

THE RICHARD ROSE TRUST

**DEED OF TERMINATION
OF
MASTER FUNDING AGREEMENT
FOR
THE RICHARD ROSE TRUST**

Dated

29 AUGUST

2014

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 RICHARD ROSE TRUST** (company Number 06422085) whose registered office is The Richard Rose Morton Academy, Wigton Road, Carlisle, CA2 6LB (the "Academy Trust"),

together referred to as the "Parties".

INTRODUCTION.

- A. The Academy Trust is responsible for the operation and management of Richard Rose Morton Academy and Richard Rose Central Academy (together the "Academies") which are academies within the meaning of the Academies Act 2010.
- B. The Academy Trust entered into a master funding agreement with the Secretary of State in respect of the operation of the Academies on 1st July 2008 (the "Master Funding Agreement").
- C. The Master Funding Agreement is supplemented by two supplemental funding agreements, one in respect of each of the Academies, which are also dated the 1st July 2008 (together the "Supplemental Funding Agreements").
- D. United Learning Trust is a multi-academy trust (registered company number 04439859) whose registered office is Fairline House, Nene Valley Business Park, Oundle, Peterborough, PE8 4HN ("ULT").
- E. It is intended that responsibility for the operation and management of the Academies shall transfer to ULT on 1st September 2014.
- F. Under separate deeds, the Supplemental Funding Agreements will be novated from the Academy Trust to ULT and amended and restated.
- G. Following the novation and amendment of the Supplemental Funding Agreements, the Parties agree to terminate the Master Funding Agreement.

NOW IT IS AGREED HEREBY AS FOLLOWS:

1 DEFINITIONS

In this Deed, unless the context otherwise requires, expressions defined in the Master Funding Agreement and used in this Deed shall have the meaning set out in the Master Funding Agreement.

2 TERMINATION OF THE FUNDING AGREEMENT

The Master Funding Agreement is terminated with immediate effect following the novation of the Supplemental Funding Agreements from the Academy Trust and their amendment and restatement. All provisions of the Master Funding Agreement, including any which are expressly stated in the Master Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

3 RELEASE AND WAIVER

Each party hereby releases and discharges the other from all claims or demands under or in connection with the Master Funding Agreement, whether arising before or on the date of this Deed, in each case whether known or unknown to either Party.

4 THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under or in connection with it.

5 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

6 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts in respect of all matters arising out of this Deed.

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:-)

[Handwritten Signature]
.....

Duly authorised by the Secretary of State for Education

Date 29/8/14.....

EXECUTED as a deed by **THE RICHARD ROSE TRUST**
acting by one director in the
presence of a witness:

Director *[Handwritten Signature]*.....

Print name GRAHAM HARVEY BROWNE.....

Date 20/8/2014.....

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