

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 21st February 2022

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Emmanuel Schools Foundation, (the "**Company**") a charitable company incorporated in England and Wales with registered number 04464331, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a master funding agreement dated 16 February 2017 as varied by deed of variation dated 29 April 2019 (the "**Master Funding Agreement**") as well as a supplemental funding agreement dated 18 February 2002 as varied by deeds of variation on 16 February 2017 and 29 April 2019 relating to the establishment, maintenance and funding of The King's Academy (URN: 134223) (the "**Supplemental Funding Agreement**") in accordance with the Master 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 SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 The capacity number of 1325 as stated on page 4 of the Supplemental Funding Agreement shall be deleted and replaced with a capacity number of 1530; and

2.1.2 Clause 2.B of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with the following:

*The planned capacity of the Academy is 1530 in the age range 11-18, including a sixth form of 250 places, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.*

- 2.2 Except as varied by this Deed, the Supplemental 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:-



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



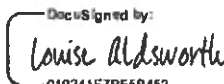
**EXECUTED** as a deed by Emmanuel Schools Foundation, acting by:

DocuSigned by:  
*Mark Pike*  
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**Director**

In the presence of:

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Sign   
Name Louise Aldsworth  
Address Trinity Academy, Church Balk, Thorne, Doncaster, DN8 5BY  
Occupation PA to Principal