

In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-five, the second day of January.

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, Ports of Jersey Limited, GAMA Aviation (Engineering) Jersey Limited and GAMA Aviation (Engineering) Jersey Limited in relation to the former airport cargo centre, Jersey Airport, L'Avenue de la Commune, St Peter, 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 (as amended)

relating to the development of a new aircraft hanger and associated works at
the site of former airport cargo centre, Jersey Airport, L'Avenue de la Commune, St Peter,
Jersey, JE3 7BY

Dated:



December 2024

The Chief Officer for the Environment (1)

Ports of Jersey Limited (2)

Gama Aviation (Engineering) Jersey Limited (3)

Gama Aviation (Engineering) Jersey Limited (4)

DATE



December 2024

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**"); and
- (2) **Ports of Jersey Limited**, a company incorporated under the laws of Jersey under company number 119051, whose registered office is at Jersey Airport, St Peter, Jersey, JE1 1BY ("**the Owner**");
- (3) **GAMA Aviation (Engineering) Jersey Limited**, a company incorporated under the laws of Jersey under company number 62212, whose registered office is at Beauport House, L'Avenue De La Commune, St Peter, JE3 7BY, Jersey ("**the Applicant**"); and
- (4) **GAMA Aviation (Engineering) Jersey Limited**, a company incorporated under the laws of Jersey under company number 62212, whose registered office is at Beauport House, L'Avenue De La Commune, St Peter, JE3 7BY, Jersey ("**the Contract Tenant**").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by virtue of a transfer effected on 1 October 2015 under the Air and Sea Ports Incorporation (Transfer) (Jersey) Regulations 2015 recorded by Act of Court registered at page 822 of book 1356 of the Public Registry.
- 2 The Applicant has an interest in part of the Site by virtue of an Agreement for Lease dated 29th November 2022 between the Owner, the Applicant and Gama Aviation PLC for a lease of the majority of the Site ("**the Agreement for Lease**").
- 3 The Contract Tenant has an interest in part of the Site by virtue of an hereditary contract of lease passed before the Royal Court on 14 June 1996 and registered at page 431 of book 1012 of the Public Registry (the "**Beauport Lease**") whereby the Public of the Island (as predecessor in title to the Owner) let to the Contract Tenant (under its previous company name "Aviation Beauport (Hangar Services) Limited") a certain area of land comprising a hangar, apron parking area, roadways and landscaping areas, forming part of Jersey Airport, the whole as more particularly described as the "premises" in the Beauport Lease and part of which premises forms part of the Site.
- 4 The Application for planning permission for the Development was submitted to the Chief Officer.
- 5 Having regard to the purposes of the Law, the Island Plan 2022 and all other material considerations the Chief Officer is minded to approve the grant of

planning permission for the Development, 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 herein.
- 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 structures. Construct new hangar with associated fixed-base operation building and various landscape improvements." and given the reference P/2023/0903;
"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 of any part of the extent of the Site permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly";
"Covenantees "		the Owner and Applicant together, jointly and severally;

"Cycle and Walking Contribution"		a financial contribution of One Hundred and Fifty Eight Thousand Pounds (£158,000) Sterling towards the enhancement of off-site cycle and walking infrastructure in the vicinity of the Site;
"Development"		the development of the Site as set out in the Application;
"Index"		the All Items Index of Retail Prices for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
"Interest"		Interest at three (3) per cent above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2022"		the States of Jersey Bridging Island Plan 2022-2025 (as adopted on 25 March 2022 and as may be amended from time to time);
"the Law"		the Planning and Building (Jersey) Law 2002 and as may be amended in future and any successor law thereto;
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"		the plan of the Site attached at the First Schedule of this Agreement.
"Planning Permit"		the decision notice providing planning permission for the Development pursuant to the Application, a copy of which in draft is attached at the Second Schedule hereto 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 property of the Owner known as the former Cargo Centre, Jersey Airport, L'Avenue de la Commune, St Peter, as shown outlined in black and cross-hatched for the purposes of identification only on the Plan;

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 one gender include all 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 and in the case of the said GAMA Aviation (Engineering) Jersey Limited, a company incorporated under the laws of Jersey under company number 62212, whose registered office is at Beauport House, L'Avenue De La Commune, St Peter, JE3 7BY, Jersey as the Applicant shall include its nominee and any successor in title as contract tenant under the Agreement for Lease..
- 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 Covenantees under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Covenantees.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

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

save for the provisions of Clause 10 (change in ownership) and Clause 13 (dispute resolution) which shall come into effect immediately upon the event of this Agreement being recorded as registered in the Royal Court as evidenced by an Act of the Royal Court and (i) above.

