

# *In the Royal Court of Jersey*

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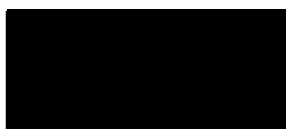
**Samedi Division**

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**In the year two thousand and twenty-two, the twenty second day of December.**

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, PLAC Limited and Santander Financial Services Plc, Jersey Branch in relation to Homefields, La Grande Route de St Clement, St Clement, JE2 6QQ, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

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

relating to Homefields, La Grande Route de St Clement, St Clement, Jersey, JE2 6QQ

Dated

22<sup>nd</sup> December

2022

The Chief Officer for the Environment (1)

PLAC Limited (2)

Santander Financial Services Plc, Jersey Branch (3)

DATE

22<sup>nd</sup> December

2022

## PARTIES

- (1) The Chief Officer for the Environment of States Offices, La Motte Street, St Helier, Jersey ("**the Chief Officer**");
- (2) PLAC Limited whose registered office is situate at The Barn, Les Rocquettes, Le Chemin Du Radier, Grouville, Jersey, JE3 9DR ("**the Owner**")
- (3) Santander Financial Services Plc, Jersey Branch ("**the Lender**")

## RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site as described in the First Schedule.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (hypothèque judiciaire) dated 18 March 2022
- 3 The Owner submitted an application (accorded the reference P/2022/0407) for planning permission for the Development.
- 4 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 to secure the obligations contained herein in accordance with Policy TT2 of the Island Plan 2022.
- 5 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 6 The parties acknowledge that this Agreement is legally binding.
- 7 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;

<b>"Application"</b>	<p>the application for planning permission in respect of the Site and described as "Demolish 13 no. polytunnels, 2 no. glasshouses and small ancillary structures. Reinstate Field No. C230A to agricultural use. Convert existing Main House to create 4 no. 1 bed and 2 no. 2 bed apartments. Convert existing Outbuilding 01 to create 1 no. 2 bed, 3 no. 3 bed and 1 no. 4 bed houses. Install pergola to North-East elevation. Convert existing Outbuilding 02 to create 1 no. 3 bed house. Construct Barn accommodating 2 no. 2 bed apartments with associated stores and parking. Alter vehicular access onto La Grande Route De St. Clement and block up the second vehicular site access. Various landscaping alterations. FIRST AMENDED DESCRIPTION: Additional drainage details submitted, further change to site access off La Grande Route de St. Clement. AMENDED PLANS RECEIVED. SECOND AMENDED DESCRIPTION: Relocation of bicycle and bin storage. Window and door detail clarification. FURTHER AMENDED PLANS RECEIVED. THIRD AMENDED DESCRIPTION: Delete proposal for two storey barn accommodation with 2no. apartments. Construct 2no. 1no. detached cottages. FURTHER AMENDED PLANS RECEIVED" and given the reference P/2022/0407;</p>
<b>"Chief Officer"</b>	<p>the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States department responsible for planning and building in accordance with Article 1 of the Law;</p>
<b>"Commencement"</b>	<p>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, and "Commence" and "Commenced" shall be construed accordingly;</p>

<b>"Cycle-path Contribution"</b>		the sum [REDACTED] to be paid by the Owner to the Treasurer of the States to be applied towards the Eastern Cycletrack for Jersey
<b>"Development"</b>		the development of the Site as set out in the Application;
<b>"Dwelling Unit"</b>		a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
<b>"GST"</b>		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
<b>"Index"</b>		the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
<b>"Interest"</b>		interest at three per cent above the base lending rate of HSBC Bank Plc from time to time;
<b>"Island Plan 2022"</b>		the States of Jersey Bridging Island Plan 2022 (as amended from time to time);
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002;
<b>"Minister for Infrastructure"</b>		the Minister for Infrastructure, including his or her successor and any person or body to whom the functions of the Minister for Infrastructure may be transferred hereafter or lawfully delegated from time to time;
<b>"Occupation, Occupy and Occupied"</b>		occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in demolition, site

		clearance, construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>"Plan"</b>		the plan of the Site attached at the Second Schedule to this Agreement;
<b>"Planning Permit"</b>		the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Third Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey;
<b>"Site"</b>		Homefields, La Grande Route de St Clement, St Clement, Jersey, JE2 6QQ, the whole as shown for the purpose of identification hatched in black 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 masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successors to his statutory functions.

- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

### **3 LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owners.

### **4 CONDITIONALITY**

This Agreement is conditional upon

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

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

### **5 OWNER'S COVENANTS**

The Owners covenant and agree with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time against the Owners and any person claiming or deriving title through or under the Owners to the Site or any part or parts thereof.

