



GOVERNMENT OF THE  
**VIRGIN ISLANDS**  
The Cabinet Office

# **PUBLICATION NOTICE**

## **TENDER WAIVER DOCUMENTS**

**Permission to Waive the Tender Process to  
pay Mr. Michael Herbert For Transportation  
of School Students between campuses -  
ESHS**

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## RECOMMENDATION B19 AND OTHER REFORMS

### GUIDELINES FOR PUBLICATION

The Cabinet remains committed to the principles of good governance, transparency and accountability. The Framework for Implementation of the Recommendations of the Commission of Inquiry Report (“the Framework Agreement”) allows the publication of Cabinet documents relating to proposed tender waivers in combination with Recommendation B19 of the COI Report relating to Contracts.

In keeping with both the Commission of Inquiry Report and Framework for Implementation of the Recommendations of the Commission of Inquiry Report and other Reforms, *Cabinet agreed to a standing waiver to allow publication of the Cabinet documents relating to Memoranda proposing a tender waiver.*

### GUIDELINES

1. Cabinet documents will be published after confirmation of the minutes and within three (3) days after the signing and registering of the contract.
2. In accordance with the Virgin Islands Public Procurement Act, 2021, Section 54(4), information in Cabinet documents will be redacted if its non-publication is necessary for the protection of the national security of the Virgin Islands or if its disclosure would:
  - i. be contrary to law;
  - ii. impede law enforcement;
  - iii. prejudice legitimate commercial interests of a particular supplier; or
  - iv. impede fair competition.
3. Legal advice, and the advice of the National Security Council in accordance with Section 57 (3) of the Virgin Islands Constitution (2007) Order, will be sought as necessary in determining whether redactions are required.
4. Any amendments made to documents would be re-published, once approved by the Cabinet of the Virgin Islands.
5. The published Cabinet documents will be also available on [bvi.gov.vg](http://bvi.gov.vg), Government’s Facebook page, the Virgin Islands Official Gazette’s website ([www.eservices.gov.vg/gazette](http://www.eservices.gov.vg/gazette)) and on Twitter.

## CABINET MEMORANDUM

### Background Information

1) The Elmore Stoutt High School was located at the Clarence Thomas Ltd Building (CTL) in Pasea Estate following the Hurricanes of 2017. The transportation of all technical students between the school's location at CTL in Pasea to the Lower Estate campus started in the 2018-2019 school year while the entire school was housed on the CTL campus to use the technical shops in the F-Block which had the least damage during the hurricanes. The schedules were organised to accommodate classes first thing in the morning or last thing in the afternoon; at the beginning or at the end of the day.

2) With the refurbishment of the L. Adorothy Turnbull building in 2019, the decision was made in a meeting held with the Assistant Secretary, Chief Education Officer, Principal, and Assistant Principals that the Lower Estate campus would house the junior school students (Grades 7-9) and the senior students (Grades 10-12) would remain on the CTL campus. The senior students however had to continue to be transported to the Lower Estate campus for technical subjects since there was no facility at CTL available for these classes.

3) The decision was made to move the Junior school to Lower Estate for the following reasons:

- i. The junior school numbers (704 students) could not be accommodated in the CTL building. Even from the previous year, Geography, Music and Student Support classes were held in tents in the Parking Lot in Pasea. The enrolment for the 2019 – 2020 year was projected to increase by another fifty (50) students.
- ii. The high level of agitation from the Pasea Estate Development and the fact that the business community wanted the school removed from the area completely. The loitering and disruptions from the students were major problems and it seemed that the Junior school students were causing most of the disruptions.
- iii. The senior school students (501) could be accommodated more comfortably in the CTL building and because of their level of maturity, the disruptions would have been minimised. The senior school with a projected increase of 531, could still be accommodated.
- iv. It would reduce the high trafficking of junior school students and the potential disturbance of the business area. The senior students would be better controlled in that CTL space.

- 4) During one of the last meetings held (the CEO, Assistant Secretary, principal, and assistant principals), the logistics were finalised to facilitate the technical subjects. It was decided that the transporting of the students would continue as it was done in the 2018 – 2019 academic year.
- 5) The 2019 – 2020 school year saw an increase in enrolment and the number of students in the technical programmes also increased. Transportation arrangements were made for Mr. Sendrick Smith to be contracted to transport the students. He was the sole bus company engaged for the service. The school’s vehicles were also utilised to transport the students.
- 6) The transportation was sorted to facilitate the movement of students to attend classes on both campuses within the same day. All Technical classes which included Art, Woodwork, Electronics, Metal, Technical Drawing, Agriculture and Science Lab students were required to move back and forth because the labs/shops were located at the Lower Estate campus. Classes were again scheduled to minimise the movement and therefore students were moved at the beginning of the day or the end of the day. With the Pandemic affecting us, students moved to online classes for 2020-2021.
- 7) In 2021 – 2022, students returned to face-to-face classes but on a shift system.
- 8) With the shift system in place, the schedule had to accommodate more movements between the campuses. Therefore, the number of students that were moved daily increased. Some technical students were required to move several times based on the number of technical courses that were taken. This meant some students moved several times in a day or in a week. The buses were now doing more trips based on the schedule. As a result, the total number of students that moved for the 2021-2022 school year was eight hundred and sixty-two (862) students.
- 9) Mr. Sendrick Smith continued with the arrangement from the 2019 - 2020 school year. Mr. Michael Herbert was added to accommodate the additional trips that were required for the movement of students because he had the capacity (Fleet of buses) to accommodate the numbers and thus facilitate the movement.
- 10) Therefore, Mr. Sendrick Smith was contracted to move two hundred and eighty-eight (288) students and Mr. Micheal Herbert was contracted to move five hundred and seventy-four students (574) based on the transportation resources capability. Permission was sought and granted from the Ministry (Accounts) to begin movement of students between campuses as funds were available. The bus schedules for both bus drivers are attached as **Appendix A**.

