

**COMPLETED ACQUISITION BY NAKANO OF THE VINEGAR AND PICKLES  
BUSINESSES OF PREMIER FOODS GROUP LIMITED**

**UNDERTAKINGS GIVEN BY NAKANO TO THE OFFICE OF FAIR TRADING  
PURSUANT TO SECTION 73 OF THE ENTERPRISE ACT 2002**

**WHEREAS:**

- (A) Nakano UK Holding Limited, through its subsidiary Nakano UK Vinegar Limited, acquired the vinegar and pickles in vinegar businesses (including the Middleton manufacturing plant with equipment, employees, the related customer and supply agreements, as well as the Sarson's and Dufrais vinegar brands and the Haywards pickles brand) of Premier Foods Group Limited (the "**Premier Assets**") by way of a business purchase that completed on 28 July 2012;
- (B) The OFT believes that, as a consequence of that transaction, a relevant merger situation has been created in the UK;
- (C) The OFT has a duty to refer a completed merger to the CC for further investigation where it believes that it is or may be the case that the creation of that merger situation has resulted or may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services;
- (D) Under section 73 of the Act the OFT may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate. In particular, the OFT shall have regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;
- (E) The OFT considers that, in the absence of appropriate undertakings, it would be under a duty to refer the Acquisition to the CC;
- (F) The OFT further considers that the undertakings given below by Nakano are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which has or may have resulted from it, or may be expected to result from it, as specified in the Decision of 26 September 2012 under section 22 of the Act; and

- (G) Nakano gave initial undertakings which were accepted by the OFT on 7 August 2012 in respect of the Acquisition pursuant to section 71 of the Act for the purposes of preventing pre-emptive action. Pursuant to section 71(6) of the Act, these initial undertakings cease to be in force on the acceptance by the OFT of the undertakings in lieu given below by Nakano.

**NOW THEREFORE** Nakano hereby give to the OFT the following undertakings for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which has or may have resulted from it or may be expected to result from it.

**1. EFFECTIVE DATE OF THE UNDERTAKINGS**

These undertakings shall take effect from the date that, having been signed by Nakano, they are accepted by the OFT.

**2. DIVESTMENT OF THE DIVESTMENT BUSINESS**

2.1 Nakano shall, prior to the acceptance of these undertakings by the OFT, enter into a legally binding agreement to divest, to the satisfaction of the OFT, the Divestment Business as a going concern to the Proposed Purchaser on terms approved by the OFT in advance of acceptance of these undertakings.

2.2 Without prejudice to the generality of paragraph 2.1 above, Nakano shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Divestment Business.

2.3 Nakano shall be deemed to have complied with the obligation at paragraph 2.1 above if, prior to the acceptance of these undertakings by the OFT, it has entered into a legally binding agreement or agreements with the Proposed Purchaser, conditional on formal OFT approval of the Proposed Purchaser and acceptance of these undertakings, provided that the completion of the divestment of the Divestment Business contemplated by such agreement takes place within a period not exceeding three months from the date these undertakings take effect.

2.4 Without prejudice to the generality of paragraph 2.1 above, Nakano shall take the following measures to the extent they may be necessary in the opinion of the OFT to effect the sale of the Divestment Business in accordance with the provisions of these undertakings:

- (a) the transfer or vesting of rights and contracts related to the Divestment Business;

- (b) the transfer or vesting of the freehold interest in the Divestment Business Property together with all assets used in the Divestment Business;
- (c) the transfer or vesting of personnel, liabilities or obligations relating to the Divestment Business (including without prejudice licences, authorisations, permits or consents)
- (d) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise.
- (e) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities; and
- (f) the formation or winding up of a company.

2.5 Nakano shall ensure that the Business Purchase Agreement entered into for the purposes of paragraph 2.1 above includes a warranty that the Proposed Purchaser has the financial resources, expertise (including the managerial, operational and technical capability), incentive and intention to maintain and operate the relevant Divestment Business as part of a viable and active business in competition with Nakano and other competitors in the manufacture and supply of unbranded malt and spirit vinegar in the UK.

