

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 26th day of August 2026

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Consortium Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 10255142, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by way of a deed of variation dated on or about 29 August 2023 (the “**Funding Agreement**”) relating to the funding of Warren School, an Academy 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 the date of this Deed the Funding Agreement shall be amended as follows:

SUMMARY

Under “Planned number of places” amend to read “189 including 1 of nursery age, 164 of statutory school age, and 25 above statutory school age”.

Under “Number of sixth form places” amend to read “25”.

Under “Address and title number of Land” add “Warren Lodge, St Benedict’s Road, Beccles NR34 9DE. Title number part of SK319049”

Under clause 1.H, add at the end of the clause “SLD”

Under clause 2.C, amend the first sentence to read, “The planned number of places at the Academy is 189 places in the age range 3 to 19 years, including a sixth form of 25 places.”

Under clause 4 “Land” amend the definition to read “means the land at Clarkes Lane, Oulton Broad, Lowestoft, Suffolk NR33 8HT being registered with title number SK391949 and the land at Warren Lodge, St Benedict’s Road, Beccles, Suffolk NR34 9DE being part of the land registered with title number SK319049 and demised by the Lease.”

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