11) In terms of the in-between school transportation of the ESHS students, the Ministry's accounts unit received confirmation of the number of students each bus driver was transporting in November 2021. After receiving the numbers and calculating the amount for the contract from September 2021 to June 2022, it was realised that the total contract amount for Mr. Herbert for the in-between transportation would exceed one hundred thousand dollars (\$100,000) which would need Cabinet's approval.

12) At the end of the school year, it was realised that with the number of students Mr. Michael Herbert was transporting between the campuses; his payment would exceed one hundred thousand dollars (\$100,000). As a result of this, Mr. Herbert is now owed a total of one hundred and fifty thousand, six hundred and seventeen dollars and sixty cents (\$150,617.60) (See breakdown in **Appendix B**). Therefore, Cabinet is asked to give permission for Mr. Herbert to be paid this amount without further delay.

13) The Ministry has taken a decision that from January 2023, all bus services will be tendered and the tender process is presently in train.

14) As per the Governor's comments and in accordance with the Framework for Implementation of the Recommendations of the Commission of Inquiry Report, the Director of Internal Audit's response was sought as to the appropriateness of the waiver (see **Appendix C**).

### **Purpose**

15) To seek Cabinet's permission to pay Mr. Michael Herbert contracted sum over one hundred thousand dollars (\$100,000).

### **Cross-Ministry Consultation**

16) No cross-ministry consultation was necessary.

### **The Governor stated:**

17) It is regrettable that this contract was not tendered.

18) It seems clear that Mr. Herbert must be paid for the services he has provided but in accordance with the Framework for Implementation of the Recommendations of the Commission of Inquiry Report (a) this tender waiver should be provided to the Director of Internal Audit in advance so that she can make observations to Cabinet as to the appropriateness of the waiver, compliance with the law (i.e Procurement Act), and also instigate any audit of the paper she considers fit; and (b) the Cabinet document related to the proposed tender waiver should be published in accordance with a waiver to be agreed by Cabinet.

19) I welcome the commitment in the paper to tender all contracts for bus drivers from January 2023 onwards.

### **Financial Implications**

20) **This paper is being carried on behalf of the Ministry of Education.**

21) As per the background information, in September 2021, the Ministry of Education and Culture entered into a contract, albeit verbal, with Mr. Herbert to transport students of the Elmore Stoutt High School between the temporary campus at CTL Pasea Estate and the campus of the Elmore Stoutt High School. This was to cover the school year of September, 2021 to June, 2022.

22) During this period no payment was made to Mr. Michael Herbert. Hitherto, the outstanding amount to be paid is one hundred and fifty thousand, six hundred and seventeen dollars and sixty cents (\$150,617.60) which is above the threshold of a major contract.

23) The new Public Procurement Act, 2021 (No. 39 of 2021) and the Public Procurement Regulations, 2022 which came into force on 6th September, 2022 addresses the procurement of works, goods and services. Nevertheless, there are transitional provisions under Section 58 to address contracts that were existing before the Act came into effect. Hence, the Ministry of Education and Culture is seeking a waiver under the Public Finance Management Regulations, 2005 as amended.

24) Presently the supply vote under Head 25484030 -Secondary Education Subhead 528675 -Transportation has a remaining balance of approximately two hundred and one thousand, six hundred dollars (\$201,600.00) which is sufficient to honour this payment. However, there are other commitments that would need to be paid by year-end. Therefore the Ministry of Education and Culture is working to identify savings to reallocate to the supply vote.

25) Notwithstanding, the Ministry of Finance would like to underscore the importance of adherence to the procurement framework outlined in the Public Procurement Act, 2021 and Public Procurement Regulations, 2022. Best practice dictates that public procurement falls within the scope of the above mentioned.

### **Budget**

26) The payment will be made from Head 25484030 -Secondary Education, Subhead 528675 - Transportation

## **Communication Strategy**

27) Mr. Herbert will be written to upon permission being granted for the payment and Cabinet will communicate the tender waiver utilising established policies and medium.

## **Conclusion**

28) Cabinet is asked to concur with the decision. All staff members have been alerted to not allow this to take place again and all contracts for bus drivers will be tendered for January 2023 and going forward.

29) Cabinet is asked to consider and concur with the decision sought.

## **Decision Sought**

Cabinet decided that:

- a. the tender process be waived to retroactively enter into a contract with Mr. Michael Herbert in the amount of one hundred and fifty thousand, six hundred and seventeen dollars and sixty cents (\$150,617.60) for the 2021-2022 school year for transporting students between the Pasea Estate CTL campus and Lower Estate Campus for classes;
- b. the payments be made from Head 25484030-Secondary Education, Subhead 528675 -Transportation; and
- c. an expedited extract be issued to allow for the decision of Cabinet to be acted upon before the confirmation of Minutes.

Dr. the Hon. Natalio Wheatley  
Minister of Finance  
21 December 2022

# APPENDICES

**BUS SCHEDULE FOR STUDENTS TRAVELLING BETWEEN THE  
PASEA ESTATE (CTL) CAMPUS AND THE LOWER ESTATE CAMPUS  
OF THE ESHS**

**Bus Schedule - Sendrick Smith**

	<b>Total</b>	<b>Time</b>		<b>Pick Up</b>	<b>Drop Off</b>
<b>Monday</b>	27	9:40 AM		CTL	LE
	23	10:25 AM		CTL	LE
	13	2:50 PM		CTL	LE
<b>Tuesday</b>	20	9:30 AM		LE	CTL
	25	2:05 PM		LE	CTL
<b>Wednesday</b>	43	10:25 AM		CTL	LE
<b>Thursday</b>	26	10:25 AM		CTL	LE
	47	2:40 PM		CTL	LE
<b>Friday</b>	50	10:25 PM		CTL	LE
	14	2:50 PM		CTL	LE

