DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of

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BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Wythenshawe Catholic Academy Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 08440868, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a master funding agreement on 26 March 2013, a copy of which is contained in Schedule 1, (the "Existing MFA");
- B. The Parties have entered into a supplementary funding agreement in respect of St Paul's Catholic High School, a Voluntary Academy and Engineering College on 26 March 2013, a copy of which is contained in Schedule 2 (the "Existing St Paul's SFA");
- C. The Parties have entered into a supplementary funding agreement in respect of St Anthony's Catholic Primary School, a Voluntary Academy on 26 March 2013 a copy of which are contained in Schedule 3 (together the "Existing St Anthony's SFA");
- D. The Parties have entered into a supplementary funding agreement in respect of St Elizabeth's Catholic Primary School, a Voluntary Academy on 27 March 2014, a copy of which is contained in Schedule 4 (the "Existing St Elizabeth's SFA");
- E. The Parties have entered into a supplementary funding agreement in respect of Ss John Fisher & Thomas More Catholic Primary School, a Voluntary Academy on 26 March 2013, a copy of which is contained in Schedule 5 (the "Existing Ss JF&TM SFA");
- F. The Parties now wish to vary and amend certain terms and conditions of the Existing MFA, the Existing St Paul's SFA, the Existing St Anthony's SFA, the Existing St Elizabeth's SFA and the Existing Ss JF&TM SFA in accordance with the terms of this Deed.

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;
- 2.1.1 the Existing MFA shall be amended and re-stated in the form of the Master

Funding Agreement set out in Schedule 6 (the "Amended Master Funding Agreement"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it:

- 2.1.2 the Existing St Paul's SFA shall be amended and re-stated in the form of the Amended St Paul's SFA set out in Schedule 7 (the "Amended St Paul's SFA"). For the avoidance of doubt, the Amended St Paul's SFA does not terminate or suspend the Existing St Paul's SFA but amends and re-states it;
- 2.1.3 the Existing St Anthony's SFA shall be amended and re-stated in the form of the Amended St Anthony's SFA set out in Schedule 8 (the "Amended St Anthony's SFA"). For the avoidance of doubt, the Amended St Anthony's SFA does not terminate or suspend the Existing St Anthony's SFA but amends and re-states it:
- 2.1.4 the Existing St Elizabeth's SFA shall be amended and re-stated in the form of the Amended St Elizabeth's SFA set out in Schedule 9 (the "Amended St Elizabeth's SFA"). For the avoidance of doubt, the Amended St Elizabeth's SFA does not terminate or suspend the Existing St Elizabeth's SFA but amends and re-states it:
- 2.1.5 the Existing Ss JF&TM SFA shall be amended and re-stated in the form of the Amended Ss JF&TM SFA set out in Schedule 10 (the "Amended Ss JF&TM SFA"). For the avoidance of doubt, the Amended Ss JF&TM SFA does not terminate or suspend the Existing Ss JF&TM SFA but amends and re-states it

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.

| seal of the Secretary of State for Education authenticated by:- |)) |
|---|--------|
| Duly authorised by the Secretary of State for Educ | ation |

EXECUTED as a deed by The Wythenshawe Catholic Academy Trust, acting by:

Director

In the presence of:

Sign J. Man.

Name TRAM PHAN

Note Address Glasgers Solicitors UP, 1st James Square, Manchester, M2 BDN

Solicitors UP, 1st James Square, M2 BDN

Solicitors UP, 1st James Square, M2 BDN

Solicitors UP, 1st James Square, M3 BDN

Solicitors UP, 1st James

Existing MFA

Existing St Paul's SFA

Existing St Anthony's SFA

Existing St Elizabeth's SFA

Existing Ss JF&TM SFA

The Amended Master Funding Agreement

Schedule 7 Amended St Paul's SFA

Amended St Anthony's SFA

Amended St Elizabeth's SFA

Amended Ss JF&TM SFA

