

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the twenty-second day of March.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the attached modification to the Planning Obligation Agreement between The Chief Officer for the Environment and Les Vaux Housing Trust in relation to:-

1. A Planning Obligation Agreement relating to Troy Court & Valley Court, Les Grands Vaux between the Chief Officer for the Environment, and Les Vaux Housing Trust dated 27 April 2016 and which was registered in the Public Registry as appears by Act of Court on the 28 April 2016;
2. A Planning Obligation Agreement relating to the Westview Farm, La Rue des Cosnets, St Ouen between the Environment and Public Services Committee and West View Developments Limited dated 29th September 2005 and which was registered in the Public Registry as appears by Act of Court on the 4 October 2005;
3. A Planning Obligation Agreement relating to the site formerly known as Field 40, La Rue du Maupertuis, St Clement but which is now known as 16-25 Clos Lempriere and made between the Minister for Planning and Environment and Denbrae Limited and which was registered in the Public Registry dated the 1 February 2007 as subsequently modified by a modification agreement and made between the Minister for Planning and Environment, Les Vaux Housing Trust and Denbrae Limited dated 17 December 2007 which was registered in the Public Registry on the 8th February 2008; and
4. A Planning Obligation Agreement relating to the site formerly known as Fields 561 and 562, La Rue de la Vallée, St Mary but which is now known as Jardin De Haut between the Minister for Planning and Environment, Jardin De Haut Limited, Roger Alfred Rene Thomas, Les Vaux Housing Trust, the Royal Bank of Scotland International Limited and Alpine Contractors Limited dated 28 January, 2011 and which was registered in the Public Registry as appears by Act of Court on the 28

January 2011.

be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

Modification of Planning Obligation Agreements under Article 25(12) of the Planning and Building (Jersey) Law 2002 relating to:

- 1) Troy Court & Valley Court, Les Grands Vaux
- 2) Westview Farm, La Rue des Cosnets, St Ouen
- 3) The site formerly known as Field 40, La Rue du Maupertuis, St Clement but which is now known as 16-25 Clos Lempriere
- 4) The site formerly known as Fields 561 and 562, La Rue de la Vallée, St Mary but which is now known as Jardin De Haut

Dated: 20th March 2018

The Chief Officer for the Environment (1)

Les Vaux Housing Trust (2)

DATE

2018

1. PARTIES

- (1) The Chief Officer for the Environment of South Hill, St. Helier, Jersey, JE2 4US (the "**Chief Officer**");
- (2) Les Vaux Housing Trust, 16 Dumaresq Street, St Helier, Jersey, JE2 3RL ("the **Owner**")

2. INTERPRETATION

In this Agreement:-

- 2.1 Any reference to a party includes where the context so admits, that party's successors in title and assigns and in the case of the Chief Officer includes any person or body to whom the relevant functions of the Chief Officer may hereafter be validly transferred
- 2.2 This Agreement shall be construed in the same manner as if the Troy Court Agreement, the Westview Farm Agreement, the Clos Lempriere Agreement **and** the Jardin De Haut Agreement **respectively** had been modified by distinct agreements
- 2.3 Words and expressions in this Agreement shall bear the same meaning as in the Troy Court Agreement, the Westview Farm Agreement, the Clos Lempriere Agreement **and** the Jardin De Haut Agreement (as the case may be) as modified unless the context otherwise requires.
- 2.4 Any principles of interpretation and construction set out in the Troy Court Agreement, the Westview Farm Agreement, the Clos Lempriere Agreement **and** the Jardin De Haut Agreement (as the case may be) as modified shall apply to the provisions of this modification unless the context otherwise requires.
- 2.5 Save as aforesaid the expressions in the left hand column have the meanings attributed to them in the right hand column.

