

DEED OF VARIATION TO SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 27 day of January 2026

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Sir John Brunner Foundation, (the "**Company**") a charitable company incorporated in England and Wales with registered number 11227336, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 26 March 2018 as amended and restated by a deed of variation dated 24 November 2021 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of the Sir John Deane's Sixth Form College.
- 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

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 2025 the Funding Agreement shall be amended as follows:
 - 2.1.1 The summary sheet on page 4 be varied by deleting the capacity number "1650" and replacing with "1990".
 - 2.1.2 Clause 2.B be deleted and replaced with: "*The planned capacity of the Academy is 1990 in the age range 16-19*".
- 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

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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[Redacted signature area]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **THE SIR JOHN BRUNNER FOUNDATION** acting by:

[Redacted signature area]

Director

In the presence of:

W Sign
I
T Name
N
E Address
S
S Occupation

[Redacted witness information area]