maintenance of any kind (starting new plumbing, electrical wiring, breaking or adjustment of walls, checking the integrity of the existing items at the site). Most breakages and the structural layout of the designs are implemented at this stage

      Most times the civil work & fabrication are advised to be done at the same time to ensure that no time is wasted once civil work is completed. Pieces being fabricated are moved to site once site is ready

    - Source the following:
        - Furniture
        - Fabrics
        - Ironmongery
        - Accessories, e.g. Artwork, mirrors, etc.
        - Finishes for – floor, wall, ceilings, etc.

- **Supply Stage:**

    - Arrange for the supply of the above sourced materials to site;
    - These items (tiles, sanitary ware, electrical fittings) are sourced & supplied to the site the client can be involved in this process

- **Development/Implementation Stage:**

    - Ensure items supplied are installed and received in good condition
    - Monitor and supervise the installation of the items
    - Ensure that the implementation of the design is in accordance with the approved drawings
    - Ensure that the appropriate methods are deployed in the installation process to avoid any accidents

INTERIOR ARCHITECTURE, DESIGN & EXECUTION SERVICE AGREEMENT

This Interior Architecture, Design & Execution Service Agreement made this 22nd of October 2024
BETWEEN

HH MINIMAL CONCEPTS a Limited Liability Company registered under Company and Allied Matters Act (CAMA) with registered address at Plot 567 Gidado Street, Wuye, Abuja (Designer) on one part

AND

AYO ABOSEDE with address No.6 Ibrahim Garba Street Katampe extension Abuja.

GENERAL CONDITIONS

1. CONSIDERATION

In consideration of the sum of ₦34,950,948.00 PAID to the Designer by the Client (inclusive of service charge and VAT)

a. In an initial payment of **80%** due at the point of signing this agreement
b. A Final payment of **20%** due prior to completion.
c. Mode of payment determines pace of work, bills are updated and sent according to scope and stage of the work.
d. Any major change to the designs will lead to a change in delivery date & total cost of execution (variation).
e. All payments should be made to the designated Company's account below:

Bank Name	Account Name	Account Number
JAIZ BANK	HH MINIMAL CONCEPTS	0010031838 (NAIRA) 0010031890 (USD)

2. DESIGN/EXECUTION

a. The proposed execution fees will comprise of no more than two(2) installment payments

b. The execution shall be in accordance with the approved drawings and to the standard and satisfaction of the Client, any alterations incurred shall be informed to the company in writing & incur certain variations to the bill
c. Any variation surplus incurred due to inflation or unstable market prices shall be stated to the client in writing and will not be the liability of the company

3. HANDOVER DATE

a. This is mutually agreed upon with the client & the company. Please note any changes to the design, delays in decision making and payments will automatically change and extend the handover date.

4. CLIENT REQUIREMENTS

a. The Client shall clearly specify his/her requirements and provide relevant information, decisions and instructions to the Designer when requested within a reasonable amount of time or prior to commencement of execution or design to avoid an extension of handover date.
b. In the case of a change to the Client's requirements (design or execution), which is likely to vary the contract value, time schedule or professional fees, the Designer shall promptly inform him/her thereof and confirm his/her agreement to any additional fees and supplementary services that may be required.

5. SITE INFORMATION

a. The Client shall provide the Designer copies of the title deeds, diagrams, lease conditions and details of any other pertinent constraints related to the project and shall establish site boundaries, beacons, datum levels and such other features as may be relevant. He/she shall also give the Designer a survey drawing, and any certificates related thereto. (Valid lease or tenancy agreement)

6. INSTRUCTIONS TO CONTRACTORS

a. Where the Designer is appointed as sole or principal agent, she/he shall have the sole authority to issue instructions to the contractors in terms of the building contract.

7. PREVENTION OF PERFORMANCE

a. Should either the Client or Designer be prevented by a cause beyond their control from performing their obligations in terms of this agreement, it may be terminated without prejudice to the accrued rights of either party against each other.

8. COPYRIGHT, OWNERSHIP AND USE OF DOCUMENTS

a. The project documents prepared by the Designer are copyright and remain our intellectual property which are to be rendered to the Client.
b. The Client has the right of use of the documents for the sole purpose of this agreement.

