

DATED 28 March 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

BEACON MULTI ACADEMY TRUST LIMITED (2)

DEED OF VARIATION
relating to Funding Agreements

DEED OF VARIATION

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) Beacon Multi Academy Trust Limited, a charitable company incorporated in England and Wales with registered number 07835788 whose registered address is at Beal High School, Woodford Bridge Road, Ilford, Essex IG4 5LP (the "Academy").

together referred to as the "Parties"

INTRODUCTION

- A: The Parties entered into a master funding agreement on 29 January 2014 (the "Existing MFA").
- B: The Parties also entered into supplemental funding agreements relating to the establishment, maintenance and funding of independents schools as follows:
- i. Beal High School on 29 January 2014 as varied by a Deed of Variation dated 31 August 2018 (the "Existing Beal SFA");
 - ii. Forest Academy on 29 January 2014 as varied by a Deed of Variation dated 31 August 2018 (the "Existing Forest SFA"); and
 - iii. Beacon Business and Innovation Hub on or about 1 September 2014 (the "Exiting BBIH SFA")
- (together the "Existing SFAs").
- C: The Parties now wish to vary and re-state the terms of the Existing MFA and the Existing SFAs in accordance with the terms of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, unless the context otherwise requires, have the meaning given to them in, and shall be interpreted in accordance with, the New MFA (as defined in clause 2 below) For the avoidance of doubt, the Schedules form part of this Deed.
2. The parties agree that with effect from the date of this Deed:
 - 2.1 the Existing MFA shall be amended and re-stated in the form of the master funding agreement set out in Schedule 1 (the "New MFA");
 - 2.2 the Existing Beal SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 2 (the "New Beal SFA");
 - 2.3 the Existing Forest SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 3 (the "New Forest SFA"); and
 - 2.4 the Existing BBIH SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 4 (the "New BBIH SFA");
3. For the avoidance of doubt, the New MFA does not terminate or suspend the Existing MFA but further amends and re-states it. Save as varied by this Deed, the Existing MFA shall remain in full force and effect.

4. For the avoidance of doubt, the New Beal SFA, the New Forest SFA and the New BBIH SFA do not terminate or suspend the Existing SFAs but further amend and restate them. Save as varied by this Deed, the Existing SFAs shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

5. 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.
6. The Parties irrevocable agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of, on in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

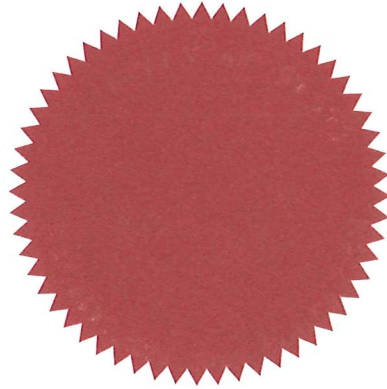
COUNTERPARTS

7. 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 together constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 28 day of March 2019

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:

A Hyde
Aleksandra Wasik - Hyde
Duly Authorised by the Secretary of State for Education



Executed as a deed by **BEACON MULTI ACADEMY TRUST LIMITED** acting by:

Em Sidwell
Director
Print name DR ELIZABETH SNWELL

Witnessed by *R. J. Cherry*:
Full name R. J. CHERRY
Address 25 OSPREY CL SNARESBROOK, EN 15Y.
Occupation (RETIRED)