

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the ^{4th} day of *February* 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Energy Coast UTC Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07912940, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 25 July 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties entered into a UTC Single Funding agreement ("**the Existing Funding Agreement**") dated 25 July 2013 relating to the establishment, maintenance and funding of a University Technical College, a copy of which is annexed hereto at Schedule 1.
- C. The Parties have agreed to amend and re-state the terms of the Existing 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 Amended Funding Agreement (as defined in clause 2 below).

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed, the Existing Funding Agreement shall be amended and restated in the form of the UTC Single Funding Agreement set out in Schedule 2 ("**the Amended Funding Agreement**").
- 2.2 For the avoidance of doubt, the Amended Funding Agreement set out in Schedule 2 does not terminate or suspend the Existing Funding Agreement, but amends and restates it.

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

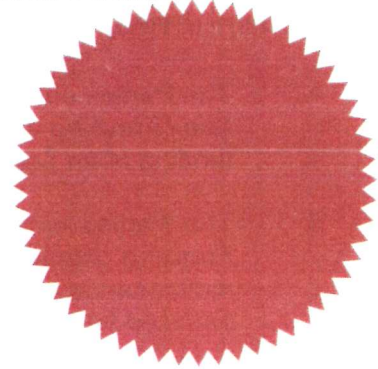
or its subject matter or formation (including non-contractual disputes or claims).

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:-)



[Handwritten signature]
.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Energy Coast UTC Trust
acting by:

[Handwritten signature]
.....
Director

[Handwritten signature]
.....
Director/Secretary

In the presence of:

W Sign *[Handwritten signature]*
I Name L. DEVLIN
T Address REDACTED.
N Occupation OFFICE MANAGER / PRINCIPAL'S EXECUTIVE
E ASSISTANT
S
S