

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 7<sup>TH</sup> day of MARCH 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Orchard Hill College Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08476149, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 27 August 2013 and a deed of variation to that supplemental funding agreement on 19 December 2014 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Carew Academy (the "**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 2018, clause 4.1 of the Supplemental Funding Agreement shall be deleted and replaced with the following new clause 4.1:

"The planned number of places at the Special Academy is 230 in the age range 7 to 18 including a sixth form of 25 places."

- 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

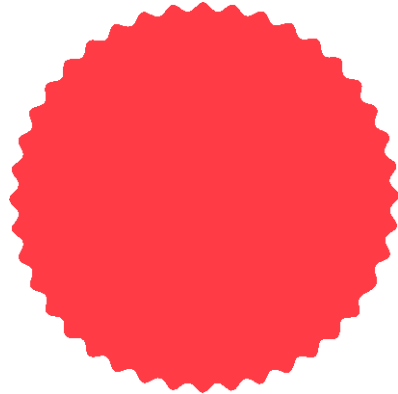
disputes or claims).

**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:- )  
)  
)



*[Handwritten Signature]*  
.....  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by **Orchard Hill College Academy Trust** acting by:

*[Handwritten Signature]*  
.....

**Director**

In the presence of:

W Sign *[Handwritten Signature]*  
I Name TRACEY GOODSELL  
T Address OHCA1, 8th Floor, Quadrant House, The Quadrant  
N Sutton, Sy SM2 SAS.  
E Occupation OHCA1 CLERK TO THE BOARD  
S  
S