**Bus Schedule Michael Herbert**

	<b>Total</b>	<b>Time</b>		<b>Pick Up</b>	<b>Drop Off</b>
<b>Monday</b>	51	9:40 AM		LE	CTL
	43	10:25 AM		LE	CTL
	11	2:50 PM		LE	CTL
<b>Tuesday</b>	71	10:25 AM		CTL	LE
	50	2:05 PM		LE	CTL
<b>Wednesday</b>	67	9:35 AM		LE	CTL
	18	2:05 PM		LE	CTL

<b>Thursday</b>	14	9:40 AM		LE	CTL
	93	1:55 PM		LE	CTL
<b>Friday</b>	13	9:40 AM		LE	CTL
	50	10:25 AM		CTL	LE
	93	1:55 PM		LE	CTL

## Bus Driver Fees for Sept 2021 - June 2022 In between ESHS

<u>Bus Driver</u>	<u>Students Per Week</u>	<u>\$ Per Student Per Week</u>	<u>Monthly Costs</u>	<u>(2months +3Days) Feb &amp; March 2022</u>	<u>(9days) 22-Apr</u>	<u>(2months +2Days) May &amp; June 2022</u>	<u>(3months +2Days) Sept - Nov 2021</u>	<u>8 Days Dec 1 - 10 2021</u>
Micheal Herbert	574	\$ 8.00	\$ 18,368.00	\$ 39,491.20	\$ 8,265.60	\$ 38,572.80	\$ 56,940.80	\$ 7,347.20

**Total**

**Total**

\$ 150,617.60

**\$ 150,617.60**



# MEMORANDUM

**Ref.:** IA/ADM1/3C  
**To:** Financial Secretary  
**From:** Director of Internal Audit  
**Date:** December 9, 2022

**Re: Cabinet Paper – Permission to Waive the Tender Process to Pay Mr. Michael Herbert for Transportation of School Students Between Campuses - ESHS**

I am tasked with offering comments on the appropriateness of this Cabinet Paper regarding the referenced subject. In fulfillment of this obligation I have been given a broad scope to conduct any review that I deem appropriate and provide my findings and opinion to Cabinet for its consideration. I now offer the following observations for Cabinet's information and consideration.

The Ministry of Finance on behalf of the Ministry of Education is seeking Cabinet's approval to waive the tender process to facilitate payment to Mr. Michael Herbert for services rendered during the 2021-2022 school year.

After a cursory review and based solely on the content of the paper, I do not believe that this procurement would have met the standard for which a waiver would be appropriate. However, once again Cabinet is being placed in an untenable position where it is not being asked to approve the procurement but rather to approve the payment. Cabinet is being asked to weigh the reputational risk to Government if it does not approve this payment to a contractor who dutifully rendered service to the Government in good faith and rubberstamping the payment as a formality.

The fact is the Ministry engaged Mr. Herbert for this extended period without a properly executed contract. Based on the paper, the Ministry became aware of the need to seek Cabinet's intervention circa November 2021, not in June 2022 as stated in the paper. Despite this awareness, the Ministry failed to take the necessary actions to seek such approval. It is now a full year after this realization that Cabinet is now being asked to intervene. Although, the Ministry's commitment is to tender such future contracts, it does not negate the current situation.

I note that the paper also lacks adequate supporting documentation that would help Cabinet make an informed decision. There is no draft contract, no contract terms, very scant information on the actual performance by the contractor, not even an offer letter given to the contractor signaling term agreement. Cabinet is being asked to approve the payment based on a bus schedule, an invoice, and an explanation. Evidently, Cabinet does expect more.

Despite, my criticisms, I would encourage Cabinet to approved the payment to Mr. Herbert for services rendered. However, I would also recommend that any future instances of breaches of

Memorandum to Financial Secretary

Date: December 9, 2022

Re: Cabinet Paper – Contract Waiver for Mr. Michael Herbert for Bus Services-ESHS

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proper procurement protocols across Government be met with the provision of surcharge as contained in the Public Finance Management Act 2004.

The Public Procurement Act 2021 became effective on September 6, 2022. The Act requires that the Government take a more structured approach to procurement. Gone are the days where verbal contracts and undocumented agreements are acceptable. The Act demands that public expenditure be conducted in a manner that is transparent, accountable and equitable.

Regards,



# No. 121 / 2023

Registered Contract

Contract No. MEC/03M/2022



**AGREEMENT**

**Between**

**The Government of the Virgin Islands**

**And**

**MBH Services Limited**



*Ministry of Education, Youth Affairs & Sports  
Government of the Virgin Islands  
Road Town, Tortola, Virgin Islands*

**CONTRACT NO. MEC/03M/2022**

**THIS AGREEMENT** is made this <sup>27<sup>th</sup></sup> day of March 2023 **BETWEEN THE GOVERNMENT OF THE VIRGIN ISLANDS**, having its primary address at 33 Admin Road, Road Town, Tortola, Virgin Islands (hereinafter referred to as “the Government”), of the One Part and **MBH Services Limited**, a duly registered company in the Territory of the Virgin Islands with its registered address situated at [REDACTED] (hereinafter called “the Corporation”), of the Other Part (hereinafter collectively referred to as “the Parties”).

**WHEREAS**

- (a) The Government is desirous of engaging the services of the Corporation to provide daily transportation of students between the Elmore Stoutt High School, Road Town campus and the Pasea Estate CTL campus.
- (b) The Corporation has represented to the Government that it has the requisite equipment; as well as personnel with the relevant qualifications, expertise and skills, to execute these services.
- (c) The Corporation has submitted to the Government a proposal for the services which is annexed hereto as Schedule I and which shall be read and construed as part of this Agreement.

**NOW THEREFORE, IT IS AGREED as follows:**

**1. Engagement and duration**

1.1 Subject as hereinafter provided, the Government retains the Corporation to provide daily transportation of students between at the Elmore Stoutt High School Road Town campus and the Pasea Estate CTL campus (“the Services”) schedule of transportation as follows:

Monday - 168  
Tuesday - 166  
Wednesday - 128  
Thursday - 180  
Fridays - 210

- 1.2 The term of this Agreement shall be for Ten (10) months commencing on **September 1st, 2021** until **June 30<sup>th</sup>, 2022**.

