

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 26th day of March 2026

BETWEEN

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

and

(2) **Nexus Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 10075893 whose registered address is at Hilltop School Larch Road, Maltby, Rotherham, South Yorkshire, S66 8AZ (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 19 December 2022 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Kerwood Academy in accordance with the Supplemental Funding Agreement as amended by a deed of variation dated 28 August 2024 entered into between the Parties. A copy of the deed of variation dated 28 August 2024 is enclosed at Schedule 1.
- 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 as follows:
 - 2.1.1 Clause 2.C of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with:

"The planned number of places at the Academy is 180 places in the age range of 11-19, including a sixth form of 48 places. For the avoidance of doubt, where the specified age range would be a child's normal age group, the Academy is not prevented from considering applications made by the child's Parents under the relevant paragraph of the Schools Admissions Code

(‘Admission of children outside their normal age group’), to request that the child be admitted outside of their normal age group.”

- 2.1.2 The summary table entry for “Address and title number of Land (and Temporary Site)” to the Supplemental Funding Agreement shall be updated to include the following:

“Enterprise Works, 300 Meadowhall Way, Sheffield, S9 1EA, (SYK417723)”

“Unit 7, 1 Broadfield Close, Sheffield, S8 0XN (SYK528093 and SYK343704)”

- 2.1.3 New clauses, 4.O & 4.P, shall be inserted into the Supplemental Funding Agreement, after clause 4.N, to include the following wording:

“4.O The parties’ rights and obligations in respect of the Land are set out in the lease dated 27 June 2024 and made between (1) Meadowhall Opportunities Nominee 1 Limited and Meadowhall Opportunities Nominee 2 Limited and (2) Nexus Multi Academy Trust. For the purposes of this clause, ‘the Land’ has the meaning given to it in that lease”

“4.P The parties’ rights and obligations in respect of the Land are set out in the lease dated 13 June 2022 and made between (1) The RH Group Limited and (2) Nexus Multi Academy Trust. For the purposes of this clause, ‘the Land’ has the meaning given to it in that lease”

- 2.1.4 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

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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)

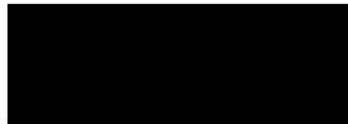


Duly authorised by the Secretary of State for Education

Date.. 26 March 2026



EXECUTED as a deed by
Nexus Multi Academy Trust
acting by:



Director

Print name..

Date.....

Witness

Full name

Address..

Occupation

