

**These are the notes referred to on the following official copy**

Title Number HW150282

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THIS DEED OF RELEASE is made the *Twenty Sixth*  
day of *March* One thousand nine hundred and eighty four  
BETWEEN WEST COUNTRY BREWERIES LIMITED whose registered  
office is situate at Monson Avenue Cheltenham Gloucestershire (herein-  
after called "the Company") of the one part and MALCOLM JAMES BUCK and  
CAROL BUCK his wife both of The Wheelwrights Arms Pencombe near  
Bromyard and Worcester (hereinafter together called "Mr. and Mrs. Buck")  
of the other part

WHEREAS :

(1) By a Conveyance dated the tenth day of December one thousand nine  
hundred and sixty nine and made between the Company and Thorfinn James  
Gunn (hereinafter called "Mr. Gunn") the Company conveyed to Mr. Gunn  
in fee simple the land and public house in Pencombe aforesaid known as  
The Wheelwrights Arms (hereinafter called "the property")

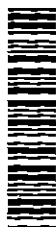
(2) The Conveyance contained a covenant on the part of Mr. Gunn with  
the Company in the form set out in the Schedule hereto (hereinafter  
called "the covenant") such covenant being expressed to be for the  
benefit of the properties known as The Crozen's Arms Felton and The  
White Horse Bromyard then owned by the Company and all other properties  
owned by the Company in the vicinity of the property

(3) The property is now vested in Mr. and Mrs. Buck for an estate in  
fee simple

(4) Mr. and Mrs. Buck wish to sell the property free of the covenant

(5) The said White Horse Bromyard is still vested in the Company  
together with other properties in the vicinity of the property (but  
excluding the said Crozen's Arms Felton)

(6) The said Crozen's Arms Felton was sold by the Company by a  
Conveyance dated the twenty seventh day of March one thousand nine  
hundred and seventy two and made between the Company of the one part



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and Alec Sidney Bennett and Frances Mary Bennett of the other part (hereinafter called "Mr. and Mrs. Bennett") but the benefit of the covenant and the right to convert to the release or modification thereof were not thereby and have not since been expressly assigned by the Company to Mr. and Mrs. Bennett or their successors in title or any other party

(7) The Company has agreed to release the covenant so far as it benefits the said White Horse Bromyard and so far as it is able to do so the Crozen's Arms Felton and all other properties owned by the Company in the vicinity of the property

NOW THIS DEED W I T N E S S E T H as follows :-

1. IN CONSIDERATION of the sum of TWO HUNDRED AND FIFTY POUNDS (£250) now paid by Mr. and Mrs. Buck to the Company (the receipt whereof the Company hereby acknowledges) the Company hereby irrevocably releases Mr. and Mrs. Buck together with their successors in title and assigns and the property from the covenant so far as the same benefits the said White Horse Bromyard and all other properties owned by the Company in the vicinity of the property and so far as it is able to do so so far as the same benefits the Crozen's Arms Felton
2. IT IS HEREBY AGREED AND DECLARED that the release by the Company herein contained implies no right or title on its part to the benefit of the covenant as regards the Crozen's Arms
3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds *Twenty thousand pounds (£20,000)*.

IN WITNESS whereof the Company has hereunto set its Common

Seal the day and year first above written

THE SCHEDULE

THE Purchaser HEREBY COVENANTS with the Vendor and as separate covenants with each and every one of the Companies names in the first column of the First Schedule hereto and with their and each and every of their successors in title and assigns for the benefit and protection of each and every of the properties described in the second column of the said First Schedule and each and every of all other properties in the vicinity of the property hereby conveyed now owned or retained by the Vendor or any of the Companies as aforesaid and of each and every part of all such properties as aforesaid to the intent and so as to bind the property hereby conveyed and each and every part thereof into whosoever hands the same may come not at any time hereafter save with the previous consent in writing of the Vendor or some person to whom the right to give such consent shall have been expressly assigned by the Vendor (in the giving or withholding of which consent and in imposing any conditions or terms relating thereto the Vendor or such assignee as aforesaid shall have an absolute and unfettered discretion) to use or permit or suffer to be used the property hereby conveyed or any part thereof or any buildings or erections now or at any time hereafter created or standing thereon or on any part thereof as or for all or any of the purposes of a Brewery or a Club (whether proprietary or members) or a public house or other licensed premises or otherwise for the preparation manufacture supply distribution of sale whether wholesale or retail and whether for consumption on or off the premises of all or any alcoholic liquors of any description

THE COMMON SEAL of WEST COUNTRY )  
BREWERIES LIMITED was hereunto )  
affixed in the presence of :- )



Director

Asst - Secretary

