

**DEED OF VARIATION
OF FUNDING AGREEMENT**

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**”);

(2) **Glenmere Langmoor Academy Trust** a charitable company incorporated in England and Wales with registered company number 08537140 whose registered address is at Langmoor Primary School , Kenilworth Drive, Oadby, Leicestershire LE2 5HS (“**the Company**”)

together referred to as the “**Parties**”.

INTRODUCTION

- A. The Parties have entered into a master funding agreement and supplemental funding agreements on 27 June 2013, copy of which are contained in Schedule 1 (the “**Existing FAs**”).
- B. The Parties have agreed to amend and re-state the terms of the Existing FAs, in accordance with the terms of this Deed.
- C. The Company intends to establish and maintain, and to carry on or provide for the carrying on an academy in accordance with the **Funding Agreements** (as defined below) and any agreement entered into between the parties which is supplemental to it.

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 Agreement (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing FAs shall be amended and re-stated in the form of the Funding Agreements contained in Schedule 2 (the “**Funding Agreements**”).

GOVERNING LAW AND JURISDICTION

- 3. 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.
- 4. 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

- 5. 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 on behalf of the Company by:

.....

Director

In the presence of:

Witness.....

Address.....

Occupation.....

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....

Duly Authorised

Execution by the Company as one of the parties to this deed can be either by a single director in the presence of a witness, or by two directors, or a director and company secretary

Schedule 1

Existing FAs

Schedule 2
Funding Agreements