

TUDOR GRANGE ACADEMIES TRUST

DEED OF VARIATION OF FUNDING AGREEMENTS

2015

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) **Tudor Grange Academies Trust**, a charitable company limited by guarantee incorporated in England and Wales with registered company number 07365748 whose registered address is at Tudor Grange Academy, Dingle Lane, Solihull, West Midlands B91 3PD (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a master funding agreement on 3 January 2013, a copy of which is contained in Schedule 1, (the "**First Existing MFA**").
- B. The Parties entered into a supplemental funding agreement in respect of the Tudor Grange Academy Solihull on 3 January 2013, a copy of which is contained in Schedule 2(the "**Existing Tudor Grange Academy Solihull SFA**");
- C. The Parties entered into a supplemental funding agreement in respect of Tudor Grange Primary Academy, St James on 3 January 2013, a copy of which is contained in Schedule 3 (the "**Existing Tudor Grange Primary Academy, St James SFA**");
- D. The Parties entered into a further master funding agreement on 23 December 2013, a copy of which is contained in Schedule 4 (the "**Second Existing MFA**");
- E. The Parties entered into a supplemental funding agreement in respect of the Tudor Grange Primary Academy, Haselor on 23 December 2013, a copy of which is contained in Schedule 5 (the "**Existing Tudor Grange Primary Academy, Haselor SFA**");
- F. The Parties entered into a supplemental funding agreement in respect of the Tudor Grange Academy Redditch on 17 March 2014, a copy of which is contained in Schedule 6 (the "**Existing Tudor Grange Academy Redditch SFA**");

- G. The Parties entered into a supplemental funding agreement in respect of the Tudor Grange Academy Worcester on 22 July 2014, a copy of which is contained in Schedule 7 (the "**Existing Tudor Grange Academy Worcester SFA**"); and
- D. The Parties have agreed to amend and re-state the terms of the following documents, on the terms set out in this Deed:
- i. The First Existing MFA;
 - ii. The Existing Tudor Grange Academy Solihull SFA;
 - iii. The Existing Tudor Grange Primary Academy, St James SFA;
 - iv. The Second Existing MFA;
 - v. The Existing Tudor Grange Primary Academy, Haselor SFA;
 - vi. The Existing Tudor Grange Academy Redditch SFA; and
 - vii. The Existing Tudor Grange Academy Worcester SFA.

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 First Existing MFA and the Second Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 8 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the First Existing MFA or the Second Existing MFA but 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 Tudor Grange Academy Solihull SFA shall be amended and re-stated in the form of the Amended Tudor Grange Academy Solihull SFA set out in Schedule 9 (the "**Amended Tudor Grange Academy Solihull SFA**"). For the avoidance of doubt, the Amended Tudor Grange Academy Solihull SFA does not terminate or suspend the Tudor Grange Academy Solihull SFA but 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 Tudor Grange Primary Academy, St James SFA shall be amended and re-stated in the form of the Amended Tudor Grange Primary Academy, St James SFA set out in Schedule 10 (the "**Amended Tudor Grange Primary Academy, St**

James SFA"). For the avoidance of doubt, the Amended Tudor Grange Primary Academy, St James SFA does not terminate or suspend the Existing Tudor Grange Primary Academy, St James 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 Tudor Grange Primary Academy, Haselor SFA shall be amended and re-stated in the form of the Amended Tudor Grange Primary Academy, Haselor SFA set out in Schedule 11 (the "**Amended Tudor Grange Primary Academy, Haselor SFA**"). For the avoidance of doubt, the Amended Tudor Grange Primary Academy, Haselor SFA does not terminate or suspend the Existing Tudor Grange Primary Academy, Haselor SFA but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Tudor Grange Academy Redditch SFA shall be amended and re-stated in the form of the Amended Tudor Grange Academy Redditch SFA set out in Schedule 12 (the "**Amended Tudor Grange Academy Redditch SFA**"). For the avoidance of doubt, the Amended Tudor Grange Academy Redditch SFA does not terminate or suspend the Existing Tudor Grange Academy Redditch SFA but amends and re-states it.
7. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Tudor Grange Academy Worcester SFA shall be amended and re-stated in the form of the Amended Tudor Grange Academy Worcester SFA set out in Schedule 13 (the "**Amended Tudor Grange Academy Worcester SFA**"). For the avoidance of doubt, the Amended Tudor Grange Academy Worcester SFA does not terminate or suspend the Existing Tudor Grange Academy Worcester 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.....

EXECUTED as a deed by **TUDOR
GRANGE ACADEMIES TRUST**
acting by:


.....
Director


.....
Director