this Agreement	this modification pursuant to Article 25(12) of the Planning and Building (Jersey) Law 2002

the Troy Court Agreement	The Planning Obligation Agreement relating to Troy Court & Valley Court, Les Grands Vaux between the Chief Officer for the Environment, and Les Vaux Housing Trust dated 27 April 2016 and which was registered in the Public Registry as appears by Act of Court on the 28 April 2016
the Westview Farm Agreement	The Planning Obligation Agreement relating to the Westview Farm, La Rue des Cosnets, St Ouen between the Environment and Public Services Committee and West View Developments Limited dated 29th September 2005 and which was registered in the Public Registry as appears by Act of Court on the 4 October 2005
the Clos Lempriere Agreement	The Planning Obligation Agreement relating to part of the site formerly known as Field 40, La Rue du Maupertuis, St Clement but which part is now known as 16-25 Clos Lempriere and made between the Minister for Planning and Environment and Denbrae Limited and which was registered in the Public Registry dated the 1 February 2007 ("the Original Agreement") as subsequently modified by a modification agreement and made between the Minister for Planning and Environment, Les Vaux Housing Trust and Denbrae Limited dated 17 December 2007 which was registered in the Public Registry on the 8th February 2008 ("the Modification Agreement")
the Jardin De Haut Agreement	The Planning Obligation Agreement relating to the site formerly known as Fields 561 and 562, La Rue de la Vallée, St Mary but which is now known as Jardin De Haut between the Minister

	for Planning and Environment, Jardin De Haut Limited, Roger Alfred Rene Thomas, Les Vaux Housing Trust, the Royal Bank of Scotland International Limited and Alpine Contractors Limited dated 28 January, 2011 and which was registered in the Public Registry as appears by Act of Court on the 28 January 2011

3. RECITALS

- 3.1 The Chief Officer has agreed with the Owner that **the Troy Court Agreement, the Westview Farm Agreement, the Clos Lemprière Agreement and the Jardin De Haut Agreement** may be modified as hereinafter appearing
- 3.2 Pursuant to Article 25(12) of the 2002 Law, the Owner is the person against whom the planning obligations under **the Troy Court Agreement, the Westview Farm Agreement, the Clos Lemprière Agreement and the Jardin De Haut Agreement** that are to be modified herein are enforceable.

4. THE MODIFICATION

- 4.1 The parties to this Agreement have agreed that **the Troy Court Agreement, the Westview Farm Agreement, the Clos Lemprière Agreement and the Jardin De Haut Agreement** should be modified in the manner detailed in the First Schedule

5. DECLARATION

- 5.1 Save as hereby modified the provisions of the Troy Court Agreement, the Westview Farm Agreement, the Clos Lemprière Agreement **and** the Jardin De Haut Agreement shall remain in full force and effect and the terms of the Troy Court Agreement, the Westview Farm Agreement, the Clos Lemprière Agreement **and** the Jardin De Haut Agreement are deemed to be respectively and severally re-stated herein in full and incorporated into this modification to the extent that they have not been modified by it.

FIRST SCHEDULE**Modification****1. The Westview Agreement**

For the purposes of those covenants set out in the Westview Farm Agreement which remain to be performed and observed as at the date of this Agreement the Westview Farm Agreement shall be modified as follows:

Clause 1 DEFINITIONS

(a) The definition for "**Approved Funder**" shall be **deleted** and substituted by the following new definition

"Any financial institution regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom which shall provide monies to the Social Rental Landlord; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed) must be obtained; the consent of the Treasury Minister shall be deemed not to be unreasonably withheld if –

(i) the proposed Approved Funder is unable to prove to the satisfaction of the Treasury Minister that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or

(ii) the proposed Approved Funder fails or refuses to produce to the Treasury Minister any information or documentation or independent confirmation of its status which the Treasury Minister may reasonably request;"

(b) The definition for "Treasury Minister" shall be **inserted** as a new definition before "The Works of Highway Improvement"

Treasury Minister	The Minister for Treasury and Resources, including his or her successor and any person or body to whom the
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	functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
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(c) A reference in the Westview Farm Agreement to "Housing" shall be a reference to The Treasury Minister.

