

COMPLETED ACQUISITION BY EURO CAR PARTS LIMITED OF ASSETS OF THE ANDREW PAGE BUSINESS

Final Undertakings given by Euro Car Parts to the Competition and Markets Authority pursuant to Section 82 of the Enterprise Act 2002

Background

1. On 4 October 2016, following an accelerated sale process, ECP Newco Limited, a wholly owned subsidiary of Euro Car Parts Limited, acquired certain assets of Andrew Page Limited, Solid Auto (U.K.) Limited and Colton Parts Company Limited (collectively AP) out of administration (the Merger).
2. Euro Car Parts Limited is a wholly owned subsidiary of LKQ Euro Limited, whose ultimate parent is LKQ Corporation, a public company incorporated in Delaware.
3. On 12 October 2016, the Competition and Markets Authority (CMA) made an initial enforcement order (Initial Enforcement Order) addressed to ECP Newco Limited (now Andrew Page 1917 Limited), Euro Car Parts Limited, LKQ Euro Limited, LKQ Corporation (collectively ECP) pursuant to section 72(2) of the Enterprise Act 2002 (the Act) for the purposes of preventing pre-emptive action.
4. On 22 May 2017, the CMA, in accordance with section 22 of the Act, referred¹ the completed acquisition by ECP of certain assets of AP for further investigation and report by a group of CMA panel members.
5. On 31 October 2017, the CMA published its final report² (the Final Report) concluding that the Merger may be expected to result in a substantial lessening of competition (SLC) in each of the nine local areas listed in Annex 1 (the Relevant Areas), and that this may be expected to lead to an adverse effect for local independent motor trade customers in terms of an increase in prices and/or a reduction in the quality of service. The Final Report stated that the divestiture of a depot in each Relevant Area to a suitable purchaser would

¹ Under Schedule 4 to the Enterprise and Regulatory Reform Act 2013.

² The Final Report was published on the CMA website and can be found [here](#).

be an effective and proportionate remedy to address each SLC that had been identified.

6. The Merger will therefore be allowed to proceed on condition that ECP disposes of a depot in each of the nine Relevant Areas. In the Final Report, the CMA noted that, pending the divestiture of the relevant depots, safeguards would be required to ensure the preservation and saleability of the depots listed in Annex 1, and that the CMA would retain the discretion to require the appointment of a divestiture trustee to give effect to the divestitures in the event that ECP failed to do so within the agreed timescales.
7. Now ECP hereby gives to the CMA the following undertakings pursuant to section 82 of the Act for the purpose of remedying each of the SLCs identified in the Final Report and any adverse effects resulting from it (the Final Undertakings).

1. Interpretation

- 1.1. The Annexes form part of the Final Undertakings.
- 1.2. The purpose of the Final Undertakings is to give effect to the Final Report and they shall be construed accordingly.
- 1.3. Any word or expression used in the Final Undertakings or the recitals to the Final Undertakings shall, unless otherwise defined herein and/or the context otherwise requires, have the same meaning as in the Act or the Final Report (as appropriate).
- 1.4. In the Final 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.
- 1.5. The headings used in the Final Undertakings are for convenience and shall have no legal effect.
- 1.6. References to any statute or statutory provision shall be construed as references to that statute or statutory provision as amended, re-enacted or modified whether by statute or otherwise stated.
- 1.7. References to recitals, paragraphs, subparagraphs, annexes and schedules are references to the recitals to, paragraphs and subparagraphs of, annexes and schedules to, the Final Undertakings unless otherwise stated.

1.8. Unless the context requires otherwise, the singular shall include the plural and vice versa and references to persons include bodies of persons whether corporate or incorporate.

1.9. The Interpretation Act 1978 shall apply to the Final Undertakings as it does to Acts of Parliament.

1.10. Further, in the Final Undertakings:

‘Act’ means the Enterprise Act 2002;

‘AP’ means Andrew Page Limited, Solid Auto (U.K.) Limited and Colton Parts Company Limited;

‘AP business’ means the business activities linked to the assets of AP purchased by ECP under the Merger, and includes the activities carried out by the AP Divestment Depots;

‘AP Divestment Depot’ means those depots listed in Annex 1 that were operated by AP prior to the Merger;

‘Approved Agreement’ means a binding agreement or agreements between ECP and an Approved Purchaser as approved by the CMA, which brings about Final Disposal, and which provides for the transfer to the Approved Purchaser of a Divestment Depot pursuant to paragraph 3 and subject to the requirements set out in Annex 3;

‘Approved Purchaser’ means any purchaser or purchasers approved by the CMA for the purposes of the Divestiture Undertakings as meeting the Purchaser Approval Criteria set out in Annex 2;

‘Approved Timetable’ has the meaning given in paragraph 8.1;

‘Asset Maintenance Undertakings’ means those undertakings set out in paragraph 5;

‘Associated Person’ means a person who is an associated person within the meaning of section 127 of the Act;

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

‘CMA’ means the Competition and Markets Authority;

‘Commencement Date’ means the date on which the Final Undertakings are accepted by the CMA in accordance with section 82(2)(a) of the Act;

Compliance Statement means a statement provided by ECP in accordance with paragraph 8.4 and Annex 6.

'control' includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise;

'Direction' means written directions given to ECP by the CMA as set out in paragraph 9.1;

'Divested Depot' means a depot in relation to which a Final Disposal has taken place;

'Divestiture Period' means a period of up to [X] beginning with the Commencement Date or such longer period as the CMA may approve on request;

'Divestiture Trustee' means a person appointed in accordance with paragraph 11;

'Divestiture Trustee Obligation' means bringing about Effective Divestiture, and includes the performance of all ancillary tasks as are necessary or desirable for the purpose of reaching Effective Divestiture promptly and in any event within the Trustee Divestiture Period;

'Divestiture Undertakings' means those undertakings set out in paragraph 3;

'Divestment Depots' means the AP Divestment Depots and the ECP Divestment Depots, as listed in Annex 1;

'Divestment Depot Contract' means a customer supply contract that has been entered into with a third party (including customer supply contracts and supplier contracts but excluding Key Account Contracts) in connection exclusively with the business carried out from a given Divestment Depot;

'Divestment Reporting Obligations' means the obligation set out in paragraph 8;

'ECP' means Euro Car Parts Limited (a company incorporated under the laws of England and Wales, with its business seat at Euro House Fulton Road, Wembley Industrial Estate, Wembley, Middlesex, HA9 0TF, company number 02680212), and any related person or any member of the Group of Interconnected Bodies Corporate to which it belongs, including Andrew Page 1917 Limited and LKQ Euro Limited (whose ultimate parent is LKQ Corporation, a public company incorporated in Delaware);

‘ECP business’ means ECP’s business activities in the UK;

‘ECP Divestment Depots’ means those depots listed in Annex 1 that were operated by ECP prior to the Merger;

‘Effective Divestiture’ means the completion of a Final Disposal in all nine Relevant Areas;

‘Final Disposal’ means, in relation to any Relevant Area, the completion of the sale of a Divestment Depot in that given Relevant Area under an Approved Agreement to an Approved Purchaser;

‘Final Report’ means the ‘report on the completed acquisition by Euro Car Parts of the assets of the Andrew Page business’ published by the CMA on 31 October 2017;

‘Final Undertakings’ means these final undertakings given by ECP;

‘Group of Interconnected Bodies Corporate’ means a group of interconnected bodies within the meaning of section 129(2) of the Act, as constituted from time to time;

‘Heads of Terms’ means an agreement in principle to acquire one or more of the Divestment Depots and which sets out the terms of the disposal, and that is expressed by all parties to be final subject to (i) contract; (ii) the potential purchaser entering into a lease agreement with the landlord of the relevant Divestment Depot; and (iii) all the issues that in the reasonable opinion of the parties will form the basis the Approved Agreement;

‘Initial Enforcement Order’ means the initial enforcement order served by the CMA on ECP Newco Limited, Euro Car Parts Limited, LKQ Euro Limited and LKQ Corporation on 12 October 2016;

‘Key Account Contract’ means a customer supply contract entered into by either ECP or AP and a Key Account Customer (for the avoidance of doubt, only supply contracts that the CMA considers to be related to Key Account Customers shall be deemed to be Key Account Contracts);

‘Key Account Customer’ means, with respect to either the ECP business or AP business, any customer that has been identified by the CMA, within a list submitted by ECP for any ECP Divestment Depot, and by the Seconded for any AP Divestment Depot, pursuant to paragraph 3.6, as a ‘Key Account Customer’ on the basis that such customer:

(a) has a supply agreement under which: (i) the customer requires car parts and/or garage equipment to be delivered on a regular basis to multiple

sites; and (ii) the customer is supplied on a regular basis by more than one depot of either the ECP business or AP business; and

(b) requires from either the ECP or the AP business centralised management, invoicing and back-office support.

