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

relating to the development of a parcel of land owned by Centenary Holdings Limited

Dated: 5th November 2014

The Minister for Planning and Environment (1)

Centenary Holdings Limited (2)

Santander UK plc (Jersey Branch) (3)

DATE 2014

### **PARTIES**

 The Minister for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Minister")

- (2) Centenary Holdings Limited a limited liability company incorporated in Jersey with company number 85892 and with registered office at Jackson House, La Rue Fondon, St Peter, Jersey, JD3 7BF ("the Owner")
- (3) Santander UK Plc (Jersey Branch) a public limited company incorporated in England with company number 02294747 but whose address for service in the Island of Jersey shall be 19-21 Commercial Street, St Helier, Jersey, JE2 3RU ("the Hypothecator")

### 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.
- 2 The Owner warrants that it is the owner in perpetuity (à fin d'héritage) of the Site.
- The Hypothecator has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 22 November 2013.
- 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 in order that an appropriate provision should be made for regulating the use of the Site and thereby facilitating the Development the whole in the manner hereinafter appearing and without such the Minister would not be so minded.
- 5 The parties acknowledge that this Agreement is legally binding.

## NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

### **OPERATIVE PART**

#### 1 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 and allocated reference
	number P/2010/1844, as varied from time to time

Agreement" this agreement including the recitals, schedules and appendices hereto			
Commencement"	the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out and "Commence" and "Commenced" shall be construed accordingly  the development of the Site to "Construct new office building and new vehicular access from La Rue des Sapins. AMENDED PLANS: Omit proposed vehicular access. Additional landscaping. FURTHER AMENDED PLANS: Retain roadside bank and re-organise parking layout. Amphibian survey provided. FURTHER AMENDED PLANS: Remove show-conservatory and re-position proposed office building further to the South-West. FURTHER AMENDED PLANS: Re-design and re-position proposed office building. FURTHER AMENDED PLANS: Further changes to the design and position of the proposed building" as set out in the Application  goods and services tax or GST under the Goods and Services Tax (Jersey) Law 2007  interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time		
Development"			
"GST"			
"Interest"			
"Law"	the Planning and Building (Jersey) Law 2002  the period of nine (9) years from the time that the ground floor Offices are Occupied and notice to that effect has been provided to the Minister in writing  occupation for the purposes permitted by the Planning Permit but not including occupation during the course of development by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations		
"Obligation Period"			
"Occupation, Occupy and Occupied"			
"Offices"	the office premises to be constructed on the Site as part of the Development		
"Plan"	the plan forming part of the First Schedule  the planning permission for the Development issued by the Minister pursuant to the Application, a copy of which is attached at the Second Schedule		
"Planning Permit"			
"Public"	the Public of the Island of Jersey		

"Royal Court"	the Royal Court of the Island of Jersey	
"Site"	that part of the property of the Owner as shown by a thick black line on the Plan and as is more fully described in the First Schedule upon part of which the Development is to be carried out by the Developer and being the land against which this Agreement may be enforced	
"Warehouse Premises"	units 3 and 4 (c), Lande du Marche, St Peter, Jersey, for the purposes of identification hatched on the Plan forming part of 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.
- 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 under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Minister against the Owner.

### 4 CONDITIONALITY

- 4.1 This Agreement is conditional upon:
  - 4.1.1 the grant of the Planning Permit; and
  - 4.1.2 the Commencement of the Development;

save for the provisions of Clauses 7.1 and 15 which shall come into effect immediately upon completion of this Agreement.

4.2 This Agreement will cease to have effect at the end of the Obligation Period

### 5 OWNER COVENANTS

The Owner covenants with the Minister as set out in the Third Schedule so that this Agreement shall be enforceable during the Obligation Period against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

### 6 PUBLIC REGISTRY OF CONTRACTS

- 6.1 The Minister shall as soon as practicable after execution of this Agreement by all the parties apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.
- 6.2 The Minister agrees, if so requested by the Owner, upon the discharge by the Owner of an obligation under this Agreement to formally acknowledge such discharge and to register in the Public Registry of Contracts evidence of such discharge, the whole without prejudice to all and any continuing obligations of the Owner at that time still undischarged.

### 7 MISCELLANEOUS

7.1 The Owner shall pay to the Minister on completion of this Agreement the reasonable legal costs of the Minister incurred in the negotiation, preparation and completion of this Agreement, in such sum as shall have been agreed between the Owner and the Minister.

