

# *In the Royal Court of Jersey*

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Samedi Division

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**In the year two thousand and fifteen, the twenty-fifth 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 Planning and Environment and Jocelyn Holdings Limited in relation to Westbury and Fairfield, La Grande Route de St Clement, St Clement, 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 the development of Westbury and Fairfield La Grande Route  
de St. Clement , St. Clement JE2 6QN

Dated

*25<sup>th</sup> November*

2015

The Chief Officer for Planning and Environment(1)

Jocelyn Holdings Limited (2)

DATE 25<sup>th</sup> November

2015

**PARTIES**

- (1) The Chief Officer for Planning and Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("the Chief Officer")
- (2) Jocelyn Holdings Limited (Co regn. 116463) of ,4 Bond Street St Helier Jersey JE2 3NP ("the Owner")

**RECITALS**

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site.
- 2 With the agreement of the Owner, the Planning Application has been submitted by Rose Developments Limited.
- 3 Having regard to the purpose of the Law the Island Plan 2011 and all other material considerations planning permission is to be granted for the Development subject to the completion of this Agreement that provision should be made for regulating or facilitating the development or use of the Site in the manner hereinafter appearing and without such planning permission would not be so granted.
- 4 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations 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:

<b>"Bus Shelter Contribution"</b>	means the sum of seven thousand five hundred pounds (£7,500) to be paid by the
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	Owners to the Treasurer of the States to be applied by the TTS Minister for the purposes of the construction of a bus shelter
<b>"Chief Officer"</b>	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law
<b>"Commencement"</b>	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;
<b>"Cycleway Contribution"</b>	the sum of eight thousand pounds (£8,000) to be paid by the Owners to the Treasurer of the States to be applied by the TTS Minister for the purposes of the Eastern Cycle Network
<b>"Development"</b>	the development of the Site in accordance with the Planning Permit
<b>"Dwelling Unit"</b>	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit
<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 the HSBC Bank Plc from time to time
<b>"Law"</b>		the Planning and Building (Jersey) Law 2002
<b>"Occupation" "Occupy" and "Occupied"</b>		means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
<b>"the Owner"</b>		means the Owner
<b>"Plan"</b>		the plan contained in the Second Schedule to this agreement
<b>"Planning Application"</b>		the application for planning permission in respect of the Site and described as "Demolish existing buildings and construct 8 No. two bed units with associated parking and landscaping." and given the reference P/2015/1313
<b>"Planning Permit"</b>		the planning permission for the Development as applied for and described in the Planning Application (P/2015/1313) a copy of which is attached in the Third Schedule
<b>"Royal Court"</b>		the Royal Court of the Island of Jersey
<b>"Site"</b>		Westbury La Grande Route de St. Clement , St. Clement JE2 6QN and Fairfield La Grande Route de St. Clement , St. Clement

		JE2 6QN identified by a thick black edging and hatched black on the Plan upon which the Development is to be carried out
<b>“TTS Minister”</b>		The Minister for Transport and Technical Services

## **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 Owner.

#### **4 EFFECTIVE DATE**

This Agreement shall come into effect immediately upon the date which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

#### **5 OWNERS COVENANTS**

The Owner covenants and agrees with the Chief Officer as set out in the Fourth Schedule so that this Agreement shall be enforceable without limit of time 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**

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 Owner 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 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.
- 7.2 Any notices on the Owner 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 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 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.
- 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 Owner 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 Owner as contained herein.



7.10 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.

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 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 it's interest in the Site occurring before all the obligations under this Agreement have been discharged.

## **10 INDEXATION**

Any sum referred to in the Fourth 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.

## **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.

### **13 GOODS AND SERVICES TAX**

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

13.2 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.

### **14 JURISDICTION**

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

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

Westbury as set out in the contract of purchase by the Owner on  
13.3.2015 RP 1346/831

Fairfield as set out in the contract of purchase by the Owner on  
30.10.2015 RP 1358/543

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

## SECOND SCHEDULE

### **The Plan**

484 - 007

**NOTES**

1. All dimensions are given in meters unless otherwise stated. Dimensions are to be measured from centre of work unless otherwise stated.

2. The drawings shall be used for construction purposes only. All other uses are at the user's risk.

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4. The drawings shall be used for construction purposes only. All other uses are at the user's risk.

5. The drawings shall be used for construction purposes only. All other uses are at the user's risk.

6. Copyright © 2015, Architectural Services Ltd

Rev	Date	Description



**mac**  
Architectural Services Ltd

9 Riverside, Farnham  
Surrey, GU14 7AT

**Project**  
Samares Apartments  
La Grande Route St Clement  
St. Clement  
Jersey

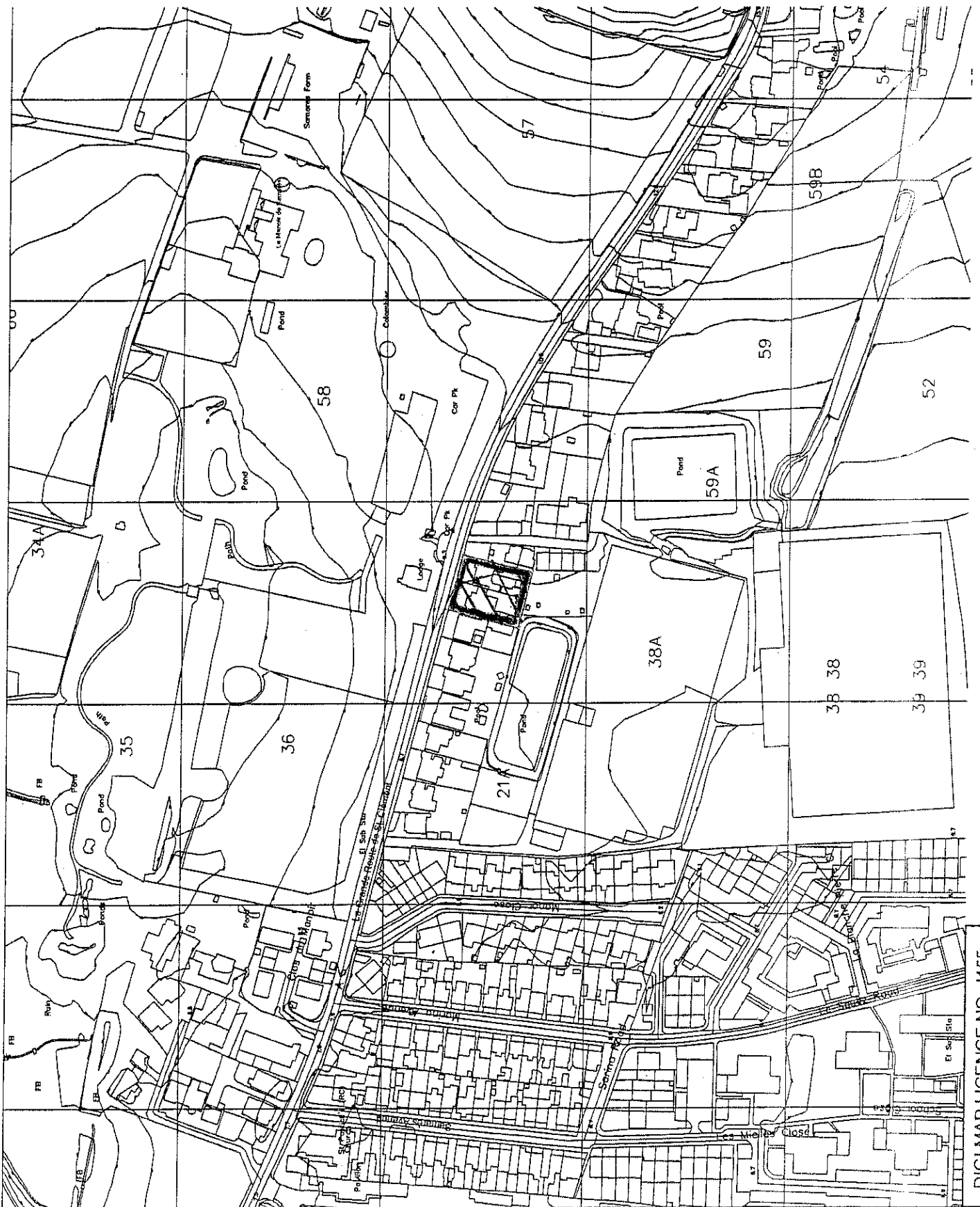
**Client**  
Rose Developments Ltd

**Drawing title**  
Site Location Plan

**Date** 12/08/2014 **Drawn** August 2015

**Scale** 1:2500

384 - 007



DIGI MAP LICENCE NO. J155

THIRD SCHEDULE

**The Planning Permit**

Planning Application Number P/2015/1313

# Decision Notice

## PLANNING AND BUILDING (JERSEY) LAW 2002

In accordance with Article 19(8) of the Planning and Building 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 buildings and construct 8 No. two bed units with associated parking and landscaping. 3D Model Available.

To be carried out at:

Westbury and Fairfield, La Grande Route de St. Clement, St. Clement, JE2 6QN.

**REASON FOR APPROVAL:** The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policies SP1, SP2, H6, GD1, GD3 and GD7 of the Island Plan 2011 (Revised 2014)

In this case, the site is located within the Built up Area wherein residential development including apartments will be permitted. Policy GD3 states that the highest reasonable density should be achieved for all developments subject to meeting other Island Plan policy tests.

The Department have balanced up the importance of providing higher density developments in the built up area against the impact of the development on the street scene and on neighbouring properties. Whilst it is accepted that there would be an impact from the development this is not considered to be sufficient to unreasonably affect the character and amenity of the street scene and not unreasonably affect the level of privacy and light to neighbouring buildings which is the test set by Policy GD1 of the Island Plan.

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In addition, the representations raised to the scheme on the grounds of traffic generation, noise and loss of family accommodation have been assessed. However, it is considered that with the imposition of the conditions the proposal accords with the terms of Policy GD1 of the 2011 Island Plan (Revised 2014).

#### INFORMATIVES:

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:

[http://www.london.gov.uk/thelondonplan/guides/bpg/bpg\\_04.jsp](http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp)

Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at <http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within five 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 commencement of the development hereby approved, a Demolition/Construction Environmental Management Plan shall be submitted to and approved by the Department of the Environment. The Demolition/Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Department prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
- A. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
- B. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
- C. Details of any proposed crushing/ sorting of waste material on site;
- D. Specified hours of working.

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2. No part of the development hereby approved shall be occupied until the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse are submitted to and approved by the Planning Department and thereafter be retained and maintained as such.
3. No part of the development hereby approved shall be occupied until details of the drainage works including disposal of surface water and/or Sustainable Urban Drainage Solutions are submitted to and approved by the Planning Department, and thereafter be retained and maintained as such.
4. Prior to the commencement of the development hereby approved, samples/full details of the external materials including roof materials, render, windows and doors shall be submitted to and approved in writing with the Department of the Environment. The external finish shall be implemented in full, retained and maintained as such unless otherwise agreed to in writing by the Department.
5. 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. The car parking spaces (to include 1 visitor parking space) shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.
6. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be maintained thereafter and no visual obstruction of any kind over the height of 900mm shall be erected within them.
7. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plan have been wholly constructed in accordance with the approved plans. The facilities shall thereafter be retained solely for the use of occupants of the development and maintained as such.
8. Prior to commencement of the development hereby approved, a scheme of landscaping shall be submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:
  - i) all existing trees, hedgerows and other plants, walls, fences and other features which it is proposed to retain on the 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;
  - iii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure;
  - iv) the measures to be taken to protect existing trees and shrubs;
  - v) details of the pergola structure and landscaping details to grow on the pergola;
  - vi) 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; and,
  - vii) A landscape management plan for the maintenance of the landscaped

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areas.

Once agreed, the approved scheme shall be implemented in full and thereafter retained and maintained as such.

9. The flat roof areas (that are not marked balcony or terrace on the Proposed floor plans '384-002 B') of the development hereby approved shall not be used as a balcony, roof garden or similar amenity area.

10. No part of the development hereby approved shall be occupied until the proposed windows in the west elevation at first floor level are fitted with obscure glass and restricted in their opening mechanism to no more than 200mm. Once implemented, the obscure glazing and restricted opening mechanism shall be maintained as such thereafter.

11. No part of the development hereby approved shall be occupied until the balconies/ terraces on the south and north elevations at first and second floor level are fitted with an obscure privacy screen (or masonry screen) along the length of the east and west sides of the balconies/terraces, to a height of 1800mm from finished floor level. Once constructed, the screen shall be maintained as such thereafter.

12. No part of the development hereby approved shall be occupied until the planter boxes on the south elevation at first floor level as shown on proposed floor plan '384-002 B' are constructed and planted. Once constructed the planter boxes shall be retained in position in perpetuity.

13. A work of public art shall be delivered in accordance with the advice of an appointed Approved Art Advisor and a Percentage for Art Statement which shall be submitted to and approved by the Minister for Planning and Environment. The work of art must be agreed and installed prior to the first occupation of the development hereby approved unless otherwise agreed in writing.

14. Prior to commencement of the development hereby approved, details (to include the height and materials) of the boundary treatment to the entirety of the eastern boundary of the application site shall be submitted to and approved in writing by the Department of the Environment. The scheme shall be carried out in accordance with the approved details unless otherwise agreed in writing by the Department and thereafter retained in perpetuity.

15. Prior to the development being brought into first use, the first 2 metres of the proposed access road on the application site shall be surfaced in a bonded material and the access gradient of the access road shall be no more than 1:20 for the first 5 metres of the access. These details shall then be maintained as such thereafter.

**Reason(s):**

1. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with Policies GD1, GD6 and WM1 of the Adopted Island Plan 2011 (Revised 2014).

2. In accordance with Policy WM1 of the Adopted Island Plan 2011 (Revised 2014).

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3. To ensure that that the completed development is provided with satisfactory infrastructure and to have regard for highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
4. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building or place in accordance with Policies SP4, HE1, HE2, HE5 of the Adopted Island Plan 2011 (Revised 2014).
5. To ensure that the development provides adequate provision for off-street parking and manoeuvring for users of the site, in the interests of highway safety and the general amenities of the area, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
6. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
7. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
8. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
9. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
10. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
11. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
12. To safeguard the amenities and privacy of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
13. To accord with the provisions of Policy GD8 of the Adopted Island Plan 2011 (Revised 2014)
14. To ensure the existing boundary wall onto No. 5 St Joseph's Villa is retained at its existing height and to safeguard the amenities of the occupants of the adjoining properties in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).
15. In the interests of highway safety, in accordance with Policy GD1 of the Adopted Island Plan 2011 (Revised 2014).

APPROVED

**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 plan(s) has/have been approved:

Location Plan  
Planning Statement  
Design Statement  
Public Art Statement  
Existing Site Plan P859A  
Proposed Site Plan 001B  
Proposed Floor Plans 002B  
Proposed Elevations 003A  
Site Section 004  
Proposed 3D Visuals 1 005  
Proposed 3D Visuals 2 006  
Existing Floor Plans 008

The development may also require building permission, 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.

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**FOURTH SCHEDULE**  
**The Owner's Covenants with the Chief Officer**

The Owner covenants, agrees and undertakes:

**COMMENCEMENT**

- 1 Not to Commence the Development until the Owner have given to the Chief Officer twenty-eight (28) days' notice in writing of its intention so to do.

**EASTERN CYCLEWAY**

- 2 To pay the Cycleway Contribution to the Treasurer of the States prior to the Commencement of the Development
- 3 Not to Commence the Development until such time as the Cycleway Contribution has been paid to the Treasurer of the States.

**BUS SHELTER**

- 4 To pay the Bus Shelter Contribution to the Treasurer of the States prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Bus Shelter Contribution has been paid to the Treasurer of the States.

## **FIFTH SCHEDULE**

### **Chief Officer's Covenants**

- 1 The Chief Officer hereby covenants with the Owner to use 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 within seven years of the date of receipt by the Treasurer of the States of such payment.

Signed on behalf of the Chief Officer

by

[Redacted Signature]

(PETER LE GREY)

in the presence of .

[Redacted Name]

(Jonathan Gladwin)

this 24<sup>th</sup> day of November 2015

Signed on behalf of Jocelyn Holdings Limited

by

[Redacted Signature]

[Redacted Signature]

Direct

in the presence of .

[Redacted Name]

this 20<sup>th</sup> day of November 2015