

DATED 1st October

2026

(1) RFC PROP CO LIMITED

and

(2) READING BOROUGH COUNCIL

S106A DEED OF VARIATION

Relating to land at

**MADEJSKI STADIUM, SMALLMEAD ROAD,
READING, RG2 0FL (also known as Royal Elm Park)**

Michael Graham
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street Reading
RG1 2LU
IKEN NO. 030966

THIS DEED is made the *first* day of *October*

2026

BETWEEN

- (1) **RFC PROP CO LIMITED** (Co. Regn. No. 09315720) whose registered office is at 5th Floor 24 Hanover Square, London, England, W1S 1JD (**"the First Owner"**); and
- (2) **READING BOROUGH COUNCIL** of Civic Offices, Bridge Street, Reading RG1 2LU (**"the Council"**).
- (together **"the Parties"**)

RECITALS:

- (A) This Deed constitutes a planning obligation within the meaning of the term in Section 106 of the 1990 Act.
- (B) For the purposes of the 1990 Act, the Council is the local planning authority for the Borough of Reading within which the Application Land is situated.
- (C) The First Owner is the owner of the freehold of part of the Application Land which forms part of the land registered at the Land Registry under title number BK468783 as identified on the Plan and has an interest in the Application Land in accordance with Section 106 (9)(c) of the 1990 Act.
- (D) The Planning Permission with Application No 160199 was granted to develop the Site (**"the Planning Permission"**) subject to the Principal Agreement dated 29 November 2018.
- (E) The Parties entered into a deed of variation dated 20 October 2023 (**"the First Deed of Variation"**) to vary the Principal Agreement.
- (F) The Parties wish to enter into this Deed to vary the terms of the Principal Agreement as set out in this Deed.
- (G) Save as expressly varied by this Deed, the provisions of the Principal Agreement varied by the First Deed of Variation shall remain in full force and effect.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply to this Deed:

Deed means this deed of variation dated *1st October 2026*

Monitoring Fee means the sum of SEVEN HUNDRED AND SIXTY POUNDS (£760.00) as a contribution towards the Monitoring Officer's costs of monitoring the provisions of this Deed;

Monitoring Officer means the Council's monitoring officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) (or any Directorate replacing it) as designated by the Council to monitor the obligations set out in this Deed;

Principal Agreement means the section 106 agreement entered into on 29 November 2018 and made between (1) RFC Prop Co Limited and (2) The Reading Football Club and (3) Reading Borough Council to secure mitigation for the Development permitted by the Planning Permission 160199.

1.2 All words and phrases defined in the Principal Agreement have the same meaning in this Deed unless explicitly stated otherwise.

1.3 The provisions of the Principal Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 so as to vary the Principal Agreement in the manner set out in this Deed and with the intent that the Principal Agreement (as varied pursuant to this Deed):

(a) are covenants and planning obligations to which these statutory provisions apply; and

(b) will bind the interests of the Parties and their successors in title and their assigns to each and every part of the Application Land in the manner set out in this Deed; and

(c) are enforceable by the Council as local planning authority.

2.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

2.3 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, byelaws,

statutory instruments, orders and regulations in exercise of their functions as a local authority.

2.4 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

2.5 Except as provided in this Deed, it is agreed between the Parties that this Deed is supplemental to and not in substitution for the Principal Agreement and that the terms of the Principal Agreement will continue in full force and effect, subject only to the provisions of this Deed.

3. COMMENCEMENT

The provisions in this Deed shall take effect immediately upon the completion of this Deed.

4. VARIATION TO PRINCIPAL AGREEMENT

4.1 The Parties agree that the Principal Agreement shall be varied as set out in clauses 4.2 and 4.3 below but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

4.2 Clause 5 in the Sixth Schedule shall be deleted in its entirety and replaced with the following:

The First Owner shall carry out the Land Management Measures and Remedial Works until the Council is satisfied that the waste and gases under the Application Land are unlikely to be a hazard to identified critical receptors in the context of the proposed development. In particular, ground gas risks should be characterised in accordance with the approaches outlined within British Standards and where appropriate, other current, relevant, authoritative guidance.

4.3 Clause 6 in the Sixth Schedule shall be deleted in its entirety and replaced with the following:

The First Owner shall continue to pay on the anniversary of the Implementation of the Development the Land Management Monitoring Contribution until the Land Management Measures and Remedial Works demonstrate to the Council's satisfaction that the waste and gases under the Application Land are unlikely to be a hazard to identified critical receptors in the context of the proposed development. In particular, ground gas risks should be characterised in accordance with the approaches outlined within British Standards and where appropriate, other current, relevant, authoritative guidance.

4.4 This Deed shall be read in conjunction with the Principal Agreement and the First Deed of Variation.

5. LEGAL COSTS

5.1 The First Owner shall pay to the Council before the date of completion of this Deed:

(a) the Council's reasonable and proper legal costs incurred in connection with the preparation completion and registration of this Deed; and

(b) the Monitoring Fee.

6 LAND CHARGES

This Deed shall be registered as a Local Land Charge pursuant to Section 106(11) of the 1990 Act and the Local Land Charges Act 1975.

7. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8. WAIVER

No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms of conditions or from acting upon any subsequent breach or default.

9. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10. TERMINATION

In the event that any provisions of this Deed or part of parts thereof are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or part of parts of the same.

11. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF) by)

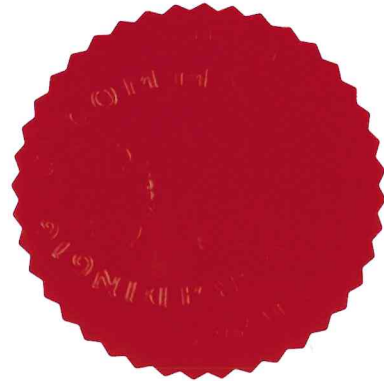
the affixing of THE COMMON)

SEAL of READING BOROUGH)

COUNCIL in the presence of:-

Authorised Signatory

Minute	See ODN 10/09/26
Originator	JS
Seal No.	404/26
Checked	A.B



F. ARSIHAN BILAL

Executed as a Deed by)
RFC PROP CO LIMITED acting by a)
director:)

x sign here:

Director

x print name:

In the presence of:

Witness signature:

x Witness sign here:

Witness name:

print name:

Witness address:

Witness occupation:

x

architect