

THE ENQUIRE LEARNING TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

27 JULY 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) **The Enquire Learning Trust**, a charitable company incorporated in England and Wales with registered company number 08056907 whose registered address is at Unit 5 - Calder Park, Navigation Court, Wakefield WF2 7BJ (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 30 May 2013, 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:
- (a) the Buckingham Primary Academy on 30 May 2014, a copy of which is contained in Schedule 2 (the "**Existing Buckingham Primary Academy SFA**");
 - (b) the Eastfield Primary Academy on 31 July 2013, a copy of which is contained in Schedule 3 (the "**Existing Eastfield Primary Academy SFA**");
 - (c) the Elliston Primary Academy on 26 February 2015, a copy of which is contained in Schedule 4 (the "**Existing Elliston Primary Academy SFA**");
 - (d) the Hardwick Green Primary Academy on 30 May 2013, a copy of which is contained in Schedule 5 (the "**Existing Hardwick Green Primary Academy SFA**");
 - (e) the Harrow Gate Primary Academy on 28 August 2014, a copy of which is contained in Schedule 6 (the "**Existing Harrow Gate Primary Academy SFA**");
 - (f) the Hawthorns Primary Academy on 30 August 2013, a copy of which is contained in Schedule 7 (the "**Existing Hawthorns Primary Academy SFA**");
 - (g) the Humberston Cloverfields Primary Academy on 28 March 2014 which is contained in Schedule 8 as amended by a deed of variation dated 24 March 2015, a copy of which is contained in Schedule 8A (together the "**Existing Humberston Cloverfields Primary Academy SFA**");

- (h) the Keelby Primary Academy on 26 February 2015, a copy of which is contained in Schedule 9 (the "**Existing Keelby Primary Primary Academy SFA**");
 - (i) the Laceby Acres Primary Academy on 30 January 2014, a copy of which is contained in Schedule 10 (the "**Existing Laceby Acres Primary Academy SFA**");
 - (j) the Lime Tree Primary Academy on 30 April 2014, a copy of which is contained in Schedule 11 (the "**Existing Lime Tree Primary Academy SFA**");
 - (k) the Linden Road Primary Academy on 26 February 2015, a copy of which is contained in Schedule 12 (the "**Existing Linden Road Primary Primary Academy SFA**");
 - (l) the Manchester Road Primary Academy on 30 September 2014, a copy of which is contained in Schedule 13 (the "**Existing Manchester Road Primary Academy SFA**");
 - (m) the Middlethorpe Primary Academy on 04 October 2013, a copy of which is contained in Schedule 14 (the "**Existing Middlethorpe Primary Academy SFA**");
 - (n) the Roseberry Primary Academy on 29 September 2014, a copy of which is contained in Schedule 15 (the "**Existing Roseberry Primary Primary Academy SFA**");
 - (o) the Southcoates Primary Academy on 30 May 2014, a copy of which is contained in Schedule 16 (the "**Existing Southcoates Primary Academy SFA**"); and
 - (p) the Welholme Primary Academy on 27 August 2014, a copy of which is contained in Schedule 17 (the "**Existing Welholme Primary Academy SFA**").
- C. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing SFAs 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 18 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the 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:

- (a) the Existing Buckingham Primary Academy SFA shall be amended and re-stated in the form of the Amended Buckingham Primary Academy SFA set out in Schedule 19 (the "**Amended Buckingham Primary Academy SFA**"). For the avoidance of doubt, the Amended Buckingham Primary Academy SFA does not terminate or suspend the Existing Buckingham Primary Academy SFA but amends and re-states it;
- (b) the Existing Eastfield Primary Academy SFA shall be amended and re-stated in the form of the Amended Eastfield Primary Academy SFA set out in Schedule 20 (the "**Amended Eastfield Primary Academy SFA**"). For the avoidance of doubt, the Amended Eastfield Primary Academy SFA does not terminate or suspend the Existing Eastfield Primary Academy SFA but amends and re-states it;
- (c) the Existing Elliston Primary Academy SFA shall be amended and re-stated in the form of the Amended Elliston Primary Academy SFA set out in Schedule 21 (the "**Amended Elliston Primary Academy SFA**"). For the avoidance of doubt, the Amended Elliston Primary Academy SFA does not terminate or suspend the Existing Elliston Primary Academy SFA but amends and re-states it;
- (d) the Existing Hardwick Green Primary Academy SFA shall be amended and re-stated in the form of the Amended Hardwick Green Primary Academy SFA set out in Schedule 22 (the "**Amended Hardwick Green Primary Academy SFA**"). For the avoidance of doubt, the Amended Hardwick Green Primary Academy SFA does not terminate or suspend the Existing Hardwick Green Primary Academy SFA but amends and re-states it;
- (e) the Existing Harrow Gate Primary Academy SFA shall be amended and re-stated in the form of the Amended Harrow Gate Primary Academy SFA set out in Schedule 23 (the "**Amended Harrow Gate Primary Academy SFA**"). For the avoidance of doubt, the Amended Harrow Gate Primary Academy SFA does not terminate or suspend the Existing Harrow Gate Primary Academy SFA but amends and re-states it;
- (f) the Existing Hawthorns Primary Academy SFA shall be amended and re-stated in the form of the Amended Hawthorns Primary Academy SFA set out in Schedule 24 (the "**Amended Hawthorns Primary Academy SFA**"). For the avoidance of doubt, the Amended Hawthorns Primary Academy SFA does not terminate or suspend the Existing Hawthorns Primary Academy SFA but amends and re-states it;
- (g) the Existing Keelby Primary Academy SFA shall be amended and re-stated in the form of the Amended Keelby Primary Academy SFA set out in Schedule 25 (the "**Amended Keelby Primary Academy SFA**"). For the avoidance of doubt, the Amended Keelby

