

MEDIATION SETTLEMENT AGREEMENT

This Mediation Settlement Agreement is made and entered into this day of **NOVEMBER**, 2024
BETWEEN,

(i) **NATURAL RESOURCES CONSERVATION AUTHORITY**, a statutory body established under the Natural Resources Conservation Authority Act, 1991 with offices at 10 and 11 Caledonia Avenue, Kingston 5 in the parish of St. Andrew (hereinafter called "**NRCA**"), AND

(ii) **TRADE WINDS CITRUS LIMITED**, a company incorporated under the laws of Jamaica with registered offices in Bog Walk, in the parish of Saint Catherine (hereinafter called "**TWCL**"),

each a "Party" and collectively referred to as the "Parties".

WHEREAS:

- A. The NRCA acts on behalf of the Government of Jamaica and has the responsibility to ensure the proper use and management of Jamaica's natural resources through its executive agency, National Environment and Planning Agency ("**NEPA**");
- B. TWCL operates the Dairy Farmers' Facility in Bog Walk in the vicinity of the Rio Cobre river;
- C. On 18 December 2023, NEPA, through the Natural Resources and Conservation Authority, caused an information to be laid in the Saint Catherine Parish Court, charging TWCL with a breach of Section 11 of the Wild Life Protection Act for allegedly causing polluting matter (petroleum product) to enter the Rio Cobre river on 11 December 2023 (the "**Court Proceedings**");

- D. TWCL, with a proven record of environmental stewardship, swiftly implemented effective measures to prevent environmental damage, including remediation efforts and ceasing the use of heavy fuel oil in its operations;
- E. Mediation was held on 2 October 2024 *via* Zoom before mediator, Mr Dan Kelly, to discuss an amicable settlement of the Court Proceedings;
- F. As a result of the Mediation, the Parties have agreed to the terms set out below.

IN CONSIDERATION OF THE MUTUAL PROMISES AND ASSURANCES HEREIN THE PARTIES HAVE AGREED AS FOLLOWS:

CONSIDERATION & GENERAL TERMS

1. TWCL agrees to take all reasonable steps to maintain and expand its usage of best environmental practices across its operations and will actively collaborate with NEPA and community groups in environmental monitoring and developing sustainable solutions for the areas of the Rio Cobre river adjacent to its properties.
2. In consideration of the actions set out in Clause 1, NRCA agrees to immediately withdraw from the prosecution of the Court Proceedings and employ its best endeavours to secure the proper and effective termination of the Court Proceedings, including the entry of a Nolle Prosequi in the Saint Catherine Parish Court on or before the next court date of 27 November 2024.
3. The consideration set out in Clause 1 is offered by TWCL and accepted by NRCA in **full and final settlement** of the Court Proceedings and all claims or entitlements for damages, injunctive relief, declaratory relief, and any other form of legal or equitable remedy which NRCA may claim against TWCL, whether relating directly or indirectly to the subject matter of the Court Proceedings, including, but not limited to, any costs, and Attorney's costs.

4. **NRCA HEREBY RELEASES AND DISCHARGES TWCL**, its insurers, agents, assigns, licensees, and sub-licensees, from all liability, proceedings, claims, demands, suits, and actions whatsoever whether relating directly or indirectly to the subject matter of the Court Proceedings, which **NRCA** now has or at any time may have, whether such claims are or could be known to the Parties or be in their contemplation at the date of this Settlement Agreement which, but for the execution of this Settlement Agreement, **NRCA** could or may have had against **TWCL**, their insurers, agents, assigns, licensees, and sub-licensees.
5. **NRCA HEREBY AGREES AND COVENANTS** with **TWCL** that it will not at any time hereafter take or bring any action or proceedings or make any claim or demand whatsoever against **TWCL**, its insurers, agents, assigns, affiliates, licensees and/or sub-licensees arising directly or indirectly out of or relating to the subject matter of the Court Proceedings.