2.6 In the event that Nakano fails to complete the divestment of the Divestment Business in accordance with paragraph 2.1 above, the OFT may, whether or not initiating the Trustee Functions as set out in clause 4 below, require Nakano to divest the Divestment Business as a going concern at no minimum price to a purchaser approved by the OFT.

### **3. APPROVAL OF PURCHASER AND TERMS OF DIVESTMENT**

3.1 For the purposes of the OFT approving the Proposed Purchaser and the terms of the divestment of the Divestment Business, Nakano and/or the Proposed Purchaser shall, save as required or permitted by the OFT, satisfy the OFT that:

- (a) the acquisition of the Divestment Business by the Proposed Purchaser remedies, mitigates or prevents the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, in particular, having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;

- (b) the Proposed Purchaser is independent of and unconnected to Nakano and the Group of Interconnected Bodies Corporate to which Nakano belongs and any Associated Person or Affiliate of Nakano or such Group of Interconnected Bodies Corporate;
- (c) the Proposed Purchaser has the financial resources, expertise (including the managerial, operational and technical capability) incentive and intention to maintain and operate the Divestment Business it is proposing to purchase as part of a viable and active business in competition with Nakano and other competitors in the manufacture and supply of unbranded malt and spirit vinegar;
- (d) the Proposed Purchaser is reasonably to be expected to obtain all necessary approvals, licences, and consents from any regulatory or other authority; and
- (e) the acquisition by the Proposed Purchaser of the Divestment Business does not create a realistic prospect of a substantial lessening of competition within any market or markets in the UK.

3.2 The OFT may require Nakano and/or the Proposed Purchaser to provide it with such information and documentation as it may reasonably require to satisfy the OFT that the Proposed Purchaser will fulfil the requirements set out in paragraph 3.1 above.

#### 4. **APPOINTMENT OF A TRUSTEE**

4.1 The provisions of paragraph 4.2 to paragraph 4.7 below shall apply only as long as Nakano has not satisfied, or where the OFT has reasonable grounds for believing that Nakano will not satisfy, all or any part of the obligation to divest the Divestment Business in accordance with paragraph 2.1 to paragraph 2.6 above.

4.2 Within 10 Working Days of the OFT notifying Nakano in writing that it must do so, Nakano shall propose to the OFT for approval:

- (a) the names of at least two individuals to exercise the Trustee Functions; and
- (b) the full terms of a mandate in accordance with which the Trustee shall carry out the Trustee Functions.

4.3 Nakano and/or any individuals nominated pursuant to paragraph 4.2 shall satisfy the OFT that, save as required or permitted by the OFT:

- (a) such nominated individuals have the necessary qualifications to carry out their mandates, and are employees or partners of an

investment bank, retail bank, commercial property agent, building society or law firm or accountancy firm with an established reputation either nationwide or in a substantial part of the UK or in another EU member state;

- (b) such nominated individuals are each independent of Nakano and of the Group of Interconnected Bodies Corporate to which Nakano belongs and of any Associated Person or Affiliate of Nakano or of such Group of Interconnected Bodies Corporate and of any Proposed Purchaser of the Divestment Business to be sold pursuant to these undertakings, and, in the reasonable opinion of Nakano, are appropriate to be appointed as Trustee; and
- (c) such nominated individuals neither are, nor are likely to become, exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging the Trustee Functions.

4.4 Within 10 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by Nakano and their proposed mandates pursuant to paragraph 4.2 above, and subject to any modifications the OFT deems necessary for the Trustee to carry out the Trustee Functions, Nakano shall use its best endeavours to appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the OFT pursuant to paragraph 4.2.

4.5 In the event that:

- (a) Nakano fails to propose any person or persons in accordance with paragraph 4.2 above; or
- (b) none of the persons proposed by Nakano pursuant to paragraph 4.2 is approved by the OFT; or
- (c) Nakano is unable for any reason to appoint within the time limit stipulated in paragraph 4.4 any such person following approval by the OFT,

Nakano shall use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions on the terms of a mandate approved by the OFT. Nakano shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT.

