

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twenty-ninth day of February.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Mais Properties Limited and Brighton Properties Limited in relation to the development of 1 Traders House, L'Avenue le Bas, St Saviour, JE4 8NB be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

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

relating to the development 1 Traders House, L'Avenue le Bas, St. Saviour, JE4 8NB.

Dated 29th February

2024

The Chief Officer for the Environment (1)

Mais Properties Limited (2)

Brighton Properties (Jersey) Limited (3)

DATE

29 February 2024

PARTIES

1. The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("**the Chief Officer**");
2. Mais Properties Limited (Co Regn No 139142) whose registered office is situate at Flat 1, 1 Minden Villas, Old St. James Place, St. Helier, JE2 4QQ, Jersey ("**the Owner**"); and
3. Brighton Properties (Jersey) Limited (Co Regn No 33074) whose registered office is situate at 7-11 Britannia Place, Bath Street, St. Helier, JE4 8NB, Jersey ("**the Lender**").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the majority of the Site by virtue of a contract passed before the Royal Court on 18 November 2022 from Brighton Properties (Jersey) Limited.
- 2 The Lender has an interest in the Site by virtue of a simple conventional hypothec (hypothèque convontionelle simple) dated 18th November 2022.
- 3 The Owner submitted the Application (accorded the reference P/2023/0305) for planning permission for the Development.
- 4 The Owner submitted the Application to the Chief Officer who pursuant to Article 9(5)(b) of the Law referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2022-25 and all other material considerations the Planning Committee at its meeting on 11 January 2024 resolved to approve the grant of planning permission with respect to the Application subject to the prior completion of this Agreement.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**OPERATIVE PART****1 DEFINITIONS**

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

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing building structures on this site. Construct new trade unit. Create new vehicular access onto Longueville Road. Various landscape improvements." and given the reference P/2023/0305;
"Bus Enhancement Contribution"	a financial contribution of six thousand five hundred and ninety pounds eighty-seven pence (£6,590.87) towards the enhancement of bus services
"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;
"Commencement"	the date on which any material operation (as defined in Article 5(7) of the Law) forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"Eastern Cycle Route Network Contribution"	a financial contribution of forty four thousand three hundred and ninety six pounds thirty pence (£44,396.30) towards the Eastern Cycle Route Network.

"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent (3%) above the base lending rate of Barclays Bank Plc from time to time;
"Island Plan 2022-2025"	the States of Jersey Island Plan, 2022 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Planning Permit"	the planning permission for the Development granted pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as 1 Traders House, L'Avenue le Bas, St. Saviour, JE4 8NB, the whole as shown edged red for the purposes of identification on the plan forming the First Schedule;

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 interchangeably 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 Chief Officer 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 under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development,

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and any person claiming or deriving title through or under the Owner to the Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

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

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer 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 Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 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.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 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 Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 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 Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained in this Agreement.

8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.

8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer 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 Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 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.

14 GOODS AND SERVICES TAX

14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 LENDER'S CONSENT

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

16 INDEMNITY

The Owner hereby indemnifies the Lender against all liabilities, actions, proceedings, costs, claims, charges, demands, losses, damages and expenses incurred or to be incurred or recovered or made against the Lender pursuant to and/or under or arising as a result of this Agreement and in respect of the professional fees, costs or expenses reasonably and properly incurred by the Lender and to reimburse to the Lender within seven (7) days of demand any claim in respect of any of the above.

