

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and thirteen, the twenty-sixth day of June.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, Kevin Alfred Hervé, Harmony Produce Limited and Lloyds TSB Offshore Limited in relation to L'Harmonie Nursery, Le Boulivot de Bas, Grouville, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD

Reg. Pub.

L1314-129--



# **Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey) Law 2002**

relating to L'Harmonie Nursery, Le Boulivot de  
Bas, Grouville, JE3 9UH

Dated : 26<sup>th</sup>

June 2013

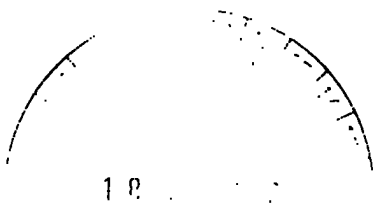
The Minister for Planning and Environment (1)

Kevin Alfred Hervé (2)

Harmony Produce Limited (3)

Lloyds TSB Offshore Limited (4)

Kevin Alfred Hervé (5)



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DATE

June 2013

**PARTIES**

- (1) The Minister for Planning and Environment of States Offices, South Hill, St. Helier, Jersey, JE2 4US ("the Minister");
- (2) Kevin Alfred Hervé ("the Owner");
- (3) Harmony Produce Limited ("the Les Tours Owner");
- (4) Lloyds TSB Offshore Limited ("Hypothecator"); and
- (5) Kevin Alfred Hervé ("Mr Hervé") as guarantor.

**RECITALS**

The Minister is the Minister of the States charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.

The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Application Site and Field 774 by virtue of the will of Jersey immovable estate of Clarence Alfred Hervé dated 29th June, 1993 and registered in the Royal Court on 3rd February, 1998.

The Les Tours Owner warrants it is the owner in perpetuity (à fin d'héritage) of the Les Tours Site by virtue of a contract of purchase from Les Tours Farm (1965) Limited passed before the Royal Court on 4th October, 1968.

The Hypothecator has an interest in the Application Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 24<sup>th</sup> December, 2004 and in the Les Tours Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 24<sup>th</sup> December, 2004.

The Application was submitted to the Minister for planning permission for the Development and having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Minister is minded to grant planning permission for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such the Minister would not be so minded-.

The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.

The parties acknowledge that this Agreement is legally binding.

Kevin Alfred Hervé is connected with Harmony Produce Limited.

The Owner and the Les Tours Owner have committed to continue to use Field 774 and the Les Tours Site for agricultural use as a going concern. Furthermore, at the time of execution of this Agreement, the Commitments listed in the Fifth Schedule of this Agreement have been fulfilled.

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Mr Hervé in addition to and separate from being a party to this agreement as the Owner of the Application Site has also agreed to join into this agreement for the purpose of guaranteeing the obligations of the Les Tours Owner.

HOW THIS AGREEMENT WITNESSES AS FOLLOWS:

## OPERATIVE PART

### DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Application"	the application for planning permission submitted to the Minister for the Development validated on 8 <sup>th</sup> September, 2011 and allocated reference number P/2011/1215
"Application Site"	that part of the Site as shown cross-hatched black in Part 1 of the First Schedule to this Agreement
"Bank Account"	a bank account that conforms with the requirements of the Fourth Schedule
"the Commitments"	the Commitments listed in the Fifth Schedule
"the Development"	the Development of the Application Site as set out in the Application to " <i>Demolish existing glasshouses. Construct 1 No. dwelling and 1 No. staff unit of accommodation. Alter existing vehicular access. Model Available. AMENDED DESCRIPTION: Demolish existing glasshouses. Construct 1 No. dwelling with ancillary residential guest accommodation. Alter existing vehicular access. Model Available. FURTHER AMENDED DESCRIPTION: AMENDED PLANS: Demolish existing glasshouses and ancillary structures. Construct 1 No. detached dwelling. Alter vehicular access. Retain multispan tunnels in Field 774. Model Available</i> "
"Dwelling Unit"	the dwelling forming part of the Development to be constructed pursuant to the Planning Permit
"Field 774"	that part of the Site that is known as Field 774, Grouville, as shown hatched black in Part 1 of the First Schedule to this Agreement
"Implement" and "Implementation"	the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and