NO ADMISSION OF LIABILITY

6. It is understood and agreed to by the Parties that this Settlement Agreement is a compromise of the Court Proceedings and is not to be construed as an admission of liability or of any facts that could give rise to liability on the part of any of the Parties by whom liability is expressly denied.

NO FUTURE LAWSUIT

7. The Parties each warrant and represent that they will not bring or assist in any legal action against each other arising directly or indirectly out of or relating to the subject matter of the Court Proceedings, whatsoever.

CONFIDENTIALITY

8. The Parties each agree to maintain in strict confidence the existence of this Settlement Agreement and/or the negotiation that preceded it, their contents, terms, conditions, save that **NRCA** may make such disclosures to the DPP in so far as it is necessary to give effect to Clause 2. Each Party agrees to take every reasonable precaution to prevent disclosure to

third parties and each agrees that there will be no publicity directly or indirectly concerning this Settlement Agreement.

9. Neither the attorneys nor the representatives of either Party shall reveal any of the terms of this Settlement Agreement and/or the negotiation that preceded it to anyone.
10. It is understood and agreed to by the Parties that any disclosure made by either Party or by their agents, assigns, licensees and sub-licensees that is prohibited by this Settlement Agreement will be a material breach of this Settlement Agreement which entitles the non-offending Party to sue for damages and any other appropriate relief including, but not limited to, injunctive relief and specific performance.

COSTS

11. The Parties shall each bear their own costs, attorneys' costs, and other fees incurred in connection with the Court Proceedings and this Settlement Agreement.

ENTIRE AGREEMENT

12. This Settlement Agreement contains the entire agreement between the Parties regarding the matters set forth in it and may not be amended or modified by oral representations made before or after its execution. All amendments and modifications of this Settlement Agreement shall be in writing and duly executed by both Parties in the presence of a witness.

ADDITIONAL DOCUMENTS

13. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give effect to the basic terms and intent of this Settlement Agreement.

VOLUNTARY EXECUTION & REPRESENTATION OF COMPREHENSION OF DOCUMENT

14. This Settlement Agreement is executed voluntarily and without any duress or undue influence on the part of or on behalf of the Parties hereto with the full intent of releasing all claims. The Parties warrant and represent that:-
- (a) they have read this Settlement Agreement;
 - (b) they were each represented in the negotiation and preparation of this Settlement Agreement by Attorneys-at-Law of their own choice and relied upon the advice of their respective Attorneys-at-Law concerning the legal consequences of this Settlement Agreement;
 - (c) the terms of this Settlement Agreement have been completely read by and explained to the Parties by their respective Attorneys-at-Law;
 - (d) they understand the terms and consequences of this Settlement Agreement and the releases it contains;
 - (e) they are fully aware of the legal and binding effect of this Settlement Agreement; and
 - (f) the persons signing on their behalf have the authority to bind the Parties.
15. It is a precondition for this Settlement Agreement to be legally binding that it be signed by all Parties to it.

GOVERNING LAW

16. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of Jamaica.

JURISDICTION

17. Any dispute, controversy or claim arising out of or in connection with this Settlement Agreement shall be subject to the exclusive jurisdiction of the Supreme Court of Jamaica.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto the day and the year first above written.

SIGNED and SEALED for and on behalf of the
**NATURAL RESOURCES CONSERVATION
AUTHORITY**

By _____ Chairman

In the presence of:

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**CHAIRMAN OF THE NATURAL
RESOURCES CONSERVATION
AUTHORITY**

Attorney-at-Law/Justice of the Peace

Kimberley K. Myrie Essor
Attorney-at-Law
Atty. # 5582

SIGNED and SEALED for and on behalf of
TRADE WINDS CITRUS LIMITED

By PETER McCONNELL Director

And ANTHONY DESMOND Director/Secretary

In the presence of: MARIO A. Cox

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DIRECTOR

DIRECTOR/SECRETARY

Attorney-at-Law/Justice of the Peace

Jamaica



constituted the same group
and the same group
of the same group