

## **DEED OF VARIATION**

The parties to this Deed are:

- (1) The Secretary of State for Education ("the Secretary of State"),
- and -
- (2) Sharnbrook Academy Federation a charitable company incorporated in England and Wales with registered number 7500018 ("the Academy").

together referred to as the "Parties"

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 1 February 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of independent schools known as Harrod Priory Middle School, Lincroft School, Margaret Beaufort Middle School and Sharnbrook Upper School.
- B. The Parties varied and amended the terms of the Funding Agreement by Deeds of Variation dated 13 December 2012 and 9 August 2013
- C. The Parties now wish to further vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

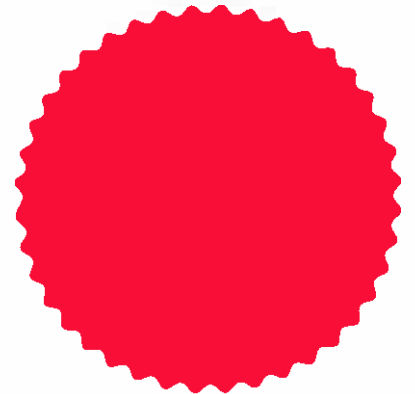
### **LEGAL AGREEMENT**

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed and the previous Deeds of Variation dated 13 December 2012 and 9 August 2013, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 27 day  
of FEBRUARY 2015


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

  
..... ANTHONY FOOT  
Duly Authorised by the Secretary of State for Education



Sharnbrook Academy  
Federation

acting by two directors or a  
director and a secretary

  
.....  
Director  
Print name..... IAN DEMING.....



## **Schedule 1**

### **Amendments to the Funding Agreement**

1. Sub-clause 15(a) of the Funding Agreement is amended by the addition at the end of the sub-clause of the following wording:-

*"In the event that there are insufficient nominees for election in accordance with this clause the Company may fill such vacancies by appointing to the Advisory Body parents of pupils at the Academy or (in the event that the Company is unable to make such appointments) parents of pupils at other Academies operated by the Company".*

2. Sub-clause 15(b) of the Funding Agreement is amended by the replacement of the word 'two' with the word 'three' such that the sub-clause will read:-

*"b) up to three employees at the Academy (to be elected by employees of the Academy) shall be members of the Advisory Body"*