4.6 The appointment of the Trustee pursuant to paragraph 4.4 or paragraph 4.5 shall be irrevocable unless:

- (a) a conflict of interest that impairs or may be likely to impair the objectivity or independence of the Trustee in discharging the Trustee Functions arises;
- (b) the Trustee ceases to perform the Trustee Functions; or
- (c) the OFT is otherwise satisfied that there is good cause for the appointment to be terminated in advance of the satisfactory fulfilment of the Trustee Functions.

4.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 4.6 above, Nakano shall, if requested to do so in writing by the OFT, use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions in accordance with such mandate as is approved by the OFT. Nakano shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT. Where required by the OFT, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

## 5. **THE MANDATE**

The terms of the mandate proposed by Nakano pursuant to paragraph 4.2 above shall, as a minimum, contain all provisions necessary to enable the Trustee to carry out the Trustee Functions including, without limitation to the generality of this paragraph:

- (a) an exclusive, irrevocable mandate to sell the Divestment Business as required by paragraph 6.1 below to a purchaser as directed or approved in writing in advance by the OFT at no minimum price and on such reasonable terms and conditions as the Trustee considers appropriate to effect an expedient sale;
- (b) a mandate to take any other steps necessary for, or incidental to, the Trustee's mandate under paragraph (a) above;
- (c) a comprehensive power of attorney to the Trustee (including the authority to grant sub-powers of attorney to the Trustee's officers, employees and agents) to enable it to take all steps necessary or appropriate to effect the sale of the Divestment Business;
- (d) a mandate to comply with any orders and/or directions given by the OFT; and

- (e) a mandate to appoint at Nakano's expense such advisers as the OFT and/or the Trustee reasonably considers necessary or appropriate in connection with the performance of the Trustee Functions.

## **6. FUNCTIONS OF TRUSTEE**

- 6.1 The Trustee shall seek to procure, within such period as may be specified in writing by the OFT, the completion of the sale of the Divestment Business at no minimum price, to a purchaser approved by the OFT in accordance with paragraph 6.3 below.
- 6.2 Without prejudice to the generality of paragraph 6.1, the Trustee shall take any of the measures set out in paragraph 2.4 above in relation to the Divestment Business to the extent to which such measures may be necessary to effect the divestment of the Divestment Business in accordance with that provision.
- 6.3 The Trustee shall not sell or permit the divestment of the Divestment Business to a proposed purchaser unless it has been directed to do so by the OFT or has obtained the OFT's prior written approval in respect of the identity of that proposed purchaser. The Trustee shall notify the OFT of the identity of a proposed purchaser as soon as reasonably practicable prior to the signing of a legally enforceable agreement and in any event at least 20 Working Days in advance of the proposed completion of the proposed sale and purchase agreement in question.
- 6.4 Pending the divestment of the Divestment Business pursuant to paragraph 6.1 above, the Trustee shall monitor Nakano's compliance with its obligations under paragraph 7.1 and paragraph 7.2 of these undertakings and shall promptly take such measures as it considers necessary to ensure such compliance.
- 6.5 The Trustee may give written directions to Nakano to take such steps as may be specified or described in the directions for the purpose of securing Nakano's compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require Nakano to:
  - (a) offer any reverse premium or similar inducement to a purchaser; or
  - (b) accept any actual or contingent liability towards a purchaser or otherwise in connection with the divestment of the Divestment Business which would be unusual in scope, duration or financially, having regard to the price and usual market practice in relation to similar disposals.

6.6 The Trustee shall, as soon as reasonably practicable, comply at all times with any reasonable instructions or written directions made by the OFT for the purposes of carrying out or securing compliance with the undertakings (or any matter incidental thereto) and shall provide to the OFT such information and reports in relation to the carrying out of the Trustee Functions as the OFT may require. The Trustee shall promptly report in writing to the OFT if the Trustee concludes on reasonable grounds that Nakano is failing or will fail to comply with any of its obligations under these undertakings.

