

LIFE MULTI-ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

04 April 2019

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) Life Multi-Academy Trust, a charitable company incorporated in England and Wales with registered company number 07992438 whose registered address is at Bosworth Academy Leicester Lane, Desford, Leicester, Leicestershire, LE9 9JL (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 29 September 2016, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Bosworth Academy on 29 September 2016, a copy of which is contained in Schedule 2 (the "**Existing Bosworth Academy SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Kingsway Primary School on 20 December 2017, a copy of which is contained in Schedule 3 (the "**Existing Kingsway Primary School SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of the The Winstanley School on 21 December 2016, a copy of which is contained in Schedule 4 (the "**Existing The Winstanley School SFA**"); and
- E. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Bosworth Academy SFA, the Existing Kingsway Primary School SFA and the Existing The Winstanley School SFA, 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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 5 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but further amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Bosworth Academy SFA shall be amended

and re-stated in the form of the Amended Bosworth Academy SFA set out in Schedule 6 (the "**Amended Bosworth Academy SFA**"). For the avoidance of doubt, the Amended Bosworth Academy SFA does not terminate or suspend the Existing Bosworth Academy SFA but further amends and re-states it.

4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Kingsway Primary School SFA shall be amended and re-stated in the form of the Amended Kingsway Primary School SFA set out in Schedule 7 (the "**Amended Kingsway Primary School SFA**"). For the avoidance of doubt, the Amended Kingsway Primary School SFA does not terminate or suspend the Existing Kingsway Primary School SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing The Winstanley School SFA shall be amended and re-stated in the form of the Amended The Winstanley School SFA set out in Schedule 8 (the "**Amended The Winstanley School SFA**"). For the avoidance of doubt, the Amended The Winstanley School SFA does not terminate or suspend the Existing The Winstanley School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

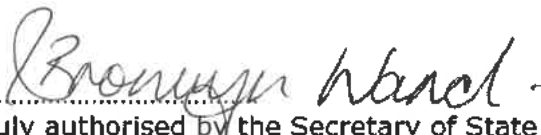
3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England 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 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 04 April 2019



EXECUTED as a deed by **Life Multi-Academy Trust** acting by:


Director

Print name CHRISTOPHER PARKINSON

Date 04 April 2019

Witnessed by 
Signature

Full name MRS JOANNE MERSON

Address 12 CARNATION CLOSE
LEICESTER LE3 3QU

Occupation PA to CEO

