

DEED OF NOVATION AND VARIATION
OF THE
FUNDING AGREEMENT FOR LYNDHURST JUNIOR SCHOOL (ACADEMY)

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**");
- (2) **KING'S GROUP ACADEMIES**, a charitable company incorporated in England and Wales with registered company number 09017776 whose registered address is at St Michael's College, Oldwood Road, Tenbury Wells, Worcestershire WR15 8PH ("**KGA**"); and
- (3) **LYNDHURST JUNIOR SCHOOL (ACADEMY)**, a charitable company incorporated in England and Wales with registered company number 08441780 whose registered address is at Crofton Road, Portsmouth, Hampshire PO2 0NT ("**LJSA**"),

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

INTRODUCTION

- A. Lyndhurst Junior School is an academy within the meaning of the Academies Act 2010 (the "**Academy**") and is currently operated by LJSA (a multi-academy trust).
- B. It is proposed that LJSA will transfer to KGA the assets, management and operation of the Academy under terms agreed by LJSA and KGA, and with effect from 00.01 am on 1 March 2016 ("**Transfer Date**"), KGA will assume responsibility for the management and operation of the Academy in succession to LJSA.
- C. The Secretary of State and LJSA entered into a Funding Agreement on 27 March 2013 (the "**Agreement**") for the maintenance and funding of the Academy (attached as Schedule 1).
- D. The Parties wish to novate the Agreement to KGA and the Secretary of State and KGA wish to vary the terms of the Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in

the Agreement, bear the meaning given to it in the Agreement.

NOVATION

2. LJSA transfers all its rights and obligations under the Agreement to KGA with effect from the Transfer Date. With effect from the Transfer Date, KGA shall enjoy all the rights and benefits of LJSA under the Agreement and all references to LJSA in the Agreement shall be read and construed as references to KGA.
3. With effect from the Transfer Date, KGA agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of LJSA.
4. With effect from the Transfer Date, The Secretary of State agrees to perform the Agreement and be bound by its terms in every way as if KGA were the original party to it in place of LJSA.

OBLIGATIONS AND LIABILITIES

5. With effect from the Transfer Date, LJSA and the Secretary of State release each other from all future obligations to the other under the Agreement.
6. Each of KGA and the Secretary of State will have the right to enforce the Agreement and pursue any claims and demands under the Agreement against the other with respect to matters arising before, on or after the date of this Deed as though KGA were the original party to the Agreement instead of LJSA.

INDEMNITY

7. LJSA agrees to indemnify KGA against any losses, liabilities, claims, damages or costs that KGA suffers or incurs under or in connection with the Agreement as a result of LJSA's failure to perform or satisfy its obligations under the Agreement on or before the Transfer Date.
8. KGA agrees to indemnify LJSA against any losses, liabilities, claims, damages or costs LJSA suffers or incurs under or in connection with the Agreement as a result of KGA's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

9. The Secretary of State and KGA agree that with effect from the Transfer Date the Agreement shall be amended and restated so as to take effect in the form of the Master Funding Agreement contained in Schedule 2 to this Deed and the corresponding Supplemental Funding Agreement contained in Schedule 3 to this Deed.
10. As varied by this Deed, the Agreement shall remain in full force and effect.
11. This Deed shall be governed by and interpreted in accordance with English law.

GOVERNING LAW AND JURISDICTION

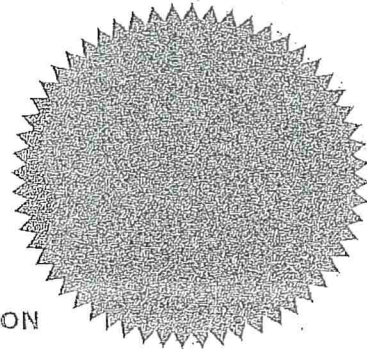
12. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).
13. This Deed, and any dispute 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.

COUNTERPARTS

14. 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:-)



Maire Ryan
.....

Duly authorised by the SECRETARY OF STATE FOR EDUCATION

Date..... *29 February 2016*

EXECUTED as a deed by KGA
acting by one director in the
presence of a witness:

Director *Jianne P Smith*
Print name..... *JIANNE P SMITH*
Date

Witness *A L Brooks*
Print name..... *A L BROOKS*
Address..... *Apartment 2 Esplanade
Grande Baie Road Port Louis*
Occupation..... *Teacher*

EXECUTED as a deed by LJSA
acting by one director in the
presence of a witness:

Director *S Martin*
Print name..... ~~*S J Martin*~~ *Susan Janet Martin*
Date..... *2*

Witness *Lance Anthony Terry*
Print name..... *LANCE ANTHONY TERRY*
Address..... *GLANVILLES
WEST WING
CAMS HALL
CAMS HILL
FAREHAM*
Occupation..... *SOLICITOR* *PO76 8AB*

Schedule 1
Agreement