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THIS AGREEMENT is made the fifteenth day of May 2002  
BETWEEN the Council of the first part and the Owner of the second part and  
the Leaseholder of the third part and the Chargee of the fourth part

Definitions

1. In this Deed unless the context otherwise requires the following expressions shall have the following meanings attributed to them:-

1.1 the Council Welwyn Hatfield District Council of Council Offices  
The Campus Welwyn Garden City Hertfordshire AL8 6AE

1.2 the Owner Bartolomeo Orsi of 29 Meadway London N14 and 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 EN5 5XU

1.4 the Chargee National Westminster Bank Plc (Company Registration  
Number 929027) of Manchester Securities Centre P O Box  
339 Floors 14 and 15 Lowry House 17 Marble Street  
Manchester M60 2AH

1.5 the Land All that freehold piece or parcel of land situate at  
and known as San Felice Restaurant Great North Road  
Brookmans Park

1.6 the Agreement An agreement dated 21st October 1992 made between the  
Council and the Owner and the Leaseholder and the  
Chargee made pursuant to Section 106 of the Act in  
respect of the Land

1.7 the Act The Town and Country Planning Act 1990

Interpretations

2.1 The expressions "the Council" and "the Owner" and the Leaseholder and  
the Chargee" shall include where appropriate their respective  
successors in title and assigns

- 2.2 References to Clauses Sub-clauses and Schedules refer to clauses sub-clauses and schedules of this Deed
- 2.3 In this Deed the singular shall include the plural and the masculine shall include the feminine and vice versa where the context so admits
- 2.4 The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 2.5 References in this Agreement to any statute or statutory instrument shall include any amendment consolidation re-enactment modification or replacement of the same from time to time in force

### Recitals

3. WHEREAS:-

- 3.1 The Council is the Local Planning Authority for the area in which the Land is situated and by whom the obligations restrictions stipulations conditions and covenants contained in the Agreement are enforceable
- 3.2 The Owner is the registered proprietor with title absolute of the freehold interest in the Land which is registered at H M Land Registry under title number HD180406 subject to a Lease in favour of the Leaseholder and the Owner and the Leaseholder warrant that they are capable of entering into this Deed and have obtained all necessary consents so to do
- 3.3 The Chargee is proprietor of a Legal Charge over the Land
- 3.4 The Owner has applied to the Council pursuant to Section 106A of the Act for the obligations contained in clauses 5.2 and 5.3 of the Agreement to be discharged
- 3.5 The Council has agreed to discharge the Owner and the Leaseholder and the Chargee from the obligations contained in clauses 5.2 and 5.3 of the Agreement

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

4. The parties HEREBY AGREE:-

4.1 The obligations restrictions and requirements contained in clauses 5.2 and 5.3 of the Agreement are hereby discharged pursuant to Section 106A of the Act (insofar as they fall within the terms thereof) to the intent that the Land and the Owner and the Leaseholder and the Chargee shall be released from all obligations restrictions and requirements in clauses 5.2 and 5.3 of the Agreement and the registration relating to the Agreement in the register of local Land charges maintained by the Council under the provisions of the Local Land Charges Act 1975 shall be supplemented with the registration of this Agreement

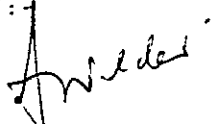
4.2 The Owner will on the date hereof pay the whole of the reasonable costs incurred by the Council in the preparation and completion of this Agreement

Agreements and Declarations

5. IT IS HEREBY AGREED AND DECLARED that save as hereby modified the Agreement shall remain in full force and effect and the Owner and the Leaseholder and the Chargee shall remain bound by it

IN WITNESS whereof the Council and the Owner and the Leaseholder and the Chargee have executed this Agreement as a Deed the day and year first before written

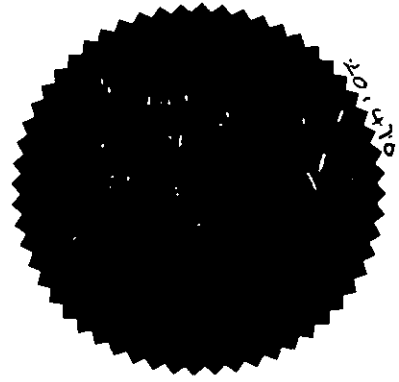
THE COMMON SEAL of WELWYN )  
HATFIELD DISTRICT COUNCIL )  
is hereunto affixed in the )  
presence of: )



Chairman of the Council



Solicitor to the Council  
(being its Authorised Officer):-



SIGNED AS A DEED by the said )  
BARTOLOMEO ORSI )  
in the presence of:- )

60 THE FAIRWAY )  
LONDON N13 5QL )

SIGNED AS A DEED by the said )  
ANTONIO MANZI )  
in the presence of:- )

60 THE FAIRWAY )  
LONDON N13 5QL )

SIGNED AS A DEED by the said )  
PIERLUIGI FILIPPI )  
in the presence of:- )

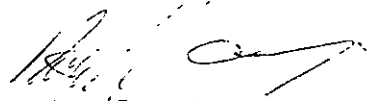
60 THE FAIRWAY )  
LONDON N13 5QL )

SIGNED AS A DEED by the said )  
GIANFRANCO FILIPPI )  
in the presence of:- )

60 THE FAIRWAY )  
LONDON N13 5QL )

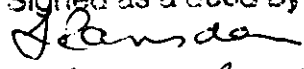
THE COMMON SEAL of )  
TRUSTFOOD LIMITED )  
is hereunto affixed in the )  
presence of:- )

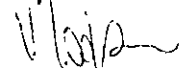
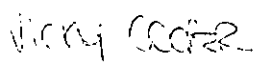
Director

  
Director/Secretary

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

Authorized Signatory

Signed as a deed by  
  
LORRAINE RAMSDEN  
as the Attorney in their capacity  
as Documentor Sheffield Credit  
Documentation for and on  
behalf of National Westminster  
Bank

In the presence of  
  
Bank Official  
  
Vicky Cooper  
Sheffield Credit Documentation  
PO Box No. 502  
2nd Floor, 42 High Street  
Sheffield S1 2YW

Date

15th May

2002

WELWYN HATFIELD DISTRICT COUNCIL

and

B ORSI  
A MANZI  
P FILIPPI  
G FILIPPI

and

NATIONAL WESTMINSTER BANK PLC

AGREEMENT

under Section 106A of the Town and  
Country Planning Act 1990 relating to  
San Felice Restaurant, Great North  
Road, Brookmans Park

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