

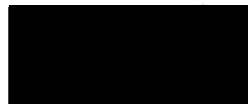
In the Royal Court of Jersey

Samedi Division

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

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment and Les Amis Incorporated in relation to The Hampshire Hotel, 53 Val Plaisant, St Helier, Jersey JE2 4TB 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:

The Hampshire Hotel, 53, Val Plaisant, St. Helier, Jersey JE2 4TB

Dated:

3rd November

2022

The Chief Officer for the Environment (1)

Les Amis Incorporated (2)

DATE

3rd November

2022

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier Jersey JE4 9SS ("the Chief Officer"); and
- (2) Les Amis Incorporated an association incorporated by Act of the Royal Court of Jersey dated 13 May 1977 pursuant to the *Loi (1862) sur les teneures en fideicommiss et l'incorporation d'associations* and being a charity registered in Jersey under the Charities (Jersey) Law 2014 with charity number 231 and whose address is Les Amis, La Grande Route de St Martin, St. Saviour, Jersey JE2 7JA ("the Owner").

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) by virtue of a hereditary contract of purchase dated 17 December 2021 with Durham Estates Limited as to the Site.
- 2 The Application has been submitted to the Chief Officer.
- 3 Having regard to the purposes of the Law and the Island Plan 2022-2025 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.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligation contained herein.
- 5 The parties acknowledge that this Agreement is legally binding.
- 6 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 garages. Construct single storey extension to North elevation, convert part of existing building into 2 No. residential units on upper ground floor, 2 No. residential units on first floor and second floor extension to create 5 No. residential units. Reconstruct store and retain existing vehicular access on to Byron Road. Various external alterations.";
"Bus Shelter Contribution"		a financial contribution [REDACTED] [REDACTED] [REDACTED] towards the provision of a new bus shelter in the vicinity of the Site
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States of Jersey 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" shall be construed accordingly;
"Development"		the development of the Site as set out in the Application;
"Drainage Infrastructure Contribution"		a financial contribution [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] towards improvements to be made by IHE Operations to the drainage infrastructure situate within Val Plaisant as accounted for by IHE

		Operations (acting reasonably) to the Owner;
"GST"		goods and services tax or "GST" under the Goods and Services Tax (Jersey) Law 2007;
"IHE Operations"		the Operations and Transport team of the Infrastructure, Housing and Environment Department of the States of Jersey from time to time;
"Index"		the all Items Retail Prices Index 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 the HSBC Bank Plc from time to time;
"Island Plan 2022-2025"		the States of Jersey Island Plan, 2022 - 2025 (as amended from time to time);
"Law"		the Planning and Building (Jersey) Law 2002;
"Plan"		the plan of the Site annexed to this Agreement as part of the First Schedule;
"Planning Permit"		the planning permission for the Development granted by the Chief Officer pursuant to the Application, in or substantially in the form of the draft attached at the Second Schedule, and references to the "Planning Permit" includes where the context permits any variations and amendments to the said planning permission from time to time;
"Royal Court"		the Royal Court of the Island of Jersey; and

"Site"	The Hampshire Hotel, 53, Val Plaisant, St. Helier, Jersey JE2 4TB as more fully described in the First Schedule upon which the Development is to be carried out.
---------------	--

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 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notice, codes of practice and guidance made under it.
- 2.7 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.
- 2.8 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 and shall come into effect upon the grant of the Planning Permit and the Commencement.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time by and 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 CHIEF OFFICER COVENANTS

The Chief Officer covenants with the Owner and for the benefit of any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof 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 of Jersey 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 or IHE Operations 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 or IHE Operations as the case may be by the Director - Development Control of Planning. Notice or communication to the Chief Officer or IHE Operations as the case may be 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 Director - Development Control of Planning at Planning and Building Services, PO Box 55, La Motte Street, St Helier, Jersey JE4 8PE or as otherwise notified by the Chief Officer to the Owner for the purpose by notice in writing, and in any case with a copy thereof by email to DfdDrainage@gov.je.
- 8.2 Any notices to be served on the Owner shall be deemed to have been properly served if sent by ordinary post or hand delivered to and addressed to such party at the address referred to above or as otherwise notified by the Owner to the Chief Officer 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 of Article 10 of the Law) by any statutory procedure or expires prior to Commencement.
- 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 or apply to 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 Officers' statutory powers under the Law.
- 8.8 Without prejudice to the rights of the Owner to join drainage of foul and surface waters from the Site to publicly maintained drainage infrastructure in Val Plaisant, nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public of the Island of Jersey (in its public capacity) or 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 herein.
- 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 herein.
- 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 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.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date on which this Agreement is registered in the Public Registry of Contracts 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 GOODS AND SERVICES TAX

14.1 All payments 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 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.

