

DATED 21st October 1992

WELWYN HATFIELD DISTRICT COUNCIL

-and-

MESSRS.ORSI MANZI
FILIPPI and FILIPPI

and

TRUSTFOOD LIMITED

-and-

BARCLAYS BANK PLC

AGREEMENT UNDER SECTION 106 OF TOWN AND
COUNTRY PLANNING ACT 1990

relating to San Felice Restaurant
Great North Road Bell Bar Hatfield
Herts

W.J. Anderson
Solicitor to the Council
Welwyn Hatfield District Council
Council Offices
The Campus
Welwyn Garden City
Herts. AL8 6AE

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THIS AGREEMENT dated the *twenty-first* day of *October* One thousand Nine hundred and Ninety Two is made between the Council of the first part the Owner of the second part and the Mortgagee of the third part

Definitions and Interpretation

1) In this Agreement the following expressions shall have the following meanings ascribed to them:-

- 1.1) the Council Welwyn Hatfield District Council of Council Offices
The Campus Welwyn Garden City Hertfordshire AL8 6AE
- 1.2) the Freehold Bartolomeo Orsi of 29 Meadway London N14 and
Owners Antonio Manzi of 107 Chandos Avenue London N20 and
Pierluigi Filippi of 46 Pine Grove London N20 and
Gianfranco Filippi of 24 Ardilaun Road London N5
- 1.3) the Leaseholder Trustfood Limited of 141 High Street Barnet
Hertfordshire EN5 5XV
- 1.4) the Mortgagee Barclays Bank Plc of Southgate House 6/16A
Southgate Road Potters Bar Hertfordshire EN6 5DU
- 1.5) the Development The San Felice Restaurant Great North Road
Site Bell Bar North Mymms Hatfield Hertfordshire
formerly known as The Bell Bar Cafe Bell Bar North
Mymms Hatfield aforesaid as the same is registered
in H M Land Registry with Title Absolute under
Title Number HD180406 and which is demised by the
Freehold Owners to the Leaseholder for a term of 3
years by virtue of a Lease dated 31st December 1991
- 1.6) the Drawings The Drawings marked "A" "B" "C" "D" and "E" annexed
hereto
- 1.7) the Development The use by the Leaseholder of part of the first
floor of the Development Site as a banqueting suite
in all respects in accordance with the Drawings and
the Planning Application (as hereinafter defined)

- 1.8) the Planning Permission Conditional upon the execution of these presents a Planning Permission to be issued to the Leaseholder by the Council pursuant to the Planning Application in the form annexed hereto together with any future variations or amendments approved by the Council
- 1.9) the Planning Application A Planning Application made on behalf of the Leasehold under reference S6/0064/92/FP for the Development together with plans specifications and particulars deposited with the Council
- 1.10) the Storage Area That part of the Development Site which is situated on the first floor and shown edged and hatched green on the Drawings
- 1.11) the First Floor Kitchen The kitchen situated on part of the first floor of the Development Site and shown edged and hatched yellow on the Drawings
- 1.12) The Staff Parking Area The area of land situated adjacent to the Development Site which is shown edged and hatched in red on the Drawings in respect of which the Freehold Owners enjoy a right to park cars by virtue of the rights (inter alia) granted by a Conveyance dated 11th September 1952 and made between Sydney Charles Titmus (1) and Woodside Place Limited (2)
- 1.13) the Banqueting Suite The first floor of the Development Site but excluding the Storage Area and the First Floor Kitchen and for the avoidance of doubt the toilets situate on the first floor
- 1.14) The expressions "the Council" "the Freehold Owners" and "the Leaseholder" and "the Mortgagee" shall include where appropriate their respective successors in title and assigns

- 1.15) Unless otherwise provided this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation or amendment of the Planning Permission which the Council may grant
- 1.16) References in this Agreement to any statutes or statutory instruments shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.17) Where in this Deed there is a covenant not to do or to refrain from any activity or thing then there shall be deemed to be included in such covenant a provision that such activity or thing shall not be permitted or suffered
- 1.18) The Mortgagee enters into this Agreement solely for the purpose of giving its consent and not by way of obligation

