

ST MARY'S ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **St Mary's Academy Trust** of c/o Schofield Sweeney LLP, Springfield House, 76 Wellington Street, Leeds, West Yorkshire, LS1 2AY (Company Number 07917752) (the "**Company**")

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

INTRODUCTION

- A. The Parties entered into a Master Funding Agreement on 31 January 2012 as amended and reinstated by a Deed of Variation of Funding Agreement on 30 August 2013 (the "**Master Funding Agreement**").
- B. The Parties entered into a Supplemental Funding Agreement on 28 August 2014 in relation to The Edmunds Primary Academy, Lobwood Lane, Worsbrough, Barnsley, South Yorkshire, S70 5EP (the "**Existing SFA**").
- C. The Directors of the Company have resolved to change the name of "The Edmunds Primary Academy" to "The Mill Academy". The change of name requires consequential amendments to the Existing SFA. The Parties have agreed to amend the Existing SFA in accordance with the amendments listed in Schedule 1 and in accordance with this Deed.

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 recital A above. For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Parties agree that with effect from that with effect from the date of this Deed, the Existing SFA is amended in accordance with Schedule 1 of this Deed.
- 3. As varied by this Deed, the Master Funding Agreement and the Existing SFA shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

- 4. 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.
- 5. 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 deed or its subject matter or formation (including non-contractual disputes or claims).

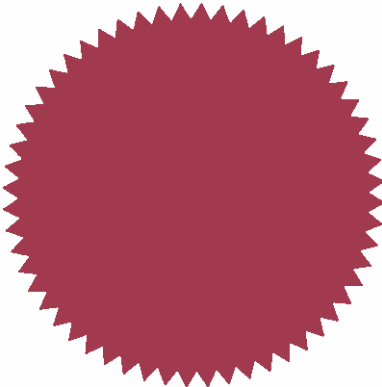
COUNTERPARTS

- 6. This Deed 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 as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

[Handwritten Signature]
.....
Duly authorised by the Secretary of State for Education
Date..... *29 SEPTEMBER 15*



EXECUTED as a deed by **St Mary's Academy Trust** acting by:

Lee Spencer
.....
Director
Print name..... *LEE SPENCER*.....
Date..... *08.09.15*.....

Witnessed by *[Handwritten Signature]*.....
Signature
Full name..... *BETH HAWKE*.....

Address.....
Occupation.....
[Redacted area]

Schedule 1

1. At Clause 1.2 the definition of Academy shall be deleted in its entirety and replaced with:

“the Academy” means the The Mill Academy established at Lobwood Lane, Worsbrough, Barnsely, South Yorkshire, S70 5EP.

2. Under the heading “ANNEX TO THIS SUPPLEMENTAL AGREEMENT” the reference to “The Edmunds Primary Academy” shall be deleted and replaced with “The Mill Academy”.
3. In Annex 1 all references to “The Edmunds Primary Academy” shall be deleted and replaced with “The Mill Academy”.