

J A M A I C A

THE COMPANIES ACT

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

JAMAICA CITRUS PROTECTION AGENCY LIMITED

1. The name of the Company is the **JAMAICA CITRUS PROTECTION AGENCY LIMITED** (hereinafter called “the Agency”).
2. The registered office of the Agency will be situate in Jamaica.
3. The objects for which the Agency is established are:
 - a. implement a mandatory citrus certification scheme under authority delegated to it by Jamaican law;
 - b. provide advice and assistance to citrus growers and nurseries in areas such as plant health indexing, propagation, diagnostic laboratory tests, and other citrus research activities;
 - c. collect and disseminate information in Geographical Information System (GIS) format to keep track of the movement of plant materials and the occurrence and spread of plant pests;
 - d. promote public awareness, through education and extension, of the legal requirements of the certification scheme and the various diseases threatening Jamaican citrus production;
 - e. protect the integrity and standards of the citrus industry, particularly in the areas of plant health and quality management.
4. The Agency shall have the following powers which shall be exercised solely in the furtherance of the objects of the Agency, namely:
 - a. To import citrus germplasm as parent- and seed-source plants; conduct plant health certification; register nurseries; conduct diagnostic and other technical tests; inspect plants, premises, and facilities used in plant production; observe procedures; hire consultants, inspectors, and witnesses of technical procedures; collect fees; import and re-sell technical materials required in plant certification such as plant labels, laboratory equipment, and other materials; and conduct any other services for the benefit of the Jamaica Citrus Certification Programme.
 - b. To obtain funding and financing from individuals, agencies, organisations, firms, or other entities; and issue appeals for and to collect money and goods in kind and to organise any event for the purpose of raising funds for the attainment of the objects of the Agency and for making known the activities of the Agency;

- c. To appoint, train, and supervise inspectors to complete technical and regulatory tasks as called for under the regulations relating to the regulation of the citrus industry under the Plants (Quarantine) Act 1993;
- d. To conduct inspections of facilities, such as screen houses, nurseries, laboratories, seed source trees, parent trees, multiplication blocks, and scion material;
- e. To purchase, lease, exchange, hire, or by device, legacy, gift, or otherwise acquire any real or personal property;
- f. To sell, lease, exchange, dispose of, develop, turn to account, or otherwise deal with all or any part of the property and rights for the time being of the Agency;
- g. To borrow or raise money for any of the purposes of the Agency on such terms as may seem expedient, and to secure payment thereof or the satisfaction of any obligation or liabilities of the Agency in such manner as the Agency shall think fit, and in particular by mortgage charge or lien upon any part of the Agency's property, whether present or future, or by the issue of debenture stock perpetual or redeemable charged upon all or any part of such property or not so charged upon such stock terms and conditions, in all respects as may seem expedient and also by similar mortgage charge or lien to secure and guarantee the performance by the Agency of any obligation or liability it may undertake;
- h. To draw, make or accept, endorse, discount, execute, and issue all instruments both negotiable or non-negotiable and transferable and non-transferable, including promissory notes, bills of exchange, bills of lading, warrants and debentures, and bonds;
- i. To establish an endowment fund and invest and deal with any money of the Agency not immediately required for any of its objects in such manner as may from time to time be determined by a two-thirds majority vote of all eligible members;
- j. To act as Trustee (either alone or jointly with any other person or persons or corporation) of any real or personal property;
- k. To procure and obtain contributions, subscriptions, and donations of money to the funds of the Agency, or gifts, devices, or bequests of property of any kind for the use or purpose of the Agency, and to receive and deal with any such moneys or property (subject to any trusts, terms, or conditions imposed by the donors thereof) for any of the objects of the Agency as may seem expedient;
- l. To effect and maintain insurance against risk, loss, or liability to which the Agency may be subject;
- m. To pay the expenses of and incidental to the formation and incorporation of the Agency;
- n. To employ and remunerate officers, secretaries, accountants, clerks, translators, inspectors, lecturers, tutors, instructors, demonstrators, agents, servants, and other persons whom the Agency may consider it necessary or expedient to employ for the purpose of carrying on its work or otherwise in connection with any of its objects;
- o. To pay or give gratuities or pensions or other benefits to employees and ex-employees of the Agency or the dependents or connections of such persons;

- p. To do all other lawful things conducive to the attainment of any of the objectives of the Agency.

