

REPUBLIC OF LIBERIA)
MONTERRADOCOUNTY)

S E R V I C E A G R E E M E N T

THIS SERVICE AGREEMENT is made and entered into this 27th day of March, A. D. 2020, by and between the Ministry of Health, Republic of Liberia represented by its deputy Minister for Administration Norwu G. Howard, (party of the first part, hereinafter known and referred to as the "MINISTRY"); and BLESS 1 LUXURY RESORT of Marshall Road, County of Margibi, Republic of Liberia, represented by its Proprietor Ellen V. Davless (party of the second part, hereinafter known and referred to as the "RESORT"). The Resort and the Ministry are collectively known and referred to as the "PARTIES" and each is known and referred to as "Party".

WITNESSETH:

WHEREAS, The Ministry is charged under Chapter 39 of the amended Executive Law of 1972 with administering government activities pertaining to the protection and improvement of public health;

WHEREAS, the Resort is a Liberian owned real estate entity;

WHEREAS, there is a fast spreading Coronavirus that has been declared by the WHO as a pandemic;

WHEREAS, the Republic of Liberia (through the Ministry), has selected the Resort and is using same for temporarily hosting and screening persons returning or arriving from countries affected by the Coronavirus, and the Resort has agreed to so contracted by the Ministry;

NOW THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1-CONSIDERATION

1.1. It is mutually agreed and understood by the parties that in consideration for the use of the Resort and the attending services the Resort shall render, the Ministry shall pay, or cause to be paid, to the Resort the sum of US\$43,820.00 (forty-three thousand eight hundred & twenty United States dollars) as per the attached Resort's Invoice/quotation, payable upon signing.

1.2. It is mutually agreed and understood by the parties herein that the payment to be so made by the Ministry to the Resort represents service fees for accommodation and the provision of three square meals a day (breakfast, lunch & dinner) to persons so hosted at the Resort and staff of the Government/Ministry deployed at the Resort.

SECTION 2- PERIOD

2.1. The services of the Resort shall be for a period of TWO WEEKS (14 DAYS) certain commencing on the 5th day of March, A. D. 2020, up to and including the 18th day of March, A.D. 2020 ("the Service Period").

2.2. *Optional Period.* It is mutually agreed and understood by the parties that upon the expiry of this Agreement, the Ministry shall have an option for renewal for the same terms and conditions provided herein. It is further agreed by the parties that except as provided under clause (3.3) or under an amendment duly made pursuant to Section 12 of this Agreement, all other terms and conditions of this Agreement shall be carried over to the extended period and be effective and enforceable thereunder.

2.3. The Resort hereby covenants and agrees that the Ministry, by paying the consideration aforementioned, and by performing all the other covenants herein contained shall, at all times during the life of this Agreement or any extension hereof,

exclusively enjoy the use of said premises and services of the Resort without any hindrance or molestation from the Resort or any person or persons whomsoever claiming any portion or the whole of the said premises, and the Resort undertakes to WARRANT AND to DEFEND the Ministry during the complete period herein granted.

SECTION 3- BILLS, TAXES AND RENOVATION

3.1. *Bills.* The parties agree and understand that the Resort shall pay or cause to be paid all utility bills including electricity, water and sewer, and such other expenses which shall be directly incidental to Resort's business during the life of this Agreement.

3.2. *Renovation.* The parties understand and agree that the Resort shall be responsible to renovate the property as and when due.

SECTION 4- PEACEFUL AND QUIET ENJOYMENT OF PROPERTY

The Resort do hereby covenants and agree that the Ministry by paying the fees aforementioned, and by performing all the other covenants herein contained shall, at all times during the life of this Agreement or any extension hereof, have, hold, and possess, and enjoy the said premises, to the exclusion of the general public, without any trouble or hindrance or molestation from the Resort or any person or persons whomsoever claiming any portion or the whole of the said premises, and undertake to WARRANT AND to DEFEND the premises and the Ministry during the complete period or periods herein granted; and at the expiration of the Agreement, the Ministry shall peacefully and quietly yield up and surrender unto the Resort the said premises in good and tenable condition; wear, tear and damage by the elements and act of God excepted. This clause shall not however be construed as depriving Resort or their assigns, administrators or representatives of necessary and lawful entry onto the premises.

SECTION 5- APPLICABLE LAWS

7.1. This Agreement shall be subject to the laws of Liberia adjudicative within its courts of competent jurisdiction.

7.2. The parties agree that during the term of this Agreement, the Ministry shall comply with all applicable laws affecting the premises, except as otherwise provided herein. The Ministry shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purposes.

6.2. Force majeure is defined as any event beyond the reasonable control of the parties such as, but not limited to, acts of God, war, insurrection, civil conflicts, civil commotion, strikes, elements of war, armed incursion, storm, tidal wave, flood, epidemic, explosion, fire, lightning, earthquake, or any other extraordinary event which the Ministry could not reasonably be expected to prevent or control.

SECTION 7- BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, successors-in-business, executors, and administrators as if they were specifically named herein.

SECTION 8-ENTIRETY OF AGREEMENT

This Instrument contains the entirety of the agreement between the parties herein and there are no other terms, obligations, covenants or conditions other than those set forth herein. No modification or variation hereof shall be valid unless evidenced by a subsequent agreement in writing and duly signed by both parties.

SECTION 9- DISPUTE SETTLEMENT

Any dispute arising out of or, in connection with this Agreement, if attempts at settlement by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

SECTION 10- AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SECTION 11- SEVERABILITY

If any part of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

SECTION 12- TERMINATION

The Ministry may terminate this Agreement before its expiry date by giving written notice to the Resort.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have set their hands and affixed their signatures on the date written below:

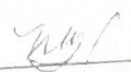
IN THE PRESENCE OF:

FOR THE RESORT:


Ellen V. Daviess
Proprietor

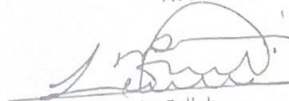
Date: march 27, 2020

FOR THE MINISTRY:


Norwu G. Howard, MSN.
Deputy Minister for Administration

Date: 3/27/20

ATTESTED:


Dr. Mosoka Fallah
Acting Director General, NPHIL

Date: 3/28/2020