

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 1st day of ~~September~~ . 2023

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Chorus Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08289609, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 28 April 2016, as varied by deeds of variation dated 31 October 2017 and 28 November 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Silverdale School in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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 1 September 2023 the Funding Agreement shall be amended as follows:

Reference on the Summary Sheet to the Capacity number shall be read as:

1680

Reference on the Summary Sheet to the Number of sixth form places shall be read as:

435 from 1 September 2023;
440 from 1 September 2024;
460 from 1 September 2028; and
480 from 1 September 2029.

Clause 2.B shall be amended as follows:

The planned capacity of the Academy is 1680 in the age range 11-18, including a sixth form with the following places:

435 from 1 September 2023;
440 from 1 September 2024;
460 from 1 September 2028; and
480 from 1 September 2029.

Silverdale School (139167) Yorkshire and the Humber

The Academy will be an all ability inclusive school.

2.2 Except as varied by this Deed, the 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.

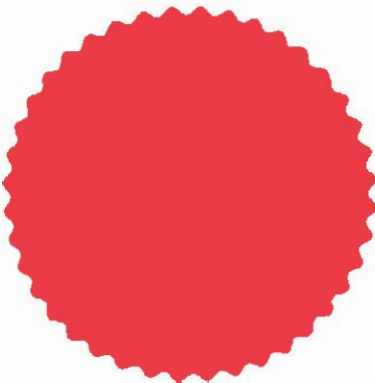
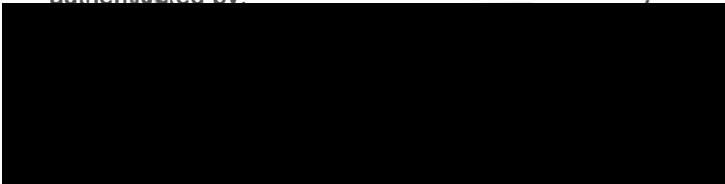
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims)

4. Counterparts

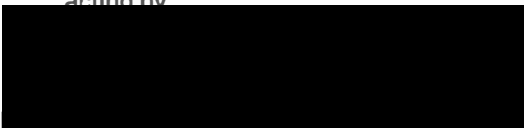
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-



EXECUTED as a deed by Chorus Education Trust, acting by:-



Director

In the presence of:

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