

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 26 day of August

2026

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Ambition Community Trust, (the "**Company**") a private company limited by guarantee incorporated in England and Wales with registered number 15653855, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 19th December 2024 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy with the name "Millbrook Primary 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 the date of this Deed the Funding Agreement shall be amended as follows:
 - (a) On page 4, Summary Sheet, the 10th row where the first column sets out "*Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)*" and the second column sets out "*210 plus 50 nursery places*", the wording in the second column shall instead read as "**210 plus 36 full time nursery places (or equivalent to 72 part time places)**",
 - (b) On page 4, Summary Sheet, the 11th row where the first column sets out "*Age range (including nursery provision where the nursery is part of the school)*" and the second column sets out "3-11", the wording in the second column shall instead read as "**2-11**",
 - (c) The first sentence of clause 2.B which says "*The planned capacity of the Academy is 210 and the age range is 3-11, plus nursery provision of 50 places*" shall be replaced with the words "**The planned capacity of the Academy is 210 and the age range is 2-11, plus nursery provision of 36 full time places (or equivalent to 72 part time places)**".
- 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.

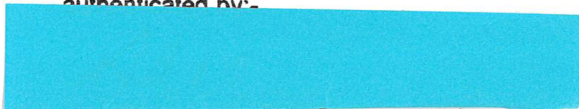
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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.

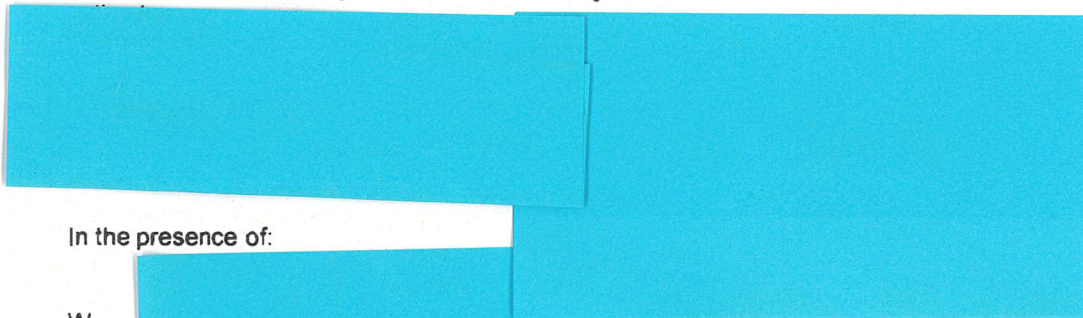
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Ambition Community Trust**,



In the presence of:

W
I
T
N
E
S
S

Occupation

