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Your Ref:
Our Ref: DM/PLEGENA-125

16th July, 2009

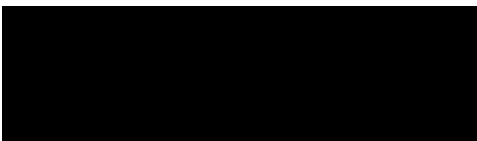
Alan le Bihan
Public Registry,
Judicial Greffe,
Royal Court House,
Royal Square,
St. Helier,
Jersey,
JE1 1JG

Dear Alan,

RE: ROYAL COURT RULES 2004, RULE 17/3(1)(K)

I write in accordance with the provisions of the above Rule to request the registration of the enclosed Modification of Planning Obligation Agreement relating to relating to land at Fields 848, 851, 854, 861, 862A, and 863A Bel Royal, St Lawrence, and the Jersey Steel Site, Goose Green, St Peter.

Yours sincerely,



Duncan Mills,
Legal Adviser - Property

Enc.

**In the Royal Court of Jersey
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of the Modification of a Planning Obligation Agreement under Article 25(12) of the Planning and Building (Jersey) Law 2002 ("the Modification") entered into between the Minister for Planning and Environment, Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre dated 16th July, 2009, attached hereto.

The Modification modifies a planning obligation agreement entered into between the Minister for Planning and Environment, Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre dated 11 April 2008 in relation to Fields 848, 851, 854, 861, 862A & 863A Bel Royal St Lawrence, and the Jersey Steel Site, Goose Green, St Peter registered in the Public Registry as evidenced in an Act of Court dated 22nd April, 2008.



**H.M. Solicitor General
16th July, 2009**

**Modification of a Planning Obligation Agreement under
Article 25(12) of the Planning and Building (Jersey) Law
2002**

relating to the development of Fields 848, 851, 854, 861,
862A & 863A Bel Royal St Lawrence

Dated : 16th July 2009

The Minister for Planning and Environment (1)

Bel Royal (Jersey) Limited (2)

Jersey Steel Company (1935) Limited (3)

Dandara Holdings Limited (4)

Barclays Private Clients International Limited (5)

Michael Blair Sarre (6)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

1. Parties

DATE 16th July 2009

PARTIES

- (1) The Minister for Planning and Environment of c/o the Greffier of the States of Jersey Mourier House Halkett Place St Helier Jersey ("the Minister")
- (2) Bel Royal (Jersey) Limited of 1 Le Marchant Street St Peter Port Guernsey ("the Owner")
- (3) Jersey Steel Company (1935) Ltd of Goose Green Marsh St Peter JE3 7BU ("Jersey Steel")
- (4) Dandara Holdings Limited of Dandara Group Head Office Isle Of Man Business Park Cooil Road Braddan Isle of Man ("the Guarantor")
- (5) Barclays Private Clients International Limited of c/o H A Pim Appleby 13-14 Esplanade St Helier Jersey JE1 1BD ("the First Hypothecator")
- (6) Michael Blair Sarre of c/o A del Amo Le Gallais and Luce 6 Hill Street St Helier Jersey JE4 8YX ("the Second Hypothecator")

2. Interpretation

2. In this Agreement –

- 2.1 Any reference to a party includes, where the context so admits, that party's assigns and successors in title, and in the case of the Minister includes any person or body to whom the relevant functions of the Minister may hereafter be validly transferred.
- 2.2 Any expression defined in the Original Agreement shall have the same meaning for the purposes of this Agreement.
- 2.3 The expressions in the left hand column have the meanings attributed to them in the right hand column.