### **6 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.

### **7. MISCELLANEOUS**

- 7.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owners 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 Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Head of Development and Land PO Box 228, St Helier Jersey JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 7.2 Any notices on the Owners shall be deemed to have been properly served if sent by ordinary or recorded post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 7.3 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.
- 7.4 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 Owners) 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.

- 7.5 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.
- 7.6 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.
- 7.7 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 Owners in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 7.8 Nothing contained herein shall be construed as obviating the need for the Owners 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.
- 7.9 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 Owners as contained herein.
- 7.10 The Owners shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 7.11 All communications and notices served or made under this Agreement shall be in writing.

## **8 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.

## **9 CHANGE IN OWNERSHIP**

The Owners agree with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in legal ownership of 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) 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.

## **10 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.

## **11 GOODS AND SERVICES TAX**

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

11.2 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.

## **12 LENDER'S CONSENT**

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

## **13. JURISDICTION**

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

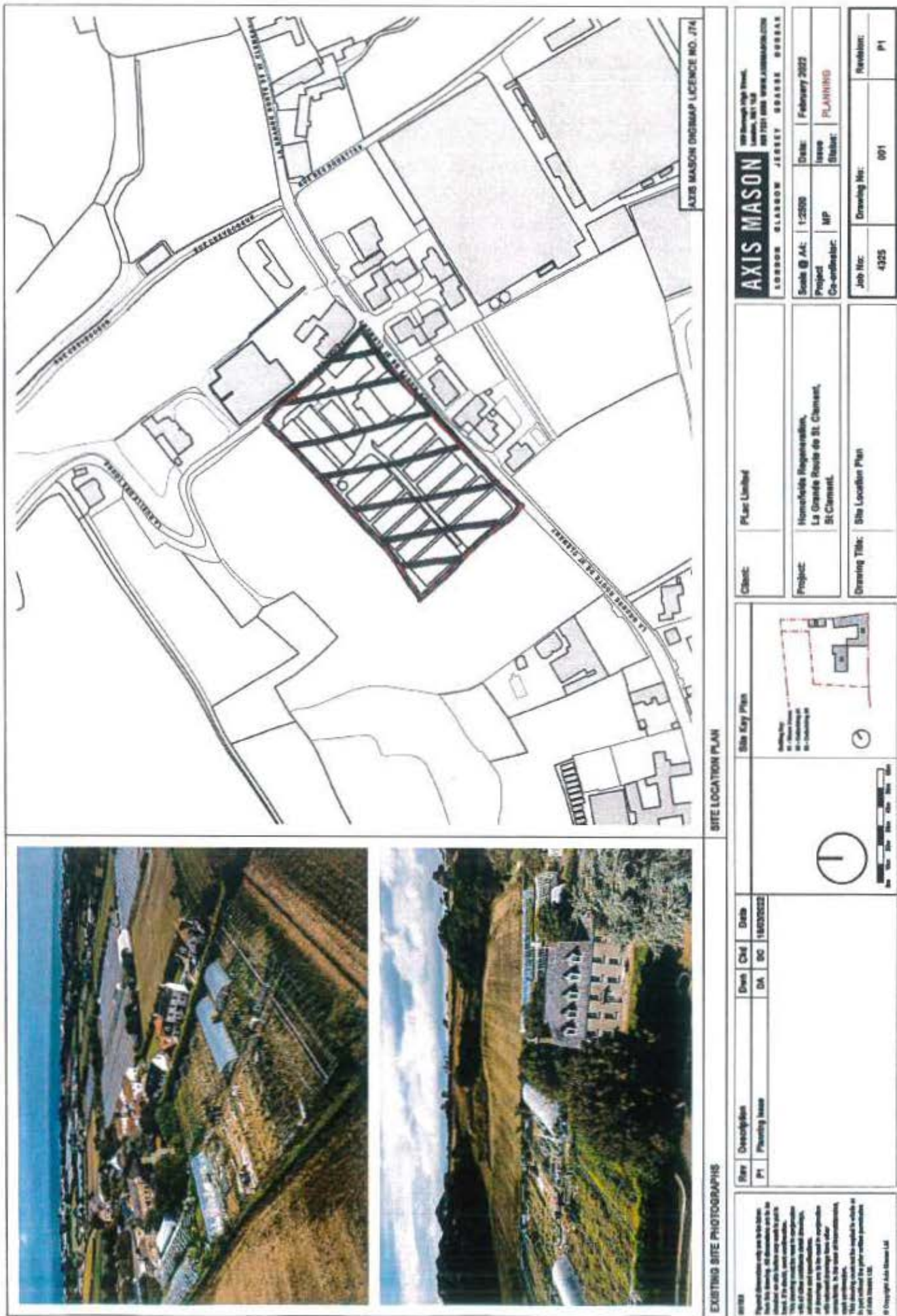
**FIRST SCHEDULE****Details of the Owners' Title, and description of the Site**

