


MEMORANDUM

Marksman Limited
14-16 Balmoral Avenue
Kingston 10

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

From: Charmain Mighty-Campbell 
HRSS Welfare Manager

Date: November 03, 2022

Re: **MOL Settlement, MARK McPHERSON (Sector- Area 2)**

Kindly requesting two cheques in the amount of:

- **Three Hundred Eight Thousand Eight Hundred Forty One Dollars and Twelve Cents (\$308,841.12)** payable to Mark McPherson on Friday, December 16, 2022
- **Sixty Thousand One Hundred Fifty Eight Dollars and Eighty Eight Cents (\$60,158.88)** payable to TravelCash Jamaica Limited on Friday, December 16, 2022.

This represents payment of vacation entitlement for the period October 2007 to March 2018.

Regards,

/phj

RELEASE AND DISCHARGE

THIS RELEASE AND DISCHARGE is made the 02 day of November, 2022
by **MARK McPHERSON** of Pear Hill Knf 9 in the parish of ST Andrew
TRN: 105-448-907 (hereinafter called "the Releasor").

WHEREAS:

- a. A claim has been made by the Releasor against **MARKSMAN LIMITED**, a company registered under the laws of Jamaica with offices at 14-16 Balmoral Avenue, Kingston 10 in the parish of Saint Andrew (hereinafter called "the Company") in which the Releasor is claiming entitlement arising from his/her contractual arrangements for the period of October 2007 to March 2018.
- 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 **Three Hundred Sixty Nine Thousand Dollars (\$369,000.00) (inclusive of costs and interest)** payable as follows:
 - a) The sum of \$308,841.12 payable to Mark McPherson on Friday, December 16, 2022, and
 - b) The sum of \$60,158.88 payable to TravelCash Jamaica Limited on Friday, December 16, 2022,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 MARK McPHERSON)

On the 2nd day of November 2022)

At Morningside Hill)

In the parish of St Andrew)

In the presence of:)

)

)

Lawrence Taylor)

JUSTICE OF THE PEACE FOR THE PARISH

OF: Kingston

McP