The Original Agreement	The Planning Obligation Agreement relating to the Site between the Minister for Planning and Environment, Bel Royal (Jersey) Limited, Jersey Steel Company (1935) Limited, Dandara Holdings Limited, Barclays Private Clients International Limited and Michael Blair Sarre dated 11 April 2008 and which was registered in the Public Registry on the 22 nd April, 2008
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3. Recitals

- 3.1 On the 22nd April, 2008 the Original Agreement was registered in the Public Registry. The parties to the Original Agreement were the Minister, the Owner, Jersey Steel, the Guarantor, the First Hypothecator and the Second Hypothecator.
- 3.2 Paragraph 6.8 to the Fourth Schedule to the Original Agreement provided:
“in the circumstances where the Minister is satisfied that there is a sufficient justification allowing for a proportional split between conventional First Time Buyer homes and Shared Ownership homes then the persons against whom this obligation (Affordable Housing) is enforceable shall enter into such agreement of modification of this Agreement prepared by or on behalf of the Minister under Article 25(12) as the Minister may direct so as to give effect to the proportional split”
- 3.3 The Owner has requested the Minister that the tenure under the Original Agreement be modified
- 3.4 The Minister having regards to the circumstances of the matter and the desirability of Category A housing being provided on the Site in accordance with the Island Plan 2002 and more particularly the desirability of the Site being developed for a mix of first time buyer properties, Lifelong Homes and Intermediate Housing properties has agreed that the Original Agreement shall be modified in the manner set out herein
- 3.5 Clause 7.2 of the Original Agreement provides that upon the request of the Owner upon the Owner fully discharging an obligation of the Owner under the Original Agreement the Minister will formally acknowledge such discharge and register evidence of such discharge in the Public Registry of Contracts
- 3.6 The Owner has requested the Minister to acknowledge the discharge by the Owner of the obligations contained in paragraphs 10.1, 10.2 and 10.3 of the Fourth Schedule to the Original Agreement and the Minister has agreed formally so to do.

4. The modification

4.1 The parties to this Agreement have agreed that the Original Agreement should be modified in the way set out in the Schedule

5 Acknowledgement

5.1 The Minister acknowledges that the Owner has fully discharged the obligations of the Owner in paragraphs 10.1, 10.2 and 10.3 of the Fourth Schedule to the Original Agreement

6 Declaration

6.1 Save as hereby modified the provisions of the Original Agreement shall remain in full force and effect and the terms of the Original Agreement are deemed to be restated here in full and incorporated in this modification to the extent that they have not been modified by it.

Schedule
Modification

1.

Clause 1 (DEFINITIONS) of the Original Agreement shall be modified as follows:

1.1 before "AHS" insert:

"1862 Law, The *Loi (1862) sur les teneurs en fidéicomis et l'incorporation*
the" *d'associations*, as amended.

1.2 between "AHS Infrastructure Specification" and "Application" insert:

"Alienation (i) any sale exchange gift or other transfer of ownership in
Event" (ii) the date six months following the date upon which the
Intermediate Housing Unit passes by testate or intestate
succession from the Qualifying Person or in the case of an
Intermediate Housing Unit in co-ownership from the last
survivor to a third party or parties

1.3 between "First Time Buyer" and "Foul Drainage Works" insert:

"First Time Buyer Market Value" the amount reasonably expected to be realised on a sale in the First
Time Buyer housing market for a Dwelling Unit assuming:
1. a willing seller and a willing First Time Buyer transacting at
arm's length;
2. that vacant possession is to be given;
3. that the Dwelling Unit is in good and substantial repair and
condition, and
4. a condition created in perpetuity that the Dwelling Unit
should not be sold to or occupied by any person who was
not a First Time Buyer

1.4 between "Foul Drainage Works Specification" and "Grassed Play Area" insert:

"Gateway" such means testing system used from time to time by the Housing Minister in providing nominations to Intermediate Housing Providers for access to Intermediate Housing by Qualifying Persons.

