

TRANSFORMING FUTURES MULTI ACADEMY TRUST LIMITED

**DEED OF VARIATION
OF THE
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) **Transforming Futures Multi Academy Trust Limited**, a charitable company incorporated in England and Wales with registered company number 10038640 whose registered address is at Unit 3 Ensign House Parkway Court, Longbridge Road, Plymouth, PL6 8LR (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 21 January 2019, 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 the **ACE Schools Plymouth** on 27 May 2016 , a copy of which is contained in Schedule 2 (the "**Existing ACE Schools Plymouth SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the **Courtlands School** on 31 January 2017 , a copy of which is contained in Schedule 3 (the "**Existing Courtlands School SFA**");
- D. The Parties have entered into a supplementary funding agreement, within in respect of the **ACE Tiverton Special School** on 21 January 2019, a copy of which is contained in Schedule 4 (the "**Existing ACE Tiverton Special School SFA**"); and
- E. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing **ACE Schools Plymouth SFA**, the Existing **Courtslands School SFA** and the Existing **ACE Tiverton Special School 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 5 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but 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 ACE Schools Plymouth SFA** shall be amended and re-stated in the form of the Amended ACE Schools Plymouth SFA set out in Schedule 6 (the "**Amended ACE Schools**

Plymouth SFA”). For the avoidance of doubt, the Amended ACE Schools Plymouth SFA does not terminate or suspend the Existing ACE Schools Plymouth 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 **Courtlands School**SFA shall be amended and re-stated in the form of the Amended Courtlands School SFA set out in Schedule 7 (the “**Amended Courtlands School SFA**”). For the avoidance of doubt, the Amended Courtlands School SFA does not terminate or suspend the Existing Courtlands School SFA but 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 **ACE Tiverton Special School** SFA shall be amended and re-stated in the form of the Amended ACE Tiverton Special School SFA set out in Schedule 8 (the “**Amended ACE Tiverton Special School SFA**”). For the avoidance of doubt, the Amended ACE Tiverton Special School SFA does not terminate or suspend the Existing ACE Tiverton Special School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. 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.
4. 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

5. 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.

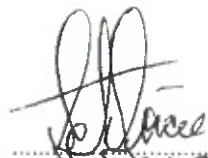
EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)




Duly authorised by the Secretary of State for Education

Date 11/6/2021

EXECUTED as a deed by
**Transforming Futures Multi
Academy Trust Limited**
acting by:


Director CEO
Print name GAVIN BREWER
Date.....

Witnessed by 
Full name Becky Woods
Address Ensign House
Occupation Estates Manager