Recitals

- 2) Whereas:-
- 2.1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area within which the Development Site is situated and is for the purposes of S106 of the Act empowered to enforce the planning obligations herein contained
- 2.2) The Council is also a principal Council within the meaning of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and the Local Government Act 1972
- 2.3) The Freehold Owners are the Owners in fee simple subject to the Lease to the Leaseholder of the Development Site and the Freehold Owners and the Leaseholder warrant that they are in all respects capable of entering into this Deed and the Mortgagee consents to their execution of this Deed
- 2.4) The Leaseholder has by the Planning Application applied to the Council for permission to carry out the Development on the Development Site

- 2.5) The Council is satisfied that the Development is such as may be approved by it under the Act and has agreed to grant the Planning Permission subject to the Freehold Owners and the Leaseholder entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

- 3)3.1) The obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of Sub-Section 1 thereof
- 3.2) Insofar as the obligations contained herein are not planning obligations within Section 106 of the Act the covenants are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

Mortgagees Consent

- 4) In pursuance of recital 2.3 hereinbefore contained the Mortgagee has executed this Deed as evidence of its consent to the intent that its interests shall be bound by the terms of this Deed as if this Deed had been executed and registered as a Local Land Charge prior to its interest being created

Owners Covenants

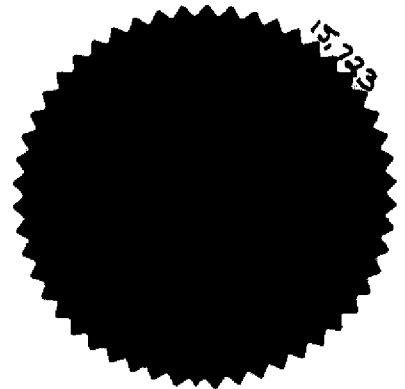
- 5) The Freehold Owners and the Leaseholder hereby jointly and severally covenant with the Council as follows:-
- 5.1) To carry out the Development permitted by the Planning Permission in strict conformity with the plans specifications and particulars deposited with the Council
- 5.2) Not to use the Banqueting Suite for the Development until they shall first and at their own expense have erected a partition in the position shown by a red line on the Drawings which shall be retained at all times hereafter

- 5.3) Not at any time hereafter to use the Storage Area for any use other than for storage ancillary to the use of the Banqueting Suite as such and to the use of the Development Site as a restaurant
- 5.4) Not at any time hereafter to use the First Floor Kitchen for any purpose other than as a food holding area (as such expression is usually understood) and without prejudice to the generality of the foregoing part of this sub-clause not at any time hereafter to undertake the cooking or the preparation of the food in the First Floor Kitchen
- 5.5) Whenever the Banqueting Suite shall be in use as such not to park staff cars on the Development Site or in any location other than the staff parking area
- 5.6) To pay the Councils reasonable costs incurred in the preparation engrossment and execution of this Deed

IN WITNESS whereof the Council and the Freeholder and the Leaseholders Owners and the Mortgagee have executed this S106 Agreement as a Deed the day and year first before written

THE COMMON SEAL of WELWYN)
 HATFIELD DISTRICT COUNCIL was)
 hereunto affixed in the presence of:)

[Signature]
 Chairman of the Council
[Signature]
 Authorised Officer



SIGNED and DELIVERED)
 as a DEED by the)
 said:-)
 BARTOLOMEO ORSI)
 ANTONIO MANZI)
 PIERLUIGI FILIPPI)
 GIANFRANCO FILIPPI)
 in the presence of:-)

[Handwritten signatures of Bartolomeo Orsi, Antonio Manzi, Pierluigi Filippi, and Gianfranco Filippi]

[Signature]
 85 NORTHAM WOODSIDE PARK
 LONDON N12
 DIRECTOR

THE COMMON SEAL of TRUSTFOOD LIMITED)
was hereunto affixed in the presence)
of:-)

B. Edwards

Director

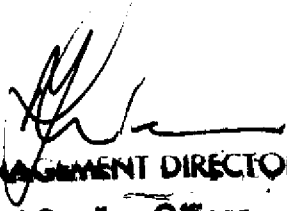


BARCLAYS BANK PLC
SOUTHGATE HOUSE
8-16a SOUTHGATE ROAD
POTTERS BAR
HERTS. EN6 5DU

Secretary

Kathleen Orsi

THE COMMON SEAL of BARCLAYS BANK PLC)
was hereunto affixed in the presence)
of:-)



DEPUTY RISK MANAGEMENT DIRECTOR
Authorized Sealing Officer

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