(d) **Schedule 2**

Clauses 2 to 5 inclusive of the Funding Agreement forming Schedule 2 of the Westview Farm Agreement shall be deleted in their entirety and there shall be substituted therefor the following Clauses:-

"2. **THAT** if at any time the Bank is the holder of an hypothec or hypothecs which are charged upon the Land or any part thereof and where (i) the registration of each such hypothec has either been acknowledged by the Public in a contract passed before the Royal Court or has been approved by the Minister for Housing in writing and (ii) such hypothec or (where the secured creditor holds more than one hypothec) one of such hypothecs ranks as a first charge upon the Land (such hypothec or hypothecs hereinafter referred to as "Qualifying Security") the Bank obtains an "Acte Vicomte chargé d'écrire" in accordance with the provisions of the "Loi (1880) sur la propriété foncière" (as amended) by virtue of the debt secured by such Qualifying Security ("the Debt") the Bank will offer to the Public by notice in writing ('the Option Notice') given to the Minister for Housing within fourteen days of the grant of such "Acte Vicomte chargé d'écrire" the option of taking an hereditary transfer of the Property in the event that the Bank takes tenure of the Land in any ensuing "dégrèvement".

3. **THAT** if the Public exercises the option referred to in Clause 2 above and takes such transfer of the Land the Public will be substituted for THT in respect of the Debt and will discharge (i) all amounts due thereunder at the date of transfer forthwith and (ii) all continuing obligations of THT to RBSI under the Debt as they fall due.

4. **THAT** if at any time when the Bank is the holder of Qualifying Security THT becomes bankrupt as defined by Article 8 of the "Interpretation (Jersey) Law 1954" or any similar statutory provision that may be enacted hereafter the Bank may offer to the Public by notice in writing given to the Minister for Housing ("the Offer Notice") the option of taking an assignment from the Bank of the Debt and the Qualifying Security; provided (i) that unless and until the insolvency procedure of "dégrèvement" is abolished and is not replaced by any insolvency procedure entitling the holder of a secured charge to realise that security by bringing proceedings for the vesting in him of the property upon which the charge is secured this sub-paragraph will only apply in respect of bankruptcy proceedings which have

been initiated by THT or any third party including the Public, but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Bank; and (ii) that during the six months following the service of the Offer Notice the Bank will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings under the Debt and the Qualifying Security which are the subject of the Offer Notice.

5. **THAT** if the Public exercises the option referred to in Clause 4 above the Bank will assign to the Public all its rights under the Debt and the Qualifying Security and the Public will discharge to the Bank all sums due in respect thereof as at the date of assignment.
6. **THAT** if the Minister for Housing is served with an Option Notice in accordance with the provisions of Clause 2 or an Offer Notice in accordance with the provisions of Clause 4 above and the Public does not give notice in writing within six months of the receipt of the Option Notice or Offer Notice to such person as the Bank shall specify in the Option Notice or Offer Notice of its wish to exercise the option and accept (i) subrogation as owner of the Land or (ii) the assignment of the Qualifying Security and the Debt as the case may be the option shall lapse, the covenant relating to the use of the Land as Social Rental Accommodation as defined in the Planning Obligation Agreement shall cease to affect the Land or the relevant part thereof, as the case may be, as from the date of expiration of the said period of six months and the Public will join with THT or any owner in right of THT and the Bank in a contract to be passed before the Royal Court abrogating the covenant in respect of the Land or the relevant part thereof, as the case may be; but save as aforesaid the said covenant shall remain in full force and effect in perpetuity save to the extent that it may be abrogated by agreement between the Public and THT."

2. The Troy Court Agreement

For the purposes of those covenants set out in the Troy Court Agreement which remain to be performed and observed as at the date of this Agreement the Troy Court Agreement shall be modified as follows:

(a) Clause 1 DEFINITIONS

The definition for "Approved Funder" shall be deleted and substituted by the following new definition

"Any financial institution regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom which shall provide monies to the Social Rental Landlord; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed) must be obtained; the consent of the Treasury Minister shall be deemed not to be unreasonably withheld if –

(i) the proposed Approved Funder is unable to prove to the satisfaction of the Treasury Minister that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or

(ii) the proposed Approved Funder fails or refuses to produce to the Treasury Minister any information or documentation or independent confirmation of its status which the Treasury Minister may reasonably request;"

(b) The definition for "Treasury Minister" shall be **inserted** as the following new definition

Treasury Minister	The Minister for Treasury and Resources, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
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(c) There shall be inserted in the Troy Court Agreement as clause **5A** the following:-

"CHIEF OFFICER'S COVENANTS

The Chief Officer covenants and agrees with the Owner in the terms set out in Schedule 4."

