DEED OF VARIATION TO THE FUNDING AGREEMENT FOR HOPE COMMUNITY SCHOOL

THIS DEED is made the 2016

day of

The Parties to this Deed are:

- (1) The Secretary of State for Education ("the Secretary of State"); and
- (2) New Generation Schools Trust, a charitable company incorporated in England and Wales with registered company number 7963778 ("the Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement on 24th April 2013, a copy of which is contained in **Schedule 1** ("the Existing Funding Agreement"), for Hope Community School (in Sidcup).
- B. The Company now wishes to form a multi academy trust as it intends to establish and maintain, and to carry on or provide for the carrying on of, a number of Academies.
- C. The Parties have therefore agreed to vary and amend the terms of the Existing Funding Agreement in accordance with the terms of this Deed.
- D. The Parties understand and acknowledge to each other that it is the intention of the Company to adopt new Articles of Association in the Department for Education's Model form and in terms agreed between the Secretary of State and the Company on or after the date hereof and that those Articles of Association will be the Company's operative Articles of Association from the date of their adoption in substitution for the Articles of Association annexed to the Existing Funding Agreement referred to below.

LEGAL AGREEMENT

1. The Parties agree that, with effect from the date of this Deed, the Existing Funding Agreement shall be amended and restated in the form of the Master Funding Agreement set out in **Schedule 2** and the Supplemental Agreement set out in **Schedule 3**.

- 2. For the avoidance of doubt, the Master Funding Agreement and Supplemental Agreement do not terminate or suspend the Existing Funding Agreement, but amend and re-state it.
- 3. This Deed and any dispute or claim arising out of or in connection with it or 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).

EXECUTED AND DELIVERED AS A DEED by the Parties on the day of 2016

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Executed on behalf of NEW GENERATION SCHOOLS TRUST by:		
	and	
Director		Director
The Corporate Seal of the SECRETARY OF STATE FOR EDUCATION hereunto affixed is authenticated by:		
		Duly authorised