

**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) **Malmesbury School (to be renamed The Athelstan Trust on or around 1 March 2015)** (company registration number 07699625) of Malmesbury School, Corn Gastons, Malmesbury Wiltshire, SN16 0DF (the "**Company**")

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

INTRODUCTION

- A. The Parties have entered into a funding agreement on 16 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 terms of the Existing FA, in accordance with the terms of this Deed to form a multi academy trust.
- C. The Company 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 Company 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 deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

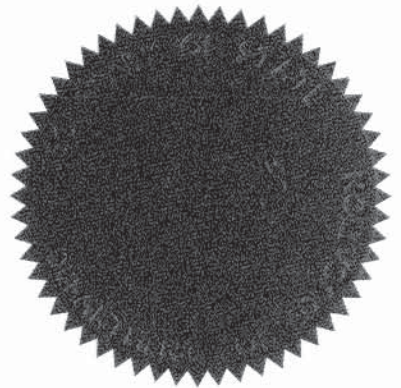
5. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-)
)
)


..... Anthony Foot
Duly authorised by the Secretary of State for Education

Date..... 27/2/2015



EXECUTED as a deed by
Academy Trust acting by:


.....
Director

Print name..... DEBORAH GRAY

Date.....

Witnessed by..... Ruth MacQuaide
Signature

Full name..... RUTH MACQUAIDE

Address..... MALMESBURY SCHOOL, CORNHASTON, SN16 0DF

Occupation..... PERSONAL ASSISTANT