



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.

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 Wythenshawe Catholic Academy Trust, acting by:

.....  
**Director** N.R. Johnson

In the presence of:

W Sign T. Pham  
I Name TRAM PHAN  
T Address Glaisyers Solicitors LLP, 1st James Square, Manchester, M2 6DN  
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S Occupation PARALEGAL  
S

Schedule 1  
Existing MFA

Schedule 2

Existing St Paul's SFA

Schedule 3

Existing St Anthony's SFA

Schedule 4

Existing St Elizabeth's SFA

Schedule 5

Existing Ss JF&TM SFA



Schedule 6

The Amended Master Funding Agreement

Schedule 7

Amended St Paul's SFA

Schedule 8

Amended St Anthony's SFA

Schedule 9

Amended St Elizabeth's SFA

Schedule 10

Amended Ss JF&TM SFA