(d) A reference in the Troy Court Agreement to "The Minister for Treasury and Resources" shall be a reference to The Treasury Minister.

(e) **Fifth Schedule – Cessation of Obligations – Affordable Housing Units**

The Fifth Schedule to the Troy Court Agreement shall be **deleted** in its entirety and there shall be substituted therefor the following:-

"Fifth Schedule

Cessation of Obligations – Affordable Housing Units

1. **THAT** if at any time an Approved Funder is the holder of an hypothec or hypothecs which are charged upon the Affordable Housing Units or any part thereof and where (i) the registration of each such hypothec has either been acknowledged by the Public in a contract passed before the Royal Court or has been approved by the Minister for Housing in writing and (ii) such hypothec or (where the secured creditor holds more than one hypothec) one of such hypothecs ranks as a first charge upon the Affordable Housing Units (such hypothec or hypothecs hereinafter referred to as "Qualifying Security") the Approved Funder obtains an "Acte Vicomte chargé d'écrire" in accordance with the provisions of the "Loi (1880) sur la propriété foncière" (as amended) by virtue of the debt secured by such Qualifying Security ("the Debt") the Approved Funder will offer to the Public by notice in writing ("the Option Notice") given to the Minister for Housing within fourteen days of the grant of such "Acte Vicomte chargé d'écrire" the option of taking an hereditary transfer of the Affordable Housing Units in the event that the Approved Funder takes tenure of the Affordable Housing Units in any ensuing "dégrèvement".

3. **THAT** if the Public exercises the option referred to in Clause 2 above and takes such transfer of the Affordable Housing Units the Public will be substituted for Approved AHP in respect of the Debt and will discharge (i) all amounts due thereunder at the date of transfer forthwith and (ii) all continuing obligations of Approved AHP to the Approved Funder under the Debt as they fall due.

4. **THAT** if at any time when the Approved Funder is the holder of Qualifying Security Approved AHP becomes bankrupt as defined by Article 8 of the "Interpretation (Jersey) Law 1954" or any similar statutory provision that may be enacted hereafter the Approved Funder may offer to the Public by notice in writing given to the Minister for Housing ("the Offer Notice") the option of taking an assignment from the Approved Funder of the Debt and the Qualifying Security; provided (i) that unless and until the insolvency procedure of "dégrèvement" is abolished and is not replaced by any insolvency procedure entitling the holder of a secured charge to realise that security by bringing proceedings for the vesting in him of the Affordable Housing Units upon which the charge is secured this sub-paragraph will only apply in respect of bankruptcy proceedings which have been initiated by Approved AHP or any third party including the Public, but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and (ii) that during the six months following the service of the Offer Notice the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its

rights and interests in those proceedings under the Debt and the Qualifying Security which are the subject of the Offer Notice.

5. **THAT** if the Public exercises the option referred to in Clause 4 above the Approved Funder will assign to the Public all its rights under the Debt and the Qualifying Security and the Public will discharge to the Approved Funder all sums due in respect thereof as at the date of assignment.