- Where the agreement, approval, consent or expression of satisfaction is required by the 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 Development Control of Planning and notice or communication to the Minister pursuant to the provisions of this Agreement shall be addressed to the Director Development Control at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- Any notices to be served on the Owner, the Minister or the Hypothecator 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 such other addresses in the Island of Jersey as notified to the other parties writing.
- 7.4 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.
- 7.5 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 and in any event shall cease to be of any effect after the expiry of the Obligation Period.
- 7.6 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.
- 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.
- 7.8 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 in favour of the Minister under this Agreement are in addition to any of the Minister's statutory powers under the Law
- Nothing in this Agreement shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Peter (whether in its public or private capacity) or any third party with respect to the Development or its use any consents, permits, authorisations, rights, interests in land or servitudes.
- 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 as contained herein

- 7.11 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein
- 7.12 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 from acting upon any subsequent breach or default.

## 9 CHANGE IN OWNERSHIP

The Owner agrees with the Minister to give the Minister written notice (as soon as reasonably practical following such change) of any change in ownership of any of its interest in the Site 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 of the Site purchased by reference to a plan.

## 10 HYPOTHECATOR'S CONSENT

The Hypothecator 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 Hypothecator over the 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 Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

### 11 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.

### 12 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

## GOODS AND SERVICES TAX 13

- All consideration given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof; 13.1
- 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 13.2 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.

#### JURISDICTION 14

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

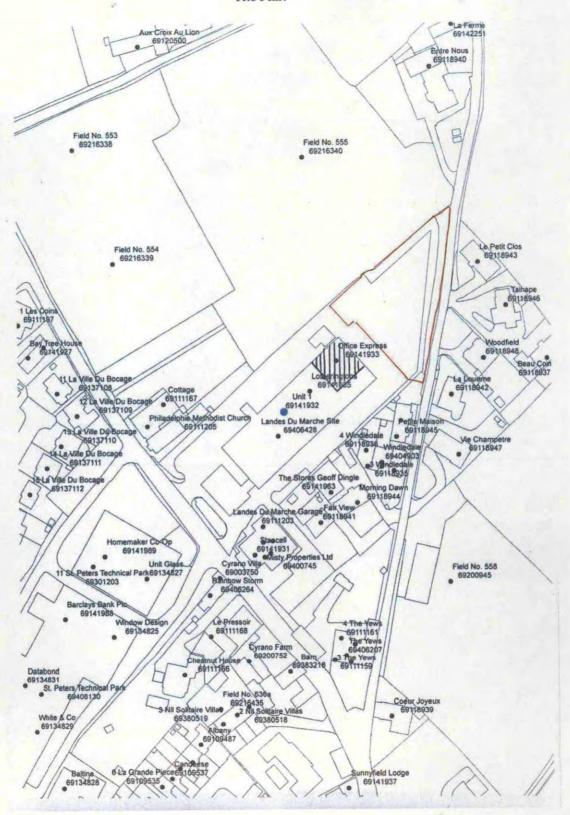
## FIRST SCHEDULE

# Details of the Owners' Title, and description of the Site

A parcel of land forming the eastern part of the property acquired by Centenary Holdings Limited from Misty Properties Limited by contract dated 22 August 2003, joining by the North to Field 555 St Peter belonging to Patricia Roselle Scally (née Surcouf) by the West, the South and the South West land the remainder of the property of the Owner and bordering on the East La Rue des Sapins.

The whole as shown for the purposes of identification on the Plan.

The Plan



## SECOND SCHEDULE

The Planning Permission

Department of the Environment Planning & Building Services

South Hill

St Helier, Jersey, JE2 4US Tel: +44 (0) 1534 445508 Fax:+44 (0) 1534 445528



xx/xx/xxxx

Andrew Morris Morris Architects 17 La Motte Street St Helier JE2 4SY

Planning Application Number P/2010/1844

Dear Sir/Madam

Application Address: Land to the rear of Marks & Spencer, La Rue des Sapins, St

Peter.

Description of Work: Construct new office building and new vehicular access from La

Rue des Sapins. AMENDED PLANS: Omit proposed vehicular access. Additional landscaping. FURTHER AMENDED PLANS: Retain roadside bank and re-organise parking layout. Amphibian survey provided. FURTHER AMENDED PLANS: Remove show-conservatory and re-position proposed office building further to the South-West. FURTHER AMENDED PLANS: Re-design and re-position proposed office building. FURTHER AMENDED PLANS: Further changes to the design and position of the

proposed building.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Notice are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

Lawrence Davies
Planner, Development Control
Planning Services, South Hill, St. Helier, Jersey, JE2 4US

direct dial: +44 (0) 1534 448472 fax: +44 (0) 1534 445528 email: l.davies@gov.je

Encl.

Department of the Environment Planning & Building Services

South Hill

St Helier, Jersey, JE2 4US Tel: +44 (0) 1534 445508 Fax:+44 (0) 1534 445528



Planning Application Number P/2010/1844

# **Decision Notice**

PLANNING AND BUILDING (JERSEY) LAW 2002

## IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) 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.

The development stated below <u>may</u> also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND<sup>1</sup> under Article 19 of the Planning and Building (Jersey) Law 2002.