6.7 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of Nakano nor shall the Trustee Functions be extended or varied in any way by Nakano save with the prior express written consent of the OFT.

## **7. OBLIGATIONS OF NAKANO FOLLOWING APPOINTMENT OF TRUSTEE**

7.1 Nakano shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.

7.2 Nakano shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to:

(a) complying with such written directions as the Trustee may from time to time give pursuant to paragraph 6.5 above; and

(b) providing the Trustee with all such assistance and information as it may reasonably require in carrying out the Trustee Functions.

## **8. REMUNERATION OF TRUSTEE**

Nakano shall pay the Trustee a reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay the Trustee in a way that does not impede the independent and effective fulfilment of the Trustee Functions, which shall be set out in the Trustee's mandate referred to in clause 5 above.

## **9. INTERIM ACTION**

Pending the completion of the divestment of the Divestment Business to the satisfaction of the OFT in accordance with the provisions of these undertakings, save as otherwise agreed in advance in writing by the OFT, Nakano shall minimise as far as possible any risk of loss of competitive potential of the Divestment Business and in particular ensure that:



- (a) without accepting any duty to make any substantial capital investment additional to investment arrangements in place at the time of the Acquisition, the Divestment Business is maintained as a going concern and sufficient resources are made available for the development of the Divestment Business on the basis of its pre-merger plans and no change is made to the pre-merger industrial or commercial strategy or the investment policy of the Divestment Business;
- (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Divestment Business or the management responsibilities within the Divestment Business;
- (c) the Divestment Business is maintained and preserved, including facilities and goodwill;
- (d) the nature, description, range and standard of goods and services currently supplied by the Divestment Business are maintained and preserved;
- (e) the Divestment Business continues to trade separately and separate trading name, separate sales and brand identity of the Divestment Business is maintained, including in relation to the "Manor Vinegar" brand;
- (f) except in accordance with clause 2 or clause 6 above, no assets of the Divestment Business are disposed of, and no Interest in such assets is created or disposed of, other than in the ordinary course of business;
- (g) there is no integration, or further integration of the information technology used by Nakano with that used by the Divestment Business and the software and hardware platforms of the Divestment Business shall remain essentially unchanged, except for routine changes and maintenance (and other than to the extent necessary to enable Nakano to maintain the Divestment Business as a going concern pursuant to these undertakings);
- (h) all reasonable steps are taken (including appropriate incentive schemes (based on industry practice)) to encourage all Key Staff to remain with the Divestment Business; and
- (i) to the extent it has not already occurred and except as detailed below, no Confidential Information relating to the Divestment Business shall pass, directly or indirectly from the Divestment Business (or any employees, directors, agents or Affiliates of the

Divestment Business) to Nakano (or any of its employees, directors, agents or Affiliates), or vice versa, except where strictly necessary in the ordinary course of business or in any of the following circumstances:

- (i) the transfer of any aggregated financial and accounting information necessary to allow the Chairman, Managing Director, Finance Director, Company Secretary and the Board of Nakano to monitor and review the financial performance of the Divestment Business provided that such accounting information is not passed on to any other person within Nakano;
- (ii) the transfer of any information required in connection with Nakano's dealings with the OFT;
- (iii) the transfer of any information necessary for compliance with any statutory or accounting obligations to the extent that such compliance cannot be achieved separately by each of the businesses and including for the avoidance of doubt the compilation of consolidated accounts in line with the existing accounting practices of Nakano and the Divestment Business;
- (iv) any steps necessary in order for Nakano to comply with these undertakings, including the transfer or information necessary for the divestment process; and
- (v) save as otherwise agreed with the OFT,

provided that, upon divestment of the Divestment Business, any records or copies (electronic or otherwise) of Confidential Information held by Nakano in relation to the Divestment Business (or vice versa) shall be returned to the relevant business and any copies destroyed (except as may be necessary for the purposes of compliance with the obligations in sub-paragraph 9(i)(iii) above).

