

DATED

26th December

1992

The Rt. Rev. Alan Rees

- and -

The Rt. Rev Alan Rees
The Very Rev. Mark Jabale
The Rev. Michael Evans
The Rev. Christopher Jenkins
The Rev. Nicholas Wetz
The Rev. Phillip Smith

RECEIVED

07 JAN 1993

CHARITY COMMISSION

DEED OF VARIATION OF THE
BELMONT ABBEY GENERAL TRUST DEED

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

DATE: 6th January 1993

REFERENCE: *Burges Salmon*

CSCW /

BURGES SALMON
SOLICITORS

Narrow Quay House, Prince Street, Bristol. BS1 4AH

BURGES SALMON
SOLICITORS

NARROW QUAY HOUSE, PRINCE STREET, BRISTOL BS1 4AH

THIS DEED is made the 26th day of December 1992

BETWEEN THE RIGHT REVEREND ALAN REES of Belmont Abbey in the County of Hereford and Worcester the Abbot of Belmont ("the Controller") of the one part and the Controller and THE VERY REVEREND MARK JABALE THE REVEREND MICHAEL EVANS THE REVEREND CHRISTOPHER JENKINS THE REVEREND NICHOLAS WETZ AND THE REVEREND PHILLIP SMITH all of Belmont Abbey aforesaid Clerks in Holy Orders ("the Trustees") of the other part

WHEREAS:-

1. This Deed is supplemental to a Declaration of Trust made under the hands and seals of The Right Reverend Thomas Leonard The Reverend William Sweeney The Reverend Oswald Maxwell and the Reverend Anthony Wackrill on the twenty fifth day of July One thousand nine hundred and thirty six (hereinafter called "the Belmont Abbey General Trust Deed")
2. The Controller is the Controller for the purposes of the Belmont Abbey General Trust Deed
3. In pursuance of Clause 23 of the Belmont Abbey General Trust Deed the Trustees with the consent of the Controller are desirous of making such variations as are hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. In exercise of the powers conferred upon them by Clause 23 of the Belmont Abbey General Trust Deed the Trustees with the consent of the Controller (as testified by his execution hereof) hereby revoke Clause 8 of the said Trust Deed and declare that the following clause shall be substituted in lieu thereof

"8(1) Money to be invested may be applied or invested in the purchase of or at interest upon the security of such shares stocks funds securities land buildings chattels or other investments or property of any nature and in any part of the world and whether involving liabilities or producing income or not as the Trustees shall in their absolute discretion (with the consent of the Controller) think fit to the intent that the Trustees shall have the same powers in all respects as if they were absolute owners beneficially entitled PROVIDED ALWAYS that in the case of any property intended to

be used as a seminary school house of study or other charitable institution the Trustees may concur with other persons in the acquisition thereof and in the vesting of the same in the names of one or more of the Trustees jointly with representatives of such other persons and may make such arrangements for the management thereof as they may think fit

(2) In relation to the Trust Property and any other real or immovable property for the time being held upon the trusts of this Deed (in this clause referred to as "the land") the Trustees shall have the following powers exercisable with the consent of the Controller

(a) The Trustees may lease all or any part of the land for any purpose and whether involving waste or not and for any term and either wholly or partly in consideration of a rent (whether fixed or variable) or fine or premium or the erection improvement or repair or any agreement to erect improve or repair buildings or other structures on the land and may accept (with or without consideration) surrender of any lease of all or any part of the land

(b) The Trustees may in executing any trust or power of sale sell all or any part of the land either wholly or partly in consideration of an annual sum payable either in perpetuity or for any term (whether definite or indefinite) and being either reserved out of the land sold or secured in such other manner as the Trustees shall in their absolute discretion think fit

(c) The Trustees may in executing any trust or power of sale or leasing

(i) sell or lease all or any part of the land whether the division is horizontal or vertical or made in any other way

(ii) sell or lease or reserve any easement or right or privilege over all or any part of the land

(iii) sell or lease or except or reserve any timber or mines or minerals on or in or under all or any part of the land together with any easements rights or privileges of cutting or working and carrying away the same or otherwise incidental to or connected with

forestry or mining purposes

(iv) impose and make binding for the benefit of all or any part of the land sold or leased any restrictions or stipulations as to user or otherwise affecting any part of the land retained

(v) accept in exchange for all or any part of the land to be sold or leased (either with or without any money paid or received for equality of exchange) any other real or immovable property or any lease

(vi) enter into any contract or grant any option for the sale or leasing of all or any part of the land or otherwise for the exercise by the Trustees of any of their above powers

(d) The Trustees shall not be bound to see nor be liable or accountable for omitting or neglecting to see to the repair or insurance of any buildings or other structures on the land or to the payment of any outgoings or otherwise as to the maintenance of the land or any buildings or any structures on the land but may maintain repair or insure the same in such manner and to such extent as they shall in their absolute discretion think fit

(e) The Trustees may from time to time expend monies altering or improving the land or any buildings or other structures on the land (including erecting demolishing or rebuilding the same) to such an extent and in such manner as they shall in their absolute discretion think fit"

2. Save as varied hereby the trusts powers and provisions of the Belmont Abbey General Trust Deed shall continue to have effect

IN WITNESS whereof the parties to this Deed have executed it as a Deed on or before the date first before written

SIGNED as a Deed by the)
said THE RIGHT REVEREND)
ALAN REES in the)
presence of:-)

Alan Rees

Johnkinny Belmont Abbey Hereford, HR1 9R2

SIGNED as a Deed by the
said THE VERY REVEREND
MARK JABALE in the
presence of:-

Mark Jabale

John Hisset BELMONT ABBEY, HEREFORD.

SIGNED as a Deed by the
said THE REVEREND
MICHAEL EVANS in the
presence of:-

Michael Evans

Richard Simons
BELMONT ABBEY.
HEREFORD.

SIGNED as a Deed by the
said THE REVEREND
CHRISTOPHER JENKINS in
the presence of:-

Christopher Jenkins

Richard Simons
BELMONT ABBEY.
HEREFORD.

SIGNED as a Deed by the
said THE REVEREND
NICHOLAS WETZ in the
presence of:-

Nicholas P. Wetz

Richard Simons
BELMONT ABBEY.
HEREFORD.

SIGNED as a Deed by the
said THE REVEREND
PHILLIP SMITH in the
presence of:-

P. Smith

Samuel Shipley
BELMONT ABBEY.
HEREFORD.