

THE MEAD EDUCATIONAL TRUST

DEED OF VARIATION OF SUPPLEMENTAL FUNDING AGREEMENTS

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) **The Mead Educational Trust**, a charitable company incorporated in England and Wales with registered company number 09079258 whose registered address is at The Mead Centre, 343 Gipsy Lane, Leicester, Leicestershire, England, LE4 9DD (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a supplement funding agreement in respect of the **Hamilton Academy** on 30 August 2017, a copy of which is contained in Schedule 1 (the "**Existing Hamilton Academy SFA**");
- B. The Parties have entered into a supplement funding agreement in respect of the **Knighton Fields Primary Academy** on 26 May 2016, a copy of which is contained in Schedule 2 (the "**Existing Knighton Fields Primary Academy SFA**");
- C. The Parties have entered into a supplement funding agreement in respect of the **Northfield House Primary Academy** on 29 October 2015, a copy of which is contained in Schedule 3 (the "**Existing Northfield House Primary Academy SFA**");
- D. The Parties have entered into a supplement funding agreement in respect of the **Rowlatts Hill Primary Academy** on 30 March 2017, a copy of which is contained in Schedule 4 (the "**Existing Rowlatts Hill Primary Academy SFA**");
- E. The Parties have entered into a supplement funding agreement in respect of the **Rushey Mead Academy** on 29 October 2015, a copy of which is contained in Schedule 5 (the "**Existing Rushey Mead Academy SFA**");
- F. The Parties have entered into a supplement funding agreement in respect of the **Thurnby Lodge Primary Academy** on 30 June 2016, a copy of which is contained in Schedule 6 (the "**Existing Thurnby Lodge Primary Academy SFA**"); and
- G. The Parties have entered into a supplement funding agreement in respect of the **Willowbrook Primary Academy** on 26 May 2016, a copy of which is contained in Schedule 7 (the "**Existing Willowbrook Primary Academy SFA**"),

together known as the "**Existing SFAs**"; and

- H. The Parties have agreed to amend and re-state the terms of the Existing SFAs 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 master funding agreement entered into between the parties on 27 February 2019.
2. Not used.
3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Hamilton Academy SFA** shall be amended and re-stated in the form of the amended **Hamilton Academy SFA** set out in Schedule 8 (the "**Amended Hamilton Academy SFA**").
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Knighton Fields Primary Academy SFA** shall be amended and re-stated in the form of the amended **Knighton Fields Primary Academy SFA** set out in Schedule 9 (the "**Amended Knighton Fields Primary Academy SFA**").
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Northfield House Primary Academy SFA** shall be amended and re-stated in the form of the amended **Northfield House Primary Academy SFA** set out in Schedule 10 (the "**Amended Northfield House Primary Academy SFA**").
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Rowlatts Hill Primary Academy SFA** shall be amended and re-stated in the form of the amended **Rowlatts Hill Primary Academy SFA** set out in Schedule 11 (the "**Amended Rowlatts Hill Primary Academy SFA**").
7. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Rushey Mead Academy SFA** shall be amended and re-stated in the form of the amended **Rushey Mead Academy SFA** set out in Schedule 12 (the "**Amended Rushey Mead Academy SFA**").
8. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Thurnby Lodge Primary Academy SFA** shall be amended and re-stated in the form of the amended **Thurnby Lodge Primary Academy SFA** set out in Schedule 13 (the "**Amended Thurnby Lodge Primary Academy SFA**").
9. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Willowbrook Primary Academy SFA** shall be amended and re-stated in the form of the amended **Willowbrook Primary Academy SFA** set out in Schedule 14 (the "**Amended Willowbrook Primary Academy SFA**").

GOVERNING LAW AND JURISDICTION

10. 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.
11. 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

12. 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.

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.....

EXECUTED as a deed by **The
Mead Educational Trust**
acting by:



Director

Print name...

Date..... 23 August 2019

Witnessed by

Signature

Full name.

Address.....

Occupation..