## 10. **CONTINUED SEPARATION**

Except with the prior written consent of the OFT, following the divestment of the Divestment Business pursuant to these undertakings, Nakano or any member of the Group of Interconnected Bodies Corporate to which Nakano belongs:

- (a) shall not, directly or indirectly, hold, acquire, re-acquire or use:

- (i) any Interest in the Divestment Business (including for the avoidance of doubt the Divestment Business Property);
  - (ii) any Interest in any company carrying on or having Control of the Divestment Business including for the avoidance of doubt the Divestment Business Property (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of Nakano or of any members of the Group of Interconnected Bodies Corporate to which Nakano belongs of not more than three per cent in aggregate of the issued equity share capital in any such company, whose shares are listed or dealt with on any recognised investment exchange, which carries no more than three per cent of the voting rights exercisable at meetings of such company); or
  - (iii) other than in the ordinary course of business, any of the assets of the Divestment Business;
- (b) shall procure that no employee or director of Nakano or of any member of the Group of Interconnected Bodies Corporate to which Nakano belongs, for as long as they are an employee or director of Nakano or of any member of the Group of Interconnected Bodies Corporate to which Nakano belongs, holds or is nominated to any directorship or managerial position in the Divestment Business or directorship or managerial position in any company or other undertaking carrying on or having Control of the Divestment Business without the OFT's prior written consent;
- (c) shall not participate in the formulation of, or (other than in the ordinary course of business) influence or attempt to influence, the policy of the Divestment Business or of any company or other undertaking carrying on or having Control of the Divestment Business; and
- (d) shall not enter into or carry out any agreement or arrangement with any person, if the carrying out of the agreement or arrangement is intended to result or will result in any Associated Person or Affiliate of Nakano or of any member of the Group of Interconnected Bodies Corporate to which Nakano belongs directly or indirectly acquiring the Divestment Business or doing any of the things listed in paragraphs 10.1(a), 10.1(b) and 10.1(c) above.

## 11. COMPLIANCE

11.1 Nakano shall comply promptly with such written directions as the OFT may from time to time give:

- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or
- (b) to do or refrain from doing anything so specified or described which it might be required by these undertakings to do or to refrain from doing.

11.2 Nakano shall co-operate fully with the OFT when the OFT is:

- (a) monitoring compliance with the provisions of these undertakings; and
- (b) investigating potential breaches of the provisions of these undertakings.

11.3 Nakano shall procure that any member of the same Group of Interconnected Bodies Corporate as Nakano complies with these undertakings as if it had given them and actions and omissions of the members of the same Group of Interconnected Bodies Corporate as Nakano shall be attributed to Nakano for the purposes of these undertakings.

11.4 Where any Affiliate of Nakano is not a member of the same Group of Interconnected Bodies Corporate as Nakano, Nakano shall use its best endeavours to procure that any such Affiliate shall comply with these undertakings as if it had given them.

## 12. PROVISION OF INFORMATION

Nakano shall furnish promptly to the OFT such information as the OFT considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these undertakings, including for the avoidance of doubt, any Confidential Information.

## 13. EXTENSION OF TIME LIMITS

The OFT may, in response to a written request from Nakano, or otherwise at its own discretion, grant an extension to any time period referred to in these undertakings.

## 14. INTERPRETATION

14.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.