5 COVENANTEES' COVENANTS

The Covenantees jointly and severally covenant and agree with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Covenantees and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof, save where a contract lease is granted to the Applicant (or its nominee) under the Agreement for Lease, whereupon this Agreement shall be enforceable against the Applicant alone, then being the owner of an interest in land, for the period of such Lease and any person claiming or deriving title through or under the Applicant.

6 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Covenantees 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 Covenantees 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 deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land at Infrastructure and Environment Department, PO Box 228, St Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing or sent by email to planning@gov.je.
- 8.2 Any notices to the Covenantees 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 sent by e-mail to the Applicant's / Owner's e-mail address as stated below or as otherwise notified for the purpose by notice in writing:

Applicant: Chas Richardson chas.richardson@gamaaviation.com and Mine Taylor, Group Legal Counsel mine.taylor@gamaaviation.com.

Owner: property@ports.je

- 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 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 and/or the Applicant 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 herein shall be construed as obviating the need for the Applicant and/or 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 Covenantees as contained herein.
- 8.10 The Covenantees shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein save as set out in Clause 13.
- 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 Covenantees agree 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 all 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) until 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 (7) 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 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

15 GOODS AND SERVICES TAX

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

15.2 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 GST shall be paid accordingly.

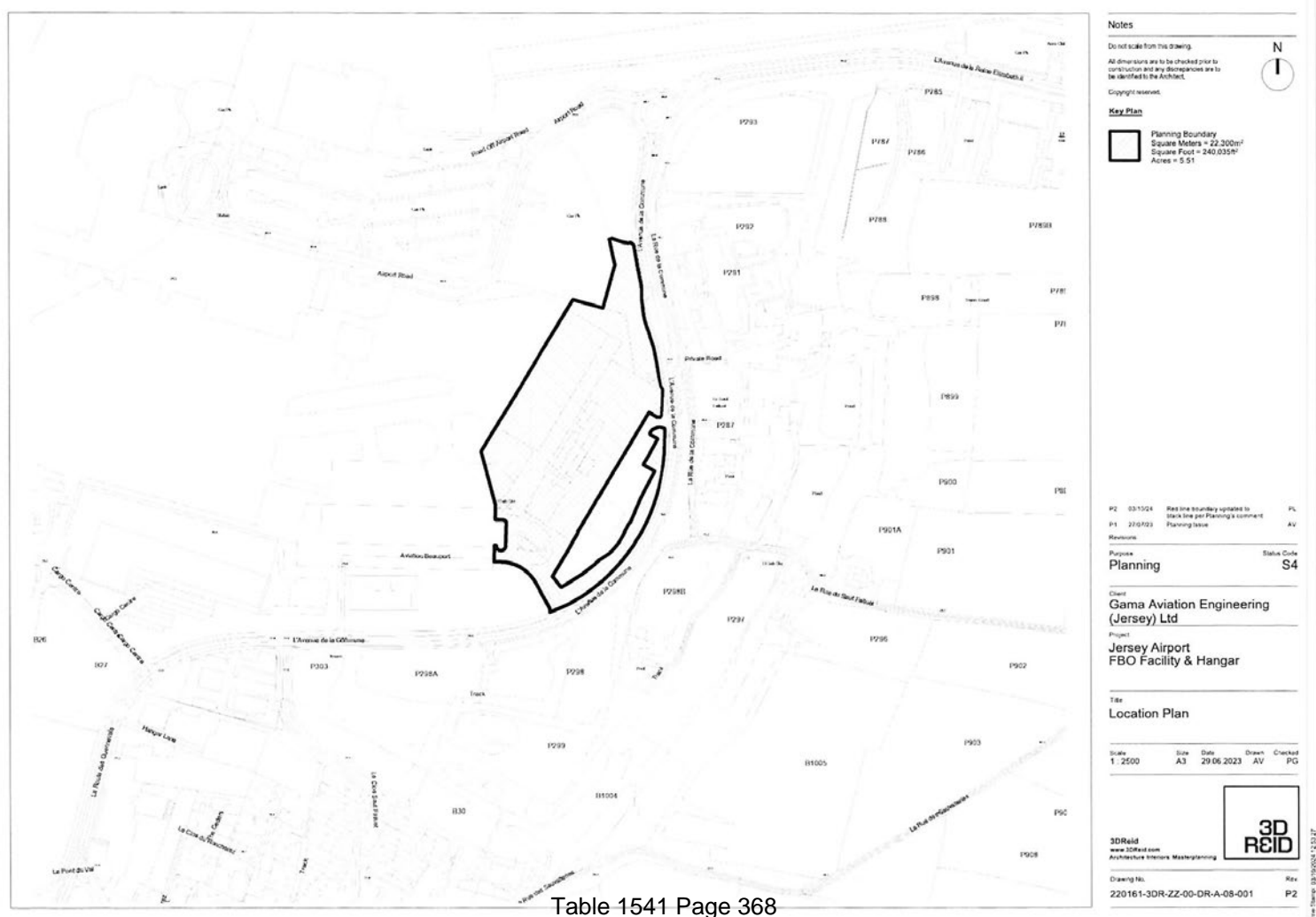
16 CONTRACT TENANT'S CONSENT

The Contract Tenant acknowledges and declares that this Agreement has been entered into by the Owner and the Applicant with its consent and that the Site (including that part of the Site subject to the Beauport Lease) shall be bound by the obligations contained in this Agreement.

17 COUNTERPARTS

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.

FIRST SCHEDULE
The Plan



SECOND SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0903

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as 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 structures. Construct new hangar with associated fixed-base operation building and various landscape improvements.

To be carried out at:

New Aircraft Hangar (former Cargo Centre), Jersey Airport, L'Avenue de la Commune, St Peter

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.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- 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.

- 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.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0903

Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Condition(s):

1. The development shall not commence until a Construction Environmental Management Plan has been submitted to, and approved in writing by, the Chief Officer. Thereafter, the Construction Environmental Management Plan shall be implemented in full as part of the development, with any variations agreed in writing by the Chief Officer prior to such work commencing. The CEMP 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. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - 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; and
