

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 27th day of January 2022

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Lionheart Educational Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08473899, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 27 March 2014 subsequently varied by deed on 27 August 2015 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of The Cedars Academy in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2021 clause 2.C of the Supplemental Funding Agreement shall be replaced with the following:

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 30 places for pupils with Speech Language and Communications needs and 10 places for pupils with Social Emotional Mental Health needs all in the age range 11-16.

- 2.2 The Parties also agree that with effect from 1 September 2021 the sections below on page four of the Supplemental Funding Agreement are varied:

<i>SEN unit/Resource provision</i>	<i>Thirty (30) place Speech Language and Communication need unit and ten (10) place Social Emotional Mental Health unit</i>
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- 2.3 Except as varied by this Deed, the Supplemental 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.

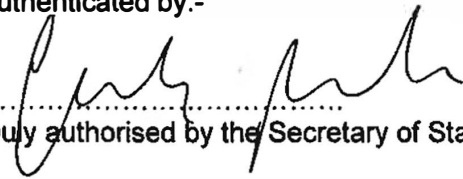
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**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:- )

  
.....  
Duly authorised by the Secretary of State for Education




EXECUTED as a deed by  
Lionheart Educational Trust,  
acting by:

  
.....

**Director**

In the presence of:

W Sign   
I  
T Name JENNIFER PIPER-GALE  
N Address LIONHEART EDUCATIONAL TRUST, SOUTH ALBION STREET  
S LEICESTER LE1 6JL.  
S Occupation DEPUTY CEO