

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 16 day of May 2014

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Rosewood School Limited (trading as Rosewood Free School), (the "**Company**") a charitable company incorporated in England and Wales with registered number 7667999, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated 11 July 2012 (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 27<sup>th</sup> February 2013 (the "First Variation") the Funding Agreement was varied as regards the dates for the Academy Financial Year, the Academy Funding Year and the submission of indicative budgets
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement and the First Variation in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Funding Agreement and the First 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 shall be amended as follows:

In clause 4) the definition of "the Land" shall be replaced with:

*"the Land" means the land (including for the avoidance of doubt all buildings structures landscaping and other erections situated at and known as (i) The Bradbury Centre and (ii) extension to the School incorporating 5 new classrooms, staff and administration areas both at 300 Alder Moor Road, Southampton Hampshire SO16 5NA, making up the permanent site of the Academy;*

Also in clause 4) the definition of "the Lease" shall be replaced with:

*"the Leases" means the leasehold agreements or their equivalents between the Academy Trust and the Rose Road Association (the Landlord) in respect*

of the Land;

All references to "the Lease" shall be replaced with "the Leases".

2.2 Except as varied by this Deed, the Funding Agreement and the First Variation 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.

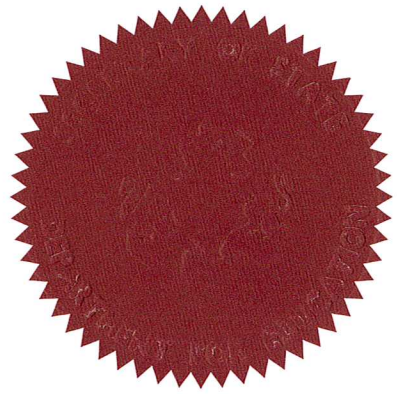
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**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.

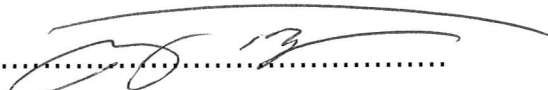
**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)



  
.....  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by the Rosewood School Limited, acting by:

  
.....  
**Director**

  
.....  
**Director/Secretary**