Primary Academy SFA does not terminate or suspend the Existing Keelby Primary Academy SFA but amends and re-states it;

- (h) the Existing Laceby Acres Primary Academy SFA shall be amended and re-stated in the form of the Amended Laceby Acres Primary Academy SFA set out in Schedule 26 (the "**Amended Laceby Acres Primary Academy SFA**"). For the avoidance of doubt, the Amended Laceby Acres Primary Academy SFA does not terminate or suspend the Existing Laceby Acres Primary Academy SFA but amends and re-states it;
- (i) the Existing Lime Tree Primary Academy SFA shall be amended and re-stated in the form of the Amended Lime Tree Acres Primary Academy SFA set out in Schedule 27 (the "**Amended Lime Tree Primary Academy SFA**"). For the avoidance of doubt, the Amended Lime Tree Primary Academy SFA does not terminate or suspend the Existing Lime Tree Primary Academy SFA but amends and re-states it;
- (j) the Existing Linden Road Primary Academy SFA shall be amended and re-stated in the form of the Amended Linden Road Primary Academy SFA set out in Schedule 28 (the "**Amended Linden Road Primary Academy SFA**"). For the avoidance of doubt, the Amended Linden Road Primary Academy SFA does not terminate or suspend the Existing Linden Road Primary Academy SFA but amends and re-states it;
- (k) the Existing Manchester Road Primary Academy SFA shall be amended and re-stated in the form of the Amended Manchester Road Primary Academy SFA set out in Schedule 29 (the "**Amended Manchester Road Primary Academy SFA**"). For the avoidance of doubt, the Amended Manchester Road Primary Academy SFA does not terminate or suspend the Existing Manchester Road Primary Academy SFA but amends and re-states it;
- (l) the Existing Middlethorpe Primary Academy SFA shall be amended and re-stated in the form of the Amended Middlethorpe Primary Academy SFA set out in Schedule 30 (the "**Amended Middlethorpe Primary Academy SFA**"). For the avoidance of doubt, the Amended Middlethorpe Primary Academy SFA does not terminate or suspend the Existing Middlethorpe Primary Academy SFA but amends and re-states it;
- (m) the Existing Roseberry Primary Academy SFA shall be amended and re-stated in the form of the Amended Roseberry Primary Academy SFA set out in Schedule 31 (the "**Amended Roseberry Primary Academy SFA**"). For the avoidance of doubt, the Amended Roseberry Primary Academy SFA does not terminate or suspend the Existing Roseberry Primary Academy SFA but amends and re-states it;

- (n) the Existing Southcoates Primary Academy SFA shall be amended and re-stated in the form of the Amended Southcoates Primary Academy SFA set out in Schedule 32 (the "**Amended Southcoates Primary Academy SFA**"). For the avoidance of doubt, the Amended Southcoates Primary Academy SFA does not terminate or suspend the Existing Southcoates Primary Academy SFA but amends and re-states it;
- (o) the Existing Welholme Primary Academy SFA shall be amended and re-stated in the form of the Amended Welholme Primary Academy SFA set out in Schedule 33 (the "**Amended Welholme Primary Academy SFA**"). For the avoidance of doubt, the Amended Welholme Primary Academy SFA does not terminate or suspend the Existing Welholme Primary Academy SFA but amends and re-states it; and
- (p) the Existing Humberston Cloverfields Primary Academy SFA shall be amended and re-stated in the form of the Amended Humberston Cloverfields Primary Academy SFA set out in Schedule 34 (the "**Amended Humberston Cloverfields Primary Academy SFA**"). For the avoidance of doubt, the Amended Humberston Cloverfields Primary Academy SFA does not terminate or suspend the Existing Humberston Cloverfields Primary Academy SFA but further amends and re-states it.

GOVERNING LAW AND JURISDICTION

- 4. 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.
- 5. 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

- 6. 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:-)

CA Appleby
.....
Duly authorised by the Secretary of State for Education
Date ~~27 JULY 2015~~



EXECUTED as a deed by The
Enquire Learning Trust
acting by:

R. Woods
.....
Director
Print name *Ronnie Woods*
.....
Date *24 July 2015*
.....

Witnessed by *[Signature]*
.....
Signature
Full name *MICHAEL WARD*
.....
Address *SWINGBURNE MADISON LLP*
VENTURE HOUSE; DURHAM DHISTS
.....
Occupation *SOLICITOR*
.....