WEAVER TRUST LIMITED

DEED OF VARIATION OF FUNDING AGREEMENT

Dated: 2 6 / 0 3 / **2021**

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) **Weaver Trust Limited**, a charitable company incorporated in England and Wales with registered company number 10605768 whose registered address is at Barnton Community Primary School, Townfield Lane, Barton, Northwich, Cheshire CW8 4QL (the "**Company**").

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

INTRODUCTION

A. The Parties have entered into a master funding agreement on 23 March 2017, a copy of which is contained in Schedule 1 of this Deed, (the **"Existing MFA**").

B. The Parties have also entered into a supplementary funding agreement in respect of Barnton Community Nursery and primary School on 23 March 2017, a copy of which is contained in Schedule 2 of this Deed (the "**Existing Barnton SFA**"); and

C. The Parties have agreed to amend and re-state the terms of the Existing MFA and the Existing Barnton 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).

VARIATION

IT IS AGREED as follows:

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 3 of this Deed (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 Barnton SFA** shall be amended and re-stated in the form of the Amended Barnton SFA set out in Schedule 4 of this Deed (the "**Amended Barnton SFA**"). For the avoidance of doubt, the Amended Barnton SFA does not terminate or suspend the Existing Barnton 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.

Type text here

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 26/3/2021

EXECUTED as a deed by
Weaver Trust Limited acting
by:

.....
Director

Print name.....DIANE WRIGHT

Date.....

Witnessed by .....
Signature

Full name...S. Barricott

Address...53 Darvel rd, Willenhall, WV12 4TU

Occupation...IT Field tech

Schedule 1

Existing MFA

Schedule 2

Existing Barnton SFA

Schedule 3
Amended Master Funding Agreement

Schedule 4

Amended Barnton SFA