

DATED 06 November 2018

(1) SECRETARY OF STATE FOR EDUCATION

AND

(2) DELTA ACADEMIES TRUST

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT
FOR THE JOHN WHITGIFT ACADEMY**

THIS DEED is made the 06 day of November 2018

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Delta Academies Trust (the "Company") a charitable company incorporated in England and Wales with registered number 07386086, previously registered as 'School Partnerships Trust Academies', together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 September 2011 (the "Funding Agreement") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement. This was subsequently amended and restated by a deed of variation on 22 August 2014 and further varied by a deed of variation dated 29 September 2016. The current version of the supplemental funding agreement is attached in Schedule 1 to this Deed (the "Supplemental Funding Agreement").
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

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 Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed.
- 2.2 For the avoidance of doubt, this Deed includes a variation of the capacity of the Academy from 797 in age range 11 to 16 to 900 in the age range 11 to 16. The Parties agree that, with effect from the date of this Deed, clause 2.5 of the Supplemental Funding Agreement shall be removed and replaced with the following:

"The planned capacity of the Academy is 900 in the age range 11-16 years."

- 2.2 Except as varied by this Deed, the Funding Agreement 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

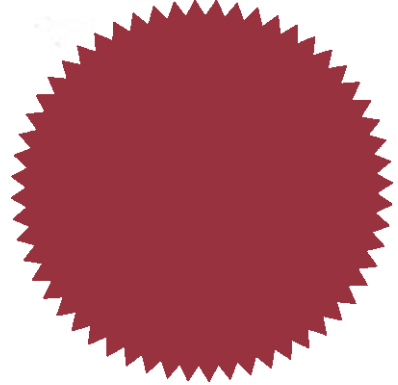
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-

[Redacted signature]

.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Delta Academies Trust acting by:

[Redacted signature]

.....
Director

In the presence of:

[Redacted area]

Occupation