DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 2022

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) The Mead Educational Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 09079258, whose registered office is c/o The Mead Centre, 343 Gipsy Lane, Leicester, LE4 9DD,

together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 30 August 2017 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an Academy, Orchard Mead Academy, in accordance with the Supplemental Funding Agreement which was subsequently amended further by way of a deed of variation dated 29 August 2019 and a deed of variation dated 28 September 2021 (the "**Previous Variations**").

B. The Parties now wish to vary and amend clause 2.C of the Supplemental Funding Agreement, as varied by the Previous Variations, in accordance with the terms of this Deed.

C. This Deed is otherwise supplemental to the Supplemental Funding Agreement and the Previous Variations.

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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement and the Previous Variations where applicable shall be amended and replaced as follows:

Clause 2.C shall be deleted and replaced with "The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned places for pupils with SEMH in the age range 11-16."

2.2 Except as varied by this Deed, the Supplemental Funding Agreement and the Previous Variations 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 **The Mead Educational Trust**, acting by:

[redacted]

[redacted]

Director/Secretary