

**COMPLETED ACQUISITION BY REXEL UK LIMITED OF THE BUSINESS  
OF WILTS WHOLESALE ELECTRICAL COMPANY LIMITED**

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

**WHEREAS:**

- (a) Rexel UK Limited ('**Rexel**') acquired the business of Wilts Wholesale Electrical Company Limited ('**Wilts**') by way of an asset purchase that completed on 25 February 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 Competition Commission ('**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 Enterprise Act 2002 (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 of Wilts by Rexel to the CC.
- (f) The OFT further considers that the undertakings given below by Rexel 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 OFT's decision of 26 October 2012 under section 22 of the Act (the '**Decision**').

**NOW THEREFORE** Rexel hereby gives 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 Rexel, they are accepted by the OFT.

**2. DIVESTMENT OF THE DIVESTMENT BUSINESSES**

- 2.1. Rexel shall, prior to the acceptance of these undertakings by the OFT, enter into a legally binding agreement (or agreements) to divest, to the satisfaction of the OFT, each of the Divestment Businesses 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, Rexel shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Divestment Businesses;
- 2.3. Rexel 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 each of the Divestment Businesses contemplated by such agreement or agreements 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, Rexel 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 Businesses in accordance with the provisions of these undertakings:
  - (a) the transfer or vesting of property, assets, rights, personnel, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents);

- (b) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise;
- (c) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities; and
- (d) the formation or winding up of a company,

provided that, for the avoidance of doubt, nothing in this paragraph 2.4 shall be interpreted as (i) preventing or precluding Rexel from using any Wilts (or similar) brand used to denote branches, or (ii) requiring Rexel to transfer or licence any such brand to a third party.

- 2.5. Rexel shall ensure that each sale and 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 Rexel and other competitors in the wholesaling of electrical products in the UK.
- 2.6. In the event that Rexel fails to complete the divestment of one or more of the Divestment Businesses 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 Rexel to divest each and any of those Divestment Businesses 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, Rexel shall, save as required or permitted by the OFT, satisfy the OFT that:
  - (a) the acquisition 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 Rexel and the Group of Interconnected Bodies Corporate to which Rexel belongs and any Associated Person or Affiliate of Rexel 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 each of the Divestment Businesses it is proposing to purchase as part of a viable and active business in competition with Rexel and other competitors in the distribution of electrical products;
- (d) the Proposed Purchaser is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority including landlord's consent to the transfer of any leasehold interest; and
- (e) the acquisition by the Proposed Purchaser of the Divestment Businesses 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 Rexel 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 Rexel has not satisfied, or where the OFT has reasonable grounds for believing that Rexel will not satisfy, all or any part of the obligation to divest the Divestment Businesses in accordance with paragraph 2.1 to paragraph 2.6 above.

4.2. Within 15 Working Days of the OFT notifying Rexel in writing that it must do so, Rexel 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. Rexel 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 possess the necessary qualifications to carry out their mandates, and are employees or partners of an investment bank, retail bank, 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 Rexel and of the Group of Interconnected Bodies Corporate to which Rexel belongs and of any Associated Person or Affiliate of Rexel or of such Group of Interconnected Bodies Corporate and of any Proposed Purchaser and, in the reasonable opinion of Rexel, 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 20 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by Rexel 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, Rexel 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) Rexel fails to propose any person or persons in accordance with paragraph 4.2 above; or
  - (b) none of the persons proposed by Rexel pursuant to paragraph 4.2 is approved by the OFT; or
  - (c) Rexel is unable for any reason to appoint within the time limit stipulated in paragraph 4.4 any such person following approval by the OFT,

Rexel 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. Rexel 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, Rexel 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. Rexel 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 Rexel 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 any of the Divestment Businesses as required by paragraph 6.1 below to a purchaser or purchasers 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 subparagraph (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 such Divestment Businesses;
- (d) a mandate to comply with any orders and/or directions given by the OFT; and
- (e) a mandate to appoint at Rexel's expense such advisers as 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 Businesses at no minimum price, to a purchaser or purchasers 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 Businesses to the extent to which such measures may be necessary to effect the divestment of the Divestment Businesses in accordance with that provision.
- 6.3. The Trustee shall not sell or permit the divestment of the Divestment Businesses to the Proposed Purchaser unless it 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 Businesses pursuant to paragraph 6.1 above, the Trustee shall monitor Rexel'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, as well as reporting in writing to

the OFT, if the Trustee concludes on reasonable grounds that Rexel is failing or will fail to comply with such obligations.

6.5. The Trustee may give written directions to Rexel to take such steps as may be specified or described in the directions for the purpose of securing Rexel's compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require Rexel 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 Businesses 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 Rexel is failing 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 Rexel nor shall the Trustee Functions be extended or varied in any way by Rexel save with the prior express written consent of the OFT.