## 2. **The Corporation's Obligations**

The Services particularised in Clause 1.1 hereof shall be performed by the Corporation and the Corporation agrees to perform the obligations enumerated below.

- 2.1 The Corporation shall provide the Services in an expert and diligent manner and shall promptly and faithfully comply with and observe all lawful and proper directives and orders which may from time to time be given by the Government within the ambit of this Agreement.
- 2.2 The Corporation shall at its own expense ensure that all employees selected to provide the Services under this Agreement are trained and qualified to the standard required by the Government.
- 2.3 The Corporation represents and warrants that all its personnel are employees Corporation will be solely responsible for payment of wages, benefits, worker's compensation, disability benefits, unemployment insurance and all statutory obligations for its employees, all in accordance with the laws of the Virgin Islands.
- 2.5 In the event that any employee of the Corporation assigned to perform the Services under this Agreement, is determined by the Government to be unacceptable, the Government will notify the Corporation of such in writing, and such employee will be immediately removed from such assigned service. The Government's enforcement of its rights and remedies

under this clause will not affect in any way the Corporation's responsibilities, liabilities, or warranties under this Agreement.

- 2.6 The Corporation shall purchase from and maintain insurance for protection from claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from the Corporation's performance of the Services under this Agreement. This insurance shall be written for not less than limits of liability specified in this Agreement and shall include contractual liability insurance applicable to the Corporation's obligations herein. Certificates of such insurance shall be filed with the Government prior to the commencement of the Services. The insurance shall be provided by a reputable insurance company lawfully authorized to conduct business in the Virgin Islands. Such insurance shall be maintained without interruption during the Term of this Agreement and for an additional six months after its termination. The Corporation shall name the Government and its agents and employees as additional insureds on all insurance policies, except the Workers' Compensation policy.

### 3. Fees and Payments

- 3.1 In consideration of the Services rendered in accordance with Clause 1, the Corporation shall be entitled to be paid the total sum of **One Hundred Forty Eight Thousand, Seven Hundred Eighty Dollars and Eighty Cents (\$148,780.80)** ("the Contract Sum"); with the amount due at the of end of each month upon submission of invoice based on the Schedule of Fees which is annexed hereto and which shall be read and construed as part of this Agreement.
- 3.2 The Contract Sum shall be paid to the Corporation on a monthly basis upon the production of an invoice by the Corporation to the Government, beginning on the next month following the commencement of this Agreement. The Government agrees that payment of the invoice shall be made within thirty (30) days of receipt. Any default in payment of an invoice after thirty (30) days of its presentation, shall constitute a material breach of this Agreement and the Corporation shall be entitled to terminate this Agreement. In such an event the Government shall not pay, nor be required to pay, any amount above the

outstanding invoice amount.

#### 4. **Representations and Warranties**

4.1 The Corporation makes the following warranties and representations:

- (i) to employ staff with the necessary expertise for performing the Services;
- (ii) to undertake background checks on all its staff, personnel and or employees and ensure that none of its staff, personnel and or employees has never been convicted of a criminal offence in or outside the Virgin Islands.
- (iii) to perform the Services in a safe, professional manner in strict conformity with the best standard practice in the applicable industry and in full compliance with applicable laws, rules and regulations;
- (iv) to provide the Government with reasonable advance notice if any permit, license, certificate, approval or assurance is to expire and not be renewed or becomes subject to revocation or suspension;
- (v) to immediately notify the Government in writing if any permit, license, certificate, approval or assurance, which becomes required to perform the Services hereunder are not obtained;
- (vi) it is a legally organized, validly existing and in good standing under the laws of the Virgin Islands.

#### 5. **Confidentially and Restrictions**

5.1 The Corporation agrees to treat as confidential all information received from the Government. The Corporation agrees to disclose this information only to those who need to know it for the performance of this Agreement.

5.2 The Corporation shall keep secure and take all reasonable precautions to provide for safe custody of the Government's information and data in his possession and to prevent unauthorised access thereto and will ensure that the said information and data remain with the Government.

- 5.3 Any confidential, technical or commercial information; whether verbal, in writing or in any other form, pertaining to the Services given to the Corporation by the Government or its authorised officers, agents, employees or representatives or acquired by the Corporation on behalf of the Government during the course of this Agreement (the "Information") shall not be disclosed to any person or third party without the Government's prior written consent.
- 5.4 All rights to any creative work and material produced by the Corporation in the performance of the Services shall be the property of the Governments and the Corporation hereby assigns and transfers all rights, title and interest including any copyrights to such intellectual property of the Government.
- 5.5 The Corporation's obligations under this clause shall subsist even after the termination of this Agreement.

#### 6. Inspections/Audits and Records

- 6.1 The Government shall have the right to inspect copies of all written licenses, permits or approvals issued by any governmental entity or agency to the Corporation, which are applicable to the performance of this Agreement.
- 6.2 The Corporation shall maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary to adequately reflect the accuracy or the Corporation's charges and invoices under this Agreement. At the Government's request the Corporation shall make records/information available for the purpose of verification of the amounts charged to the Government for all goods and/or services provided by the Corporation in connection with this Agreement.

#### 7. Independent Corporation

- 7.1 The Corporation is an independent entity and shall not be regarded for any purpose as an employee and or agent of the Government.

## 8. Indemnification

8.1 The Corporation shall indemnify and hold harmless the Government, its officers, employees, from and against all claims, damage, losses and expenses, arising out of or resulting from acts, omissions, negligent or intentional acts of the Corporation, or its officers, directors, employees, agents, or assigns, in connection with the performance of the Corporation's obligations under this Agreement.

## 9. Waiver

9.1 The failure of the Government to enforce any provision of this Agreement shall not constitute a waiver of such provision.

## 10. Termination

10.1 The Agreement may be determined by either party giving to the other **thirty (30) working days'** written notice of termination or **thirty (30) days** remuneration in lieu of notice whereupon all rights and advantages reserved to the Corporations by this Agreement shall cease forthwith.

