

**TOLLBAR MULTI ACADEMY TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT**

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) **TOLLBAR MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08085503 whose registered address is at Tollbar Academy, Station Road, New Waltham, Grimsby, North East Lincolnshire, DN36 4RZ (the "**Company**").

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 29 August 2012, which was amended and re-stated by an amended master funding agreement contained in a deed of variation dated 30 August 2013 (the "**Existing MFA**"), a copy of which is contained in Schedule 1;
- B. The Parties have entered into a supplementary funding agreement in respect of Tollbar Academy on 29 August 2012, which was amended and re-stated by an amended supplementary funding agreement contained in a deed of variation dated 30 August 2013 (the "**Existing Tollbar Academy SFA**"), a copy of which is contained in Schedule 2;
- C. The Parties have entered into a supplementary funding agreement in respect of Cleethorpes Academy on 29 August 2012, which was amended and re-stated by an amended supplementary funding agreement contained in a deed of variation dated 30 August 2013 (the "**Existing Cleethorpes Academy SFA**"), a copy of which is contained in Schedule 3;
- D. The Parties have entered into a supplementary funding agreement in respect of Reynolds Academy on 30 August 2013 (the "**Existing Reynolds Primary Academy SFA**"), a copy of which is contained in Schedule 4; and
- E. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Tollbar Academy SFA, the Existing Cleethorpes Academy SFA and the Existing Reynolds Primary Academy 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 further 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 Tollbar Academy SFA** shall be amended and re-stated in the form of the Amended Tollbar Academy SFA set out in Schedule 6 (the "**Amended Tollbar Academy SFA**"). For the avoidance of doubt, the Amended Tollbar Academy SFA does not terminate or suspend the Existing Tollbar Academy SFA but further 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 Cleethorpes Academy SFA shall be amended and re-stated in the form of the Amended Cleethorpes Academy SFA set out in Schedule 7 (the "**Amended Cleethorpes Academy SFA**"). For the avoidance of doubt, the Amended Cleethorpes Academy SFA does not terminate or suspend the Existing Cleethorpes Academy SFA but further 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 Reynolds Primary Academy SFA shall be amended and re-stated in the form of the Amended Reynolds Primary Academy SFA set out in Schedule 8 (the "**Amended Reynolds Primary Academy SFA**"). For the avoidance of doubt, the Amended Reynolds Primary Academy SFA does not terminate or suspend the Existing Reynolds Primary Academy SFA but further amends and re-states it.

#### **GOVERNING LAW AND JURISDICTION**

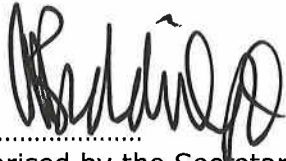
6. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
7. The Parties irrevocably agree that the courts of England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

8. 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:- )

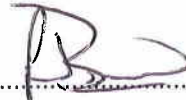


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Duly authorised by the Secretary of State for Education

Date 24 October 2015



**EXECUTED** as a deed by  
**TOLLBAR MULTI ACADEMY**  
**TRUST** acting by:



.....  
Director

Print name P. J. Bowd

Date 19.10.15

Witnessed by



.....  
Signature

Full name ADAM ALSTHORPE

Address WILKIN CHAMMAN CLP

Occupation SOLICITOR

**Schedule 1**

**Existing MFA**

**Schedule 2**

**Existing Tollbar Academy SFA**

**Schedule 3**

**Existing Cleethorpes Academy SFA**

**Schedule 4**

**Existing Reynolds Primary Academy SFA**

**Schedule 5**

**Amended Master Funding Agreement**

**Schedule 6**

**Amended Tollbar Academy SFA**

**Schedule 7**

**Amended Cleethorpes Academy SFA**

**Schedule 8**

**Amended Reynolds Primary Academy SFA**