17 COUNTERPART

This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

18 JURISDICTION

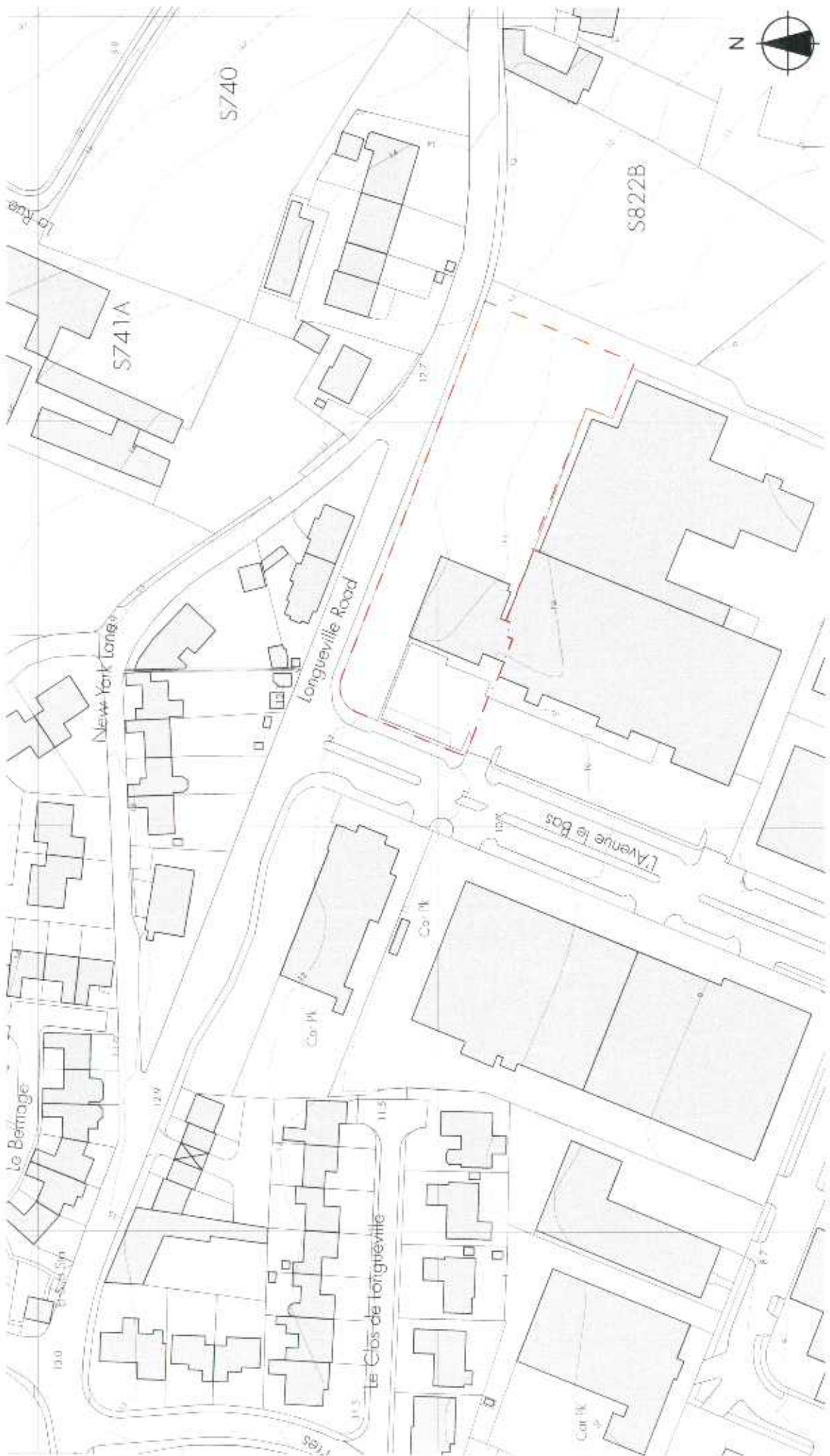
This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

The Site

Traders' House

A4



GODELARCHITECTS <small>architects - 10 rue de la Vierge - 44000 Nantes - France tel : 02 51 51 44 00 - www.godelarchitects.com - info@godelarchitects.com</small>	R.B.E.C. / CROWN COPYRIGHT RESERVED LICENCE No. J39		Job Title Traders' House	Drawing Location Plan	Drawn AR Job No 1425	Checked by SG Dwg. No. D01	Scale @ A4 1:1250 Date 15/03/2023 Rev 02

SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, if representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002:

In respect of the following development:

Demolish existing building structures on this site. Construct new trade unit. Create new vehicular access onto Longueville Road. Various landscape improvements.