1.5 between "Interest" and "Jersey Steel Site" insert

"Intermediate Housing" affordable housing for people with incomes too great to be eligible for social rented housing but unable to purchase, even with a loan, the cheapest available First Time Buyer Dwelling Unit or its equivalent elsewhere in Jersey

"Intermediate Housing Bond" A bond in favour of the Intermediate Housing Provider securing a sum secured under the bond upon an Intermediate Housing Dwelling Unit which is the percentage difference between the Intermediate Housing Price Payable and the First Time Buyer Market Value upon the date of the bond realisable only on the happening of an Alienation Event and in such form as the Housing Minister shall reasonably approve

"Intermediate Housing Certificate" A certificate in such form as the Minister for Housing shall from time to time prescribe that the persons named on the certificate are eligible for Intermediate Housing and have been Nominated by the Housing Minister

"Intermediate Housing Price Payable" the amount reasonably expected to be realised that takes into account the price for each Intermediate Housing Unit based on affordability criteria for Intermediate Housing as applicable from time to time as established by the Housing Minister and assuming:

(i) a willing seller and a willing Intermediate Housing Provider;

(ii) that vacant possession is to be given;

- (iii) that the Dwelling Unit will not be freely exposed to the First Time Buyer Market but is subject to a restriction that it may only be sold to used or occupied by a Qualifying Person;

In determining the Intermediate Housing Price Payable there shall be taken into account all factors that influence the calculation of the price (including, without limitation, the actual costs or estimated reasonable costs of acquiring any land, servitudes required for sight lines, access, drainage or other services to or from the Development, the actual costs or estimated reasonable costs of any construction work or payments in respect of access, drainage or other services to or from the Development which are to be outside the boundaries of the Development and the actual costs or estimated reasonable costs of complying with any agreement required or likely to be required by any Insular Parochial or other authority or by any service undertaking in respect of the Development) Provided Always that in calculating the Intermediate Housing Price Payable the effect on the First Time Buyer housing market of the fact that Development has been wholly or partly carried out shall also be disregarded

“Intermediate
Housing
Provider”

shall mean the Public, a Parish or a Housing Trust (and in the case of a Housing Trust one created under the 1862 Law and whose constitution specifically provides for the acquisition and provision of Intermediate Housing and provides for the application of Redemption Monies specifically to the purpose of the provision creation and furtherance of Intermediate Housing and such Housing Trust to also have been previously approved in writing by the Housing Minister) when discharging their function of providing housing for those persons whom the Intermediate Housing Provider considers, having regard to the criteria set out from time to time by the States or by the Housing Minister as the case may be, to be in need of financial and/or social assistance for obtaining Intermediate Housing suitable for their needs.

"Intermediate Housing Purchase" A disposal whereby the Intermediate Housing Provider sells cedes and transfers to a Qualifying Person an Intermediate Housing Unit for a consideration which after taking in to account the amount secured by an Intermediate Housing Bond in favour of the Intermediate Housing Provider and the Qualifying Person's Purchase Contribution does not exceed the First Time Buyer Market Value

"Intermediate Housing Units" that part of the Development of the Site comprising 46 Dwelling Units numbered 2,5,7,8,9,10,12,13,14,15,17,18,19,20,21,22,23,24,25,29,33,34,36,37,38,39,40,41,42,44,45,63,65,66,67,68,69,70,71,77,78,79,82,83,84 and 85 and shown cross hatched black on Plan 3

1.6 between "Noise Mitigation Measures" and "'Occupation" and "Occupied"' insert:

"Nominated" nominated by the Housing Minister in accordance with his Gateway

"Nominated Intermediate Housing Provider" Means an Intermediate Housing Provider nominated by the Housing Minister

1.7 between "Plan 2" and "Planning Permit" insert:

"Plan 3" The plan attached to this Agreement and marked Plan 3

1.8 between "Public Art Contribution" and "Shared Ownership" insert:

"Purchase Contribution" the amount made up as to the cash monies provided by the Qualifying Person and the amount of funding (not being an Intermediate Housing Bond) to be secured against the Intermediate Housing Unit obtained by the Qualifying Person which represents the difference between the First Time Buyer Market value and the Intermediate Housing Price Payable for an Intermediate Housing Unit

