

This Deed is dated the 30th day of October 2018

The Parties to this Deed are:

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

and

(2) St Bede Church of England Primary Academy (company number 07628909) of Morris Green Lane, Bolton, Lancashire BL3 3 LJ (the 'Company')

Together referred to as the 'Parties'

1. Recitals;

1.1 The Company was formerly incorporated as a single school Academy.

1.2 The Company has amended its Articles and Memorandum of Association the 'Articles' to enable it to perform the functions of a multi academy trust. A copy of the company's revised Articles appear as Appendix 'A' to this deed.

1.3 The Parties entered into a model funding agreement 'Model Funding Agreement' dated the 1st July 2011 a copy of which appears as Appendix 'B' to this deed.

1.4 The Parties and The Manchester Diocesan Board of Education have entered into a Church Supplemental Agreement dated 30/10/18 a copy of which appears as Appendix 'C' to this deed.

1.5 The Parties have entered into a master funding agreement 'MFA' on the 2018 a copy of which is contained in Schedule 1 of this deed.

1.6 The Parties have entered into a supplemental funding agreement 'St Bede SFA' in respect of St Bede Church of England Primary Academy on the 2018 a copy of which is contained in Schedule 2 of this deed.

1.7 The Parties have entered into a supplemental funding agreement 'Tonge Moor SFA' in respect of Tonge Moor Primary Academy on the 30 October 2018 a copy of which is contained in Schedule 3 of this deed.

1.8 The Parties have agreed to amend and restate the terms of the 'Model Funding Agreement' on the terms set out in this deed.

2 Agreement:

2.1 Words, expressions and interpretations used in this deed shall, unless the context expressly requires otherwise, have the meanings given to them in, and shall be interpreted in accordance with the MFA, the St Bede SFA, and the Tonge Moor SFA.

2.2 The Secretary of State and the Company agree that with effect from the date of this deed, the Model Funding Agreement shall be amended and restated in the form of the MFA. For the avoidance of doubt the M F A does not terminate or suspend the Model Funding Agreement but amends and restates it.

2.3 The Secretary of State and the Company agree that with effect from the date of this deed, the St Bede SFA and the Tonge Moor SFA shall be supplemental to the MFA.

3. Governing Law and Jurisdiction:

3.1 This deed and any dispute or claim arising out of 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.

3.2 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 is in connection with this deed or its subject matter or formation.

4. Counterparts:

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.

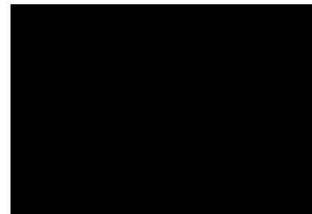
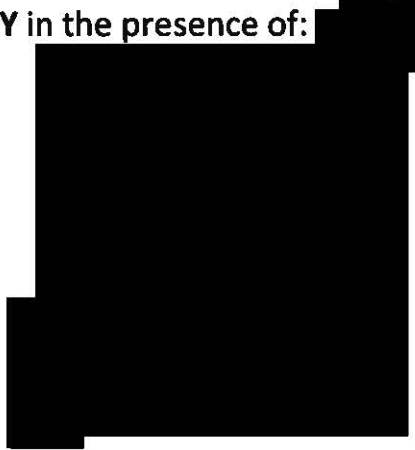
IN WITNESS whereof this Deed has been duly executed the day and year first before written

The Corporate Seal of THE SECRETARY OF STATE FOR EDUCATION hereunto affixed
Is authenticated by:



Duly Authorised

EXECUTED as a Deed on behalf of **ST BEDE CHURCH OF ENGLAND PRIMARY ACADEMY** in the presence of:



Widdows Pilling Co
Solicitors
2B Memorial Road
Walkden
Manchester
M28 3AQ