DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 30 day of October 2013

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) The NEWPORT GIRLS' HIGH SCHOOL ACADEMY TRUST, (the "**Company**") a charitable company incorporated in England and Wales, with registered number 07521640 together, the "**Parties**".

INTRODUCTION

A. The Parties have entered into a funding agreement relating to the establishment, maintenance and funding of Newport Girls' High School Academy Trust opened on 4/1/2011 (the "**Funding Agreement**").

B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.

C. This Deed is supplemental to the 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 Funding Agreement.

2. Variation of the Funding Agreement

2.1 The Parties agree that with effect from the date of this Deed Clause 78 of the Funding Agreement shall be deleted and replaced with the following clause:

78
At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to such percentage (if any) as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Academy Trust shall use such carried forward amount for such purpose, or subject to such restriction on its use, as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust."

2.2 Except as varied by this Deed, the 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

Education
Funding
Agency

Education Funding Agency
Podium 38, Mowden Hall
Darlington
Co Durham
DL3 9BG

4 NOV 2013

Dear Colleague

Please find enclosed, the signed and sealed Deed of Variation in relation to the funding agreement carry forward clause.

Yours Sincerely

Michael Walton

Michael Walton
Education Funding Agency

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 NEWPORT GIRLS' HIGH SCHOOL ACADEMY T
acting by:

....

Director **Director/Secretary**

OR

EXECUTED as a deed by
NEWPORT GIRLS' HIGH SCHOOL ACADEMY TRUST,
acting by:

.....

Director

In the presence of:

W	Sign
I	
T	Name
N	
E	Address
S	
S	Occupation