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	laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
"Law"	the Planning and Building (Jersey) Law 2002
"Les Tours Site"	that part of the Site hatched black in Part 2 of the First Schedule to this Agreement
"Occupation" and "Occupied"	occupation for the purpose permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration
"Planning Permit"	the planning permission subject to conditions to be granted by the Minister pursuant to the Application as set out in the Second Schedule
"Proceeds of Sale"	the net proceeds of sale of the Application Site, after payment of estate agents' commission and legal fees, including any fees incurred in relation to the preparation and completion of this Agreement
"Site"	the land against which this Agreement may be enforced which includes the Application Site, Field 774 and the Les Tours Site

## **2 CONSTRUCTION OF THIS AGREEMENT**

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Minister the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.



### **3 LEGAL BASIS**

3.1 This Agreement is made pursuant to Article 25 of the Law.

3.2 The covenants, restrictions and requirements imposed upon the Owner and the Les Tours Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner and the Les Tours Owner.

### **4 CONDITIONALITY**

This Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) being registered in the Royal Court as evidenced by an Act of the said Court

save for the provisions of Clause 13 (jurisdiction clause) which shall come into effect immediately upon execution of this Agreement.

### **5 THE OWNERSHIP COVENANTS**

The Owner and the Les Tours Owner respectively covenant and agree with the Minister as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Application Site and Field 774 or any part or parts thereof and against the Les Tours Owner and any person claiming or deriving title through or under the Les Tours Owner to the Les Tours Site or any part or parts thereof.

### **6 PUBLIC REGISTRY OF CONTRACTS**

The Minister shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

### **7 MISCELLANEOUS**

7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or the Les Tours Owner from the Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Minister by the Director of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.

7.2 Any notices shall be deemed to have been properly served on the Owner or the Les Tours Owner if sent by post to the address set out above or as otherwise notified for the purpose by notice in writing and that service on one party at that address shall also be deemed to be service on the other.

7.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.



- 7.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or any part or parts thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.6 Except in so far as legally or equitably permitted, this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Minister by any of the obligations or covenants by the Owner and the Les Tours Owner in favour of the Minister under this Agreement are in addition to any of the Ministers' statutory powers under the Law.
- 7.7 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Minister as a result of the Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner and the Les Tours Owner as contained herein.
- 7.8 All communications and notices served or made under this Agreement shall be in writing.

## **8 WAIVER**

No waiver (whether expressed or implied) by the Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

The Owner and the Les Tours Owner agree with the Minister to give the Minister immediate written notice of any change in ownership of any interests in the Site or any part or parts thereof occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area purchased by reference to a plan.

## **10. DISPUTE RESOLUTION**

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.



**11 MR HERVÉS GUARANTEE**

Mr Hervé hereby covenants with the Minister in the terms set out in the Sixth Schedule (Mr Hervé hereby agreeing to waive any right pursuant to the droit de discussion which might arise).

**12 HYPOTHECATORS CONSENT**

The Hypothecator acknowledges and declares that this Agreement has been entered into by the Owner and the Les Tours Owner with its consent and that the Application Site and the Les Tours Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecator over the Application Site and the Les Tours Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecator shall otherwise have no liability under this Agreement unless it takes possession of the Application Site or the Les Tours Site (as the case may be) in which case it too will be bound by the obligations as if a person deriving title from the Owner or the Les Tours Owner.