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

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

7.2. Rexel 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**

Rexel 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**

9.1. Pending the completion of the divestment of each of the Divestment Businesses 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, Rexel shall minimise as far as possible any risk of loss of competitive potential of the Divestment Businesses 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, each of the Divestment Businesses is maintained as a going concern and sufficient resources are made available for the development of each of the Divestment Businesses on the basis of its pre-merger plans;
- (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Divestment Businesses or the management responsibilities within the Divestment Businesses;
- (c) the Divestment Businesses are maintained and preserved, including facilities and goodwill;
- (d) the nature, description, range and standard of goods and services currently supplied by the Divestment Businesses are maintained and preserved;
- (e) the Divestment Businesses continue to operate under the Wilts brand, as appropriate;

- (f) except in accordance with clause 2 or clause 6 above, no assets of the Divestment Businesses are disposed of, and no Interest in such assets is created or disposed of, other than in the ordinary course of business;
- (g) to the extent it has not already occurred, there is no integration of the information technology used by Rexel with that used by the Divestment Businesses and the software and hardware platforms of the Divestment Businesses shall remain essentially unchanged, except for routine changes and maintenance (and other than to the extent necessary to enable Rexel to maintain the Divestment Businesses as a going concern pursuant to these undertakings);
- (h) all reasonable steps are taken to encourage all Key Staff to remain with the Divestment Businesses; and
- (i) to the extent it has not already occurred and except as detailed below, no Confidential Information relating to the Divestment Businesses shall pass, directly or indirectly from the Divestment Businesses (or any employees, directors, agents or Affiliates of the Divestment Businesses) to Rexel (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 aggregated financial information about the Divestment Businesses to Rexel's senior management to monitor and review the financial performance of the Divestment Businesses, provided that such accounting information is not passed on to any other person within Rexel;
  - (ii) the transfer of any information required in connection with Rexel's dealings with the OFT; and
  - (iii) any steps necessary in order for Rexel to comply with these undertakings,

provided that, upon divestment of any of the Divestment Businesses, any records or copies (electronic or otherwise) of Confidential Information held by Rexel in relation to the relevant Divestment Businesses (or vice versa) shall be returned to the relevant business and any copies destroyed.

9.2. At all times, Rexel will actively keep the OFT informed of any material developments relating to the Divestment Businesses, which includes, but is not limited to:

- (a) details of Key Staff who leave the Divestment Businesses;
- (b) substantial customer volumes lost by the Divestment Businesses;  
and
- (c) substantial changes in the Divestment Businesses' contractual arrangements or relationships with key suppliers.

## **10. CONTINUED SEPARATION**

10.1. Except with the prior written consent of the OFT, following the divestment of a Divestment Business, Rexel or any member of the Group of Interconnected Bodies Corporate to which Rexel belongs:

- (a) shall not, directly or indirectly, hold, acquire, re-acquire or use:
  - (i) any Interest in that Divestment Business;
  - (ii) any Interest in any company carrying on or having Control of that Divestment Business (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of Rexel or of any members of the Group of Interconnected Bodies Corporate to which Rexel 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 that Divestment Business;
- (b) shall procure that no employee or director of Rexel or of any member of the Group of Interconnected Bodies Corporate to which Rexel belongs, for as long as they are an employee or director of Rexel or of any member of the Group of Interconnected Bodies Corporate to which Rexel belongs, holds or is nominated to any directorship or managerial position in that Divestment Business or

any company or other undertaking utilising or having Control of that 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 that Divestment Business or any company or other undertaking carrying on or having Control of that 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 Rexel or of any member of the Group of Interconnected Bodies Corporate to which Rexel belongs directly or indirectly acquiring that Divestment Business or doing any of the things listed in subparagraphs 10.1(a), 10.1(b) and 10.1(c) above.

10.2. Where Rexel (or any member of the Group of Interconnected Bodies Corporate to which Rexel belongs) divests a Divestment Business by way of granting a sub-lease and remains the landlord of the purchaser of the Divestment Business, then for the duration of the sub-lease, Rexel shall within 10 Working Days of being requested to do so (unless agreed otherwise by the OFT):

- (a) consent to any matter requiring landlord's approval under the terms of the lease between Rexel and the purchaser of the Divestment Business (except where Rexel is required to obtain such consent from another person); and/or
- (b) pass on any request for consent to the freehold owner of the property or relevant third party, as appropriate.