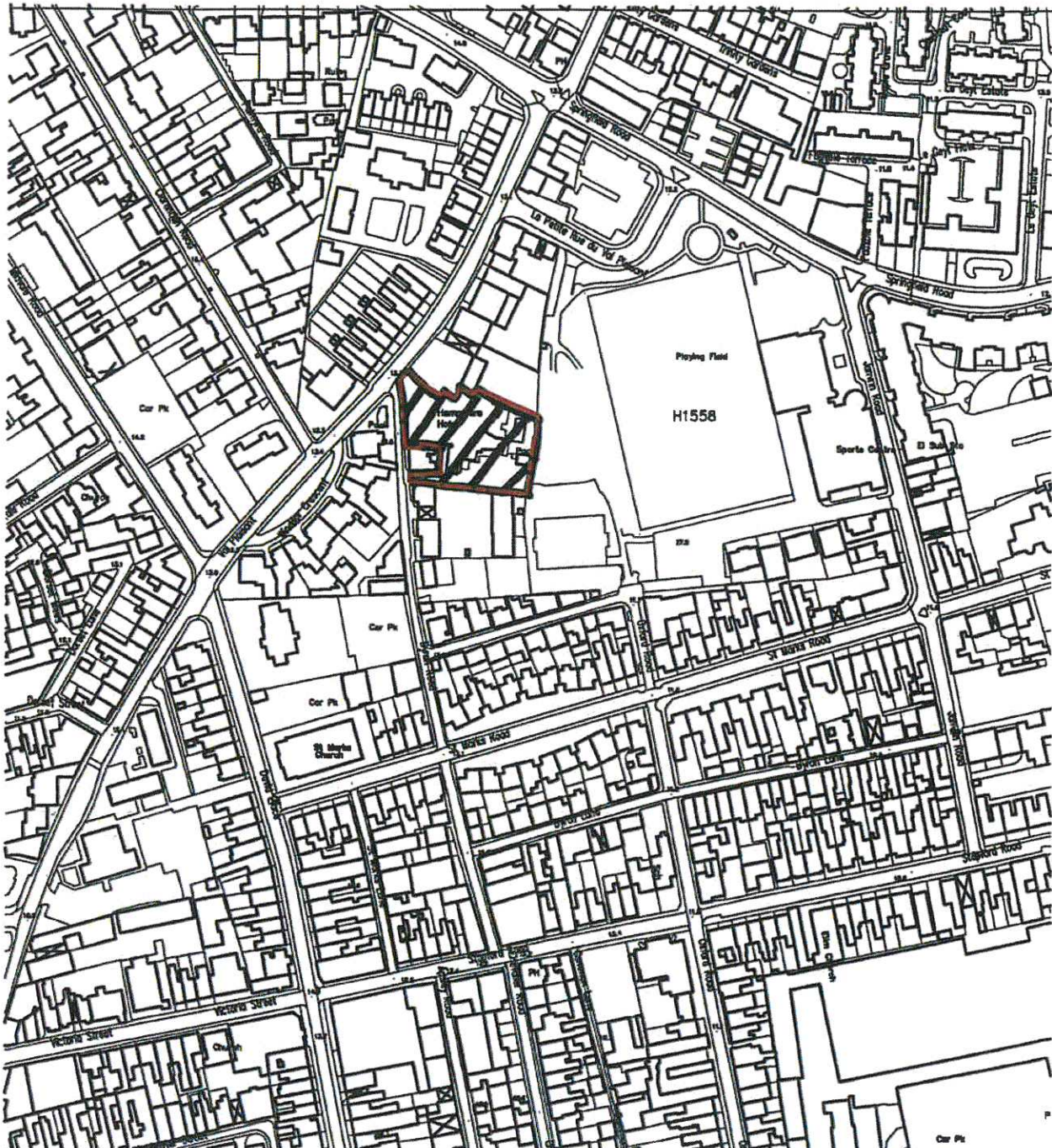
FIRST SCHEDULE**The Plan**

morris architects

17 La Motte Street, St. Helier, Jersey JE2 4SY
01534 738635

mail@morrisarchitect.co.uk | www.morrisarchitects.co.uk

Morris Architects © Copyright reserved 2004 own the design and information on this drawing. The design has been produced for the specific client, project and purpose as described on the title. This is for one time use only by the client and is not permitted to be used or re-used by any other person or company. This design is legally protected by copyright law and the statute of the Copyright, Designs and Patents Act 1988. Do not scale. Use written dimensions only. All dimensions in millimetres unless otherwise stated. This drawing must be read in conjunction with all other architect's and consultant's drawings and information. Any discrepancies between drawings and specifications must be referred to the architect before carrying out the work.