10.2 The Government shall have the rights to terminate this Agreement forthwith in the following circumstances:

- (i) If the Corporation at any time after signing hereof: (a) neglects, fails, refuses or becomes unable to perform any of his duties or to comply with any legitimate order; or (b) discloses any information in respect of the affairs of the Government or any implementing or executing agency to any unauthorized person; or
- (ii) If the Corporation is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect the performance of the Services under this Agreement.

## 10. Assignment

- 11.1 The Corporation shall have no rights to assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Agreement or any rights hereunder or any part thereof.
- 11.2 The Government has the right to assign this Agreement upon giving five (5) days' notice to the Corporation in the following circumstances:
- a) If the Corporation neglects, fails, refuses or is unable to fulfill their obligations under the agreement.
  - b) If the Corporation is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect the performance of the Services under this Agreement.

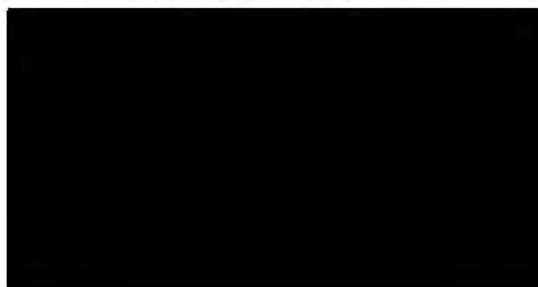
## 12. Notices

- (i) Any notice given by the Corporation shall be delivered or sent by post to the Government at the following address:

**Marcia Potter, Ph.D.**  
**Permanent Secretary**  
**Ministry of Education, Youth Affairs, and Sports**  
3<sup>rd</sup> Floor  
E.A Creque Building  
Road Town, Tortola  
British Virgin Islands  
Email: MaPotter@gov.vg

- (ii) Any notice given by the Government shall be delivered or sent by post to the Corporation at the following address:

**MBH Services Limited**



## 13. Force Majeure

- 13.1 In the event of any strike, lock-out, enemy action, riot, civil commotion, fire earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the Parties have no control and which causes a cessation or a substantial interference with the performance of the Services by the Corporation, the duty of the Corporation to perform the Services shall forthwith be suspended until such circumstance shall have ceased

and the Government shall not be liable to make any payment in respect of the period of suspension.

#### **14. Continuing Obligations**

14.1 The expiration or determination of this Agreement however arising shall not affect those terms which are expressed to operate to have effect after the termination of this Agreement including but not limited to Clause 4 and shall be without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

#### **15. Governing Law**

15.1 The construction, performance and validity of this Agreement shall be governed by the laws of the Virgin Islands and in the event of a dispute the laws of the Virgin Islands shall apply.

#### **16. Variations**

16.1 No variation, modification or amendment to this Agreement shall be valid unless reduced into writing signed by the Parties.

#### **17. Dispute Resolution**

17.1 In the event of a dispute between the Parties concerning any matter arising from or connected with this Agreement, the Parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the Parties.

17.2 If the dispute is not resolved through negotiations, the Parties shall attempt to resolve the dispute by mediation with a mediator to be appointed by the Government.

17.3 If the dispute is not resolved through mediation within twenty-eight (28) days of initiation of that procedure, or such extended period as the parties may agree, either party shall be entitled to commence litigation in the Territory of the Virgin Islands.

18. Entire Agreement

18.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or understanding.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed as of the day and year first written above.

SIGNED by **Dr. the Honourable Natalio Wheatley** )  
Premier and Minister of Finance )  
for and on behalf of the )  
Government of the British Virgin )  
Islands in the presence of )  
*E. Crawford* )  
..... )  
Witness )

*Natalio Wheatley*  
.....  
Dr. the Hon Natalio Wheatley  
Premier and Minister of Finance

Name of Witness: *EVANICE CRAWFORD*  
Address of Witness: *Road Lion*  
*Tortola B.V.I.*

SIGNED by **Mr. Micheal Herbert** )  
Owner )  
For and on behalf of MBH Services Limited )  
In the presence of: )  
..... )  
*Micheal Herbert* )  
Witness )

*Micheal Herbert*  
.....  
**Micheal Herbert**

Name of Witness: *Samal Jones*  
Address of Witness: *M.F.YAS*

.....

I HEREBY CERTIFY that the above-named **Dr. the Honorable Natalio Wheatley** appeared before me on the 4, day of, April 2023 and being known to me acknowledged the above signature to be his and that he has freely and voluntarily executed this instrument and understood its contents.


FEE STAMPS ON ORIGINAL  
\$ 1.00

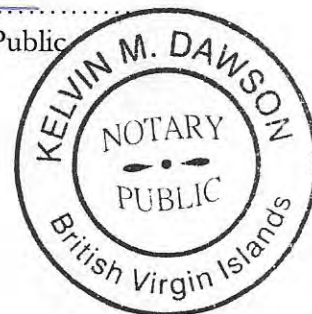
  
Notary Public



I HEREBY CERTIFY that the above-named **Mr. Micheal Herbert** appeared before me on the 4, day of April 2023 and being known to me acknowledged the above signature to be his and that he has freely and voluntarily executed this instrument and understood its contents.