“Qualifying Person”

Means a person or persons (also being a First Time Buyer):

1. whose household income and capital are insufficient to allow that person to afford to acquire a dwelling sufficient for their needs on the open market (general housing or First Time Buyer housing); and
2. whose household income and capital are sufficient to allow them to afford to acquire an Intermediate Housing Unit on the basis of an Intermediate Housing Purchase; and
3. whose household by its size and nature is or will be appropriate to the size and nature of Intermediate Housing Unit they will acquire and occupy; and,
4. has an Intermediate Housing Certificate

“Redemption Monies”

Any money received as the result of the redemption or reduction of monies secured under an Intermediate Housing Bond

1.9 In the definition for “Development” for the words “*Elderly Persons Accommodation*” there shall be substituted the words “*Lifelong Homes*”

1.10 In the definition for “Elderly Persons Accommodation” for the words “*Elderly Persons Accommodation*” there shall be substituted the words “*Lifelong Homes*”

2.

The Fourth Schedule of the Original Agreement shall be modified as follows:

2.1 Paragraph 6.1 shall be replaced with the following paragraph:

"that of the Dwelling Units permitted by the Minister 5 numbered 48,49,73,74 and 75 and shown square hatched black on Plan 3 shall be Lifelong Homes, 51 shall be First Time Dwelling Units and 46 shall be Intermediate Housing"

2.2 Paragraph 6.2 shall be replaced with the following paragraph:

"that at or prior to the completion of the Development which the Owner will carry out as quickly as reasonably possible, the Owner shall place the Lifelong Homes on the open market and shall take all reasonable steps to facilitate the sale of the Lifelong Homes to persons approved by the Housing Minister as being persons of a category specified in Regulation 1 (1) (a), (b), (c), (d), (e), (f), (g), or (h) of the Housing (General Provisions) (Jersey) Regulations 1970, as amended. "

2.3 In paragraph 6.4 for the words "*Social Rental Accommodation*" there shall be substituted the words "*Intermediate Housing*" and for the words "*a Social Rental Landlord*" there shall be substituted the words "*an Intermediate Housing Provider*".

2.4 After paragraph 6.4 there shall be inserted the following paragraphs

"6.4A *no Intermediate Housing Dwelling Unit shall be used or Occupied other than by a Qualifying Person under the provisions of an Intermediate Housing Purchase.*

6.4B *the Intermediate Housing Provider shall not use any Redemption Monies it receives other than for the purpose of securing providing and furthering the provision of Intermediate Housing"*

2.5 In paragraph 6.5 for the words "*Social Rental Landlord*" there shall be substituted the words "*an Intermediate Housing Provider*" and for the words "*Social Rental Accommodation*" there shall be substituted the words "*Intermediate Housing*".

2.6 In paragraph 6.6 for the words "*and all subsequent transfers of Social Rental Accommodation Dwelling Units shall be to Social Rental Landlords reasonably approved as such by the Housing Minister*" there shall be substituted the words "*and all subsequent transfers of an Intermediate Housing Unit by a Qualifying Person shall be to a First Time Buyer reasonably approved as such by the Housing Minister*"

2.7 In paragraph 6.7 for the words "*Elderly Persons Accommodation*" there shall be substituted the words "*Lifelong Homes*".

2.8 After paragraph 6.7 there shall be inserted the following paragraph

“6.7A *Notwithstanding the terms of Paragraph 6.2 none of the Lifelong Homes shall be occupied at any time by any person other than:*
(a) A person or persons aged 55 years of age or over; or
(b) A person under 55 years of age residing in the same Dwelling Unit with their spouse or partner who is aged 55 years or over, as "a couple";
or
(c) A person falling wholly within the scope of (b) above who continues to reside in the same Dwelling Unit upon and following the demise of such older spouse or partner.”

