

THE GOSFORTH FEDERATED ACADEMIES LIMITED

DEED OF VARIATION OF FUNDING AGREEMENT

DATED:

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 GOSFORTH FEDERATED ACADEMIES LIMITED**, a charitable company incorporated in England and Wales with registered company number 07431423 whose registered address is at Knightsbridge Great North Road, Gosforth, Newcastle upon Tyne, Tyne and Wear, NE3 2JH (the "**Company**").

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

INTRODUCTION

A. The Parties have entered into:

- (a) a master funding agreement on 29 November 2010, as varied by a deed of variation dated 21 December 2017, a copy of which is contained in Schedule 1, (the "**Existing MFA**");
- (b) a supplemental funding agreement in respect of Gosforth Academy on 29 November 2010, as varied by a deed of variation dated 21 December 2017, a copy of which is contained at Schedule 2, (the "**Existing Gosforth Academy SFA**");
- (c) a supplemental funding agreement in respect of Gosforth Junior High Academy on 29 November 2010, as varied by a deed of variation dated 21 December 2017, a copy of which is contained at Schedule 3, (the "**Existing Gosforth Junior High Academy SFA**");
- (d) a supplemental funding agreement in respect of North Gosforth Academy on 21 December 2017, a copy of which is contained at Schedule 4, (the "**Existing North Gosforth Academy SFA**"); and
- (e) a supplemental funding agreement in respect of Jesmond Park Academy on 23 July 2019, a copy of which is contained at Schedule 5, (the "**Existing Jesmond Park Academy SFA**").

B. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Gosforth Academy SFA, the Existing Gosforth Junior High Academy SFA, the Existing North Gosforth Academy SFA and the Existing Jesmond Park Academy SFA on the terms set out in this Deed.

C. The Parties will also enter into a new master funding agreement, a copy of which is contained in Schedule 6, a new supplemental funding agreement in respect of Gosforth Academy, a copy of which is contained at Schedule 7, a new supplemental funding agreement in respect of Gosforth Junior High, a copy of which is contained at Schedule 8, a new supplemental funding agreement in respect of North Gosforth Academy, a copy of which is contained at Schedule 9 and a new supplemental funding agreement in respect of Jesmond Park Academy, a copy of which is contained at Schedule 10.

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 6 (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, the Existing Gosforth Academy SFA shall be amended and re-stated in the form of the Supplemental Funding Agreement set out in Schedule 7 (the "**Amended Gosforth Academy SFA**"). For the avoidance of doubt, the Amended Gosforth Academy SFA does not terminate or suspend the Existing Gosforth Academy SFA but amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Gosforth Junior High Academy SFA shall be amended and re-stated in the form of the Supplemental Funding Agreement set out in Schedule 8 (the "**Amended Gosforth Junior High Academy SFA**"). For the avoidance of doubt, the Amended Gosforth Junior High Academy SFA does not terminate or suspend the Existing Gosforth Junior High Academy SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing North Gosforth Academy SFA shall be amended and re-stated in the form of the Supplemental Funding Agreement set out in Schedule 9 (the "**Amended North Gosforth Academy SFA**"). For the avoidance of doubt, the Amended North Gosforth Academy SFA does not terminate or suspend the Existing North Gosforth Academy SFA but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Jesmond Park Academy SFA shall be amended and re-stated in the form of the Supplemental Funding Agreement set out in Schedule 10 (the "**Amended Jesmond Park Academy SFA**"). For the avoidance of doubt, the Amended Jesmond Park Academy SFA does not terminate or suspend the Existing Jesmond Park Academy SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

7. 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.
8. 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

9. 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:-)



[Signature]

Duly authorised by the Secretary of State for Education

Date 29/1/21

EXECUTED as a deed by The
Gosforth Federated
Academies Limited acting
by:

[Signature]

Director

Print name George Smith

Date

Witnessed by D. Gill

Signature

Full name Debbie Gill

Address 14 WATERBURY ROAD, BRUNTON PARK,
GOSFORTH, NESSAT

Occupation PA to the CEO,
GOSFORTH GROUP

Schedule 1

Existing MFA

Schedule 2

Existing Gosforth Academy SFA

Schedule 3

Existing Gosforth Junior High Academy SFA

Schedule 4

Existing North Gosforth Academy SFA

Schedule 5

Existing Jesmond Park Academy SFA

Schedule 6

Amended Master Funding Agreement

Schedule 7

Amended Gosforth Academy SFA

Schedule 8

Amended Gosforth Junior High Academy SFA

Schedule 9

Amended North Gosforth Academy SFA

Schedule 10

Amended Jesmond Park Academy SFA