FEE STAMPS ON ORIGINAL  
\$ 1.00

  
Notary Public



CONTRACT NO. MEC/03M/2022

Commitment: \$148,780.80

Head: 25484030

Sub-Head: 528675

Finance & Planning Officer,  
Ministry Education & Culture: \_\_\_\_\_



Funds available: Yes  No

Starting Date: December 1<sup>st</sup>, 2021

Completion Date: June 30<sup>th</sup>, 2022

Authorized By:   
Permanent Secretary, ME&C

**Schedule of Fees**

September 2021 - 574 Students x \$1.60 x 20 Days	\$18,368.00
October 2021 - 574 Students x \$1.60 x 20 Days	\$18,368.00
November 2021 - 574 Students x \$1.60 x 20 Days	\$18,368.00
December 2021 - 574 Students x \$1.60 x 8 Days	\$ 7,347.20
February 2022 - 574 Students x \$1.60 x 20 days	\$18,368.00
March 2022 - 574 Students x \$1.60 x 23 days	\$21,123.20
April 2022 - 574 Students x \$1.60 x 9 days	\$ 8,265.60
May 2022 – 574 Students x \$1.60 x 22 days	\$20,204.80
June 2022 – 574 Students x \$1.60 x 20 days	\$18,368.00
<b>Total</b>	<b>\$148,780.80</b>



**Century Insurance Agency**  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagicobvi.com

Insured: Name: **MBH SERVICES LTD**

[Redacted Name]

Business or Profession: **TAXI SERVICES**

Policy Number :

[Redacted Policy Number]

Period of Insurance: (a) From: **08-Nov-2022** To: **07-Nov-2023**

Schedule No: **7**

(b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **2002 FORD F350 VAN**

[Redacted Vehicle ID]

Insured Value: **US\$0.00**

Seating: **27** Color: **NAVY BLUE**

Engine No.:

Engine size: **10 CYL**

Registr. No.: **TAXI-446**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf)

[Redacted Deductible]

Limits of Liability:

Limit of the amount of the Company's liability under Section 1-3.....

Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....

Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....

Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:

**Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs**

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

**Limitations as to use:**

Use only for social, domestic and pleasure purposes and for the insured's business.

**THE POLICY DOES NOT COVER** use for hire or reward, racing, pacemaking, speeding, testing, competitions, rallies or trials; the carriage of goods other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade, or use whilst under the influence of alcohol or drugs.

Agent: **CENTURY INSURANCE AGENCY**

Assignee: **NONE**

Additional

Notes:

Date of Signature of Proposal and Declaration:

Signed at: Tortola B.V.I.

Examined: \_\_\_\_\_

on: December 01, 2022 3:41:19PM

[Redacted Signature Area]



Signed on behalf of the Company



**Century Insurance Agency**  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagicobvi.com

Insured: Name: **MBH SERVICES LTD.**



Business or Profession: **TAXI SERVICES**

Policy Number :



Schedule No: **7**

Period of Insurance: (a) From: **08-Nov-2022** To: **07-Nov-2023**

(b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **2005 FORD F-350 SAFARI**

VIN No.:

Insured Value: **US\$0.00**

Seating: **27** Color: **GREEN & BLACK**

Engine No.:

Engine size: **6 CYL**

Registr. No.: **T-16**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf)



Limits of Liability:

Limit of the amount of the Company's liability under Section 1-3.....

Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....

Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....

Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:

**Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs**

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

**Limitations as to use:**

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Agent: **CENTURY INSURANCE AGENCY**

Assignee: **NONE**

Additional

Notes:

Date of Signature of Proposal and Declaration:

Signed at: Tortola B.V.I.

Examined: \_\_\_\_\_

on: December 01, 2022 3:41:19PM



*[Signature]*  
 Signed on behalf of the Company



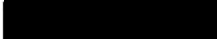
**Century Insurance Agency**  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagico.bvi.com

Insured: Name: **MBH SERVICES LTD.**



Business or Profession: **TAXI SERVICES**

Policy Number :



Schedule No: **7**

Period of Insurance: (a) From: **08-Nov-2022** To: **07-Nov-2023**

(b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **2009 HYUNDAI COUNTY BUS**

VIN No.: Insured Value: **US\$0.00** Seating: **30** Color: **WHITE**

Engine No.: Engine size: **6 CYL** Registr. No.: **T-17**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf)

Limits of Liability:

Limit of the amount of the Company's liability under Section I-3.....

Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....

Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....

Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:

**Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs**

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

**Limitations as to use:**

Use only for social, domestic and pleasure purposes and for the insured's business.

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Agent: **CENTURY INSURANCE AGENCY**

Assignee: **NONE**

Additional

Notes:

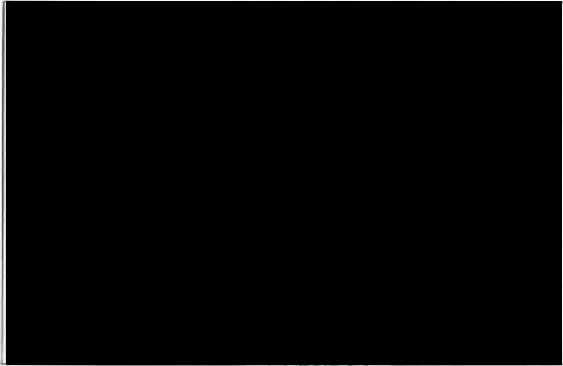
Date of Signature of Proposal and Declaration:

Signed at: Tortola B.V.I.

Examined: \_\_\_\_\_

on: December 01, 2022 3:41:19PM

wguishard



Signed on behalf of the Company



**Century Insurance Agency**  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagicobvi.com

Insured: Name: **MBH SERVICES LTD.**  
 Address: [Redacted]  
 Business or Profession: **TAXI SERVICES**

Policy Number : [Redacted]  
 Schedule No: **7**

Period of Insurance: (a) From: **29-Dec-2022** To: **07-Nov-2023**  
 (b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **2000 FORD F-350 SAFARI**  
 VIN No.: [Redacted] Insured Value: **US\$0.00** Seating: **30** Color: **BLUE**  
 Engine No.: [Redacted] Engine size: **10 CYL** Registr. No.: **T-20**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf) [Redacted]

Limits of Liability:  
 Limit of the amount of the Company's liability under Section 1-3.....  
 Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....  
 Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....  
 Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:  
 Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

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Agent: **CENTURY INSURANCE AGENCY**  
 Assignee: **NONE**

Additional Notes:

Date of Signature of Proposal and Declaration:

Signed at: **Tortola B.V.I.**

Examined:

on: **December 01, 2022 3:41:19PM**

[Redacted Signature Area]

Signed on behalf of the Company



Century Insurance Agency  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagicobvi.com

Insured: Name: **MBH SERVICES LTD.**

Address: [Redacted]

Business or Profession: **TAXI SERVICES**

Policy Number : [Redacted]  
 Schedule No: **7**

Period of Insurance: (a) From: **29-Dec-2022** To: **07-Nov-2023**

(b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **2001 FORD F-350 SAFARI**

VIN No.: [Redacted] Insured Value: **US\$0.00** Seating: **27** Color: **BLUE**

Engine No.: [Redacted] Engine size: **10 CYL** Registr. No.: **TAXI-1194**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf) [Redacted]

Limits of Liability:

Limit of the amount of the Company's liability under Section I-3.....

Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....

Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....

Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:

**Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs**

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

Limitations as to use:

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Agent: **CENTURY INSURANCE AGENCY**

Assignee: **NONE**

Additional

Notes:

Date of Signature of Proposal and Declaration:


Signed at: Tortola B.V.I.

Examined: \_\_\_\_\_

on: December 01, 2022 3:41:19PM

wguishard

[Redacted Signature Area]

  
 Signed on behalf of the Company



**Century Insurance Agency**  
 P.O. Box 3448, Road Town, Tortola, B.V.I  
 Phone: (284) 394-6433 Fax: (284) 494-6133  
 Email: info@nagicobvi.com

Insured: Name: **MBH SERVICES LTD.**  
 Address: [Redacted]  
 Business or Profession: **TAXI SERVICES**

Policy Number : [Redacted]  
 Schedule No: **7**

Period of Insurance: (a) From: **29-Dec-2022** To: **07-Nov-2023**  
 (b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: **1999 FORD F-350 SAFARI**  
 VIN No.: [Redacted] Insured Value: **US\$0.00** Seating: **25** Color: **BLUE & WHITE**  
 Engine No.: [Redacted] Engine size: **8 CYL** Registr. No.: **T-15**

Insurance Provided: **THIRD PARTY Taxi** (as described overleaf)

Deductible (See overleaf) [Redacted]

Limits of Liability:  
 Limit of the amount of the Company's liability under Section 1-3.....  
 Limit of the amount of the Company's liability under Section II-1 (a) & 1 (b) in respect of any one claim or series of claims arising out of one event.....  
 Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....

Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to  
 Geographical Area | Court of Jurisdiction:..... **Tortola | British Virgin Islands**

Authorized Drivers: Any of the following:

**Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs**

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

**Limitations as to use:**

Use only for social, domestic and pleasure purposes and for the insured's business.

**THE POLICY DOES NOT COVER** use for hire or reward, racing, pacemaking, speeding, testing, competitions, rallies or trials; the carriage of goods other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade, or use whilst under the influence of alcohol or drugs.

Agent: **CENTURY INSURANCE AGENCY**  
 Assignee: **NONE**

Additional Notes:

Date of Signature of Proposal and Declaration:

Signed at: **Tortola B.V.I.**

Examined: \_\_\_\_\_

on: **December 01, 2022 3:41:19PM**



Signed on behalf of the Company



Century Insurance Agency
P.O. Box 3448, Road Town, Tortola, B.V.I
Phone: (284) 394-6433 Fax: (284) 494-6133
Email: info@nagicobvi.com

Insured: Name: MBH SERVICES LTD.
Address: [Redacted]

Policy Number : [Redacted]
Schedule No: 7

Business or Profession: TAXI SERVICES

Period of Insurance: (a) From: 01-Dec-2022 To: 07-Nov-2023
(b) Any subsequent period of which the insured shall pay and the Company shall agree to accept a renewal premium

Vehicle: 2006 FORD F350 SAFARI
VIN No.: [Redacted] Insured Value: US\$0.00 Seating: 27 Color: BLACK
Engine No.: [Redacted] Engine size: 10 CYL Registr. No.: T-90

Insurance Provided: THIRD PARTY Taxi (as described overleaf)

Deductible (See overleaf) [Redacted]

Limits of Liability:
Limit of the amount of the Company's liability under Section I-3.....
Limit of the amount of the Company's liability under Section II-1 (a) & I (b) in respect of any one claim or series of claims arising out of one event.....
Limit of the amount of the Company's liability for medical expenses under Section III in respect of any one person.....
Maximum Liability under Section II-1 (a) & 1 (b) of policy booklet is amended to
Geographical Area | Court of Jurisdiction:..... Tortola | British Virgin Islands

Authorized Drivers: Any of the following:
Any Authorized Driver 25 yrs or older with a valid license for at least 2 yrs

Provided that the person driving holds a license to drive the Motor Vehicle or has held within the last 12 months a valid license to drive the Motor Vehicle and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required by the licensing or other laws or regulations. It is also a condition of this policy that all rules, laws, regulations requirements of the local government must be complied with.

Limitations as to use:
Use only for social, domestic and pleasure purposes and for the insured's business.
THE POLICY DOES NOT COVER use for hire or reward, racing, pacemaking, speeding, testing, competitions, rallies or trials; the carriage of goods other than samples in connection with any trade or business or use for any purpose in connection with the Motor Trade, or use whilst under the influence of alcohol or drugs.

Agent: CENTURY INSURANCE AGENCY
Assignee: NONE

Additional Notes:

Date of Signature of Proposal and Declaration:

Signed at: Tortola B.V.I.