Project
Maison Les Amis
Residential Care Home
St Helier

Drawing
Site Location Plan

Client
Les Amis

Date Aug '21
Scale (A4) 1:2500
Drawn by TB

Drawing Number
Revision

5177/01

SECOND SCHEDULE
The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1751

DRAFT PLANNING PERMISSION

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 garages. Construct single storey extension to North elevation, convert part of existing building into 2 No. residential units on upper ground floor, 2 No. residential units on first floor and second floor extension to create 5 No. residential units. Reconstruct store and retain existing vehicular access on to Byron Road. Various external alterations. AMENDED DESCRIPTION: Additional details received regarding cycle and motor cycle parking and roof plant enclosure. Clarification of retention of existing residential unit on lower ground floor to comprise new adapted living unit. AMENDED PLANS RECEIVED.

To be carried out at:

The Hampshire Hotel, 53, Val Plaisant, St. Helier, JE2 4TB.

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.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1751

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

INFORMATIVES:

The applicant is required to complete an application for a fire certificate prior to the occupation of the building. Following the application from the responsible person this department will issue a 'Notice of Requirements'. The applicant is further advised to forward a copy of all plans and the fire strategy to this department once approved by the Planning Department and no later than the building bye law application. A Jersey Fire & Rescue will require a Sprinkler system to be fitted throughout in accordance with BS9251:2021.

The applicant is advised that all food premises must be registered unless they are exempted by Article 6 of the Food (Registration of Premises) (Jersey) Order 2001. The fixtures, fitting and finishes in all food areas must comply with the requirements of the Food Hygiene (General Provisions) (Jersey) Order 1967.

The applicant should note that even if planning permission is granted it does not defend the applicant from potential nuisance action. If nuisance complaints are received in the future, the matter may be investigated and considered under the Statutory Nuisances (Jersey) Law 1999 and further mitigation measures may then be required.

The applicant is advised to remove obsolete service boxes that are no longer used to provide a service to your site or alternatively realign/renew service boxes liaising with the appropriate utility company. Obsolete dished kerb and footpath entrances are to be removed with the kerbs and footpath lifted, which will result in making good to the asphalt for the full width and length of the dished area as a minimum. The specification and extent of the remedial works must be agreed in advance with the Parish of St Helier Infrastructure department. Only Parish-approved contractors are permitted to work on the public road/footpath. All remedial works are to be at the cost of the applicant.

The applicant is advised that the cost for the removal and relocation of any street furniture or utilities and subsequent making good to the road and pavement surfaces is to be at the applicant's cost. Relocation of street furniture must be agreed with the Parish in advance prior to any work commencing on site.

This application is the subject of a Planning Obligation Agreement.

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1751

Condition(s):

1. No part of the development hereby approved shall be occupied until the new pavement to Val Plaisant as indicated on approved plan (ref 5177/22 Rev C) has been wholly constructed to the agreement of IHE (Transport) and shall thereafter be retained as such.
2. The measures outlined in the approved Ecological Survey Report (Ref: NE/ES/HH.01) including those precautionary mitigation measures outlined within Section 4.2 of the report, shall be implemented prior to commencement of the development, continued throughout (where applicable) and thereafter retained and maintained as such.
3. The development shall be in complete accordance with the measures outlined in the approved Site Waste Management Plan, including the details to reduce, recycle and use construction and demolition waste. The Site Waste Management Plan shall be maintained as a living document and waste management shall be implemented in full accordance with the plan.
4. Prior to the first occupation of the development hereby approved, details of the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse and recycling are submitted to and approved in writing by the Department. The waste facilities will be built out in accordance with the approved details prior to first occupation and retained as such for the duration of the development.
5. Prior to the commencement of the use hereby approved, detailed drawings of cycle parking (to include electric bike charging points) and the proposed cycle parking shelter shall be submitted to, and approved in writing by, the Department. The development shall be implemented in accordance with the approved details prior to first occupation and retained as such for the remainder of the use.
6. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. Two of the spaces shall be fitted with operational electric car charging facilities and retained as such. The car parking spaces shall thereafter be retained solely for the use of occupants of the development only and shall not be sub-let for any other purpose.
7. Prior to the first installation of operational plant, machinery of other noise generating equipment, details of noise attenuation, acoustic screens/louvres and calculations of noise emissions at source and at noise sensitive

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1751

receivers shall be submitted to and approved in writing by the Department. The plant, machinery or other equipment used on the site shall be installed and operated in such a way that the noise generated from the site shall be at least 5dBA below background noise levels, when measured in accordance with BS4142:2014. All agreed noise measures and performance levels shall be retained and maintained thereafter.