To be carried out at:

1, Traders House, L'Avenue le Bas, St. Saviour, JE4 8NB.

REASON FOR APPROVAL: Permission has been granted having taken into account the relevant policies of the approved Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

Notably, the redevelopment of the site has been specifically considered in relation to highway safety, impact on the environment and amenities of the neighbouring properties. Based on submissions and consultation responses it is confirmed that the proposal is considered acceptable.

This application is subject to a Planning Obligation Agreement.

This permission is granted subject to compliance with the following conditions and approved plans:

- A. The development shall commence within three years of the decision date.

Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
- Reason:** To ensure that the development is carried out and completed in accordance with the details approved.

Additional Conditions:

1. No part of the development hereby permitted shall be begun until a Demolition/Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to: A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, dust and light); B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers; C. Details of any proposed crushing/ sorting of waste material on site; D. Specified hours of working.
2. Prior to commencement of the development hereby approved, the visibility splays, as indicated on the approved plan, must be wholly constructed in accordance with the approved plans and shall thereafter be retained as such.
3. No development shall be undertaken on site until the required drainage modelling has been undertaken and the results, together with any required mitigation measures identified and surface water details have been submitted to and agreed in writing by the Chief Officer. The approved details shall be implemented in full prior to first occupation of the specific development proposed and thereafter retained as such.
4. The measures outlined in the approved Species Protection and Enhancement Plan (ref. NE/ES/TH.03 18th May 2022, Nuture Ecology) shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Land Resource Management Team prior to works being undertaken.
5. No part of the development hereby approved shall be occupied until the parking spaces, cycle parking facilities and electric charging points as indicated on the approved plans have been provided. The facilities shall thereafter be retained solely for the use of staff and customers of the development and retained as such.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

6. Prior to the commencement of development, the design of the proposed Percentage for Art contribution shall be submitted and approved in writing in accordance with the details submitted in the approved Percentage for Art Statement, with the approved scheme delivered on site prior to occupation of any part of the development hereby approved and thereafter retained as such.
7. Prior to commencement of the development, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) a tree protection plan supplemented with a detailed methodology and phasing plan to protect existing trees during construction ii) the position of all new planting, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to support and protect them iii) detailed tree pit design for both urban and soft landscape settings iv) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species. The approved details shall be completed prior to occupation and thereafter retained and maintained as such.
8. Prior to commencement of the development, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include i) all existing landscaping features to be retained and any servicing required ii) paving, external surface finishes, step and kerb specifications iii) wall and fence types, their height, finish and construction iv) external finished paving levels v) specifications for street furniture and external signage. The approved details shall be completed prior to occupation and thereafter retained and maintained as such.
9. No part of the development shall be occupied until a schedule of landscape maintenance, for both hard and soft landscaped areas, over a minimum period of 5 years has been submitted to and approved in writing by the Chief Officer. Landscape fixtures, finishes and planting shall be replaced like-for-like should fault or failures occur during that 5 year period. The schedule shall include details of the arrangements for landscape implementation and its ongoing maintenance. The maintenance shall be continued in accordance with the approved schedule unless otherwise agreed in writing by the Department.
10. Any plant or machinery hereby approved, shall be installed, maintained and operated to such specification that noise generated from these units shall be at least 5dBA below background noise levels when measured, in accordance with BS4142:2014, from within the curtilage of any nearby property.
11. The use hereby permitted shall not be open to customers outside the following times - 7.30am to 5pm Monday to Friday, 8am to 12pm on Saturday and not at any time on Sundays or Public Holidays. In addition, no machinery shall be operated, no process shall be carried out and no deliveries taken at or despatched from the site outside of those times.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

12. Prior to the commencement of the development, information shall be submitted to the Department to demonstrate that the building will out-perform the Target Energy Rate by at least 20%, as demonstrated using the Jersey Standard Assessment Procedure or Simplified Building Energy Model (SBEM) calculator. The development shall be carried out in accordance with such approved details and thereafter retained as such.
13. No loading and unloading of vehicles, other than from Port of Jersey vehicles shall take place outside the building hereby approved.
14. No external storage of materials, equipment, waste, goods and/or other products shall take place on site, other than in the area as shown on the approved plans.
15. Prior to commencement details of safety mirrors to provide improve visibility to the adjacent site shall been submitted to and approved in writing by the Chief Officer. Once, approved the mirrors must be installed on completion of the approved access onto Longville Road and shall thereafter be retained and maintained as such.

