

DATED

2016

(1) THE SECRETARY OF STATE FOR EDUCATION

(2) INSPIRING FUTURES THROUGH LEARNING

DEED OF VARIATION OF FUNDING AGREEMENT

Re: Funding Arrangements for Two Mile Ash School

SK STONE KING

BATH * CAMBRIDGE * LONDON

Boundary House
91 Charterhouse Street
London EC1M 4BS
104143/0004

THE PARTIES to this deed are:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, Westminster, London, SW1P 3BT ("**the Secretary of State**"); and
- (2) **INSPIRING FUTURES THROUGH LEARNING** a company limited by guarantee registered in England under number 07698904 whose registered office is at Two Mile Ash School, The High Street, Two Mile Ash, Milton Keynes, Buckinghamshire, MK8 8LH ("**the Academy Trust**")

together referred to as the "**Parties**"

INTRODUCTION:

- A. The Academy Trust (which was previously known as Two Mile Ash School) and the Secretary of State for Education and Skills entered into a funding agreement on 1 August 2011, a copy of which is contained in Schedule 1 ("**the Existing FA**");
- B. The Parties have agreed to amend and re-state the Existing FA in accordance with the terms of this Deed to form a multi academy trust.
- C. The Academy Trust intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies, in accordance with the **Master Funding Agreement** (as defined below) and any agreement entered into between the parties which is supplemental to it.

LEGAL AGREEMENT

1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with the Master Funding Agreement (as defined in clause 2 below). For the avoidance of doubt, the schedules form part of this Deed.
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the Master Funding Agreement contained in schedule 2 (the "**Master Funding Agreement**") and the Supplemental Funding Agreement contained in schedule 3 (the "**Supplemental Funding Agreement**").

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

5. This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED and DELIVERED as a DEED)

By MARILYN HUBBARD)
a director of INSPIRING FUTURES THROUGH LEARNING)

) MA Hubbard.

in the presence of: ROBERT TITE)

Signature of witness

Tite

Print name

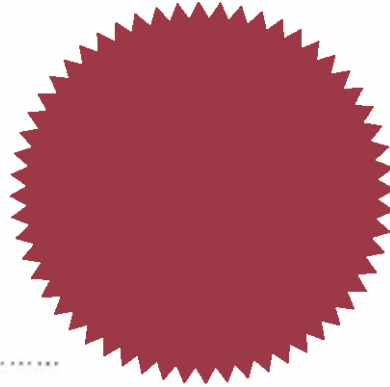
ROBERT TITE

Address



Occupation

The COMMON SEAL of THE SECRETARY OF STATE
for EDUCATION hereunto affixed is authenticated
by:



[Signature]
~~Duly Authorised~~