

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 25 day of August 2020

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Learn@ MAT (the "**Company**") a charitable company incorporated in England and Wales with registered number 10377760; together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 24 August 2017 as subsequently varied by a deed of variation between the Parties on 10 October 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Lansdown Park Academy (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2020 the Supplemental Funding Agreement shall be amended as follows:
 - (a) in the Summary Sheet on page 4:
 - (i) replace the capacity number of "65" with a capacity number of "100";
 - (ii) replace the age range of "8 to 16" with an age range of "5 to 16"; and
 - (iii) replace the satellite site address with "satellite sites: part of the former Bath Community Academy site at Rush Hill, Bath BA2 2QL and the Endeavour Building and common parts situate at Broadlands Academy, St Francis Road, Keynsham, Bristol BS31 2DY";
 - (b) replace existing clause 2.B with the following new clause 2.B:

"2.B The planned number of places at the Academy is 100 places in the age range 5 to 16. The planned number of places and the age range is / are not determinative of GAG. GAG for each Academy Financial Year will be determined by the Secretary of State in accordance with clauses 3.12 and 3.15 of the Master Agreement."

- (c) replace existing version 3 (clause 4) with the following new version 3 (clause 4):

"[version 3: existing site held under private lease(s)]

The parties' rights and obligations in respect of the Land are set out in private leases to be entered into between (1) Bath and North East Somerset Council; and (2) the Academy Trust and a licence to occupy to be entered into between (1) Academies Enterprise Trust (company registration number 06625091) and (2) the Academy Trust."

- 2.2 Except as varied by this Deed, the Supplemental Funding Agreement 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).

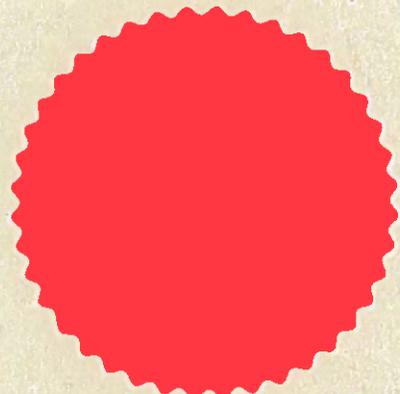
4. Counterparts

- 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.

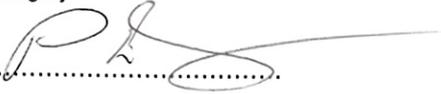
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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


.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Learn@ MAT,
acting by:



.....

Director

In the presence of:

W Sign *R Watkin*
I
T Name REBECCA WATKIN
N
E Address [REDACTED] 188 2 06
S
S Occupation CHARTERED ACCOUNTANT