

**Modification of a Planning Obligation Agreement under Article 25(12) of the
Planning and Building (Jersey) Law 2002**
relating to the development of Tevielka, La Rue de la Haye du Puits, Grouville

Dated : 20th November 2015

2015

The Minister for Planning and Environment (1)
Tevielka 2014 Limited (2)
Royal Bank of Scotland International Limited (3)

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

1. Parties

DATE 20th November 2015

2015

PARTIES

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")
- (2) Tevielka 2014 Limited Co Regn No 116077 whose registered office is situate at 8th Floor Union House Union Street St Helier Jersey JE2 3RF ("the Owner")
- (3) The Royal Bank of Scotland International Limited ("RBSI")

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 Chief Officer includes any person or body to whom the relevant functions of the Chief may hereafter be validly transferred.
- 2.2 Any expression defined in the Original Agreement shall have the same meaning for the purposes of this Modification.
- 2.3 The expressions in the left hand column have the meanings attributed to them in the right hand column.

"the Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law
"the Original Agreement"	The Planning Obligation Agreement relating to the land which was registered in the Public Registry on the 6th January 2015

3. Recitals

- 3.1 On the 5th January 2015 the Original Agreement was registered in the Public Registry
- 3.2 The Chief Officer has agreed with the Owner that the Original Agreement may be modified as hereinafter appearing
- 3.3 The Owner is party to this modification as the person against whom the planning obligation under the Original Agreement that is to be modified herein is enforceable

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 Declaration

- 5.1 Save as hereby modified the provisions of the Original Agreement (as modified by the Modifications) shall remain in full force and effect and the terms of the Original Agreement (as modified by the Modifications) 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

The Second Schedule Paragraph 11 shall be deemed to be modified as follows;

“Not to Occupy more than two (2) Dwelling Units at the Development until such time as the Fence Works have been completed to the reasonable satisfaction of the Chief Officer (in consultation with the TTS Minister).”

Signed on behalf of the Tevielka 2014 Limited

By: [Redacted] Director

In the presence of [Redacted] K. Marshall

This 18th day of November 2015

Signed on behalf of Royal Bank of Scotland International Limited

By: Name: Timothy Brian Slatter [Redacted]
Job Title: Head of Portfolio Ma [Redacted]

In the presence of Offshore Real Estate
C. [Redacted] C. [Redacted]

This 19th day of November 2015

Signed on behalf of the C [Redacted]

By: A. SCARE [Redacted]

In the presence of [Redacted]

This 20th day of November 2015