**13. JURISDICTION**

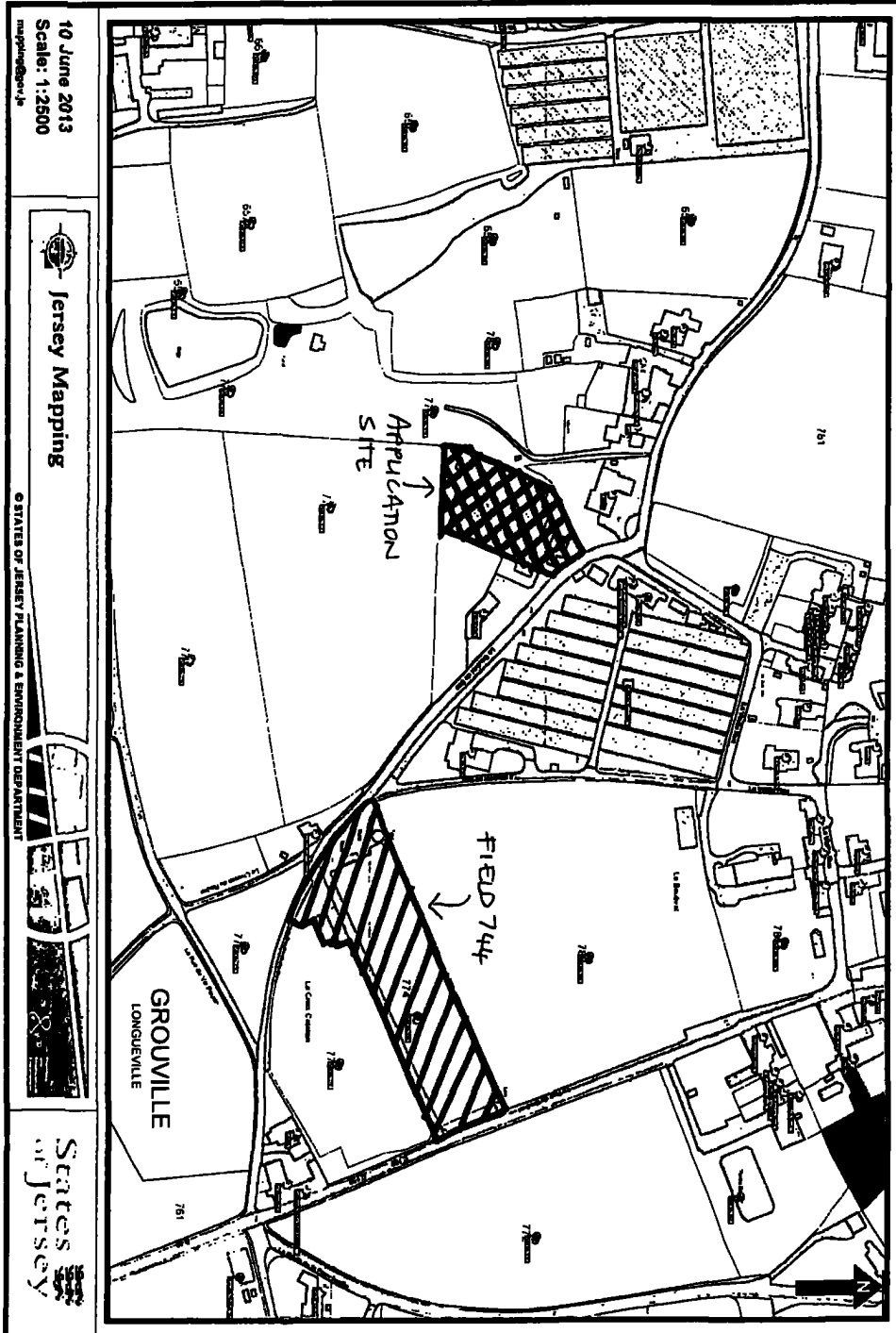
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.





