

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 25 day of 08 - 2021

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 23 August 2016 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Nightingale Community 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 the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 The Summary Sheet on page 4 be amended so that the planned number of places of "93" shall be replaced with "120".

2.1.2 Clause 2.C shall be replaced with the following new clause 2.C:

"2.C With effect from 1 September 2021, the planned number of places at the Academy is 120 places in the age range 5 to 19, including a sixth form of 22 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.

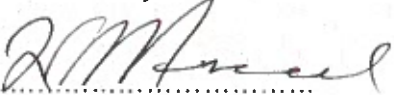
3.2 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by the Company

SIGNED by <u>JOHN PRIOR</u>	 _____
(Director name)	(Director sign)
Duly authorised on behalf of the Company	
IN THE PRESENCE OF A WITNESS	
Witness signature:	 _____
Witness name:	<u>BERNADETTE RIGGS</u>
Witness address:	<u>OHCAT</u>
	<u>QUADRANT HOUSE</u>
	<u>THE QUADRANT</u>
	<u>SUTTON SM2 5AS</u>