

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Rowan Learning Trust, incorporated in England and Wales with registered number 08010464 and whose registered office is at Hawkley Hall High School, Carr Lane, Hawkley Hall, Wigan WN3 5NY. ("the Academy");

together referred to as the "Parties"

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 1 May 2012 as amended by a Deed of Variation dated 30 August 2013 ("the Master Funding Agreement")
- B. The Parties entered into a supplemental funding agreement dated 30 August 2013 ("the Supplemental Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Kirkby High School.
- C. The Parties now wish to vary and amend the terms of the Supplemental Funding Agreement and wish to record their agreement as to such variations/amendments to the Supplemental Funding Agreement by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Supplemental Funding Agreement, bear the meaning given to it in the Supplemental Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended in accordance with the Schedule to this Deed.
- 3. As varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

- 4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 5. The Parties irrevocably agree that the courts of England and Wales shall 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).

COUNTERPARTS

- 6. 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.

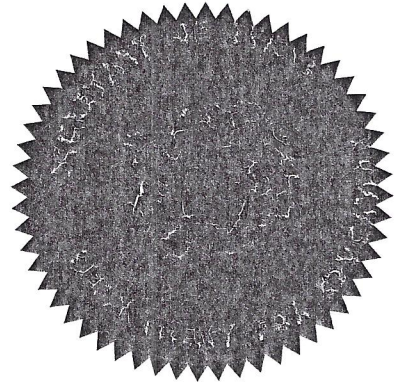
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



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Duly Authorised by the Secretary of State for Education

28/10/14



EXECUTED as a deed by
THE ROWAN LEARNING TRUST acting by:



.....
Director

Print name..... P. W. HALFORD

Date..... 6/10/14



.....
Director/Secretary

Print name..... GAWILSON

Date..... 6/10/14