FIRST SCHEDULE

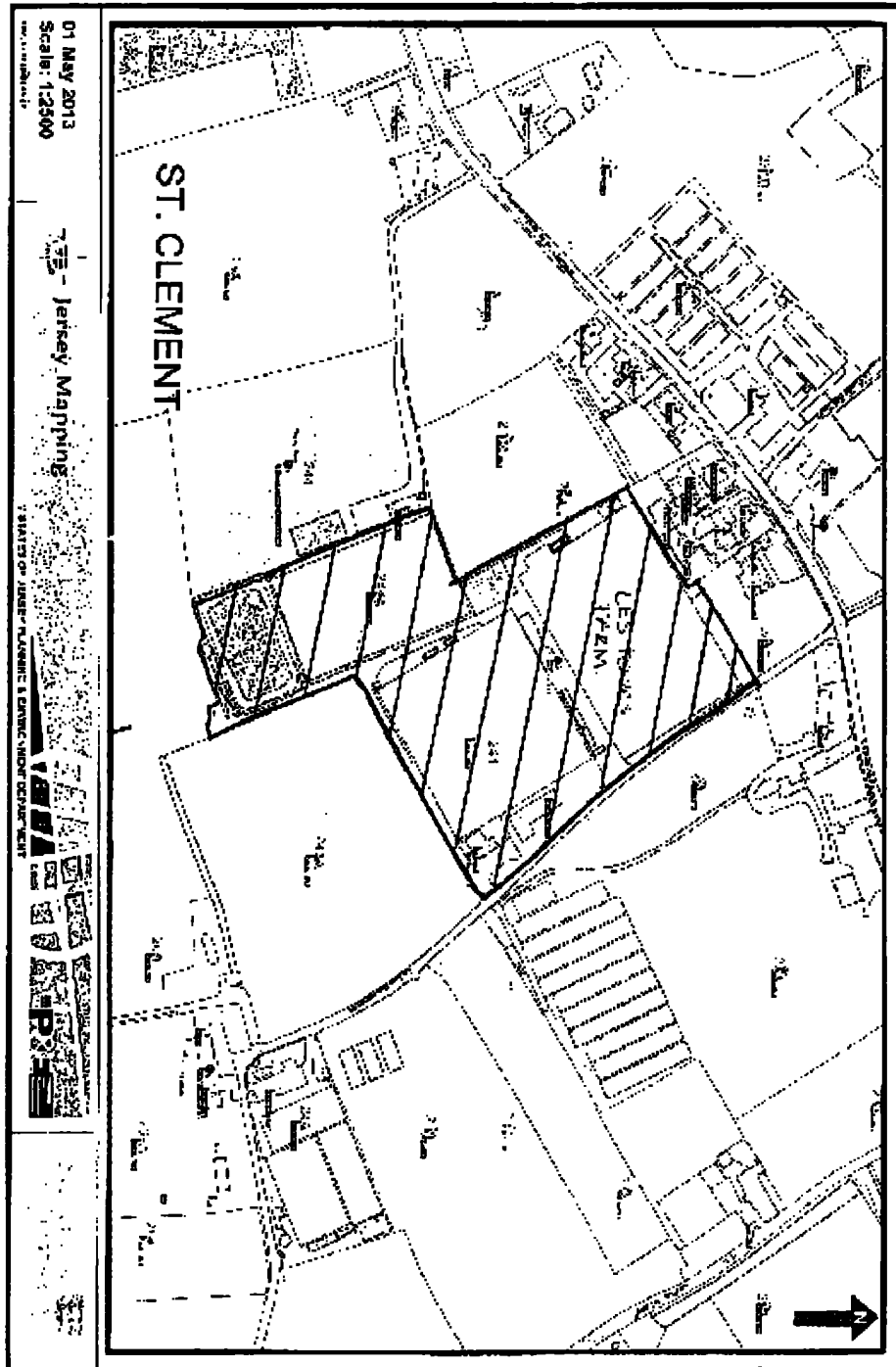
Part 1



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Part 2



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**SECOND SCHEDULE**

**The Planning Permit**

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1215

overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

The proposed development is considered to be acceptable having due regard to all of the material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, SP3, SP4, SP5, SP6, SP7, GD1, GD2, GD6, GD7, E1, ERE3, ERE7, NE7, LWM2, TT3, WM1 of the Jersey Island Plan 2011 and Policy E18 of the Rural Economic Strategy 2011-2015. In this case, the proposed development is regarded as acceptable having balanced an assessment of the objectives of the various individual policies in relation to the complete package of the development proposal. Further the Minister acknowledges and understands that the development proposal involves balancing conflicting policy objectives.

In addition, the representations raised to the scheme have been carefully assessed. The Minister having visited the site acknowledges that the valid objections raised have been weighed against the benefits delivered by the application. Taken as a package, the Minister believes the application to be a positive benefit, and the potential impacts will not be unreasonable.

This application has been the subject of a Planning Obligation Agreement

Subject to compliance with the following conditions and approved plan(s):

### Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

**Reason:** The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

### Condition(s):

1. The development shall be carried out strictly in accordance with the deposited plans and drawings. No variations shall be made without the prior

DEVELOPMENT APPROVED

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1215

written approval of the Minister for Planning and Environment.

