

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the <sup>12<sup>th</sup></sup> day of <sup>2015</sup> February 2015

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Sevak Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 8267703, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplementary funding agreement dated on or about 13 June 2014 (the "**Supplementary Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as the Seva School in accordance with the Supplementary Funding Agreement. The Supplementary Funding Agreement is itself supplemental to a master funding agreement between the Parties, also entered into on 13 June 2014.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplementary 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 Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplementary Funding Agreement shall be amended as follows:

2.1.1 In clause 1.2 the definition of "the Land" shall be replaced with:

*"the Land" means the land (including for the avoidance of doubt all buildings structures landscaping and other erections situated at and known as Link House and Ashford House, Walsgrave Business Park, Coventry CV2 2TB, which land is registered under title number WK346958 and which is shown for the purposes of identification edged red on the plan attached as Annex 2 to this Agreement, making up the permanent site of the Academy;*

2.1.2 The plan attached as Annex 1 to this Deed shall replace the plan attached as and referred to as Annex 2 of the Supplementary Funding Agreement.

- 2.2 Except as varied by this Deed, the Supplementary 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:- )  
)  
)

*David McKean*  
.....  
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by the Sevak Education Trust, acting by:

*M. D. Mantun*  
.....  
Director


.....  
Director/Secretary

**OR**

EXECUTED as a deed by the Sevak Education Trust acting by:

*M. D. Mantun*  
.....  
Director

In the presence of:

W I T N E S S	Sign		
	Name	KATHRYN FORREST	
	Address	THE COTTAGE, 38 CLONTEA CROFTS	LEAMINGTON SPA
	Occupation	GOLF CLUB SECRETARY	CV32 6QG

**Annex A**

School - Link House, Ashford House and assumed indicative additional



*Mr W/antler  
Director*



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