 - D. Specified hours of working;
2. Prior to the commencement on site of any new construction, full construction details of the development (including, in particular, connection / junction details between external components and materials, and a full specification relating to final colours and finishes) shall be submitted to, and approved in writing by, the Chief Officer.
3. Prior to the commencement on site of any new construction, a detailed scheme of landscaping shall be submitted to and approved in writing by the Chief Officer. The scheme of landscaping shall provide details of the following:
 - A. All existing landscaping features to be retained;
 - B. The position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them and details of their role within the scheme of landscaping where they are specifically designed to negate the impact of development on the residential amenity of neighbouring residential properties;
 - C. Other landscape treatments to be carried out to include any excavation works, surfacing treatments or means of enclosure;
 - D. 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; and

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0903

- E. A 5-year management plan for the new planting / landscaping, following the completion of construction.

Prior to first occupation of the development, the approved landscape scheme shall be implemented in full and shall thereafter be retained and maintained as such.

4. Prior to its installation, final details relating to the precise form of the Percentage for Art (PFA) contribution, shall be submitted to, and approved in writing by, the Chief Officer (in consultation with the Planning Committee). Thereafter, the PFA shall be installed prior to the first occupation / use of the new development.
5. The mitigation measures and tree root protection measures outlined in the approved Initial Ecological Assessment Report (ref. NE/ES/GA.01, June 2023, Nurture 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.
6. 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 residential property.
7. No part of the development hereby approved shall be occupied until the car and bicycle parking facilities have been fully provided (complete with electric charging facilities), as indicated on the approved plans. These facilities shall thereafter be retained solely for the use of occupants of the development.

Reason(s):

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1, & ME3 of the 2022 Bridging Island Plan.
2. To ensure a high quality of design and finish is achieved as part of the construction of the new development, in accordance with Policies SP3 and GD6 of the 2022 Bridging Island Plan.
3. In the interest of the amenity of the area, the natural environment and to ensure precise landscape details serve to protect the amenities of neighbouring uses in accordance with the requirements of policies SP4, SP5, GD1, NE1, NE2 and NE3 of the 2022 Bridging Island Plan.

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0903

4. To ensure the provision of an appropriate PFA scheme, in accordance with the requirements of Policy GD10 of the 2022 Bridging Island Plan.
5. To ensure the protection of biodiversity in accordance with the natural environment policies of the 2022 Bridging Island Plan.
6. To protect the amenities of the occupants of nearby residential properties, in accordance with Policy GD1 of the 2022 Bridging Island Plan.
7. To ensure the provision of bicycle and vehicle parking facilities, in accordance with Policies TT1, TT2, & TT4 of the 2022 Bridging Island Plan.