Provided that the Agency shall not support with its funds any object or endeavour or impose on or procure to be observed by its members or others any regulations, restrictions, or conditions which if an object of the Agency would make it a trade union.

5. All income and property of the Agency shall be applied solely towards the promotion of the objectives of the Agency as set forth in this Memorandum of Association and no portion thereof shall be paid or otherwise transferred to the members of the Agency, Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any member, Director, officer or servant of the Agency in return for any services actually rendered to the Agency, nor prevent the payment of interest at a rate not exceeding six per centum per annum on money lent, nor prevent the repayment of out-of-pocket expenses incurred on behalf of the Agency.
6. All additions, alterations, and amendments to the Articles of Association shall be submitted to the Minister under whose portfolio the Companies Act may fall.
7. The fifth and sixth paragraphs of this Memorandum contain conditions on which a license is granted by the said Minister to the Agency pursuant to Section 20 of the Act.
8. The liability of the members is limited.
9. Every member of the Agency undertakes to contribute to the assets of the Agency in the event of the same being wound up during the time that he is a member or within one year afterwards for payments of the debts and liabilities of the Agency contracted before the time at which he ceases to be a member and of the costs, charges, and expenses of winding up the same and for the adjustment of the contributions amongst themselves, such amount as may be required not exceeding Ten Dollars (\$10.00).
10. If upon winding up or dissolution of the Agency there remains after the satisfaction of all of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among members of the Agency, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Agency, which shall also prohibit the distribution of its or their income and property among its or their members. Selection of the institutions or institution shall be made by the members of the Agency at or before the time of dissolution or in default thereof by such Judge of the Supreme Court as may have or acquire jurisdiction in the matter, and if effect cannot be given to the aforesaid provision, then the property shall be disbursed to some charitable object.
11. True accounts shall be kept of the sums of money received and expended by the Agency and the matters in respect of which such receipts and expenditure take place and of the property, credits, and liabilities of the Agency; and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Agency for the time being shall be open to the inspection of the members. At least once every year the accounts of the Agency shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

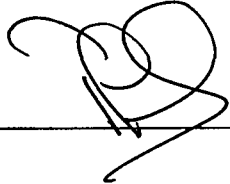
WE the several persons whose signatures, addresses and descriptions are subscribed are desirous of being formed into a Agency in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. CECIL VILLE BENT
Bog Walk P.O.
St. Catherine
Farmer



2. PHILIP CLARKE
Worthy Park Estate
Ewarton P.O.
St. Catherine
Farmer



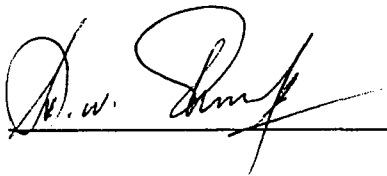
3. PETER McCONNELL
United Estate
Bog Walk P.O.
St. Catherine
Farmer




4. KEN NEWMAN
Cambria Farms
P.O. Box 8
Linstead
St. Catherine
Farmer



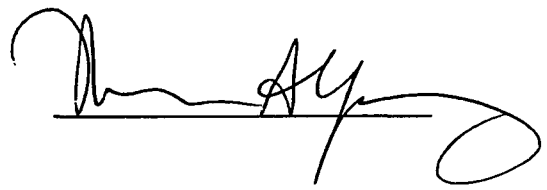
5. HYATT SHARPE
5 Oxford Park Ave.
Kingston 5
Farmer



6. CAROL THOMAS
Ministry of Agriculture
Hope Gardens
Kingston 6
Chief Plant Quarantine and Produce Inspector



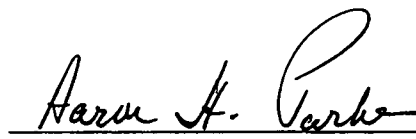
7. FLORENCE YOUNG
Ministry of Agriculture
Hope Gardens
Kingston 6
Agricultural Consultant



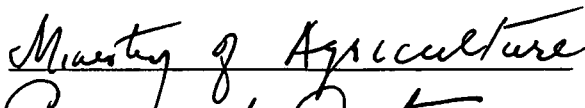
DATED the day of 1998.

WITNESS to the above signatures:

Name:



Address:



Occupation:

