

DATED

2025

between

JUSTIN MARK ROGERS AND SHARON ROGERS

to

HART DISTRICT COUNCIL

UNILATERAL UNDERTAKING

made pursuant to Section 106 of the Town and Country Planning Act 1990
relating to the development of the Site situate at

DUKES FIELD COTTAGE, NORTON ROAD, RISELEY. RG71SH

THIS UNILATERAL UNDERTAKING is given on the day of **2025**

BY:

- (1) **JUSTIN MARK ROGERS** and **SHARON ROGERS** both of Dukes Field Cottage,
Norton Road, Riseley, RG7 1SH ("**the Owners**")

TO:

- (2) **HART DISTRICT COUNCIL** of Civic Offices Harlington Way, Fleet, Hampshire,
GU51 4AE ("**the Council**")

RECITALS:-

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Unilateral Undertaking are enforceable.
- (B) The Owners are the registered freehold owners of the Site, including a mortgage on the Site with Metro Bank
- (C) The Owners submitted an application 24/01723/FUL on the 23 Aug 2024 ("**the Application**") which was refused on the 05 November 2024 and is subject the Appeal.
- (D) The Owners have secured the requisite amount of SANG on the SANG Land and the Owners have agreed to make a financial contribution towards SAMM.
- (E) The Owners have entered into this Unilateral Agreement in order to secure the planning obligations contained in it,

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:-

1 INTERPRETATION

- 1.1 For the purposes of this Unilateral Undertaking the following words and expressions shall unless the context otherwise requires have the following meanings:-

"the 1990 Act"	means the Town and Country Planning Act 1990 as amended.
"Appeal"	appeal submitted pursuant to planning application 23/01946/FUL
"Application"	means the application for planning permission to carry out the Development at the Site given the reference number 24/01723/FUL which was refused by the Council on 5th November 2024
"Commencement of Development"	means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the Act .
"Commencement Notice"	means the written notice given on behalf of the Owners to the Council giving not less than 5 working days advance notice that Commencement of Development is about to take place and specifying the date of intended Commencement of Development.

"Contributions"	means the SAMM Contribution
"Development"	Means the Construction of a three bedroom dwellinghouse with associated car and cycle parking, access, refuse storage and landscaping (following demolition of the existing Old School House -outbuilding)
"Dwelling"	An individual self-contained unit of residential accommodation constructed in accordance with the Planning Permission
"Hart District"	means the area comprised in the district of Hart (as defined in section 1(4) of the Local Government Act 1972 and the Statutory Instruments made under the said 1972 Act
"Index"	All items Index of Retail Prices issued by the Office for National Statistics
"Interest"	means the rate of interest being 4% above the base lending rate of Lloyds Bank Plc from time to time in force such interest to be apportioned on a daily basis.
"Occupation"	means occupation of the Site or any of the apartments or commercial buildings or other buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "Occupy" and "Occupied" shall be construed accordingly
"Plan"	means the plan annexed to this Unilateral Undertaking at Schedule 1

"Planning Permission"	means the planning permission for the Development to be granted pursuant to the Appeal
"the Site"	means the land within which the Development is to take place and against which the obligations in this Unilateral Undertaking may be enforced which is situated at Dukes Field Cottage, Norton Road Riseley, RG7 1SH. Registered at H M Land Registry under title number BK 114125 and for the purpose of identification only edged red on the Plan annexed hereto at Schedule 1.
"SAMM"	The Strategic Access Management and Monitoring Tariff published by the Council
"SAMM Contribution"	means the contribution of £1,039.68 per dwelling (£990.17 plus 5% administration fee)
"SANG"	Suitable Alternative Natural Greenspace which accords with the criteria set out in the SANG Policy being alternative recreation land provided as a mitigation measure to discourage residents of new development schemes from accessing the Thames Basin Heaths SPA

“SANG Agreement”

means the Agreement between the Owners and CALA MANAGEMENT LTD (or other and not limited to) relating to the allocation of SANG on the SANG Land in respect of the property to be entered into to mitigate the adverse effects of the Development on the Thames Basin Heaths SPA, a copy of which is annexed to this deed at Schedule 3.

“SANG Confirmation Consent”

means the documentary evidence provided by CALA MANAGEMENT LTD (or other but not limited to) that the SANG Agreement has been complied with

“SANG Land”

means hectares of the SANG land (and other land) owned by CALA MANAGEMENT LTD (or others but not limited to) and registered at the Land Registry under title numbers BK337888

“SANG Policy”

means Policy NBE3 of the Loal Plan or such amended or replacement policy as may be in force from time to time

“Specified Date”

means the date upon which any obligation arising under this Deed is due to be performed according to the terms of this Deed.

“Thames Basin Heaths SPA”

The land designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC or any success statutory designation) as a Special Protection Area to protect three species of breeding birds; Woodlark, Dartford Warbler and Nightjar being a fragmented area of European importance in the counts of Surrey, Hampshire, and Berkshire

“Working Day”

means any day which is not a Saturday, Sunday, a bank holiday or public holiday in England.

1.2 In this Unilateral Undertaking:-

- 1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force
- 1.2.2 The headings in this Unilateral Undertaking are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Unilateral Undertaking
- 1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Unilateral Undertaking
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa
- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 1.2.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction
- 1.2.7 Covenants made in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated
- 1.2.8 Reference to any party to this Unilateral Undertaking shall include the successors in title to that party
- 1.2.9 Reference to the Council shall mean the Hart District Council acting in its statutory capacity as local planning authority (and any successor to its respective statutory functions)
- 1.2.10 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to cause or permit or suffer such act or thing to be done by an other person

2 LEGAL EFFECT

- 2.1. This Undertaking is given pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other powers so enabling
- 2.2. This Undertaking is a planning obligation for the purposes of the said Section 106 which is enforceable by the Council and which binds each and every part of the Site
- 2.3. The terms of this Undertaking come into effect on the date of this Undertaking other than clause 3.1.1 which will come into effect upon the grant of the Planning Permission
- 2.4. Nothing contained or implied in this Undertaking shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised
- 2.5. If any provision in this Undertaking shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 2.6. No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default
- 2.7. Nothing in this Undertaking shall be construed as a grant of planning permission.
- 2.8. The covenants in this Undertaking shall be enforceable without any limit of time against the Owners, their successor in title or any person claiming title through or under the Owners to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person **PROVIDED THAT** no person shall be liable for any breach of the covenants restrictions or obligations contained in this Undertaking occurring after he has parted with the whole of his interest in the Site or the part in respect of which such breach occurs, except in respect of any breach subsisting prior to parting with such interest

- 2.9 In accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 it is hereby declared that none of the terms of this Deed shall in the absence of any express provision to the contrary be construed as being enforceable by any third party

3 THE OWNERS' COVENANTS AND OBLIGATIONS

- 3.1 Subject to Planning Permission being granted the Owners covenant to the Council as follows:-

3.1.1 to observe and perform and cause to be observed and performed the undertakings covenants and restrictions contained in Schedule 2; and

3.1.2 to pay the Council's reasonable legal costs for the consideration and settlement of this Deed;

- 3.2 The Owners further covenant to the Council as follows:

3.2.1 to pay CALA MANAGEMENT LTD or other and not limited too the required fee for the SANG Allocation Fee in accordance with the SANG Agreement annexed hereto at Schedule 3;

3.2.2 that they will comply with the SANG Agreement should Planning Permission be granted;

3.2.3 that subject to clause 3.2.2 they will not terminate the SANG Agreement;

3.2.4 that the SANG Land will be laid out and made publicly available in accordance with the SANG Confirmation Consent for this Development and will provide written confirmation to the Council from CALA MANAGEMENT LTD or other and not limited to this effect prior to Occupation of any part of the Development;

3.2.5 that they will not Occupy or permit or allow Occupation of the Development or any part thereof unless and until the SANG Land has been laid out and made publicly available in accordance with the SANG Confirmation Consent for the Development and has provided to the Council written confirmation from CALA MANAGEMENT LTD or other and not limited too to this effect.

4 INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power contained in this Unilateral Undertaking (or otherwise available to the Council) if any payment of any sum referred to in this Unilateral Undertaking becomes due but remains unpaid then the Owners shall pay the Council Interest on any such unpaid amount from the Specified Date until such time as any payment is paid in full to the Council

5 INDEXATION

Any sum stipulated as being payable by the Owners to the Council shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which such sum is payable pursuant to the provisions of this Deed. In the event that the relevant index shall be no longer published or the basis thereof be materially altered then the index shall be such replacement index as the Council shall reasonably specify

6 REGISTRATION OF THIS UNILATERAL UNDERTAKING

This Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

7 OWNERSHIP

7.1 The Owners warrant that no person other than the Owners have any legal or equitable interest in the Site.

7.2 The Owners agree with the Council to give immediate written notice to the Council of any change in ownership of any of its interests in the Site including any conveyance, mortgage, lease, assignment or other disposition entered into in respect of all or any part of the Site occurring before all the obligations under this Deed have been discharged, such notice to give details of the full name and registered office (if a company or usual address if not) of the person to whom the disposition was made and the nature of and extent of the interest disposed of together with the area of the Site or unit of occupation disposed of by reference to a plan

8 VAT

All consideration given in accordance with the terms of this Deed Shall be exclusive of any value added tax property payable

9 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its' subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10 GENERAL

10.1 This Unilateral Undertaking:

10.1.1 is given by the Owners to the Council;

10.1.2 is made pursuant to the provisions of s106 of the Act;

10.1.3 is a planning obligation for the purposes of that s106 of the Act;

10.1.4 is given with the intent to bind the Owners' interest in the Site;

10.1.5 shall be enforceable by the Council as local planning authority;

10.1.6 is signed by the Owners as a Deed

11. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS of which this Unilateral Undertaking has been duly executed as a deed and delivered on the day and year first above written.

SCHEDULE 1

Plan

© This drawing remains the property of The Keen Partnership and shall not be copied without prior written consent. All dimensions to be checked on site and any discrepancies to be reported before work commences.

Notes:

Rev'd	Date

THE KEEN
PARTNERSHIP
The Courtyard
Edinburgh Road
Reading RG30 2UA
Tel: 0118 9510 855
Fax: 0118 9510 856
chris@keenpartnership.co.uk
www.keenpartnership.co.uk


RICS
The Institution
of Building
Engineers

Client: **Justin Rogers**

Job Title: **School House, Portway, Riseley, Reading, Berkshire RG7 1SH**

Drawing Title: **BLOCK PLAN - SCHOOL HOUSE, PORTWAY**

Drawing Date: **13.01.2023**
Status:

Issue Date: **11/12/2024**
Drawn By: **MW**
Scale: **1:500@A3**

Drawing No: **9208-218**
Rev:



1:500

BLOCK PLAN

SCHEDULE 2

Planning Obligations

Notices

- 1.1 The Owners covenant to give the Council the Commencement Notice not less than 5 (five) Working Days prior written notification of the date of Commencement of Development on the Site
- 1.2 In the event the Commencement Notice has not been served and there has been Commencement of Development **THEN** the Owners confirm that the Council shall have the right to determine the date of Commencement of Development and the references to Specified Date shall be construed accordingly
- 1.3 The Owners shall not Occupy the Development unless and until it has given the Council not less than 5 (five) Working Days prior written notification of the date of Occupation of any of the dwellings on the Site
- 1.4 The notices referred to in paragraphs 1.1 and 1.2 of this Schedule shall be addressed to Hart District Council