3

Plan 3 shall be added to the Original Agreement



Intermediate Housing

Lifelong Homes

PLAN 3

Signed on behalf of Michael Blair Sarre



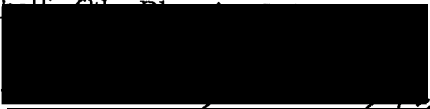
By ANTHONY PAUL DEL AMO (ATTORNEY)

In the presence of PAUL CLIFFORD PETER SCALLY

This 15th day of JULY 2009

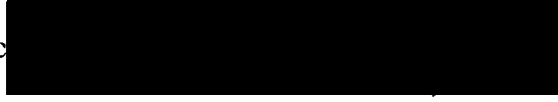


Signed on behalf of



by PETER THORPE

in the presence of



KEVIN PULLEY

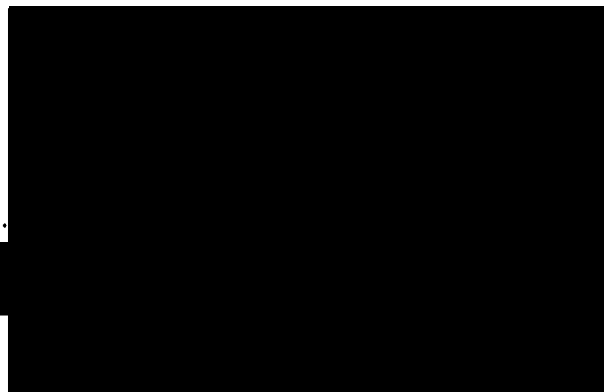
this 15 day of JULY 2009

Signed on behalf of Bel Royal (Jersey) Limited

By John Le Cras Bisson duly authorised Attorney..

In the presence of ..

This 15th day of July 2009

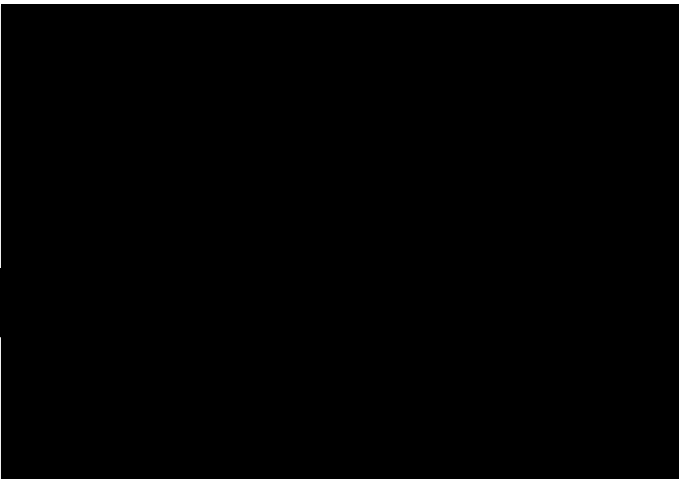


Signed on behalf of Jersey Steel Company (19

By BILLIE HALLIWELL ..

In the presence of ..

This 16th day of JULY 2009

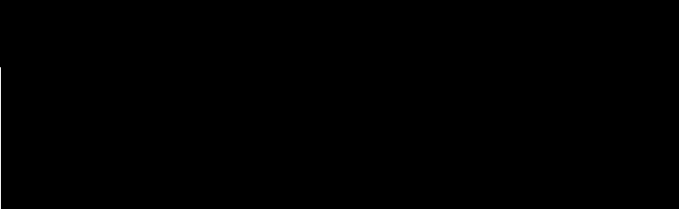


Signed on behalf of Dandara Holdings Limited

By John Le Cras Bisson duly authorised Signatory

In the presence of ..

This 15th day of July 2009



Signed on behalf of Perelens Private Clients International Limited

By A.S. Tulip ..

In the presence of ..

This 15th day of July 2009