14.2 References in these undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.

14.3 In these undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

14.4 For the purposes of these undertakings:

**"Acquisition"** means the acquisition by Nakano of the Premier Assets completed on 28 July 2012 pursuant to the Business Sale Agreement;

**"the Act"** means the Enterprise Act 2002;

**"Affiliate"** of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

**"Associated Person"** means a person or persons associated with Nakano within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

**"business"** has the meaning given by section 129(1) and (3) of the Act;

**"Business Purchase Agreement"** means the agreement dated 21 December 2012 entered into between (1) Mizkan Europe Limited and (2) Buyer for the sale and purchase of the malt and spirit vinegar manufacturing, processing and supply business of Mizkan Europe Limited located at Burntwood, Staffordshire;

**"CC"** means the Competition Commission or, if relevant, any successor body;

**"Confidential Information"** means any business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;

**"Control"** shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

**"Decision"** means the OFT's decision under section 22 of the Act dated 26 September 2012 in connection with the Acquisition;

**"Divestment Business"** means the malt and spirit vinegar manufacturing, processing and supply business of Mizkan Europe Limited located at Burntwood, Staffordshire comprising the whole or substantially the whole of the rights, assets, interests and obligations of or associated with that business as operated immediately prior to the date of the Acquisition, including without prejudice to the foregoing, save as required or permitted by the OFT:

- (a) where capable of being transferred, all or substantially all tangible and intangible assets which contribute to the current operation or are necessary to ensure the viability or competitiveness of the Divestment Business. These shall be taken to include the goodwill relating to the business as at the completion date of the Business Purchase Agreement together with the right for the Proposed Purchaser to represent itself as carrying on the Business in succession to Mizkan Europe Limited and together with the trade name "Manor Vinegar" associated with the business;
- (b) where capable of being transferred, all or substantially all licences, permits, consents and authorisations issued by any governmental or regulatory organisation for the benefit of the business;
- (c) where capable of being transferred, all or substantially all contracts, leases, commitments and customer orders of or associated with the business; and
- (d) all customer, credit and other records of the business,

PROVIDED THAT it is acknowledged by Nakano and the OFT and as agreed with the Proposed Purchaser that the Divestment Business does not include all tangible and intangible assets used to manufacture Japanese products including associated assets, goodwill and other rights, which are to be retained by Mizkan Europe Limited, and which are not used in the Divestment Business.

**"Divestment Business Property"** means the relevant freehold interest associated with the Divestment Business as at the date of these undertakings;

**"Group of Interconnected Bodies Corporate"** has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

**"Interest"** includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders' meetings; and for this purpose "an interest in shares" includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

**"Key Staff"** means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the Divestment Business and who are defined as Assumed Employees as agreed with the Proposed Purchaser in the Business Purchase Agreement;

**"Nakano"** means Nakano UK Holding Limited, Nakano UK Vinegar Limited and Nakano Sumise Co. Limited;

**"OFT"** means the Office of Fair Trading or any successor body;

**"Premier Assets"** means the vinegar and pickles in vinegar businesses (including the Middleton manufacturing plant with equipment, employees, the related customer and supply agreements, as well as the Sarson's and Dufrais vinegar brands and the Haywards pickles brand) of Premier Foods Group Limited;

**"Proposed Purchaser"** means Baxters Food Group Limited or such other proposed purchaser for the Divestment Business;

**"Subsidiary"** shall be construed in accordance with section 1159 of the Companies Act 2006 (as amended), unless otherwise stated;

**"Trustee"** means the person appointed pursuant to paragraph 4.4, paragraph 4.5 or paragraph 4.7 to carry out the Trustee Functions;

**"Trustee Functions"** means the functions set out in clause 6;

**"UK"** means the United Kingdom of Great Britain and Northern Ireland;

**"Working Day"** means any day of the week other than a Saturday or a Sunday or any day that is a public holiday in England;

unless the context requires otherwise, the singular shall include the plural and vice versa.

**FOR AND ON BEHALF OF NAKANO UK HOLDING LIMITED**

..... Signature  
..... Name  
..... Title  
..... Date  
Authorised Signatory

**FOR AND ON BEHALF OF NAKANO UK VINEGAR LIMITED**

..... Signature  
..... Name  
..... Title  
..... Date  
Authorised Signatory

**FOR AND ON BEHALF OF NAKANO SUMISE CO. LIMITED**

..... Signature  
..... Name  
..... Title  
..... Date  
Authorised Signatory