SECOND DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 3 day of November 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and

2) The **Charville Academy**, (the "**Charville** ") a charitable company incorporated in England and Wales with registered number **08451827**,

together, the "**Parties**".

Introduction

A. The Parties entered into a funding agreement dated on or about 29th April 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.

B. By a Deed of Variation dated 19th December 2023 ("the **First Deed of Variation**") the Parties agreed to vary the Funding Agreement in accordance with terms provided for in the Deed of Variation

C. The Parties now wish to vary further certain terms and conditions of the Funding Agreement (as amended by the First Deed of Variation) in accordance with the terms of this Deed.

C. This Deed is supplemental to the Funding Agreement (as amended by the First Deed of Variation).

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 the date of this Deed the Funding Agreement (as amended by the First Deed of Variation) shall be amended as follows:-

Clause 12.2

In line 2, the number '16' shall be deleted and the number '26' substituted.

2.2 Except as varied by this Deed, the Funding Agreement (as varied by the First Deed of Variation) shall remain in full force and effect.

2.3 Where there is any discrepancy between the terms of the Funding Agreement (as varied by the First Deed of Variation) and the terms of this Deed, the terms

of this Deed shall prevail

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 **Charville Academy**, acting by:

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Authorised Signatory

.....
Authorised Signatory