The Owner is the owner of all that immovable property known as Homefields, La Grande Route de St Clement, St Clement, Jersey, JE2 6QQ to which it had right by hereditary contract dated 7 January 2022 from Melina Margaret Le Brun, née Le Maistre, Trevor John Le Brun, Derek Vernon Le Brun and Carol Anne Jeanne, née Le Brun

The Site is shown for the purposes of identification on the Plan.

SECOND SCHEDULE

**The Plan**



THIRD SCHEDULE

**The Planning Permit**



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

### 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 13 no. polytunnels, 2 no. glasshouses and small ancillary structures. Reinstate Field No. C230A to agricultural use. Convert existing Main House to create 4 no. 1 bed and 2 no. 2 bed apartments. Convert existing Outbuilding 01 to create 1 no. 2 bed, 3 no. 3 bed and 1 no. 4 bed houses. Install pergola to North-East elevation. Convert existing Outbuilding 02 to create 1 no. 3 bed house. Construct Barn accommodating 2 no. 2 bed apartments with associated stores and parking. Alter vehicular access onto La Grande Route De St. Clement and block up the second vehicular site access. Various landscaping alterations. FIRST AMENDED DESCRIPTION: Additional drainage details submitted, further change to site access off La Grande Route de St. Clement. AMENDED PLANS RECEIVED. SECOND AMENDED DESCRIPTION: Relocation of bicycle and bin storage. Window and door detail clarification. FURTHER AMENDED PLANS RECEIVED. THIRD AMENDED DESCRIPTION: Delete proposal for two storey barn accommodation with 2no. apartments. Construct 2no. 1no. detached cottages. FURTHER AMENDED PLANS RECEIVED.

#### To be carried out at:

Homefields, La Grande Route de St. Clement, St. Clement, JE2 6QQ.

**REASON FOR APPROVAL:** Permission has been granted having taken into account the relevant policies of the Bridging Island Plan dated March 2022, the relevant policies and all other material considerations, including the consultations and representations received. The development is acceptable.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

Comments received in respect of the proposal, namely the proposal i.e. no neighbour consultation has been undertaken; drainage issues; there will be additional occupancy in this Green Zone location; there will be additional buildings on site; there are still crops growing in the glasshouses; this is good agricultural land; there are too many units on site; increased traffic concerns and pedestrian access is an important consideration have all been assessed. However, it is considered that the application is acceptable.

### INFORMATIVES:

The existing sewer connection must be protected during any demolition works and reconstruction to prevent debris entering the public sewer system.

This application has been the subject of a Planning Obligation Agreement

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

### Condition(s):

1. Prior to the commencement of the development, a water conservation statement shall be submitted to, and approved in writing by, the Department. Thereafter, the approved details shall be implemented in full, and retained as such.
2. Prior to commencement of the construction of the dwellings hereby approved details shall be submitted to demonstrate that the development will outperform the target energy rate (i.e. the minimum energy performance requirement for new buildings established by the Building bye-laws) by 20%, either by using the existing Jersey Standard Assessment Procedure (JSAP) calculator or Simplified Building Energy Model (SBEM) tool.
3. A Percentage for Art contribution as agreed must be delivered in accordance with the Public Art Statement submitted to the Department with the application. Precise details of the proposed art arrangements shall be submitted

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

to and approved by the Department and then installed prior to the first occupation of any dwelling in the development hereby approved and thereafter retained as such.

4. The mitigation measures set out in the Preliminary Roost Inspection (PRI)"" reference NE/ES/hf.02 dated 5th October 2022, shall be implemented prior to commencement of the development hereby approved, where applicable continued throughout, and thereafter retained and maintained as such. Any variations to those measures that may be required as a result of findings on site are to be agreed in writing by the Department prior to works being undertaken. In addition, a Species Protection Plan, together with any proposed mitigation measures, shall be submitted prior to the commencement of any development on site. The approved details shall then be implemented in full prior to first occupancy of the new development and maintained as such.

