

EXTOL ACADEMY TRUST

24 AUGUST 2016

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) **Extol Academy Trust**, a charitable company incorporated in England and Wales with registered company number 8561360 whose registered address is at Eldon Grove Academy, Eldon Grove, Hartlepool, Cleveland, TS26 9YL (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 27 June 2013, a copy of which is contained in Schedule 1, (the "**Existing Master Funding Agreement**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Eldon Grove Academy on 27 June 2013, a copy of which is contained in Schedule 2 (the "**Existing Eldon Grove Academy SFA**");
- C. The Parties have agreed to amend and re-state the terms of the Existing Master Funding Agreement and the Existing Eldon Grove Academy SFA, on the terms set out in 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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Master Funding Agreement shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 3 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing Master Funding Agreement but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Eldon Grove Academy SFA** shall be amended and re-stated in the form of the Amended Eldon Grove Academy SFA set out in Schedule 4 (the "**Amended Eldon Grove Academy SFA**"). For the avoidance of doubt, the Amended Eldon Grove Academy SFA does not terminate or suspend the Existing Eldon Grove Academy SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

5. 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.
6. 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

7. 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:-)



Shirley

Duly authorised by the Secretary of State for Education

Date 24 August 2016

EXECUTED as a deed by
Extol Academy Trust acting
by:

.....
Director

Print name.....

Date.....

Witnessed by

Full name.....

Address.....

Occupation.....

J.D. Deville

J.D. DEVILLE

29.07.16

R. G. T. H.

Signature

RICHARD GARTLAND

23 STERNINGHAM AV, DARLINGTON

DEPUTY CHIEF EXECUTIVE

Schedule 1

Existing Master Funding Agreement

Schedule 2

Existing Eldon Grove Academy SFA

Schedule 3

Amended Master Funding Agreement

Schedule 4

Amended Eldon Grove Academy SFA