8. Prior to commencement of the development of any superstructure above ground, a detailed scheme of landscaping shall be submitted to and approved in writing by the Department. The scheme of landscaping shall provide details of the following:
- i) proposed walls, fences and other boundary treatments on site;
 - ii) 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;
 - iii) other landscape treatments to be carried out to include any surfacing treatments or means of enclosure;
 - iv) details of a Landscape Management Plan
 - v) details of proposed porous car parking hardstanding.

Prior to first occupation of the development, (or within the first available planting season thereafter) the approved landscape scheme shall be implemented in full and shall thereafter be retained and maintained as such.

9. Prior to the commencement of any above ground development (not including drainage), precise details of the proposed materials to be used shall be submitted to and approved in writing by the Department. No part of the development hereby approved shall be occupied until the approved details are implemented in full and thereafter retained as such.

Reason(s):

1. In the interests of highway safety, in accordance with Policy TT1 of the Bridging Island Plan (2022).
2. To ensure the protection of all protected species in accordance with the requirements of Policy NE1 of the Adopted Bridging Island Plan (2022).
3. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported is minimised, in accordance with Policy WER1 of the Bridging Island Plan (2022).

APPROVED

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2021/1751

4. To ensure that appropriate levels of waste storage are provided to future occupiers and to maximise recycling, in accordance with Policies GD6 and WER1 of the Bridging Island Plan (2022).
5. To ensure sufficient quality cycle parking is provided and in the interests of promoting sustainable patterns of development, in accordance with Policies GD6 and TT4 of the Bridging Island Plan (2022).
6. To ensure that the development provides adequate provision for off-street parking, manoeuvring for users of the site and in the interests of safe and inclusive travel, in accordance with Policies TT1 and TT4 of the Adopted Bridging Island Plan (2022).
7. To protect the amenities of occupiers of neighbouring properties, in accordance with Policy GD1 of the Adopted Bridging Island Plan (2022).
8. 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, GD1, GD6, NE1, NE2 and WER6 of the Adopted Bridging Island Plan (2022).
9. To promote good design and to protect the character and identity of the existing area in accordance with Policies SP4, GD6 and HE1 of the Adopted Bridging Island Plan 2022.

FOR YOUR INFORMATION

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

The following plans have been approved:

01~ Location Plan
 22 ~ Planning - Proposed Site Layout Rev C
 23~ Planning - Lower Ground Floor Layout Rev B
 24~ Planning - Upper Ground Floor Layout Rev A
 25~ Planning - First and Second Floor Layout
 32 ~ Planning - Proposed South East West Elevation
 31 ~ Planning - North East West Elevation Rev A
 32 ~Planning - Proposed South East West Elevation Rev A
 33~ Planning - Proposed Sections
 34 ~ Planning -Gate and plant enclosure detail elevation Rev A
 3945 Site Waste Management Plan Hampshire
 Hampshire Hotel IEA, PRI & Results

APPROVED

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

CAUTION

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.

(P1; «P_Ref_no»; Page 1)

THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner in regard to the Site covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than fourteen (14) days' notice in writing of its intention so to do.

DRAINAGE INFRASTRUCTURE CONTRIBUTION

- 2 To pay to the Treasurer of the States the Drainage Infrastructure Contribution and the Bus Shelter Contribution prior to Commencement.
- 3 Not to Commence the Development until the Drainage Infrastructure Contribution and the Bus Shelter Contribution shall have been paid to the Treasurer of the States.

FOURTH SCHEDULE

Chief Officer's Covenants with the Owner

Repayment of contributions

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of 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 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, together with Interest on such unused amount from the date of such receipt to the date of its repayment to the Owner pursuant to this covenant.

Signed on behalf of the Chief Officer

by

[REDACTED]

PETER LE GRESLEY

in the presence of

[REDACTED]

LAWRENCE DAVIES

this 3rd day of November 2022

Signed on behalf of Les Amis Incorporated

by

[REDACTED]

in the presence of

[REDACTED]

Shawn Follong

this 12th day of OCTOBER 2022