

DATED 30 April 2019 ~~2018~~

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE BAY LEARNING TRUST (2)

DEED OF VARIATION

DEED OF VARIATION OF MASTER FUNDING AGREEMENT

THIS DEED is made the day of 2019

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) **The Bay Learning Trust** a charitable company incorporated in England and Wales with registered company number 07588464 whose registered address is at The Lodge Ripley St Thomas CE Academy, Ashton Road, Lancaster, England, LA1 4RR

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

INTRODUCTION

- A. The Parties entered into a Master Funding Agreement dated 23 May 2017 (the "**Existing Master Funding Agreement**") set out in Schedule 1A.
- B. The Parties have agreed to amend and re-state the terms of the Existing Master Funding Agreement on the terms set out in this Deed.

1. INTERPRETATION

- 1.1 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. IT IS AGREED as follows:

- 2.1 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 1B (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. GOVERNING LAW AND JURISDICTION

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, 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.
- 3.2 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-

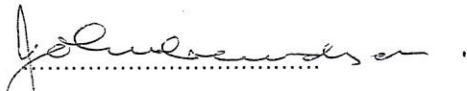
contractual disputes or claims).

3. COUNTERPARTS

4.1 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 date first above written.

EXECUTED as a deed by **The Bay Learning Trust**, acting by:


.....
Director

.....
Director

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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)




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Duly authorised by the Secretary of State for Education

SCHEDULE 1A – the Existing Master Funding Agreement

SCHEDULE 1B – the Amended Master Funding Agreement