FOR YOUR INFORMATION

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

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

220161-3DR-ZZ-00-DR-A-08-001 P1 - Location Plan
 220161-3DR-ZZ-00-DR-A-08-002 P1 - Existing Site Plan
 220161-3DR-ZZ-00-DR-A-08-003 P1 - Demolition plan
 220161-3DR-ZZ-00-DR-A-08-004 P1 - Development Area
 220161-3DR-ZZ-00-DR-A-08-005 P3 - Proposed Site Plan
 220161-3DR-ZZ-00-DR-A-08-010 P3 - FBO & Hangar - Floor Plan - Level 0
 220161-3DR-ZZ-00-DR-A-08-400 P3 - FBO - Internal Layout L0
 220161-3DR-ZZ-01-DR-A-08-011 P3 - FBO & Hangar - Floor Plan - Level 1
 220161-3DR-ZZ-01-DR-A-08-401 P3 - FBO - Internal Layout L1
 220161-3DR-ZZ-02-DR-A-08-012 P3 - FBO & Hangar - Floor Plan - Level 2
 220161-3DR-ZZ-02-DR-A-08-402 P2 - FBO - Internal Layout L2
 220161-3DR-ZZ-RF-DR-A-08-013 P1 - FBO & Hangar - Floor Plan - Roof Level
 220161-3DR-ZZ-XX-DR-A-08-100 P3 - Contextual Elevations - North West & South East
 220161-3DR-ZZ-XX-DR-A-08-101 P3 - Contextual Elevations - North East & South West
 220161-3DR-ZZ-XX-DR-A-08-102 P3 - Building Elevations - North West & South East
 220161-3DR-ZZ-XX-DR-A-08-103 P3 - Building Elevations - North East & South West
 220161-3DR-ZZ-XX-DR-A-08-200 P1 - Section AA & Section BB
 220161-3DR-ZZ-XX-DR-A-08-201 P1 - Section CC & Section DD
 220161-3DR-ZZ-XX-DR-A-08-600 P3 - Façade Study - Hangar Rear Wall
 220161-3DR-ZZ-XX-DR-A-08-601 P3 - Façade Study - FBO Entrance Area
 220161-3DR-ZZ-XX-DR-A-08-602 P3 - Façade Study - Hangar Side Wall
 220161-3DR-ZZ-XX-DR-A-08-603 P3 - Façade Study - FBO Airside Departure Area
 220161-3DR-ZZ-XX-DR-A-08-604 P3 - Façade Study - Hangar Airside Wall
 1769-001-P3 - Landscape Site Plan
 Initial Ecological Assessment and Preliminary Roost Inspection: June 2023

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2023/0903

DECISION DATE: xx/xx/xxxx

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

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APPROVED

THIRD SCHEDULE

The Covenantees' Covenants with the Chief Officer

The Covenantees agree, covenant and undertake with and to the Chief Officer:

COMMENCEMENT

- 1 Not to Commence the Development until the Covenantees have given to the Chief Officer not less than seven (7) days' notice in writing of the intention so to do.

CYCLE AND WALKING CONTRIBUTION

- 4 To pay to the Treasurer of the States the Cycle and Walking Contribution prior to first Occupation of the Development to be applied (in accordance with the Fourth Schedule) towards the enhancement of off-site cycle and walking infrastructure in the vicinity of the Site.
- 5 Not to Occupy the Development until the Cycle and Walking Contribution shall have been paid to the Treasurer of the States.

FOURTH SCHEDULE

Covenants of the Chief Officer of the Environment

- 1 The Chief Officer hereby covenants with the Covenantees to use or procure the use of all sums received by the Treasurer of the States from the Covenantees 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 Covenantees that he will procure or arrange that the Treasurer of the States will pay to whichever of the Covenantees as shall have made the payment in question such amount of any payment made by such Covenantee to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five (5) years of the date of receipt by the Treasurer of the States of such payment.
- 3 The Chief Officer covenants with the Covenantees to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Public Registry as evidenced by an Act of the Royal Court.

Signed on behalf of the Chief Officer

by

KELLY WHITEHEAD

in the presence of

.....

this 20th day of December 2024

Signed on behalf of the Owner

by .

in the presence of

this 20th day of December 2024

Signed on behalf of the Applicant

by

in the presence of

this 18th day of December 2024

Signed on behalf of the Contract Tenant

by

in the presence of

this 18th day of December 2024