9. PHOTOGRAPHY AND ADVERTISEMENT

a.The designer has the right to photograph the work. The designer or person(s) employed or engaged by the company, without compensation or consideration have right to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by the company. Such photographs and any accompanying descriptions shall not identify the Owner or the property address of the project. This applies to both rendered designs (3Ds, moodboards, layouts etc)

10. REIMBURSEMENT TO CLIENTS

a. In case of any excess or unavailability of a product the Client is entitled to a full refund for such specific product as stated in the invoice excluding service charge

- **Completion/Finishing Stage:**

  - Final observation of finished installation
  - Styling (arrangement/placement of décor pieces & scents)
  - Satisfaction and quality check with [Client] or its nominated representative

SUPPLEMENTARY SERVICES:

- Landscape
- Electronic devices

These are services that are affiliated to the scope of our work and as such we can recommend some of the providers we work with. This is not included in our invoice.

Fw: Immediate Action Required – Contractual Breach and Refund Demand.

Forwarded message ---------
From: **Ayo Abosede** <aabosede@gmail.com>
Date: Mon, 17 Feb 2025, 6:03 am
Subject: Immediate Action Required – Contractual Breach and Refund Demand
To: Hadiza Hassan <hadiza@minimalconcepts.ng>
Cc: Fatima <fatima@minimalconcepts.ng>, <abdul@minimalconcepts.ng>, <minimalconceptsng@gmail.com>

Dear Hadiza,

I am writing to formally express my strong dissatisfaction with the persistent plumbing failures caused by your team's deficient renovation work, as well as your continued failure to fulfil contractual obligations due to ongoing delays.

All outstanding renovation tasks were agreed to be completed by January 26, 2025. However, your team has failed to meet this commitment. My last interaction with your team was on February 8, yet despite multiple follow-ups, I have received no further updates. This includes addressing the broken pendant light, ill-fitting curtains, and the confirmed delivery of the remaining procured items (living room ceiling fan, door knobs, and office bamboo blinds), which was due on February 3. Additionally, the final handover, bill, and supplier contact list— which your Head of Admin, Fatima Sani, assured would be provided on February 11— remains undelivered. This continued lack of communication and blatant disregard for agreed timelines is entirely unacceptable.

More urgently, as you are well aware, I have experienced consistent and worsening plumbing issues since the semi-completion of the renovation on December 20, 2024—issues that began the day after the handover and have persisted, with the latest occurrence on February 12, 2025. These defects did not exist prior to your team's work.

My last interaction with your team regarding plumbing failures (on February 7) was met with nothing more than a dismissive "Ok, noted". Additionally, I personally reached out to you on January 28 and again on February 3, providing documentation of the continued plumbing failures and requesting an urgent plumbing assessment, yet you have failed to respond to date. Such indifference is deeply unprofessional and demonstrates a complete disregard for my property, time, and financial investment.

Your repeated failure to meet contractual commitments and complete the agreed scope of work constitutes a material breach of contract. I have exercised considerable patience and provided ample opportunity for resolution, yet your continued negligence leaves me with no choice but to formally terminate this engagement and demand an immediate refund for the following:

Items to be Refunded

In addition to the previously agreed refund (₦1,071,900) for items not executed (as per the attached reconciliation bill, with an additional N100,000 discrepancy acknowledged by your Head of Admin - screenshot of acknowledgement attached), the following refunds are required:

1. Plumbing Issues (Billed at N600,000): 50% refund (N300,000) to cover ongoing and future corrective costs, which I have already begun incurring.
2. Broken Pendant Light (Billed at N280,000): 50% refund (N140,000) for the damaged dining room pendant light caused by your supplier in lieu of the proposed replacement (see attached acknowledgement).
3. Primary Bathroom Tiles (Billed at N777,250): 25% refund (N194,312.50) in lieu of the previously agreed retiling, given the termination of this contract (reference email attached).
4. Living Room Curtains (Billed at N200,000): 25% refund (N50,000) for the outer curtain panel that is not wide enough to close, in lieu of the previously agreed replacement (see attached acknowledgement).
5. Guest Toilet WC Seat & Toilet Paper Holder (WC Billed at N180,000): 25% refund (N45,000) plus full refund (N20,000) for the toilet paper holder, both significantly scratched and damaged (see attached images).
6. Unfinished Kitchen Cabinetry (Billed at N3,000,000): 15% refund (N450,000) for the unextended drawer box (only one was completed on February 8) and the drawer broken by Solutions' electrician, as confirmed by Abdul from Solutions as to why it does not close properly.
7. Guest Bathroom Shower Control & Toilet Paper Holder (Shower Billed at N140,000): 50% refund (N70,000) plus a full refund (N20,000) for the toilet paper holder, as the installed shower system is of inferior quality compared to what I personally sourced (see attached images).

Total Refund Amount Expected

₦1,071,900 (previously agreed) + ₦1,289,312.50 (new refunds) = ₦2,361,212.50 to be paid to:

Bank: Standard Chartered Bank
Account Name: Abodunde Abosede
Account Number: 0002835156

Handover Documents to be Provided Immediately:

1. Final Reconciliation Bill – Updated to reflect all the above refunds.
2. Supplier and Artisan Contact List – Initially requested on December 2, 2024, and repeatedly discussed with your Head of Admin (acknowledgements attached).
3. All applicable service warranty documents, specifically for the roofing work and polystyrene PoP, both of which have been previously discussed.

Gmail Ayo Abosede <aabosede@gmail.

quest for Immediate Removal of Virtual Tour Content

essages

Abosede <aabosede@gmail.com> Wed, Apr 23, 2025 at 7:4
Hadiza Hassan <hadiza@minimalconcepts.ng>, Abdul <abdul@minimalconcepts.ng>, Fatima
ima@minimalconcepts.ng>, olga@minimalconcepts.ng, abidemi@minimalconcepts.ng
minimalconceptsng@gmail.com

ear Minimal Concept,

has come to my attention that you published and shared a virtual tour of my property after our contract termination da
February 21, 2025.

y initial consent to capture and potentially use this content was granted strictly within the context of our deliverable-
sed contract, with the understanding that I would review and approve the final version before any public sharing. On
e contract was terminated due to material breach, specifically your failure to deliver services to an acceptable standa
cluding addressing significant plumbing malfunctions, any rights to use this content (and any content post terminatior
ecame void. Furthermore, the photography and advertising clause in our agreement does not grant any post-terminat
sage rights. My consent was neither unlimited nor unconditional.

hile I have always been supportive of you showcasing your work, your decision to publish this content without my
owledge or consent, particularly given the nature of how our engagement ended, demonstrates a disregard for basic
ofessional courtesy. Your action lacks both legal and ethical justification. At the very least, you should have sought
nfirmation beforehand. For clarity, I have no issue with any content shared prior to the termination of our contract.
owever, you are not authorised to publish or reuse any imagery or materials related to my property in future
mmunications or promotional materials without my explicit written consent.

herefore request that you remove the virtual tour content immediately from all platforms, including your website and
cial media channels. Kindly confirm once this has been done.

ncerely,
yo Abosede

---

ma <fatima@minimalconcepts.ng> Wed, Apr 23, 2025 at 8:
Aabosede <aabosede@gmail.com>

ear Ayo Abosede,

hank you for your email. We acknowledge receipt and will review the matter carefully. We will revert to you with a
mprehensive response as soon as possible.

est,
atima Sani
ead of Admin

-- On Wed, 23 Apr 2025 07:42:00 +0100 Ayo Abosede<aabosede@gmail.com> wrote ---
uoted text hidden]

Gmail

Ayo Abosede <aabosede@gmail.com>

Re: Request for Removal of Virtual Tour Content

3 messages

Legal <legal@minimalconcepts.ng>
To: Aabosede <aabosede@gmail.com>

Wed, Apr 30, 2025 at 12:11 PM

Dear Ayo Abosede,

We are writing in response to your email dated Wednesday 23rd of April 2025 concerning the virtual tour of your property. We have reviewed your comments and wish to reiterate our position based on our signed **Interior Architecture, Design & Execution Agreement** (the agreement) dated **22nd October 2024** and the duly executed **Handover Document**.