Contributions

- 1.5 The Owners covenant with the Council to pay the following Contributions to the Council prior to the Commencement of Development:
 - 1.5.1 the SAMM Contribution of £1039.68 per dwelling (£990.17 plus 5% administration fee)
- 1.6 The Owners hereby covenant not to commence development on the Site or permit or allow the Commencement of Development on the Site unless and until the Owner has paid the Contributions in full to the Council.
- 1.7 The payment of any Contribution under this Deed shall be taken to include the obligation to pay any Interest in accordance with clause 4, and any Indexation in accordance with clause 5.. of this Deed
- 1.8 Subject to clause 1.9 the Owners shall not seek repayment of the Contributions

- 1.9 Should Planning Permission not be granted and/or no Commencement of Development takes place the Owners shall be entitled to request in writing the return of the Contributions and upon receipt of a valid request the Council shall return to the Owners the Contributions as soon as reasonably practicable

General

- 1.10 The Owners confirm and accept that the Contributions paid pursuant to this Undertaking will be expended and applied to both the actual costs of provision along with the professional costs fees

SCHEDULE 3

SANG Agreement

DATED

2025

CALA MANAGEMENT LIMITED

- and -

JUSTIN & SHARON ROGERS

**AGREEMENT FOR THE ASSIGNMENT OF
SANG CAPACITY AT BUCKLER'S PARK
CROWTHORNE**

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THIS AGREEMENT is dated

2025

PARTIES

1. **CALA MANAGEMENT LIMITED** a company registered in Scotland with company number SCO13655 whose registered office is at Adam House, 5 Mid New Cultins, Edinburgh, Midlothian EH11 4DU ("**CALA**")
2. **JUSTIN & SHARON ROGERS** ("**Developer**")
3. **JUSTIN & SHARON ROGERS** ("**Buyer**")

BACKGROUND

- (A) Cala is the beneficiary of excess Suitable Alternative Natural Greenspace ("**SANG**") capacity in the SANG situated at Bucklers Park, Crowthorne, Bracknell currently registered at Land Registry with title number BK337888 and to be allocated a new title number on completion of registration of the Transfer (as defined below) and shown edged red on the plan annexed to this Agreement at Annex 1.
- (B) The Developer is appealing planning refusal from the Local Planning Authority with reference [] for the development of [] at [] but in order to facilitate such development the requires an additional [] hectares of SANG prior to the occupation of the Buyer's Development ("**the Buyer's SANG Mitigation**").
- (C) Cala has agreed to provide on the SANG the Buyer's SANG Mitigation in accordance with the terms of this Agreement.
- (D) The Freehold of the SANG is owned by the Land Restoration Trust pursuant to the Transfer.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions.

"Buyer's Development" the development at the Buyer's Property to provide up to ONE Residential Dwellings in accordance with the Planning Permission.

"Buyer's Property" the freehold property known as Dukes Field Cottage registered at the Land Registry with under title number BK114125 and shown edged red on the plan appended to this Agreement at Annex 2.

"Buyer's Solicitors" [];

"Cala's Solicitors" Wedlake Bell LLP 71 Queen Victoria Street, London, EC4V 4AY;

"Completion Date" means [];

"Council" Bracknell Forest Borough Council.

"Deed of Assignment" means the deed of assignment in the form of the draft attached at Annex 3 as may be varied by agreement in writing between Cala, the Developer and the Buyer

- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PLANNING

The Developer is appealing Planning Refusal.

3. COMPLETION

- 3.1 Completion shall take place on the Completion Date and the [Developer / Buyer] shall pay the Price to Cala by telegraphic transfer of cleared funds from an account in the name of the Buyer's Solicitors at a UK clearing bank.

- 3.2 On completion the parties shall enter into (and Cala shall procure that the Land Restoration Trust enters into) the Deed of Assignment.

4. CONFIDENTIALITY

- 4.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 4.2.

