

In the Royal Court of Jersey

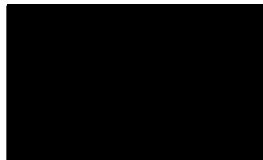
Samedi Division

In the year two thousand and eight, the eighth day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the Modification of a Planning Obligation Agreement between Denbrae Limited, Les Vaux Housing Trust and the Minister for Planning and Environment in relation to La Treille and Field 40, La Rue du Maupertuis, St Clement, dated 17th December, 2007 (hereinafter referred to as "the Modification Agreement") be registered in the Public Registry of this Island.

The said Modification Agreement modifies a Planning Obligation Agreement entered into between Denbrae Limited and the Minister for Planning and Environment in relation to Field 40, La Rue du Maupertuis, St. Clement, that was registered in the Public Registry as appears by Act of Court dated 1st February, 2007.



Deputy Judicial Greffier

LOD (SG)

Reg. Pub.

L1232-059--



OUR REF: PLEGENA - 0100

PLANNING AND BUILDING (JERSEY) LAW 2002, ARTICLE 25(10)

MODIFICATION OF A PLANNING OBLIGATION AGREEMENT

BETWEEN

Denbrae Limited

AND

Les Vaux Housing Trust

AND

Minister for Planning and Environment

REGARDING

**La Treille and Field 40, La Rue du
Maupertuis,
In the Parish of St Clement**

Law Officers' Department

Morier House,

ST. HELIER

Jersey

JE1 1DD

L1232-060--



1. Parties

- 1.1 Denbrae Limited Limited, whose registered office is at 3 St Andrew's Place, Charing Cross, St Helier JE2 3RP (hereinafter called "the Owner");
- 1.2 Les Vaux Housing Trust, whose registered office is at 16 Dumaresq Street, St Helier, JE2 3RL (hereinafter called "the Trust")
- 1.3 The Minister for Planning and Environment (hereinafter called "the Planning Minister")

2. Interpretation

2. In this Agreement –

- 2.1 Any reference to a party includes, where the context so admits, that party's assigns and successors in title, and in the case of the Planning Minister includes any person or body to whom the relevant functions of the Planning Minister may hereafter be validly transferred.
- 2.2 The expressions in the left hand column have the meanings attributed to them in the right hand column.

The Bank	The Royal Bank of Scotland International
L1232-061--	Limited



The Land	That area comprising La Trielle and field 40 La Rue du Maupertuis which was the subject to the original Planning Obligation Agreement
The Law	The Planning and Building (Jersey) Law, 2002
The Original Agreement	The Planning Obligation Agreement relating to the Land which was registered in the Public Registry on the 1 st February 2006
The Site	That area of the Land which is to be used for the provision of Social Rental Accommodation as shown hatched black on the plan at Schedule 1 to this Agreement.
Social Rental Accommodation	Shall have the meaning attributed to it in the Original Agreement
Social Rental Landlord	Shall have the meaning attributed to it in

L1232-062--



	the Original Agreement
--	------------------------

3. Recitals

3.1 On the 1st February 2006 the Original Agreement was registered in the Public Registry. The parties to the Original Agreement were the Owner and the Planning Minister

3.2 The Trust is a Social Rental Landlord

3.3 The Trust completed its purchase of the Site, which is to be used for the provision of Social Rental Accommodation, on 20th July 2007. Accordingly, the Trust has an interest in the Land within the meaning of paragraph (1) of Article 25 of the Law.

3.4 The cost of the acquisition of the Site and its development for Social Rental Accommodation is to be funded by the Trust by means of a loan from the Bank which is to be secured upon the Site by a judicial hypothec however the Bank will not make the loan in the absence of the Original Agreement being modified to incorporate an approved funder clause

3.5 The Planning Minister having regards to the circumstances of the matter and the desirability of Category A housing being provided on the Land in accordance with the Island Plan 2002 and more particularly the desirability of that part of the



Land comprising the Site being secured for the provision of Social Rental Accommodation has agreed that the Original Agreement shall be modified to incorporate an agreed funder clause without which said modification the provision of Social Rental Accommodation would not be possible

4. The modification

4.1 The parties to this Agreement have agreed that the Original Agreement should be modified in the way set out in Schedule 2.

5 Declaration

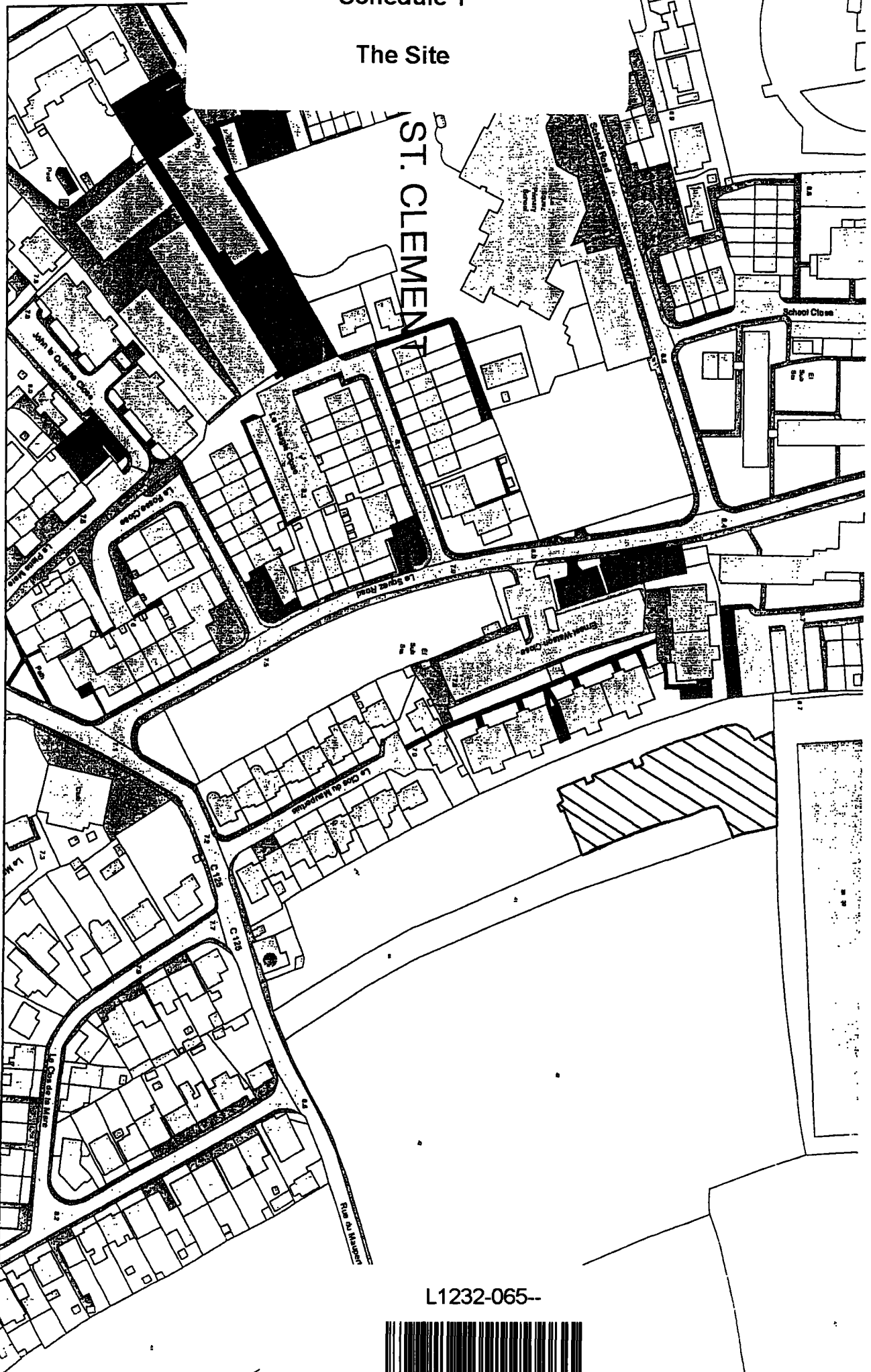
5.1 Save as hereby modified the provisions of the Original Agreement shall remain in full force and effect and the terms of the Original Agreement are deemed to be restated here in full and incorporated in this modification to the extent that they have not been modified by it.

L1232-064--



Schedule 1

The Site



Location Plan

1:1,761

©States of Jersey 2006 Licence No. J68

Property
Address

L1232-065--



Schedule 2

Modification

1.

In Clause 2.1(Interpretation) of the Original Agreement before the definition for “communal areas” insert the following additional definition:

Approved Funder	<p>(a) The Royal Bank of Scotland International Limited; or</p> <p>(b) Any financial institution which shall, with the consent of the Minister for Housing (with regard to both the identity of the funder and the size of the fund provided) (which consent shall not be unreasonably withheld or delayed), provide monies to the Social Rental Landlord to enable it to proceed with the acquisition and/or development of that part of the Land which is to be used for the Social Rental Accommodation; provided that if the proposed Approved Funder is not regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom, the consent of the Minister shall be deemed not to be unreasonably withheld if –</p> <p>(i) the proposed Approved Funder is unable to prove to the satisfaction of the Minister that it is adequately regulated by a competent authority in the jurisdiction in which it carries on business, or</p> <p>(ii) the proposed Approved Funder fails or refuses to produce to the Minister any information or documentation or independent confirmation of its status which the Minister may reasonably request.”</p>
-----------------	--

In Clause 2.1(Interpretation) of the Original Agreement between the definition for “priority communal areas” and the definition for “remaining communal areas” insert the following additional definition:

Relevant Land	As defined by Clause 5A.2.
---------------	----------------------------

L1232-066--



In Clause 2.1(**Interpretation**) of the Original Agreement between the definition for “Social Rental Landlord” and the definition for “social rental tenants” insert the following additional definition:

Social Rental Land	that part of the Land upon which the Social Rental Accommodation is to be constructed in accordance with the planning permission, including all appurtenances and dependencies thereof.
--------------------	---

2.

Between Clause 5 (“**The Obligation**”) and Clause 6 (“**Enforcement of Obligation**”)

there shall be inserted the following additional clause:

“5A Cessation of Obligation

5A.1 If the circumstances set out in Clauses 5A.2, 5A.3 and 5A.4 arise, the provisions of Clauses 5.1 to 5.6 inclusive shall cease to apply to that part of the Social Rental Land upon which such hypothec as is referred to in Clause 5A.2 was secured and the Planning Minister shall as soon as practicable following the said provisions ceasing to have effect as aforesaid issue to the then owner of the Relevant Land a formal written acknowledgement of the same.

5A.2 An Approved Funder is the holder of a judicial hypothec charged upon the Social Rental Land or any part thereof (“the Relevant Land”) in accordance with the provisions of the “*Loi (1880) sur la Propriété Foncière*” to secure the repayment of monies loaned with the consent of the Housing Minister to the Social Rental Landlord to enable it to proceed with the acquisition and/or development of the Social Rental Land.

5A.3 Either of Clauses 5A.3.1 or 5A.3.2 applies.

5A.3.1 Such Approved Funder having obtained an “*acte Vicomte chargé d’écrire*” for repayment of the debt secured by such hypothec against the Social Rental Landlord, offers to the Public by notice in writing given to the Minister for Treasury and Resources within fourteen days of the grant of such *Acte Vicomte chargé d’écrire* the option (exercisable within the six months following the service of such notice) of taking a hereditary transfer of the relevant land in the event that the Approved Funder takes tenure of the relevant land in any ensuing *dégrévement* on the terms set out in Clause 5A.5.1.

L1232-067--



5A.3.2 The Social Rental Landlord becomes bankrupt as defined by Article 8 of the *Interpretation (Jersey) Law 1954* and the Approved Funder offers to the Public by notice in writing given to the Minister for Treasury and Resources the option (exercisable within the six months following the service of such notice) of taking an assignment from the Approved Funder of the debt due to the Approved Funder by the Social Rental Landlord secured by such hypothec on the terms set out in Clause 5A.5.2, provided that –

- (i) unless and until the insolvency procedure of *dégrèvement* is abolished and is not replaced by any insolvency procedure entitling the holder of a hypothec to realise that security by bringing proceedings for the vesting in him of the property upon which the hypothec is secured this Clause 5A.3.2 will only apply in respect of bankruptcy proceedings which have been initiated by the Social Rental Landlord or any third party including the Public but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Approved Funder.
- (ii) During the six months following the service of the option notice referred to in this Clause 5A.3.2, the Approved Funder will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.

5A.4 The Public, having been offered an option in accordance with either of Clauses 5A.3.1 or 5A.3.2, does not accept the option within the period specified for its acceptance.

5A.5.1 The terms referred to in Clause 5A.3.1 are that if the Public exercises the option and takes such transfer of the relevant land, the Public will be substituted for the Social Rental Landlord in respect of the debt and obligations secured by the hypothec and will discharge –

- (i) all amounts due thereunder at the date of transfer forthwith; and
- (ii) all continuing obligations of the Social Rental Landlord to the Approved Funder under the debt and obligations secured by the hypothec as they fall due.

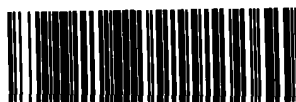
5A.5.2 the terms referred to in Clause 5A.3.2 are that if the Public exercises the option referred to in Clause 5A.3.2, the Approved Funder will assign to the Public all its rights in the debt due to the Approved Funder secured by the hypothec and in the hypothec itself and the Public will discharge to the Approved Funder all sums due in respect of the said debt and hypothec as at the date of assignment.” 1

Signed on behalf of Denbrae Limited

By

In the presence of

On the 20th day of November 2007



Signed on behalf of the Les Vaux Housing Trust

By *ALBERT KENNETH HEWITT*

In the presence of

On the *9th* day of *November* 2007

Signed on behalf of the Planning Minister

by *PETER CHARLES FRED THORNTON*

in the presence of *KEVIN PULLEY*

This *17* day of *December*, 2007

L1232-069--