Examined:

on: December 01, 2022 3:41:19PM

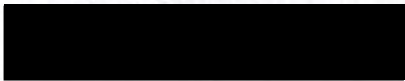
wguishard

[Redacted Signature Area]



**MBH SERVICES LIMITED**  
 dba Micheal Herbert's Taxi Service

Invoice No. 1125-2022



**INVOICE**

**Customer**

Name Ministry of Education & Culture  
 Address ATTN: Dr. Marcia Potter  
 City Tortola State BVI  
 Phone 284-468-3701

Date 11/2/2022  
 Ref # \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	Transportation provided for Elmore Stoutt High School in between school hours transportation		
1	September 2021	\$18,368.00	\$18,368.00
1	October 2021	\$18,368.00	\$18,368.00
1	November 2021	\$18,368.00	\$18,368.00

SubTotal	\$55,104.00
TOTAL	\$55,104.00

**Payment Details**

Wire Transfer

Office Use Only

*Thanks for choosing Micheal's Taxi Services .....most reliable,  
 dependable and affordable taxi service in Natures Little Secret!*

**MBH SERVICES LIMITED**  
 dba Micheal Herbert's Taxi Service

Invoice No. 1126-2022



**INVOICE**

**Customer**

Name Ministry of Education & Culture  
 Address ATTN: Dr. Marcia Potter  
 City Tortola State BVI  
 Phone 284-468-3701

Date 11/2/2022  
 Ref # \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
	Transportation provided for Elmore Stoutt High School in between school hours transportation		
1	December 2021	\$7,347.20	\$7,347.20
1	February 2022	\$18,368.00	\$18,368.00
1	March 2022	\$21,123.20	\$21,123.20

SubTotal \$46,838.40

**TOTAL** \$46,838.40

**Payment Details**

Wire Transfer

Office Use Only

*Thanks for choosing Micheal's Taxi Services .....most reliable,  
 dependable and affordable taxi service in Natures Little Secret!*



## CERTIFICATE OF GOOD STANDING

Reg. No. 8026

I hereby certify that.....**MBH SERVICES LIMITED** .....  
Of..... [REDACTED] .....

is in good standing

is not in good standing

owes sum of .....

satisfactory arrangements have been made to liquidate the above amount within the time period.

July 27, 2022  
DATE



.....  
for DIRECTOR  
NATIONAL HEALTH INSURANCE



# CERTIFICATE OF GOOD STANDING

Reg. No: 8026

I hereby certify that.....**MBH SERVICES LIMITED**.....

Of .....  .....

- is in good standing
- is not in good standing
- owes sum of .....
- satisfactory arrangements have been made to liquidate the above amount within the time period.
- is not registered
- Registered with the Board on .....**February 1<sup>st</sup>, 2017**.....

**August 15<sup>th</sup>, 2022**

DATE



for DIRECTOR  
SOCIAL SECURITY BOARD



# INLAND REVENUE DEPARTMENT

GOVERNMENT OF THE VIRGIN ISLANDS  
33 Admin Drive, Central Administration Building  
P.O. Box 4634, Road Town, Tortola, VG1110  
British Virgin Islands

Tel: (284) 468-2155 Fax: (284) 468-3379  
e-mail: [bvntaxes@gov.vg](mailto:bvntaxes@gov.vg) Website: [www.finance.gov.vg](http://www.finance.gov.vg)

## CERTIFICATE OF GOOD STANDING

I hereby certify that MBH Services Limited

of 

is in good standing.

is not in good standing

owes an undisclosed amount of tax

has outstanding documents

Dated this 15th day of August, 2022



COMMISSIONER OF INLAND REVENUE

This Certificate is not valid after 15th February, 2023.



Act No. 10 of 1989

Licence No: B9-388

SECOND SCHEDULE

[Section 7]

DEPARTMENT OF TRADE, INVESTMENT PROMOTION & CONSUMER AFFAIRS

GOVERNMENT OF THE BRITISH VIRGIN ISLANDS

Licence for a Business/Profession/Trade

Name and address of Licencee

MBH Services Limited

Corporation

Michael Herbert, Director



has been duly licenced to engage in the Business/Profession/Trade of

Taxi "Michael Herbert Taxi Services"

Address of licenced premises

Road Town

Effective Date

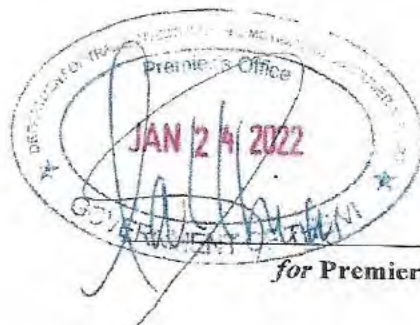
01/01/2022

mm/dd/yy

Expiration Date

12/31/2022

mm/dd/yy



PREMIER'S OFFICE

This licence issued, subject to payment in full, will be valid until 12/31/2022



Act No. 10 of 1989

Licence No: B9-762

SECOND SCHEDULE

[Section 7]

DEPARTMENT OF TRADE, INVESTMENT PROMOTION & CONSUMER AFFAIRS

GOVERNMENT OF THE BRITISH VIRGIN ISLANDS

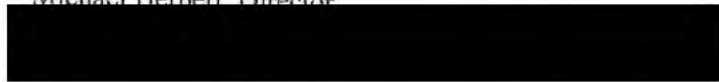
Licence for a Business/Profession/Trade

Name and address of Licencee

MBH Services Limited

Corporation

Michael Herbert, Director



has been duly licenced to engage in the Business/Profession/Trade of

Shuttle Service

Address of licenced premises

Road Town

Effective Date

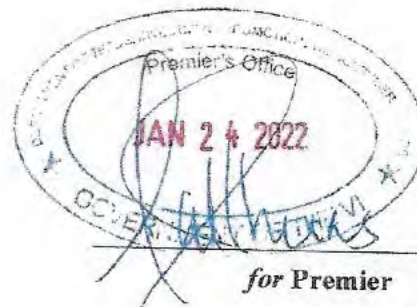
01/01/2022

mm/dd/yy

Expiration Date

12/31/2022

mm/dd/yy



PREMIER'S OFFICE

This licence issued, subject to payment in full, will be valid until 12/31/2022

NO. 121 of 2023

Dated the 27<sup>th</sup> day of Mar, 2023

BETWEEN:

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MBH Services



MAJOR CONTRACT

LODGED for RECORD at the Registrar's Office, Road Town, Tortola, British Virgin Islands this 11<sup>th</sup> day of April, 2023 at 3:00p.m.

dep Benjamin Registrar, Supreme Court

Ministry of Education, Culture, Youth Affair, Fisheries and Agriculture

Major Contract No. MEC/03M/2022

MBH Services