

THE GOLD ROSE MAT LIMITED

DEED OF VARIATION OF FUNDING AGREEMENT

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **The Gold Rose MAT Limited**, a charitable company incorporated in England and Wales with registered company number 07988376 whose registered address is at Cippenham Infant School Dennis Way, Cippenham, Slough, Berkshire, England, SL1 5JP (the "**Company**").

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties have entered into a supplementary funding agreement in respect of the Cippenham Primary School on 1 April 2012 which was subsequently varied on 27 February 2015 and then again varied on 8 December 2015 by a Deed of Variation a copy of which is contained in Schedule 1 (the "**Existing Cippenham Primary School SFA**");
- B. The Parties have agreed to amend and re-state the terms of the Existing Cippenham Primary School SFA on the terms set out in this Deed.

LEGAL AGREEMENT

1. The Secretary of State and the Company agree that with effect from 1 September 2020, the **Existing Cippenham Primary School SFA** shall be amended and re-stated in the form of the Amended Cippenham Primary School SFA set out in Schedule 2 (the "**Amended Cippenham Primary School SFA**"). For the avoidance of doubt, the Amended Cippenham Primary School SFA does not terminate or suspend the Existing Cippenham Primary School SFA but further amends and re-states it.

GOVERNING LAW AND JURISDICTION

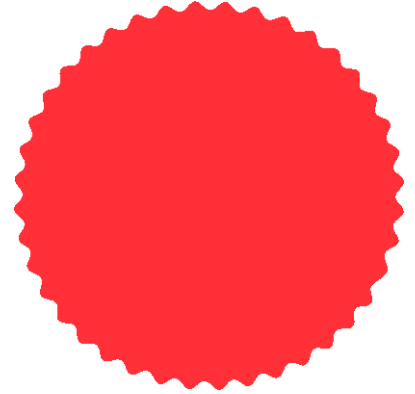
2. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
3. The Parties irrevocably agree that the courts of England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

4. 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.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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[Signature]
Duly authorised by the Secretary of State for Education
Date *29 April 2020*

EXECUTED as a deed by **THE GOLD ROSE MAT LIMITED** acting by:

[Signature]
Director
Print name.....NICOLA JAYNE WILLIS
Date.....1 APRIL 2020

[Signature]
Witnessed by
Full name.....LARA TEHABSIM
Address.....20 MISSENDEN GARDENS,
BURNHAM, SL1 6LB
Occupation.. COMPANY SECRETARY

Schedule 1

Existing Cippenham Primary School SFA

Schedule 2

Amended Cippenham Primary School SFA