

DATED

29/9/ 2011

DEED OF VARIATION

DARBYS

**Darbys Solicitors LLP
52 New Inn Hall Street
Oxford
OX1 2DN
Ref: 68327.5 (SLC)**

THIS DEED IS DATED

29/9/ 2011

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION (SoS).**
- (2) **MYTON SCHOOL TRUST** a company limited by guarantee registered in England and Wales (company number 07669416) whose registered office is at Myton School, Myton Road, Warwick CV34 6PJ (**Myton**).

BACKGROUND

- (A) This deed is supplemental and collateral to the funding agreement dated [DATE] and made between (1) the SoS and (2) Myton (**Funding Agreement**).
- (B) The SoS and Myton have agreed to vary the Funding Agreement on the terms set out in this deed.

AGREED TERMS

1. VARIATIONS OF THE FUNDING AGREEMENT

1.1 Variations made

From and including the date of this deed, the Funding Agreement shall be read and construed as varied by the addition of the following clause as a new clause:

"82(A) Grants paid by the Secretary of State shall only be used by the Academy Trust for purposes listed in Article 4(a) of the Articles. Such funds shall not be used by the Academy Trust for purposes listed in Article 4(b) of the Articles without the prior written consent of the Secretary of State except where the use of such funds for a charitable purpose set out in Article 4(b) is merely incidental to their use for a main or predominant charitable purpose set out in Article 4(a) of the Articles"

1.2 Funding Agreement remains in force

The Funding Agreement shall remain fully effective as varied by this deed and the terms of the Funding Agreement shall have effect as though the provisions contained in this deed had been contained in the Funding Agreement with effect from the date of this Deed.

2. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims)

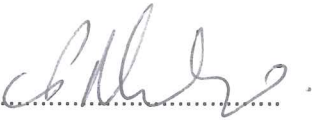
shall be governed by and construed in accordance with the law of England and Wales.

3. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of Myton by:


.....


Director

.....


Director/Secretary

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....


Duly Authorised

