

HEALING MULTI ACADEMY TRUST

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) **HEALING MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07345756 whose registered office is at Low Road, Healing, Grimsby, North East Lincolnshire, DN41 7QD (the "**Company**").

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

INTRODUCTION

- A. The Parties, through a deed of variation, entered into a master funding agreement on 31 March 2014, a copy of which is contained in Schedule 1 (the "**Existing MFA**");
- B. The Parties entered into a supplemental funding agreement in respect of Healing School - A Science Academy on 31 March 2014, a copy of which is contained in Schedule 2 (the "**Existing Healing School - A Science Academy SFA**");
- C. The Parties entered into a supplemental funding agreement in respect of Healing Primary Academy on 26 August 2014, a copy of which is contained in Schedule 3 (the "**Existing Healing Primary Academy SFA**").
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Healing School - A Science Academy SFA, and the Existing Healing Primary 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 MFA shall be amended and re-stated in the form of the Amended Master Funding Agreement set out in Schedule 4 (the "**Amended MFA**"). For the avoidance of doubt, the Amended MFA 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 Healing School - A Science Academy SFA shall be amended and re-stated in the form of the Amended Healing School - A Science Academy SFA set out in Schedule 5 (the "**Amended Healing School - A Science Academy SFA**"). For the avoidance of doubt, the Amended Healing School - A Science Academy SFA does not terminate or suspend the Existing Healing School - A Science Academy SFA but 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 Healing Primary Academy SFA shall be amended and re-stated in the form of the Amended Healing Primary Academy SFA set out in Schedule 6 (the "**Amended Healing Primary Academy SFA**"). For the avoidance of doubt, the Amended Healing Primary Academy SFA does not terminate or suspend the Existing Healing Primary 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:-)
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Duly authorised by the Secretary of State for Education

Date 26 May 2016



EXECUTED as a deed by **HEALING MULTI ACADEMY TRUST** acting by:

G Walker
Director

Print name GRAHAM WALKER

Date 17.05.16

Witnessed by

MR Knapp
Signature

Full name MARK KNAPTON

Address HEALING SCHOOL, HEALING, GRIMSBY, DN11 7QD

Occupation PRINCIPAL

Schedule 1

Existing MFA

Schedule 2

Existing Healing Science Academy SFA

Schedule 3

Existing Healing Primary Academy SFA

Schedule 4

Amended MFA

Schedule 5

Amended Healing Science Academy SFA

Schedule 6

Amended Healing Primary Academy SFA