Reasons:

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1 and ME3 of the Bridging Island Plan 2022.
2. In the interests of highway safety, in accordance with Policy TT1 of the Bridging Island Plan 2022.
3. To ensure that that the completed development is provided with satisfactory infrastructure, in accordance with Policy WER7 of the Bridging Island Plan 2022.
4. To ensure the protection of all protected species in accordance with Policies SP5 and NE1 of the Bridging Island Plan 2022.
5. In the interests of promoting sustainable patterns of development, in accordance with Policies SP6, GD1 and TT4 of the Bridging Island Plan 2022.
6. To ensure the delivery of the percentage for art contribution in accordance with Policy GD10 of the Bridging Island Plan 2022.
7. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity in accordance with Policies SP3, GD6, NE1, NE2 and NE3 of the Bridging Island Plan 2022.
8. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity in accordance with Policies SP3, GD6, NE1,

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

NE2 and NE3 of the Bridging Island Plan 2022.

9. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies SP3, SP4, SP5, GD1, GD7, NE1, NE2 and NE3 of the Bridging Island Plan 2022.

10. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Bridging Island Plan 2022.

11. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Bridging Island Plan 2022.

12. To ensure new development outperforms the target energy rate in accordance with Policy ME1 of the Bridging Island Plan 2022.

13. To safeguard the amenities of neighbouring uses in accordance with policy GD1 of the Bridging Island Plan 2022.

14. To safeguard the amenity of nearby residents in accordance with policy GD1 of the Bridging Island Plan 2022.

15. In the interests of safe and inclusive travel, in accordance with policy GD1 and TT1 of the Adopted Bridging Island Plan 2022.

Informative:

A Landscape Officer may arrange admittance to the site at any point during the development to inspect the tree protection measures and/or works undertaken within the tree root protection area.

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plans have been approved:

D01 Location Plan
D09 08 Proposed Site Plan
D09 (a) 05 Proposed Site Plan with TRPZ Overlay
D10 06 Proposed Ground Floor Plan
D11 Proposed Mezzanine Floor Plan
D12 Proposed Roof Plan
D13 06 Proposed Elevations
D13b 01 Proposed Elevations Outside of Site
D14 03 Proposed Sections
D16 04 Proposed Visibility Splay
Traders House SWMP(2)

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0305

Flood Risk Assessment
Traders House GD5 V1.0
ME(GF)100 P2 Ground Floor 1 of 2
ME(GF)101 P2 Ground Floor 2 of 2
ME(RL)100 P1 Roof Space
Percentage for Art Statement
Tree Survey Report

DECISION DATE:

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

APPROVED

THIRD SCHEDULE**The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTION

- 2 To pay the Eastern Cycle Route Network Route Contribution to the Treasurer of the States not more than 28 days prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as Eastern Cycle Route Network Contribution has been paid to the Treasurer of the States.
- 4 To pay the Bus Enhancement Contribution to the Treasurer of the States not more than 28 days prior to the Commencement of the Development.
- 5 Not to Commence the Development until such time as Bus Enhancement Contribution has been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer hereby covenants with the Owner to use all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Chief Officer covenants with the Owner that he will procure or arrange that the Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

KEVIN WHITEHEAD

in the presence of

GEMMA VASSILIN

this 29 day of February 2024

Signed on behalf of Mais Properties Limited

by

in the presence of

this 21 day of February 2024

Signed on behalf of Brighton Properties (Jersey) Limited

by

in the presence of

this 22 day of February 2024