

JIGSAW LEARNING TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

THIS DEED OF VARIATION IS DATED: 1 September 2017

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) **JIGSAW LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 08277622 whose registered address is at Fulwell Infant School Academy, Ebdon Lane, Fulwell, Sunderland, Tyne and Wear SR6 8ED (the **Company**).

together referred to as the **Parties**.

INTRODUCTION

- A. The Parties entered into a funding agreement for the purposes of a single academy on 27th November 2012, a copy of which is contained in Schedule 1 (the **Existing FA**). At the time of entry into the Existing FA, the Company's registered name was Fulwell Infant School Academy and the Company has subsequently changed its name to Jigsaw Learning Trust.
- B. The Company now intends to run more than one academy.
- C. The Parties therefore now wish to vary and amend the terms of the Existing FA, in accordance with the terms of this Deed, to form a multi academy trust.

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 Master Funding Agreement (as defined in clause 3 below).
- 2. The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 3. The Secretary of State and the Company agree that, with effect from the date of this Deed, the Existing FA shall be amended by being restated in its entirety in the form of the terms of the master funding agreement contained in Schedule 2 (the **Master Funding Agreement**) and separating other provisions into the supplemental funding agreement contained in Schedule 3 (the **Supplemental Funding Agreement**).
- 4. As varied by this Deed, the Existing FA shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

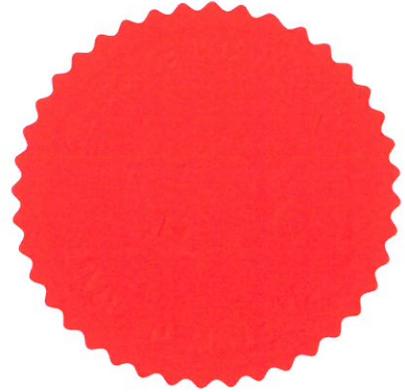
5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
6. The Parties irrevocably agree that the courts of England 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

7. 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.

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

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



[Handwritten signature]
.....

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
JIGSAW LEARNING TRUST
acting by two directors:

[Handwritten signature]
.....

Director

Print name HILARY HARTNACK

[Handwritten signature]
.....

Director

Print name HILARY AKIEN

Schedule 1

Existing FA