Construct new office building and new vehicular access from La Rue des Sapins. AMENDED PLANS: Omit proposed vehicular access. Additional landscaping. FURTHER AMENDED PLANS: Retain roadside bank and reorganise parking layout. Amphibian survey provided. FURTHER AMENDED PLANS: Remove show-conservatory and re-position proposed office building further to the South-West. FURTHER AMENDED PLANS: Re-design and re-position proposed office building. FURTHER AMENDED PLANS: Further changes to the design and position of the proposed building.

To be carried out at:

Land to the rear of Marks & Spencer, La Rue des Sapins, St Peter.

#### PLEASE NOTE

This decision is purely permissive and in no way absolves 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 an applicant from the need to obtain the permission of the owner of the land to which a permission relates.





**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

**REASON FOR APPROVAL:** Planning 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.

The approved scheme is for the development of a new two-storey office building on land to the north-east of the Landes du Marche site in St Peter. The site forms part of the Built Up Area and is zoned as an Existing Industrial Site.

A previous permission issued for the development of the site was quashed by the Royal Court on two specific grounds (relating to the loss of the roadside bank, and the failure to take into account the potential impact of the scheme on protected species).

The application was remitted back for further consideration, and the applicants have amended the scheme to take into account these issues. As part of the latest plans, a detailed ecological (amphibian) survey / report has also been submitted which recomends a series of mitigation measures in respect of the potential impact on protected species. In addition, the new plans show the retention of the roadside bank in its entirety.

A dense hedgerow will be required to be planted atop the bank in order to screen the development from neighbours.

Although not required to do so by the Royal Court, the applicants have also made a series of amendments to the scale, design and position of the new office building itself, in order to further reduce its impact on neighbouring residents.

Following these changes, it is considered that the granting of a new Planning Permit is entirely reasonable, and consistent with the 2011 Island Plan.

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.





**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

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

## Condition(s):

- The architect appointed in the development of the scheme hereby approved, or any other architect as may be approved in writing by the Minister, shall be retained throughout all the construction phase of the development. Prior to the occupation of the development, the architect must give written confirmation to the Minister that he or she is satisfied that the development, including the landscaping, has been completed in accordance with the approved plans and that the quality of the materials and workmanship are of the highest possible order.
- 2. Prior to the commencement of the development hereby permitted, samples of all of the external materials to be used as part of the development shall be submitted to, and approved in writing by, the Minister for Planning and Environment or other authorised officer. This applies to the new building as well as the external landscaped areas. High quality photographic evidence may be sufficient for some items.
- Details of any external lighting to be installed within the landscaped car park, or affixed to the exterior of the building, must be submitted to, and approved in writing by, the Minister for Planning and Environment or other authorised officer, prior to installation. It is anticipated that any lighting, should it be required, will be low-intensity ground level lighting (it is anticipated that specific product literature would be necessary).
- 4. For the avoidance of doubt, the first floor windows to the south-east and north-east elevations of the new building, shall be fitted with obscured glass (as indicated on approved plan 'AO') prior to the first occupation of the building. Thereafter, this obscure glazing must be permanently maintained.
- 5. A work of art shall be delivered in the form as agreed by the Minister for Planning and Environment and detailed in the Statement dated 11/05/2011. The approved work of art must be installed prior to the first use/occupation of the development hereby approved unless otherwise agreed in writing.





**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

- The development hereby permitted shall not be commenced until there
  has been submitted to and approved in writing by the Minister for
  Planning and Environment, a scheme of landscaping which shall provide
  details of the following;
  - a) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the site and on adjoining land within the same ownership;
  - 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 (the new planting atop the existing roadside bank shall be formed using appropriate native / indigenous species, and shall form a dense screen);
  - other landscape treatments to be carried out or features to be created, for example, any excavation works, surfacing treatments, or means of enclosure;
  - d) the measures to be taken to protect existing trees and shrubs; and.
  - e) the arrangements to be made for the maintenance of the landscaped areas.
- 7. The new hedgerow which is to be planted atop the roadside bank, shall be planted at as early a stage as posible during the development process. Unless otherwise agreed in writing by the Minister for Planning and Environment, this hedgerow shall be planted either before, or concurrently with, the construction of the office building. In any event, the hedgerow shall be in place by the time the building is ready for occupation. All other planting and other operations comprised in the landscaping scheme approved in accordance with Condition no. 6 above, shall be carried out and completed in the first planting season following the completion of the development.
- 8. Any trees or plants, planted in accordance with the approved scheme, which, within a period of five years from the planting taking place; die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and





**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

species, unless the Minister for Planning and Environment gives written consent to a variation of the scheme. For the avoidance of doubt, the new hedgerow atop the roadside bank, shall be retained and maintained as such in perpetuity.