- 4.2 Each party may disclose the other party's confidential information:

4.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 4; and

4.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 4.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

5. ASSIGNMENT AND OTHER DEALINGS

None of the parties shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

6. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. WAIVER

- 7.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 7.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

9. DISPUTES

- 9.1 Any dispute or difference between the parties as to any matter under or in connection with this Agreement shall be submitted for the determination of an independent expert (the "Expert") and the following provisions of this clause 9 apply to any submission and to any other matter required to be dealt with by the Expert.
- 9.2 The Expert shall be appointed by the parties jointly, or in default of agreement within ten (10) Working Days after either party has given to the other a written request requiring the appointment of an Expert, by the President of the Royal Institute of Chartered Surveyors on the request of either party who shall appoint an independent chartered surveyor with not less than 10 years' experience of dealing with matters of the type which are the subject of the dispute between the parties;
- 9.3 The Expert so appointed:
- 9.3.1 must act as an expert and not as an arbitrator;
 - 9.3.2 must afford the parties the opportunity within reasonable time limits to make representations to him (verbal and/or written as such party may elect);
 - 9.3.3 must inform each party of the representations of the other;
 - 9.3.4 must afford each party the opportunity within reasonable time limits to make submissions to him (verbal and/or written as such party may elect) on the representations of the other;
 - 9.3.5 must notify the parties in writing of his decision with reasons as quickly as practicable, and,
 - 9.3.6 may take whatever independent advice he considers necessary.
- 9.4 The fees and expenses of the Expert including the cost of his nomination and appointment shall (unless he otherwise directs) be borne equally by the parties.
- 9.5 The Expert's determination is to be conclusive and binding on the parties save in the case of manifest error or omission.
- 9.6 Either party may pay the share of the Expert's fees and expenses due from the other on behalf of the other if such share is not paid by the due date for payment in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other.
- 9.7 The Expert is to consider written and/or verbal representations received from the parties within 15 Working Days of his appointment and any written and/or verbal counter representations by

either party received by the Expert within 10 Working Days of a copy of the initial written representations or details of verbal representations made by one party being provided to the other.

9.8 The parties are to instruct the Expert to issue a decision within 30 Working Days of his appointment.

9.9 The Expert may be discharged and another appointed in their place by or on behalf of the relevant President if:

9.9.1 he dies or becomes unwilling to act or incapable of acting; or

9.9.2 he fails to make and publish his determination within ten weeks of his appointment (or a longer period agreed in writing by the Parties); or

9.9.3 for any reason the President or his nominee thinks fit.

10. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

11. ENTIRE AGREEMENT

11.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12. NO PARTNERSHIP OR AGENCY

12.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

14. NOTICES

14.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- 14.1.1 delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 14.1.2 sent by email to:-
- in the case of Cala to both [] and []; or such other parties and email addresses as Cala may notify to the other parties from time to time; and
- in the case of the Buyer to justin_m_rogers@yahoo.com or such other e-mail address as the Buyer may notify to the other parties from time to time; and
- in the case of the Developer to justin_m_rogers@yahoo.com or such other e-mail address as the Buyer may notify to the other parties from time to time
- 14.1.3 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 14.1.4 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- 14.1.5 if sent by email, at 9.00 am on the next Working Day after transmission.
- 14.2 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. COUNTERPARTS

- 15.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 15.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 15.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

16. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SIGNED by)
for and on behalf of **CALA**)
MANAGEMENT LIMITED)

Authorised Signatory

SIGNED)
for and on behalf of)
[])

Authorised Signatory

SIGNED)
for and on behalf of)
[])

Authorised Signatory

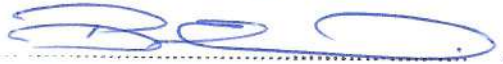
SIGNED as a DEED by

JUSTIN MARK ROGERS

in the presence of:



Witness's Signature:



Witness's Full Name MR BRADLEY JAY MCCOVID

Witness's Address SULBY CROFT,

HEATHLANDS RD, WOKINGHAM,

RG40 3AR.

SIGNED as a DEED by

SHARON ROGERS

in the presence of:



Witness's Signature:



Witness's Full Name MR BRADLEY JAY MCCOVID

Witness's Address SULBY CROFT,

HEATHLANDS RD, WOKINGHAM,

RG40 3AR.

Annex 1
SANG Plan

Annex 2
Buyer's Development Plan

Annex 3
Deed of Assignment