2. Before any development first commences on site, samples of all the external materials to be used in the construction of the new development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and shall be retained and maintained as such.

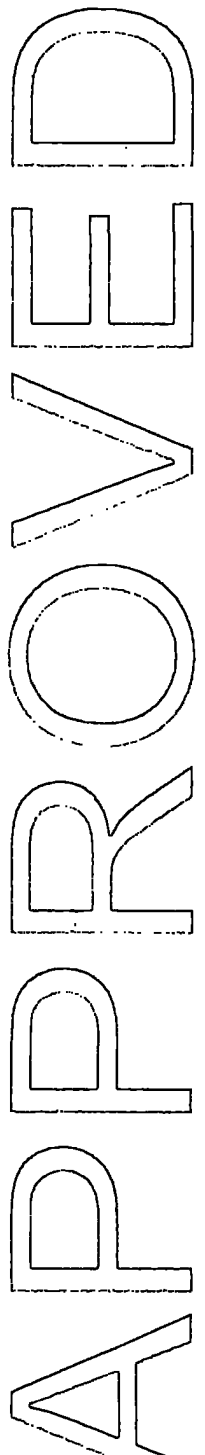
3. The approved scheme shall be undertaken within the first available planting season and any trees or shrubs which die, are removed or become seriously diseased within a period of five years from the date the planting first takes place, shall be replaced in the next planting season with others of a similar size and species.

4. No development shall take place until a scheme of foul drainage and surface water drainage has been submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full before the development is first brought into use and shall be retained and maintained as such.

5. No development shall take place until an investigation of the site has been undertaken to quantify the type, extent and concentration of any soil contamination which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Minister for Planning and Environment. The results of the investigation shall be provided to the Minister for Planning and Environment and shall include recommendations for a scheme of remediation and foundation design, protection and implementation. The approved scheme shall be implemented in full and written evidence to confirm completion of the work provided to the Minister for Planning and Environment.

6. The proposed Waste Management Strategy shall be implemented in full in accordance with the details contained in the submitted report (States Reference No. P 2011 1215 Drawing Q), with any variation to the programme having been agreed in writing with the Minister for Planning and Environment before the work is undertaken.

7. No development shall take place until a scheme has been submitted to and approved in writing by the Planning and Environment Department for the parking of vehicles of site personnel, operatives and visitors; the loading and



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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1215

unloading of plant and materials, and the storage of plant and materials used in demolishing and then constructing the development.

Each of the facilities shall be maintained throughout the course of the demolition and construction of the development free from any impediment to its designated use.

8. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011 (or any order revoking and re-enacting that order with or without modification), the following development shall not be undertaken without express planning permission first being obtained from the Minister for Planning and Environment.

- Extension to the dwelling (to include a conservatory);
- Free standing buildings within the curtilages of the dwelling;
- Addition or alteration to the roof;
- Erection of a porch, and
- Any windows or dormer windows.

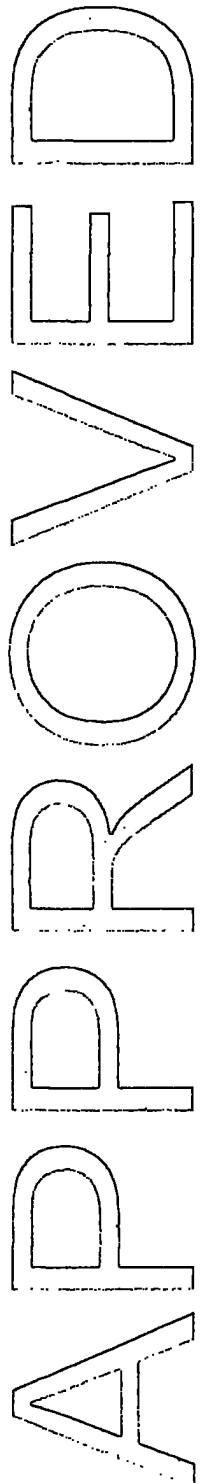
9. Before any development first commences on site, precise details of the proposed means of enclosure to serve the new access, together with details of the proposed gates (to include design and materials to be used), shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

10. Before any development first commences on site, precise details for the mitigation of light pollution from the development shall be submitted to and approved in writing by the Minister for Planning and Environment. The approved scheme shall be implemented in full and retained and maintained as such.