## **11. NEW DIVESTMENT IF REXEL OBTAINS POSSESSION OF A DIVESTMENT BUSINESS PROPERTY**

11.1. In the event that, following divestment of a Divestment Business in a manner that has involved Rexel assigning an existing lease or granting a sub-lease to the purchaser of the Divestment Business, Rexel benefits from or becomes subject to an Occupation Interest (so long as Rexel so benefits or becomes so subject during the term of the lease assigned or sub-lease granted by Rexel as part of such divestment), Rexel shall:

- (a) within 10 Working Days of becoming aware that it is so benefitting or is so subject inform the OFT in writing of that fact; and
- (b) using its best endeavours and acting in good faith comply with such written directions as the OFT may give to Rexel to effect a new divestment of the Occupation Interest to a new purchaser approved by the OFT in accordance with the provisions of these undertakings, provided always that such written directions must be of a similar nature to those contained in these undertakings with regard to the original divestment of the Divestment Business.

11.2. In determining, for the purposes of subparagraph 11.1(b), whether to require Rexel to effect a new divestment of the Occupation Interest to a new purchaser approved by the OFT in accordance with the provisions of these undertakings, the OFT may have regard to any change of circumstances since the Decision.

11.3. In the event that Rexel fails to divest the Occupation Interest in accordance with paragraph 11.1 above, the OFT may, whether or not initiating the Trustee Functions set out in these undertakings, require Rexel to divest the Occupation Interest at no minimum price to a purchaser approved by the OFT.

11.4. Rexel shall notify the OFT in writing of the identity of each proposed purchaser that makes an offer for the Occupation Interest together with the value and terms of such offers as soon as reasonably practicable following the receipt of such offers and in any event within 10 Working Days of receipt of such offers.

11.5. In the event that the OFT gives written directions under paragraph 11.1 for Rexel to effect a new divestment of the Occupation Interest, paragraphs 3, 4, 5, 6, 7, 8 and 9 shall apply to the new divestment in the same way that they applied to the original divestment obligation save that references to 'Divestment Business' in those paragraphs shall be construed as references to 'Occupation Interest'.

## **12. COMPLIANCE**

12.1. Rexel 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.

12.2. Rexel 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.

12.3. Rexel shall procure that any member of the same Group of Interconnected Bodies Corporate as Rexel 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 Rexel shall be attributed to Rexel for the purposes of these undertakings.

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

### **13. PROVISION OF INFORMATION**

Rexel 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.

### **14. EXTENSION OF TIME LIMITS**

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

## 15. INTERPRETATION

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

15.2. 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.

15.3. 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.

15.4. For the purposes of these undertakings:

**"Acquisition"** means the acquisition by Rexel of the business of Wilts Wholesale Electrical Company Limited by way of an asset purchase that completed on 25 February;

**"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 Rexel 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;

**"CC"** means the Competition Commission;

**"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 October 2012 in connection with the Acquisition;

**"divestment"** shall include, in addition to the sale of freehold property, the transfer of a leasehold interest or the grant of a long lease on normal commercial terms of not less than 25 years in duration and the word "divest" and its derivatives shall be construed accordingly; and "purchase", "purchaser", "acquire" and "acquisition" and "attempted divestment" shall be construed to include both freehold and leasehold transactions;

**"Divestment Business"** means the Wilts branches in each of (i) Chandler's Ford (at SO53 3TJ), (ii) Chippenham (at SN14 6NQ), (iii) Devizes (at SN10 2EU), (iv) Midsomer Norton (at BA3 2BB), (v) Rugby (at CV21 3RQ), (vi) Trowbridge (at BA14 8BL), and (vii) Weymouth (at DT4 9TJ), comprising, in respect of each such business, 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 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 where any of those assets, licences and/or contracts listed in (a) to (c) above are not used exclusively in relation to a particular Divestment Business, the only requirement shall be to seek to provide the benefit of such assets, licences and/or contracts in connection with that business, subject to any restrictions which may apply;

**"Divestment Business Property"** means the relevant property associated with each of the Divestment Businesses 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 any of the Divestment Businesses;

**"Occupation Interest"** means an interest in the Divestment Business Property by virtue of which Rexel enjoys an unconditional right or is under an unconditional obligation to occupy the Divestment Business Property provided always that: (i) the original purchaser (or his successor) is not in occupation of the Divestment Business Property; and/or (ii) before such interest in the Divestment Business Property arose, the most recent use to which the Divestment Business Property had been put was that of carrying on an electrical wholesaling business;

**"OFT"** means the Office of Fair Trading;

**"Proposed Purchaser"** means a proposed purchaser for a Divestment Business;

"**Rexel**" means Rexel UK Limited and all brands under which it operates its electrical wholesaling businesses in the UK;

"**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;

"**Wilts**" means the electrical wholesaling businesses of Wilts Wholesale Electrical Company Limited carried on as from 25 February 2012;

"**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 REXEL UK LIMITED**

..... Signature

..... Name

..... Title

..... Date

Authorised Signatory