

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Kibworth High School A Community Technology College a charitable company incorporated in England and Wales with registered number 7761713 ("the Academy Trust").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 30 September 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Kibworth High School A Community Technology College ("the Academy").
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

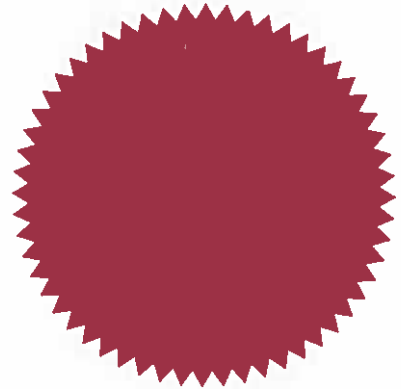
LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy Trust agree that the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed such amendment to take effect from 26 August 2015.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 8th day
of January 2014
2015

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

David McKee
.....
Duly Authorised by the Secretary of State for Education



The Kibworth High School A
Community Technology
College

acting by two directors or a
director and a secretary

Lise Wildman
.....
Director

Print name..... *Lise Wildman*.....

[Signature]
.....
[Redacted]

Schedule 1

Amendments to the Funding Agreement

1. Clause 9) of the Funding Agreement shall be amended to read:

9) In consideration of the Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as The Kibworth School ("the Academy") and having such characteristics as are referred to in clause 10, the Secretary of State agrees to make payments to the Academy Trust in accordance with the conditions and requirements set out in this Agreement. For the avoidance of doubt, any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon and given to the Academy Trust.
2. Any reference to the Academy in the Funding Agreement shall mean The Kibworth School.
3. Reference to 'Kibworth High School A Community Technology College' in the Funding Agreement shall be replaced by reference to 'The Kibworth School'.
4. Clause 17) of the Funding Agreement shall be deleted and replaced with:

17) The planned capacity of the Academy is 750 in the age range 11-16. The Academy will be an all ability inclusive school whose requirements for:

 - (a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
 - (b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
 - (c) pupil exclusions are set out in Annex D to this Agreement;