### **Reason(s):**

1. For the avoidance of doubt and in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
2. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.

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# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1215

3. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1, NE 1, NE 2 and NE 4 of the Adopted Island Plan 2011.
4. To ensure satisfactory drainage arrangements and to avoid flooding in accordance with the requirements of Policies GD 1, LWM 2 and LWM 3 of the Adopted Island Plan 2011.
5. To ensure that the site is fully remediated before development takes place and that the buildings are suitably protected in accordance with the requirements of Policy GD 6 of the Adopted island Plan 2011.
6. For the avoidance of doubt and in accordance with the requirements of Policy WM 1 of the Adopted Island Plan 2011.
7. To avoid congestion in the surrounding area and to protect the amenities of the area in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
8. To enable the Minister for Planning and Environment to control the development and so safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwelling in compliance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.
9. To safeguard the character and appearance of the area and in accordance with the requirements of Policies GD 1 and GD 7 of the Adopted Island Plan 2011.
10. To safeguard the character and appearance of the area in accordance with the requirements of Policy GD 1 of the Adopted Island Plan 2011.

The following plan(s) has/have been approved.

- H: Location Plan
- I: Proposed Lower Ground Floor Plan
- J: Proposed Ground Floor Plan
- K: Proposed First Floor Plan
- L: Proposed Elevations
- M: Proposed Detail Elevation & Section 1
- N: Proposed Detail Elevation & Section 2

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APPROVED



# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/1215

- O: Proposed Sections
- P: Proposed Garden Plan
- Q: Design & Sustainability Statement
- R: Proposed Site Plan

**If written representations were made on this application this permission shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.**

**If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.**

19/03/2013

Signed for Director

DEVELOPMENT APPROVAL

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### THIRD SCHEDULE

#### The Owner's Covenants with the Minister

The Owner and the Les Tours Owner covenant and agree and undertake:

- 1 At least twenty-one days prior to Implementation the Owner and the Les Tours Owner shall notify in writing the Minister of his intention to Implement the Planning Permit.

#### Proceeds of Sale

- 2 Not to Occupy the Development until such time as the Owner and the Les Tours Owner have proved to the reasonable satisfaction of the Minister that the Proceeds of Sale have been deposited in accordance with this Schedule.
- 3 To deposit the Proceeds of Sale in a Bank Account such account to be operated in accordance with the Fourth Schedule.
- 4 The Owner and the Les Tours Owner shall maintain accurate and up to date records and books of account of all expenditure incurred and any binding commitments in accordance with good accounting practice and ensure that such accounts are prepared by the Owner and the Les Tours Owner on the basis of a separate cost centre and permit the Minister the opportunity to inspect such records and accounts from time to time on reasonable notice or if requested to provide photocopies thereof to the Minister.
- 5 The Owner and the Les Tours Owner shall use the Proceeds of Sale solely for the purposes of and in the following order:
  - a. the Commitments;
  - b. reduction by the Owner and the Les Tours Owner of liabilities to Lloyds TSB Offshore Limited by virtue of the charges referred to at Recital 4;
  - c. any balance being reinvested in the agricultural business of the Les Tours Owner.
- 6 To exhibit to the Minister evidence in a form acceptable to the Minister (acting reasonably) of use and application of the Proceeds of Sale in accordance with this schedule.

### FOURTH SCHEDULE

#### Bank Account

1. The Bank Account shall be a deposit account in the name of the Owner opened and maintained in a bank in Jersey or the Jersey branch of a reputable clearing bank established elsewhere.
2. The Bank Account shall be maintained separately from all other accounts of the Owner.
3. The Bank Account may be closed once the Proceeds of Sale have been exhausted in accordance with this Agreement.