5. Prior to the commencement of the development an updated Site Waste Management Plan, which details the methods to reduce, recycle and re-use construction and demolition waste, shall be submitted to and approved in writing by the Department. The Plan shall assess, quantify and propose a method for each material identified. It will also include any proposed temporary stockpiling, the location of disposal sites, details of waste transfer vehicle sites, frequency and timing of trips and routes to and from disposal sites. Thereafter, the Site Waste Management Plan shall be maintained as a living document and waste management shall be implemented in full accordance with the approved Waste Management Strategy.

6. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) in the construction of the development shall be submitted to and approved in writing by the Department. The approved materials shall be implemented in full and thereafter retained as such.

7. Before any development first commences on site, precise details of the proposed methods for the disposal of both foul and surface water shall be submitted to and approved in writing by the Department. The approved scheme shall be implemented prior to first occupation and thereafter retained as such.

8. Prior to the commencement of any above ground development (not including demolition), all areas shown on the approved drawings for the removal of glasshouses and polytunnels and other structures shall be cleared, and the land made good as appropriate for arable soil and retained as agricultural use prior to first occupation of the new development.

9. Prior to the commencement of any above ground development (not including demolition), 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:

APPROVED



# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

- i. all existing landscaping features to be retained
- 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 excavation works, surfacing treatments or means of enclosure; iv) the presence of any invasive plant species on site, and if present, a detailed method statement for the removal and long-term management/eradication of the species. 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.

10. Before any development first commences on site, precise details of the proposed play equipment to be located within the Communal Amenity Garden, together with a maintenance plan for retention, shall be submitted to and approved in writing by the Department. The approved scheme shall be implemented prior to first occupation of the new development and retained as such.

### Reason(s):

1. To accord with the requirements of Policy UI3 of the Bridging Island Plan 2022
2. To accord with the requirements of Policy ME1 of the Adopted Bridging Island Plan 2022.
3. To accord with the requirements of Policy GD10 of the Adopted Bridging Island Plan 2022.
4. To ensure suitable protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the Adopted Bridging Island Plan 2022.
5. 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 Adopted Bridging Island Plan 2022.
6. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Adopted Bridging Island Plan 2022.
7. To ensure satisfactory drainage provision as required by Policies WER6 and WER7 of the Adopted Bridging Island Plan 2022.

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

8. To ensure the enabling development is carried out and that the exceptional circumstances are justified and to protect the open character of the countryside setting, in accordance with Policies SP3, PL5, GD4, GD6, ERE1 and ERE6.

9. 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 SP3, PL5, GD1, NE1, NE2 and NE3 of the Bridging Island Plan (2022).

10. To provide additional controls to safeguard the character and visual amenities of the Green Zone, and to ensure that adequate play equipment is retained within the private amenity space in accordance with Policies AP3, PL5, and GD6 of the Bridging Island Plan (2022).

### FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at [www.gov.je/planning](http://www.gov.je/planning)

The following plans have been approved:

Location Plan

Site Plan – 050 Rev P4

Proposed Elevations. Existing Main House and Outbuilding – 300 P3

Proposed Roof Plan – 103 Rev P3

Proposed Second Floor – 102 Rev P3

Proposed First Floor Plan – 101 Rev P3

Proposed Ground Floor – 100 Rev P3

Comparative Site Entrance Plan – 055 Rev P3

Proposed and Existing Site Context Elevations – 313 Rev P3

Proposed and Existing Site Context Elevations – 312 Rev P3

Proposed and Existing Site Context Elevations – 311 Rev P3

Proposed and Existing Site Context Elevations – 310 Rev P3

Proposed Elevations. Proposed Cottages – 302 Rev P3

Proposed Elevations – 301 Rev P4

Proposed Landscape Plan 900 Rev P2

DECISION DATE:

APPROVED

# Decision Notice



## PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2022/0407

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](http://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](http://www.gov.je/planning)

APPROVED



## FOURTH SCHEDULE

**The Owners' Covenants with the Chief Officer**

The Owners covenant, agree and undertake:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owners have given to the Chief Officer not less than twenty eight (28) days' notice in writing of their intention so to do.

**CONTRIBUTIONS**

- 2 To pay the Cycle-path Contribution to the Treasurer of the States not more than twenty-eight (28) days prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as the Cycle-path Contribution has been paid to the Treasurer of the States.

Signed on behalf of the Chief Officer:

Name and Position:

in the presence of

Name and Position:

this 22<sup>nd</sup> day of December 2022

Signed on behalf of PLAC Limited:

in the presence of

Name and Position:

this       day of       2022

Signed on behalf of Santander Financial Services Plc, Jersey Branch:

Name and Position:

this       day of       2022