6. **THAT** if the Minister for Housing is served with an Option Notice in accordance with the provisions of Clause 2 or an Offer Notice in accordance with the provisions of Clause 4 above and the Public does not give notice in writing within six months of the receipt of the Option Notice or Offer Notice to such person as the Approved Funder shall specify in the Option Notice or Offer Notice of its wish to exercise the option and accept (i) subrogation as owner of the Affordable Housing Units or (ii) the assignment of the Qualifying Security and the Debt as the case may be the option shall lapse, the covenant relating to the use of the Affordable Housing Units as Affordable Housing as defined in the Planning Obligation Agreement shall cease to affect the Affordable Housing Units or the relevant part thereof, as the case may be, as from the date of expiration of the said period of six months and the Public will join with Approved AHP or any owner in right of Approved AHP and the Approved Funder in a contract to be passed before the Royal Court abrogating the covenant in respect of the Affordable Housing Units or the relevant part thereof, as the case may be; but save as aforesaid the said covenant shall remain in full force and effect in perpetuity save to the extent that it may be abrogated by agreement between the Public and Approved AHP."

3. The Clos Lemprière Agreement

For the purposes of those covenants set out in the Clos Lempriere Agreement which remain to be performed and observed as at the date of this Agreement the Clos Lempriere Agreement shall be modified as follows:

Clause 2.1 (Interpretation)

(b) The definition for "Housing Minister" in the Original Agreement shall be **deleted** and substituted by the following new definition

Housing Minister	The Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be
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	transferred hereafter or lawfully delegated from time to time;
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(c) The definition for "Treasury Minister" shall be **inserted** as the following new definition

Treasury Minister	The Minister for Treasury and Resources, including his or her successor and any person or body to whom the functions of the Minister for Treasury and Resources may be transferred hereafter or lawfully delegated from time to time;
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(d) A reference to the Minister for Treasury and Resources shall be a reference to the Treasury Minister.

(e) Clause 5A of Schedule 2 of the Modification Agreement – Cessation of Obligations

Clause 5A to the Modification to the Clos Lemprière Agreement shall be **deleted** in its entirety and there shall be substituted therefor the following:-

"1. **THAT** if at any time an Approved Funder is the holder of an hypothec or hypothecs which are charged upon the Social Rental Land or any part thereof and where (i) the registration of each such hypothec has either been acknowledged by the Public in a contract passed before the Royal Court or has been approved by the Minister for Housing in writing and (ii) such hypothec or (where the secured creditor holds more than one hypothec) one of such hypothecs ranks as a first charge upon the Social Rental Land (such hypothec or hypothecs hereinafter referred to as "Qualifying Security") the Approved Funder obtains an "Acte Vicomte chargé d'écrire" in accordance with the provisions of the "Loi (1880) sur la propriété foncière" (as amended) by virtue of the debt secured by such Qualifying Security ("the Debt") the Approved Funder will offer to the Public by notice in writing ('the Option Notice') given to the Minister for Housing within fourteen days of the grant of such "Acte Vicomte chargé d'écrire" the option of taking an hereditary transfer of the Social Rental Land in the event that the Approved Funder takes tenure of the Social Rental Land in any ensuing "dégrèvement".

3. **THAT** if the Public exercises the option referred to in Clause 2 above and takes such transfer of the Social Rental Land the Public will be substituted for the Social Rental Landlord in respect of the Debt and will discharge (i) all amounts due thereunder at the date of transfer forthwith and (ii) all continuing obligations of the Social Rental Landlord to the Approved Funder under the Debt as they fall due.

4. **THAT** if at any time when the Approved Funder is the holder of Qualifying Security the Social Rental Landlord becomes bankrupt as defined by Article 8 of the "Interpretation (Jersey) Law 1954" or any similar statutory provision that may be enacted hereafter the Approved Funder may offer to the Public by notice in writing given to the Minister for Housing ("the Offer Notice") the option of taking an assignment from the Approved Funder of the Debt and the Qualifying Security; provided (i) that unless and until the insolvency procedure of "dégrèvement" is abolished and is not replaced by any insolvency procedure entitling the holder of a secured charge to realise that security by bringing proceedings for the vesting in him of the Social Rental Land upon which the charge is secured this subparagraph will only apply in respect of bankruptcy proceedings which have been initiated by the Social Rental Landlord or any third party including the Public, but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and (ii) that during the six months following the service of the Offer Notice the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings under the Debt and the Qualifying Security which are the subject of the Offer Notice.

