

In the Royal Court of Jersey

Samedi Division

In the year two thousand and nineteen, the first day of August.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the attached modification to the Planning Obligation Agreement between The Chief Officer for the Environment, Castle Properties (Oxford Road) Limited, Castle Properties (Stopford Road) Limited and HSBC Bank Plc in relation to the former BOA Warehouses, L'Avenue et Dolmen du Pre des Lumieres and La Rue le Masurier, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

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

relating to the development of Jersey Deep Freeze, Archway House, BOA Warehouse, Le Masurier House, F Nicholson & Son Ltd, Totem Plastics, L'Avenue et Dolmen du Pre des Lumieres / La Rue le Masurier, St. Helier, JE2 4YE

Dated: 01st AUGUST 2019

The Chief Officer for the Environment (1)

Castle Properties (Oxford Road) Limited and Castle Properties (Stopford Road) Limited (2)

HSBC BANK Plc (3)

DATE

01st AUGUST

2019

1. PARTIES

- (1) The Chief Officer for the Environment of South Hill, St. Helier, Jersey, JE2 4US (the "**Chief Officer**");
- (2) Castle Properties (Oxford Road) Limited ("CPOR") and Castle Properties (Stopford Road) Limited ("CPSR") (CPOR and CPSR, together "**the Owner**") of 44 Esplanade, St Helier;
- (3) HSBC BANK PLC of 4 Hardman Square, Spinningfields, Manchester, M3 3EB ("**the Lender**")

2. INTERPRETATION

In this Agreement:-

- 2.1 Any reference to a party includes where the context so admits, that party's successors in title and assigns and in the case of the Minister includes any person or body to whom the relevant functions of the Minister may hereafter be validly transferred
- 2.2 Words and expressions in this Agreement shall bear the same meaning as in the Original Agreement as modified unless the context otherwise requires.
- 2.3 The principles of interpretation and construction set out in clause 2 of the Original Agreement as modified shall apply to the provisions of this modification unless the context otherwise requires.
- 2.4 Save as aforesaid the expressions in the left hand column have the meanings attributed to them in the right hand column.

The Original Agreement	The Planning Obligation Agreement relating to the Site between the Minister for the Environment, Castle Properties (Oxford Road) Limited and Castle Properties (Stopford Road)

	Limited and HSBC Bank Plc dated 19 December 2016 which was registered in the Public Registry on the 20 January 2017

3. RECITALS

- 3.1 The Owner submitted an application (accorded the reference RP/2018/1424) to the Chief Officer to revise the plans to RM/2017/1676 (reserved matters to PP/2015/1538).
- 3.2 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations application (accorded the reference RP/2018/1424) is to be approved subject to the completion of this Modification to the Original Agreement.
- 3.3 The Owner and the Lender are party to this modification as they are the person or persons against whom the planning obligations under the Original Agreement that are to be modified herein are enforceable.
- 3.4 The Chief Officer has agreed with the Owner that the Original Agreement may be modified as hereinafter appearing

4. THE MODIFICATION

- 4.1 The parties to this Agreement have agreed that the Original Agreement should be modified further in the manner detailed in the First Schedule

5. DECLARATION

- 5.1 Save as hereby modified the provisions of the Original Agreement shall remain in full force and effect and the terms of the Original Agreement are deemed to be re-stated herein in full and incorporated into this modification to the extent that they have not been modified by it.

FIRST SCHEDULE**Modification**

1.

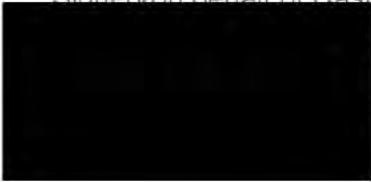
Clause 1 DEFINITIONS of the Original Agreement shall be modified as follows:

Replace the definition of "public Realm Contribution" (between "Planning Permit" and "Reserved Matters" with

"Public Realm Contribution"

means the sum of one hundred and eighty one thousand pounds pounds (£181,000) to be paid by the Owner to the Treasurer of the States to be applied by the Minister for Infrastructure towards the enhancement or improvement of public realm infrastructure within the vicinity of the Site.

Signed (on behalf of Castle Properties (Oxford Road) Limited



William Turner
Director

Jane Clayton
Alternate Director

In the presence of



Adam Laffoley

This day of 2019

Properties (Stopford Road) Limited



William Turner
Director

Jane Clayton
Alternate Director

In the presence of



Adam Laffoley

This day of 2019

Signed by



Michael Figg

As attorney for HSBC UK Bank plc, pursuant to a power of attorney dated *2 & April*
2019, acting as attorney for HSBC Bank plc, pursuant to a power of attorney
granted to HSBC UK Bank plc dated 1 July 2018

This day of 2019

Signed on behalf of the Chief Officer

by



(PETER LE GREY)

in the presence



(LAWRENCE DAVIES)

This 01st day of August, 2019