

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 15th day of NOVEMBER 2017

BETWEEN

- (1) The Secretary of State for Education (the "**Secretary of State**"); and
- (2) The Ascent Academies' Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08098007 together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 1 August 2012 (the "**SFA**") relating to the establishment, maintenance and funding of Portland Academy (the "**Academy**") in accordance with the SFA.
- B. The Parties entered into a Deed of Variation dated 27 June 2014, which replaced the SFA with a new supplemental funding agreement for the Academy (the "**Existing SFA**").
- C. The Parties entered into a Deed of Variation and Termination dated 14 August 2015 which amended and re-stated the terms of the Existing SFA.
- D. The Parties now wish to vary and amend certain terms and conditions of the Existing SFA in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Existing SFA.

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 Existing SFA.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Existing SFA shall be amended as follows:
 - 2.1.1 Page 3 of the Existing SFA is varied to read as follows:

"Planned number of places: 159"
 - 2.1.2 Clause 2.C of the Existing SFA is varied to read as follows:

"The planned number of places at the Academy is 159 places in the age range of 11 – 19."
- 2.2 Except as varied by this Deed, the Existing SFA shall remain in full force and effect.

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 English law.


3.2 The parties irrevocably agree that the English courts 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).

4. 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 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



EXECUTED as a deed by The Ascent Academies' Trust, acting by:

.....

Director

.....

Director/Secretary

OR

EXECUTED as a deed by The Ascent Academies' Trust, acting by:


.....

Director

In the presence of:

W
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T
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Sign



Name

MICHAEL LITTLE

Address

52 ATLESFORD MEWS, SUNDERLAND, SR2 9HZ

Occupation

ACCOUNTANT