DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR GREEN LANE PRIMARY ACADEMY

THIS DEED is made the 14 day of January 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) The Legacy Learning Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 11281425, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement by way of a deed of novation and variation dated 26 September 2023 as subsequently varied by deed of variation dated 18 June 2025 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Green Lane Primary 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 the date of this Deed the Supplemental Funding Agreement shall be amended to reflect a change to the age range from 3-11 to 2-11, to provide 20 places for two-year-olds with effect from 1 September 2025 as follows:

The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended to read:

"Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places) – 630 (plus 52 full time equivalent nursery places for 3 & 4 year olds and 20 full time equivalent nursery places for 2 year olds)"

Clause 2.B on page 10 of the Supplemental Funding Agreement shall be amended to read:

"The planned capacity of the Academy is 630 and the age range is 2 to 11, plus nursery provision of 52 full time equivalent places for 3 & 4 year olds and 20 full time equivalent places for 2 year olds, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school."

2.2 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:-)
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[redacted]

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
THE LEGACY LEARNING TRUST,
acting by:

[redacted]

Director

In the presence of:

WITNESS

Sign [redacted]

Name [redacted]

Address [redacted]

Occupation [redacted]