- 9. A protective screen shall be erected along the boundary of the development site and the roadside bank for the duration of the construction process. The bank shall not be used for any purpose connected to the construction process including, inter alia, the storage of materials or equipment, or the burning of waste materials. In addition, notwithstanding the provisions of Part 3, Class C of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the formation of a temporary vehicle access to the site for the duration of construction works is permitted. For the avoidance of doubt, all construction traffic shall be via the existing vehicle entrance to the site from La Grande Route de St Pierre.
- 10. It is the responsibility of the applicant to inform all site workers of the possibility of protected species on site and the implications under the Conservation of Wildlife (Jersey) Law 2000. If any protected species are found, the applicant shall stop work and notify the Department of the Environment immediately. For the avoidance of doubt, the mitigation measures identified within the Targeted Ecological (amphibian) Survey, approved under this permit, shall be implemented in full as part of the development process.

## Reason(s):

- To ensure that the highest quality of materials and workmanship are used in order that the original design concept is not diluted to the detriment of the development, in accordance with Policies GD 1 and GD 7 of the 2011 Island Plan.
- The execution of this development is considered to be critical to its success, and the Minister wishes to be assured as to the quality of these details, in accordance with Policies GD 1 and GD 7 of the 2011 Island Plan.



**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

- In order to limit the degree of light pollution in the interests of the amenities of neighbouring residents, in accordance with Policy GD 1 of the 2011 Island Plan.
- In the interests of the general residential amenity of the occupiers of nearby properties, in accordance with Policy GD 1 of the 2011 Island Plan.
- 5. So as to accord with the provisions of Policy GD 8 of the 2011 Island Plan.
- 6. To ensure that before development proceeds, provision is made for a landscaping regime that will enhance the appearance of the development and help to assimilate it into the landscape, in accordance with Policies GD 1 and NE 4 of the 2011 Island Plan.
- 7. To ensure that the benefits of the approved landscaping scheme are not delayed and consequently make an early contribution to the amenity of the site, as well as the residential amenity of neighbours, in the interest of sustaining and enhancing landscape quality, in accordance with Policies GD 1 and NE 4 of the 2011 Island Plan.
- To mitigate against the potential failure of trees and plants, and the
  extent to which that failure might threaten the success of the landscaping
  scheme, in accordance with Policies GD 1 and NE 4 of the 2011 Island
  Plan.
- 9. In the interests of the residential amenity of neighbouring residents, and to ensure that the development causes the minimum possible disruption of the existing roadside bank, in accordance with Policies GD 1 and NE 2 of the 2011 Island Plan.
- 10. Failure to implement the procedures to protect species or habitats, may lead to the disturbance or killing of protected species which could lead to prosecution under the Conservation of Wildlife (Jersey) Law, 2000 and would be contrary to the provisions of Policy NE2 of the Jersey Island Plan, 2011.





**PLANNING AND BUILDING (JERSEY) LAW 2002** 

Planning Application Number P/2010/1844

## 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.

AB: Ecological (amphibian) Survey

AG: Location Plan

AN: BREEAM Schedule
AO: Proposed Site Plan

AP: Floor Plans

AQ: Proposed South-East & North-West Elevations
AR: Proposed South-West & North-East Elevations

AS: Visualisations

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.

xx/xx/xxxx signed

for Director



# THIRD SCHEDULE

# The Owner's Covenants with the Minister

The Owner covenants, agrees and undertakes with the Minister during the Obligation Period:

## Commencement

not to Commence the Development until the Owner has given to the Minister twenty-eight (28) days' notice in writing of its intention so to do.

# Occupation and User

- 2 The Owner shall ensure that during the Obligation Period any occupier of the Offices shall also enter into a lease for the Warehouse Premises.
- 3 In the event that the Warehouse Premises are let to any occupier of the Offices, any further occupier(s) of the Offices shall be an occupier, owner or user of industrial premises in the Island of Jersey for so long as they remain in occupation of the Offices.
- The Owner shall during the Obligation Period and when requested by the Minister provide details to the Minister of who is in Occupation of the Development.

Signed on behalf of Centerary Holdings Limited
Name and Position. STEVE MARLE
In the presence of
Name and Position Christopher Phil pott, Carey Olser
This day of 2014
This day of 2014
Signed on behalf of Santander UK Plc
Name and Position RICHARD LE BRETON, RELATIONSHIP DIRECTOR
In the presence of
Chatalas Philatt. Cara Olsen
Name and Position.
This day of 2014

Signed on behalf of the Minister	
by	
Name and Position PETER LE CA	ZESLEY (DIRECTOR)
in the presence of	
Name and Position. LAWRENCE	DAVIES (PLANNER)
this 5th day of Novembe 2014	