



GUARDSMAN

MEMORANDUM

Guardsman Limited
2-6 Emmaville Crescent
Kingston CSO

To: Natalie Levy-Dawes
Financial Controller– **Finance Shared Services**

From: Charmain Mighty-Campbell
HRSS Welfare Manager

Date: November 28, 2022

Re: **MOL Settlement-HOWARD PRATT (Sector-Area 1)**

Kindly requesting a direct deposit in the amount of:

- **Four Hundred Fifty One Thousand Nine Hundred Forty Eight Dollars and Sixty Four Cent (\$451,948.64)** payable to the account of Howard Pratt on Friday, January 27, 2023.

Account Information

Account holder: Howard Pratt
Account number: 204177376
Name of Bank: National Commercial Bank
Address of Bank: Windward Road

Also, requesting a cheque for travel cash in the amount of:

- **One Hundred Seventy One Thousand Fifty One Dollars and Thirty Six Cents (\$171,051.36)** payable to TravelCash Jamaica Limited on Friday, January 27, 2023

This represents payment of Vacation Entitlement for the periods April 2010 to February 2022.

Regards,

/phj

RELEASE AND DISCHARGE

THIS RELEASE AND DISCHARGE is made the 23 day of November, 2022
by HOWARD PRATT of 25 Lucille Way, Edgewater in the parish of ST. Catherine
TRN: 108 458 083 (hereinafter called "the Releasor").

WHEREAS:

- a. A claim has been made by the Releasor against **GUARDSMAN LIMITED**, a company registered under the laws of Jamaica with offices at 2-6 Emmaville Crescent, Kingston CSO (hereinafter called "the Company") in which the Releasor is claiming entitlement arising from his/her contractual arrangements for the period of April 2010 to February 2022.
- b. The parties are desirous of resolving the matter amicably.

NOW THIS DEED WITNESSETH as follows:-

1. The Company has agreed to settle the Releasor's claim against the Company and the Company has agreed to give to the Releasor and the Releasor has agreed to accept the sum of **Six Hundred Twenty-Three Thousand Dollars (\$623,000.00) (inclusive of costs and interest)** payable as follows:
 - a) The sum of \$451,948.64 payable to Howard Pratt on Friday, January 27, 2023, and
 - b) The sum of \$171,051.36 payable to TravelCash Jamaica Limited on Friday, January 27, 2023,such acceptance on the part of the Releasor being **IN CONSIDERATION OF AND IN FULL AND FINAL SATISFACTION AND DISCHARGE** of any claim against the Company, its directors, servants and/or agents or other affiliated companies or persons for any alleged entitlement or pecuniary loss which the Releasor could or might have suffered arising directly or indirectly from the complaints and from all demands, claims, actions, suits or proceedings which have arisen or which could arise therefrom as against the Company including all matters dealing with his/her contractual relationship with the Company.
2. **ACCORDINGLY, THE RELEASOR HEREBY RELEASES AND DISCHARGES** the Company, its directors, servants and/or agents and all other affiliated companies or persons from all claims, demands, actions or proceedings whatsoever which the Releasor now has or could or might have had against the Company but for the execution of this Release.
3. The Releasor acknowledges that the aforesaid sum is given to the Releasor by the Company, entirely without prejudice to the Company or without admission of liability, blame or fault on the part of the Company.

4. The terms and conditions of this Release shall be and remain in strict confidence, and the Releasor hereby covenants not to communicate the terms hereof to any person or body of persons unless required to do so by a Court Order or otherwise by Law or the Regulations of any applicable Government Regulator or Authority. Provided that this clause shall not operate to prevent the Releasor from submitting this Agreement to any Attorney-at-Law of his/her choice or for any purpose relating to the enforcement hereof or the implementation of its terms. Should the Releasor in breach of the covenant communicate the terms aforesaid, this Agreement shall be null and void at the option of the Company and the Releasor shall be liable to repay the Company the aforesaid sum plus interest and Attorney's fees.
5. The parties hereby acknowledge and confirm that they have read this document in its entirety, fully understanding and accepting the terms and implications of the same, have sought, obtained and relied on independent legal advice and have signed it freely and voluntarily and agree to be bound by the terms and conditions stated herein.

IN WITNESS WHEREOF THE RELEASOR has executed this Release and Discharge on the day hereinbefore mentioned.

SIGNED by HOWARD PRATT)

On the 23rd day of November 2022)

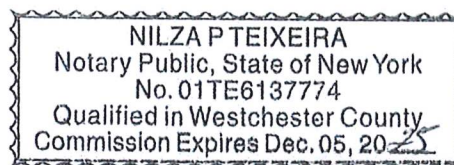
At)

In the parish of)

In the presence of: Nilza P. Teixeira)

JUSTICE OF THE PEACE FOR THE PARISH)

OF: Notary Public)



Mr. Castro
Guardzman Group Office

In Regards to the release form and payment.

I would like payment to be lodged to acc 204177376 NCB Windword Road.

Howard Pratt 37701

 Howard Pratt

