

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 28th day of May 2020

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Greenwood Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 06864339, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement pursuant to a deed of novation and variation dated 27 April 2017 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Nethergate Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2020 the Funding Agreement shall be amended as follows:

2.1.1 The **summary sheet at page 4** shall be deleted and replaced with the following:

SUMMARY

Information about the Academy:

Name of Academy Trust	GREENWOOD ACADEMIES TRUST
Company number	06864339
Date of Master Funding Agreement	29 AUGUST 2014
Name of academy	NETHERGATE ACADEMY

Name of Academy Trust	GREENWOOD ACADEMIES TRUST
Opening date	1 MARCH 2012
Type of academy (indicate whether academy or free school)	SPECIAL ACADEMY
Name of predecessor school (where applicable)	NETHERGATE SCHOOL
Planned number of places	160
Age range	5 - 19
Number of sixth form places	21
Number of residential places	N/A
Land arrangements (Version 1-7 or other)	VERSION 2
Address and title number of Land	NETHERGATE ACADEMY, SWANSDOWNE DRIVE, CLIFTON, NOTTINGHAM, NOTTINGHAMSHIRE, NG11 8HX TITLE NUMBER: NT447364 (part of)

2.1.2 The second sentence of **clause 1.H** shall be replaced with:

"These categories may include, but are not limited to, Moderate Learning Difficulties (MLD) and Autistic Spectrum Disorder (ASD).

2.1.3 **Clause 2.C** shall be replaced with:

"The planned number of places at the Academy is 160 places in the age range 5-19, including a sixth form of 21 places."

2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts 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).

4. Counterparts

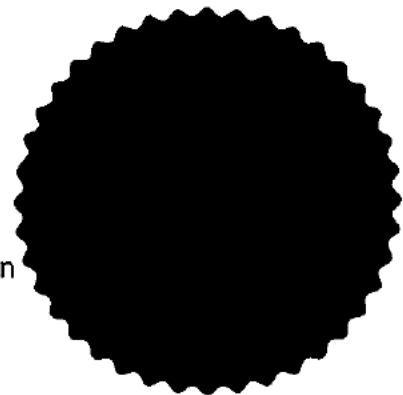
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate
seal of the **Secretary of State for Education**
authenticated by:-

[Redacted signature]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Greenwood Academies Trust,
acting by:

[Redacted signature]
.....

Director

In the presence of:

W Sign
I Name
T Address
N Occupat
E
S
S

[Redacted signature and details]