5. **THAT** if the Public exercises the option referred to in Clause 4 above the Approved Funder will assign to the Public all its rights under the Debt and the Qualifying Security and the Public will discharge to the Approved Funder all sums due in respect thereof as at the date of assignment.

6. **THAT** if the Minister for Housing is served with an Option Notice in accordance with the provisions of Clause 2 or an Offer Notice in accordance with the provisions of Clause 4 above and the Public does not give notice in writing within six months of the receipt of the Option Notice or Offer Notice to such person as the Approved Funder shall specify in the Option Notice or Offer Notice of its wish to exercise the option and accept (i) subrogation as owner of the Social Rental Land or (ii) the assignment of the Qualifying Security and the Debt as the case may be the option shall lapse, the covenant relating to the use of the Social Rental Land as Social Rental Accommodation as defined in the Planning Obligation Agreement shall cease to affect the Social Rental Land or the relevant part thereof, as the case may be, as from the date of expiration of the said period of six months and the Public will join with the Social Rental Landlord or any owner in right of the Social Rental Landlord and the Approved Funder in a contract to be passed before the Royal Court abrogating the covenant in respect of the Social Rental Land or the relevant part thereof, as the case may be; but save as aforesaid the said covenant shall remain in full force and effect in perpetuity save to the extent that it may be abrogated by agreement between the Public and the Social Rental Landlord"

4. The Jardin De Haut Agreement

For the purposes of those covenants set out in the Jardin De Haut Agreement which remain to be performed and observed as at the date of this Agreement the Jardin De Haut Agreement shall be modified as follows:

Clause 1 - DEFINITIONS

"Any financial institution regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom which shall provide monies to the social rental landlord; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Treasury Minister (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed) must be obtained; the consent of the Treasury Minister shall be deemed not to be unreasonably withheld if –

(i) the proposed Approved Funder is unable to prove to the satisfaction of the Treasury Minister that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or

(ii) the proposed Approved Funder fails or refuses to produce to the Treasury Minister any information or documentation or independent confirmation of its status which the Treasury Minister may reasonably request;"

(b) The definition for "the Housing Minister" shall be **deleted** and substituted by the following new definition

Housing Minister	The Minister for Housing, including his or her successor and any person or body to whom the functions of the Minister for Housing may be transferred hereafter or lawfully delegated from time to time;
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(c) The definition for "Treasury Minister" shall be **inserted** as the following new definition

Treasury Minister	The Minister for Treasury and Resources, including his or her successor and any person or body to whom the functions of the Minister for Treasury and Resources may be transferred hereafter or lawfully delegated from time to time;
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(d) A reference to the Minister for Treasury and Resources shall be a reference to the Treasury Minister.

(e) **Clause 11 LENDER'S CONSENT**

The reference in clause 11.1 to "clause 11.2.3" on line 7 of this clause shall be a reference to "clause 11.6" below.

Clauses 11.2 to 11.4 inclusive of the Jardin de Haut Agreement shall be deleted in their entirety and there shall be substituted therefor the following Clauses:-

"11.2. **THAT** an Approved Funder is the holder of an hypothec or hypothecs which are charged upon the Social Rental Land or any part thereof and if at any time an Approved Funder is the holder of such hypothec or hypothecs where (i) the registration of each such hypothec has either been acknowledged by the Public in a contract passed before the Royal Court or has been approved by the Minister for Housing in writing and (ii) such hypothec or (where the secured creditor holds more than one hypothec) one of such hypothecs ranks as a first charge upon the Social Rental Land (such hypothec or hypothecs hereinafter referred to as "Qualifying Security") the Approved Funder obtains an "Acte Vicomte chargé d'écrire" in accordance with the provisions of the "Loi (1880) sur la propriété foncière" (as amended) by virtue of the debt secured by such Qualifying Security ("the Debt") the Approved Funder will offer to the Public by notice in writing ('the Option Notice') given to the Minister for Housing within fourteen days of the grant of such "Acte Vicomte chargé d'écrire" the option of taking an hereditary transfer of the Social Rental Land in the event that the Approved Funder takes tenure of the Social Rental Land in any ensuing "dégrèvement".

