

DEED OF VARIATION TO THE FUNDING AGREEMENTS

THIS DEED is made the 18th day of February 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) BRIGHTER FUTURES EDUCATIONAL TRUST, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10359418, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a Master Funding Agreement on 26 October 2016 and varied by a deed of variation dated 28 January 2020.
- B. The Parties entered into a Supplemental Funding Agreement dated 26 October 2016 and varied by a deed of variation dated 28 January 2020, a deed of variation dated 26 September 2024 and a further deed of variation dated 29 November 2024 relating to the establishment, maintenance and funding of Larwood School in accordance with the Agreement.
- C. The Parties entered into a Supplemental Funding Agreement dated 28 January 2020 and varied by a deed of variation dated 28 September 2021 relating to the establishment, maintenance and funding of Brandles School in accordance with the Agreement.
- D. The above listed Master and Supplemental Funding Agreements shall be collectively referred to as the '**Funding Agreements**'.
- E. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreements in accordance with the terms of this Deed.
- F. This Deed is supplemental to the Funding Agreements.

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 Agreements.

2. VARIATION OF THE FUNDING AGREEMENTS

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreements shall be amended as follows:
 - a) Any reference to 'Larwood Academy Trust' shall be removed and replaced with 'Brighter Futures Educational Trust'.
- 2.2 Except as varied by this Deed, the Funding Agreements shall remain in full

force and effect.

3. Governing law and jurisdiction

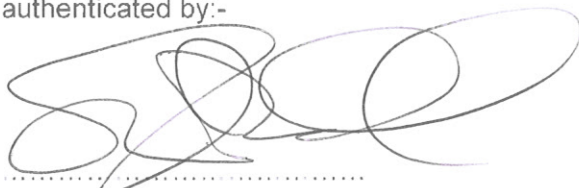
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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:-)
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Duly authorised by the Secretary of State for Education




EXECUTED as a deed by Brighter Futures Educational Trust
acting by:



Director

In the presence of:

W	Sign	
I	Name	CHARLOTTE COSSON
T	Address	34 GUN LANE, KNEBWORTH, SG3 6BH
N	Occupation	CHARTERED ACCOUNTANT
E		
S		
S		