

DEED OF VARIATION OF FUNDING AGREEMENTS

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) **Pioneer Academies Community Trust (PACT)**, a charitable company incorporated in England and Wales with registered company number 8255683 whose registered address is at Pack Head Office (Old School House), Carlton Primary Academy, Fish Dam Lanes, Barnsley, South Yorkshire S71 3HF (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 30 November 2012 which was varied by Deeds of Variation dated 13 March 2014 and 28 October 2016, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of Carlton Primary Academy on 30 November 2012 which was varied by Deeds of Variation dated 13 March 2014 and 28 October 2016, a copy of which is contained in Schedule 1 (the "**Existing Carlton SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of Parkside Primary Academy on 30 November 2012 which was varied by Deeds of Variation dated 13 March 2014 and 28 October 2016, a copy of which is contained in Schedule 1 (the "**Existing Parkside SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of Summerfields Primary Academy on 30 November 2012 which was varied by Deeds of Variation dated 13 March 2014 and 28 October 2016, a copy of which is contained in Schedule 1 (the "**Existing Summerfields SFA**"); and
- E. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Carlton SFA, the Existing Parkside SFA and the Existing Summerfields 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 MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 2 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but further 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 Carlton SFA** shall be amended and re-stated in the form of the Amended Carlton SFA set out in Schedule 3 (the "**Amended Carlton SFA**"). For the avoidance of doubt, the Amended Carlton SFA does not terminate or suspend the Existing Carlton SFA but further amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Parkside SFA shall be amended and re-stated in the form of the Amended Parkside SFA set out in Schedule 4 (the "**Amended Parkside SFA**"). For the avoidance of doubt, the Amended Parkside SFA does not terminate or suspend the Existing Parkside SFA but further amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Summerfields SFA shall be amended and re-stated in the form of the Amended Summerfields SFA set out in Schedule 5 (the "**Amended Summerfields SFA**"). For the avoidance of doubt, the Amended Summerfields SFA does not terminate or suspend the Existing Summerfields SFA but further amends and re-states it.

GOVERNING LAW AND JURISDICTION

6. 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.
7. 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

8. 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:-)

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

Date.....

EXECUTED as a deed by
Pioneer Academies
Community Trust acting by:

.....
Director

Print name.....

Date.....

Witnessed by
Signature

Full name.....

Address.....

Occupation.....

Schedule 1

Existing MFA, Existing Carlton SFA, Existing Parkside SFA and Existing Summerfields SFA

Schedule 2
Amended Master Funding Agreement

Schedule 3
Amended Carlton SFA

Schedule 4

Amended Parkside SFA

Schedule 5

Amended Summerfields SFA