11.3. **THAT** if the Public exercises the option referred to in Clause 11.2 above and takes such transfer of the Social Rental Land the Public will be substituted for the Social Rental Landlord in respect of the Debt and will discharge (i) all amounts due thereunder at the date of transfer forthwith and (ii) all continuing obligations of the Social Rental Landlord to the Approved Funder under the Debt as they fall due.

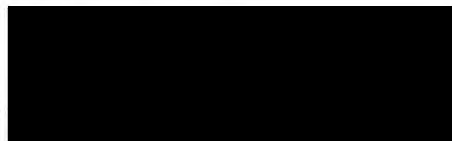
11.4. **THAT** if at any time when the Approved Funder is the holder of Qualifying Security the Social Rental Landlord becomes bankrupt as defined by Article 8 of the "Interpretation (Jersey) Law 1954" or any similar statutory provision that may be enacted hereafter the Approved Funder may offer to the Public by notice in writing given to the Minister for Housing ("the Offer Notice") the option of taking an assignment from the Approved Funder of the Debt and the Qualifying Security; provided (i) that unless and until the insolvency procedure of "dégrèvement" is abolished and is not replaced by any insolvency procedure entitling the holder of a secured charge to realise that security by bringing proceedings for the vesting in him of the Social Rental Land upon which the charge is secured this subparagraph will only apply in respect of bankruptcy proceedings which have been initiated by the Social Rental Landlord or any third party including the Public, but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder; and (ii) that during the six months following the service of the Offer Notice the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings under the Debt and the Qualifying Security which are the subject of the Offer Notice.

11.5. **THAT** if the Public exercises the option referred to in Clause 11.4 above the Approved Funder will assign to the Public all its rights under the Debt and the Qualifying Security and the Public will discharge to the Approved Funder all sums due in respect thereof as at the date of assignment.

11.6. **THAT** if the Minister for Housing is served with an Option Notice in accordance with the provisions of Clause 2 or an Offer Notice in accordance with the provisions of Clause 4 above and the Public does not give notice in writing within six months of the receipt of the Option Notice or Offer Notice to such person as the Approved Funder shall specify in the Option Notice or Offer Notice of its wish to exercise the option and accept (i) subrogation as owner of the Social Rental Land or (ii) the assignment of the Qualifying Security and the Debt as the case may be the option shall lapse, the covenant relating to the use of the Social Rental Land as Social Rental Accommodation as defined in the Planning Obligation Agreement shall cease to affect the Social Rental Land or the relevant part thereof, as the case may be, as from the date of expiration of the said period of six months and the Public will join with the Social Rental Landlord or any owner in right of the Social Rental Landlord and the Approved Funder in a contract to be passed before the Royal Court abrogating the covenant in respect of the Social Rental Land or the relevant part thereof, as the case may be; but save as aforesaid the said covenant shall remain in full force and effect in perpetuity save to the extent that it may be abrogated by agreement between the Public and the Social Rental Landlord"

Signed on behalf of the Chief Officer

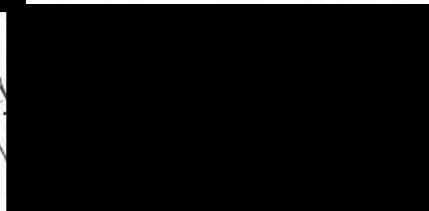
by



(PETER LG GRESLEY)

in the presence of

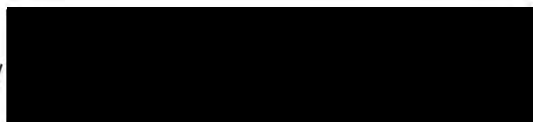
JOHN NICHOLSON



this 20th day of March, 2018

Signed on behalf of Les Vaux Housing Trust

by



FRANCOIS DU HEAUME LG GRESLEY

in the presence of



this 9th day of MARCH, 2018