While we acknowledge your perspective regarding the termination of our contract, we must emphasise that your assertion regarding the cessation of our rights to use project-related content post-termination is incorrect. Clause 9 (Photography and Advertisement) of the agreement explicitly addresses this matter, granting us the right to utilise project materials for promotional purposes beyond the contract's duration.

For your reference, Clause 9 (Photography and Advertisement) clearly states:

"The designer has the right to photograph the work. The designer or person(s) employed or engaged by the company, without compensation or consideration have right to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by the company. Such photographs and any accompanying descriptions shall not identify the Owner or the property address of the project. This applies to both rendered designs (3Ds, moodboards, layouts etc)".

Furthermore, we draw your attention to the Handover Document, which was duly executed on **21st February, 2025**. This document formalises the mutual agreement to terminate the contract and outlines the terms of handover. Notably, it includes the following:

"Kindly note that at the point of acceptance of this document,we will no longer be responsible for any more corrections, exchanges and repairs."

This clearly indicates a mutual understanding and agreement regarding the finality of our direct responsibilities for the project, with the specific exceptions of the polystyrene installation and roofing maintenance warranty as detailed in the "Additional Notes" section of that same document.

The existence and signing of this Handover Document further solidify the conclusion of our primary contractual obligations, with the exception of the explicitly stated warranty. It does not, however, supersede or negate the separate rights granted to us under Clause 9 of the original agreement regarding the use of project materials for promotional purposes. These are distinct aspects of our contractual relationship.

Therefore, our decision to publish the virtual tour remains in full accordance with the terms of our initial agreement, specifically Clause 9. The Handover Document confirms the termination

of our primary service obligations but does not revoke the pre-agreed terms concerning the use of project materials for promotional purposes.

We trust this clarifies the situation and addresses any potential misunderstanding.

Sincerely,

U.S. AUDU & CO.
(Legal Practitioners & Property Consultants)

April 30, 2025

For Hadiza
by 12:00
by 1/5/25

The Managing Director
HH Minimal Concepts Ltd
Plot 567 Gidado Street,
Wuye, Abuja.

Attention: Hadiza Hassan

RE: REQUEST FOR IMMEDIATE REMOVAL OF VIRTUAL TOUR CONTENT

We are Solicitors to AYO ADOSEDE your erstwhile client hereinafter referred to as "Our Client" on whose clear and unequivocal instructions we write this letter.

You may wish to reference our client's email to your firm dated April 23, 2025 and your response of same date as well as today being April 30, 2025 on the referenced subject matter.

Without minding words, we wish to draw your attention to the Design/Execution Clause 2 (b) of the referenced Interior Architecture, Design & Execution Service Agreement dated October 22, 2024, wherein it states inter alia; **the execution shall be in accordance with the approved drawings and to the standard and satisfaction of the client....**

You may wish to further note that the referenced contract between you and our Client was terminated by our Client in line with Clause 2 (b) because your services failed to meet the required standard and satisfaction of our Client.

The reference and reliance on **Clause 9 (a)** by your legal unit as grounds on which your firm has refused/neglected to take down the images of our Client's property is rather unfortunate considering the circumstances under which your contract was terminated. Your firm cannot continue to unlawfully use these images and photographs for promotional purposes without our Client's consent.

Our Client has had to incur extra cost to engage other firms to execute and complete the services your firm was originally engaged to execute. The termination of the referenced contract has nullified and rendered voidable all previous consent granted by our Client.

Suite CO2, Peace
Park Plaza
Utako, Abuja.

Tel:
+234 803 618 1796
+234 803 400 3834

For the avoidance of any doubt, it is our Client's express instruction that we demand that you remove the virtual tour content of her property from all platforms, including your website and social media channels within 24 Hrs. from receipt of this letter.

Please note that if the foregoing is not adhered to within the above time frame, we shall be constrained to resort to legal action in a competent court.

Most obliged.

Yours faithfully,
U. S. Audu & Co.

Onyiorah Sandra Chika, Esq.
(Senior Partner)

Cc: Ayo Agustine