

THE SHARED LEARNING TRUST

DEED OF VARIATION

29th July 2016

DEED OF VARIATION

This Deed is dated the

29th July

2016

The parties to this Deed are:

- (1) **The Secretary of State for Education** (the "**Secretary of State**");
- and -
- (2) **The Shared Learning Trust** (formerly Barnfield Academy Trust) a charitable company incorporated in England and Wales with company registration number 05958361, having its registered office at 1-9 York Street, Luton, LU2 0EZ (the "**Company**"),

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

INTRODUCTION

- (A) The Parties have entered into a master funding agreement on 24 May 2007, as varied by deeds of variation between the Parties dated 31 January 2011 and 4 September 2012 (the "Existing MFA").
- (B) The Parties have entered into a supplemental funding agreement in respect of Barnfield Vale Academy dated 4 September 2012 as amended by a deed of variation dated 27 February 2015 (the "Barnfield Vale SFA").
- (C) The Parties have entered into a supplemental funding agreement in respect of Barnfield West Academy dated 31 January 2011, as amended by deeds of variation dated 4 September 2012 and 27 February 2015 (the "Barnfield West SFA").
- (D) The Parties have entered into a supplemental funding agreement in respect of Barnfield South Academy dated 31 January 2011, as amended by deeds of variation dated 4 September 2012 and 27 February 2015 (the "Barnfield South SFA").
- (E) The Parties are party to a supplemental funding agreement in respect of Moorlands Free School by virtue of deed of novation and variation dated 27 February 2015 in respect of the Barnfield Moorlands Free School ("Barnfield Moorlands SFA").
- (F) The Parties are party to a supplemental funding agreement in respect of Barnfield Studio School by virtue of a deed of novation and variation dated 27 February 2015 in respect of the Barnfield Studio School (the "Barnfield Studio SFA").
- (G) The Company on 3 July 2015 changed its name from "Barnfield Academy Trust" to "The Shared Learning Trust".
- (H) The Parties now wish to vary and amend the terms of the Existing MFA, the Barnfield Vale SFA, the Barnfield West SFA, the Barnfield South SFA, the Barnfield Moorlands SFA and the Barnfield Studio SFA (together, "the Funding Agreements") and wish to record their agreement as to such variations/amendments by this Deed of Variation.

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 Funding Agreements.
2. The Parties agree that with effect from the date of this Deed:
 - 2.1 all references in the Funding Agreements to "the Barnfield Academy Trust" shall be deleted and replaced with "The Shared Learning Trust"; and

2.2 the Barnfield Vale SFA, the Barnfield West SFA, the Barnfield South SFA, the Barnfield Moorlands SFA and the Barnfield Studio SFA shall be amended in accordance with **Schedule 1** of this Deed.

3. As varied by this Deed, the Funding Agreements shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

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


5. 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 any non-contractual disputes or claims).

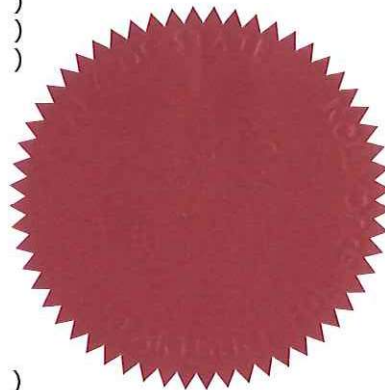
COUNTERPARTS

6. 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.


EXECUTED AND DELIVERED AS A DEED by the Parties on the 29th day of July 2016


The Corporate Seal of
THE SECRETARY OF STATE FOR EDUCATION
hereunto affixed is authenticated by:)
)
)


.....
**Duly Authorised by the Secretary
of State for Education**



THE SHARED LEARNING TRUST
acting by)
)


.....
Director
Print name: **BROWNE JAY RICHPORT**


.....
Director/Secretary
Print name: **ANDREW ROBERT COOPER**

SCHEDULE 1

Amendments

1. All references to "Barnfield Vale Academy" in the Barnfield Vale SFA shall be deleted and replaced with the words "The Vale Academy".
2. All references to "Barnfield West Academy" in the Barnfield West SFA shall be deleted and replaced with the words "The Chalk Hills Academy".
3. All references to "Barnfield South Academy" in the Barnfield South SFA shall be deleted and replaced with the words "The Stockwood Park Academy."
4. All references to "Barnfield Moorlands Free School" in the Barnfield Moorlands SFA shall be deleted replaced with the words "The Linden Academy".
5. All references to "Barnfield Studio School" in the Barnfield Studio SFA shall be deleted and replaced with the words "The Studio School, Luton".