

LIONHEART ACADEMY TRUST

**DEED OF VARIATION
OF FUNDING AGREEMENT**

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) **Lionheart Academy Trust a charitable company incorporated in England and Wales with registered number 08473899 of Ridge Way, Oadby, Leicester, Leicestershire, LE2 5TP ("the Company")**

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement, a copy of which is contained in Schedule 1, (the **"Existing MFA"**).
- B. The Parties have entered into Supplemental Funding Agreements in respect of Beauchamp College, Riverside Community Primary School Birstall and Highcliffe Primary School and Community Centre (the **"Existing SFAs"**), copies of which are contained in Schedule 2.
- C. The SFAs for Longslade Community College, Riverside Community Primary School Birstall and The Stonehill High School are contained in Schedule 3 (the **"Longslade and Stonehill SFAs"**).
- D. It is intended that Longslade Community College and The Stonehill High School merge on 1 September 2015 and that the schools be renamed "The Cedars Academy". The proposed SFA for the Cedars Academy is set out in Schedule 6.
- D. The Parties have therefore agreed to amend and re-state the terms of the Existing MFA, the Existing SFAs and the Longslade and Stonehill SFAs , in accordance with the terms of 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 Master Funding Agreement (as defined below) . For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed:-
 - 2.1 the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement contained in Schedule 4;

2.2 the Existing SFAs shall be amended and restated in the form of the Supplemental Funding Agreements contained in Schedule 5;

2.3 the Longslade and Stonehill SFAs shall be amended and restated in the form of The Cedars Academy Supplemental Funding Agreement contained in Schedule 6

GOVERNING LAW AND JURISDICTION

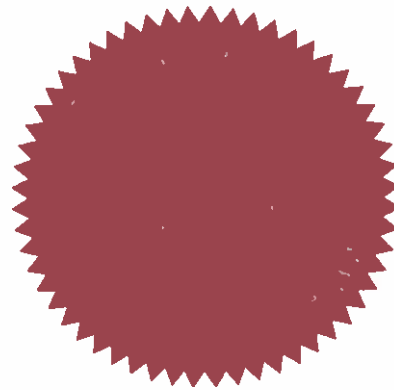
3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England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



David McLean
.....
Duly authorised by the Secretary of State for Education
Date 27 August 2015

EXECUTED as a deed by
LIONHEART ACADEMY
TRUST acting by:

Ian Harris
.....
Director
Print name IAN HARRIS

Date

Witnessed by D.S. Ash

Signature

Full name DAWN SUSAN ASH

Address 14 GRANGE CLOSE, GREAT GLEN,
LEICESTER LE8 9GD

Occupation ADMIN ASSISTANT