## FIFTH SCHEDULE

<b>Les Tours/Field 774</b>	<b>Subject matter</b>
Field 774	Repair and maintenance of tunnels including vents
Field 774	Repair and maintenance of vents motors
Les Tours	New gas cooker for staff accommodation
Les Tours	Removal of gas boiler
Les Tours	Connection of water supply for staff accommodation
Les Tours	Water cylinder work for staff accommodation
Les Tours	Staff accommodation
Field 774	Hedge and tree maintenance
Les Tours	Repairs and maintenance to gutters and replacing glass
Les Tours	Maintenance of water management system for staff accommodation

## SIXTH SCHEDULE

## PROVISIONS RELATING TO THE OBLIGATIONS OF THE LES TOURS OWNER

1. **Guarantee**

1.1 Mr Hervé **HEREBY irrevocably COVENANTS AND GUARANTEES** to the Minister the performance observance and compliance by the Les Tours Owner of each and every of the terms provisions conditions obligations undertakings and agreements on the part of the Les Tours Owner to be performed observed or carried out by the Les Tours Owner as contained or referred to in this Agreement (hereinafter called "the Obligations").

2. **Obligations**

2.1 If at any time any default is made by the Les Tours Owner in the performance of any of the Obligations Mr Hervé will well and truly perform or cause to be so performed each and every one of the Obligations and/or will pay any sum or sums that may be payable in consequence of any default made by the Les Tours Owner in the performance of any of the Obligations and will indemnify the Minister on demand against all losses damages costs and expenses arising out of any default by the Les Tours Owner.

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### **3. Liability as if Sole Principal Obligor**

- 3.1 As between Mr Hervé and the Minister (but without affecting the Obligations) Mr Hervé shall remain liable under this Agreement as if he were the sole principal obligor and not merely a guarantor.
- 3.2 Mr Hervé shall not be discharged nor shall his liability be affected by anything which would not discharge him or affect his liability if he were the sole principal obligor including but not limited to:-
- 3.2.1 any amendment modification waiver consent or variation express or implied to this Agreement or any related documentation;
  - 3.2.2 the granting of any extensions of time or forbearance forgiveness or indulgences in relation to time to the Les Tours Owner;
  - 3.2.3 the enforcement absence of enforcement or release of this Agreement or of any security right of action or other guarantee or indemnity;
  - 3.2.4 the dissolution amalgamation reconstruction reorganisation of the Les Tours Owner or any other person;
  - 3.2.5 the illegality invalidity or unenforceability of or any defect in any provision of this Agreement or any of the Obligations;
  - 3.2.6 any indulgence or forbearance payment or concession to the Les Tours Owner;
  - 3.2.7 any compromise of any dispute with the Les Tours Owner; or
  - 3.2.8 any failure of supervision to detect or prevent any fault of the Les Tours Owner.

### **4. Liability of Mr Hervé in event of Sale by Mr Hervé of the Share Capital of the Les Tours Owner**

- 4.1 In the event of the disposal by Mr Hervé of the share capital of the Les Tours Owner Mr Hervé covenants, agrees and undertakes to apply the proceeds of such sale for the purposes of:
- 4.1.1 the Commitments;
  - 4.1.2 reduction by the Owner and the Les Tours Owner of liabilities to Lloyds TSB Offshore Limited by virtue of the charges referred to at Recital 4;
  - 4.1.3 any balance being reinvested in the agricultural business of the Les Tours Owner.
- 4.2 To obtain and to exhibit to the Minister evidence in a form acceptable to the Minister (acting reasonably) of the application of the Proceeds of Sale in accordance with 4.1 above of this Schedule.

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Signed on behalf of the Minister

by ..... [Redacted]

PETER LE GRESLEY (Director)

in the presence [Redacted]

C.E. JONES (SENIOR PLANNER)

this 24<sup>th</sup> day of June 2013

Signed by K [Redacted] (owner)

by ..... [Redacted]

in the presence of ..... [Redacted]

ADVOCATE STALL

this 18<sup>th</sup> day of June 2013

Signed by K [Redacted] (as Guarantor)

by ..... [Redacted]

in the presence of ..... [Redacted]

ADVOCATE STALL

this 18<sup>th</sup> day of June 2013

Signed on [Redacted] Produce Limited

by ..... [Redacted]

in the presence of ..... [Redacted]

ADVOCATE STALL

this 18<sup>th</sup> day of June 2013



Signed [redacted] ore Limited  
by [redacted] J. TAYLOR.....

in the prese [redacted] MICHELLE JINKS.....

this 18 day of JUNE 2013