‘Key Staff’ means staff who are in positions of executive or managerial responsibility and/or whose performance affect the viability of a AP Divestment Depot;

‘Merger’ means the completed acquisition of certain assets of AP by ECP;

‘Monitoring Trustee’ means Smith & Williamson LLP, appointed by ECP on 29 June 2017 pursuant to directions issued on 22 June 2017 by the CMA under the Initial Enforcement Order, and reappointed by ECP for the purposes of the Final Undertakings pursuant to paragraph 7, or any other person appointed by ECP in compliance with the provisions set out in Annex 5;

‘ordinary course of business’ means a party’s customary commercial transactions and practices in its day-to-day operations;

‘Purchaser Approval Criteria’ means the criteria set out in Annex 2;

‘Regional Manager’ means an individual who will have managerial responsibilities in relation to the AP Divestment Depots in compliance with the Assets Maintenance Undertakings and Annex 4;

‘Relevant Areas’ means Blackpool, Brighton, Gloucester, Liphook, Scunthorpe, Sunderland, Wakefield, Worthing and York (as listed in Annex 1);

‘Secondees’ means [] and [], who will have managerial responsibilities in relation to the AP Divestment Depots in compliance with the Assets Maintenance Undertakings and Annex 4.

‘SLC’ means a substantial lessening of competition pursuant to section 33 of the Act;

‘staff’ means, with respect to any given depot, staff who are employed primarily in connection with the activities carried out exclusively by the Divestment Depots;

‘subsidiary’, unless otherwise expressly stated, has the meaning given by section 1159 of the Companies Act 2006;

‘Supporting Depots’ means all of AP’s depots required to ensure the viability of AP Divestment Depots, including AP’s depots in [];

‘Trustee Divestiture Period’ means a period to be determined by the CMA in any Direction issued under paragraph 10.1 for the Divestiture Trustee to meet the Divestiture Trustee Obligation commencing from the date of appointment of the Divestiture Trustee;

‘Working Day’ means a day other than a Saturday or Sunday or a public holiday in England, Wales or Scotland, and any reference in the Final Undertakings to ‘days’ means calendar days; and

‘written consent’ shall include consent given by email.

2. Commencement

2.1. The Final Undertakings will come into force on the Commencement Date.

3. The Divestiture Undertakings

3.1. ECP gives the following undertakings:

3.2. ECP undertakes that it will complete the sale to one or more Approved Purchasers of one Divestment Depot within each of the Relevant Areas within the Divestiture Period, in each case pursuant to an Approved Agreement that complies with the requirements set out in Annex 3 and in the Final Report;

3.3. ECP undertakes to take all reasonable steps to assist the Approved Purchaser(s) in obtaining a legal right under a lease agreement to occupy the Divested Depots from the date of Final Disposal; and

3.4. ECP undertakes to take all reasonable steps to assist the Approved Purchaser(s) in obtaining any service that is necessary for Approved Purchaser(s) to offer, at the time of Final Disposal, continuity of supply to local customers of the Divested Depots.

3.5. The completion of the sale of a Divestment Depot pursuant to paragraph 3.2 shall be contingent on the Approved Purchaser obtaining a legal right under a lease agreement to occupy the Divested Depots from the date of Final Disposal.

3.6. For the purposes of implementing the Divestiture Undertakings, ECP further undertakes to submit for the CMA’s approval, in relation to each Divestment Depot it proposes to divest, a list of customers that it considers to be Key Account Customers, together with an explanation of why each customer in the list should be considered to be a Key Account Customer. For the avoidance of doubt, with respect to AP Divestment Depots, such lists of customers will be submitted by the Secondedes on behalf of ECP.

4. The prohibition of reacquisition and solicitation

- 4.1. ECP undertakes that it will not, and procure that any related person or any member of any Group of Interconnected Bodies Corporate to which it belongs at the relevant time will not, without the prior written consent of the CMA:
- (a) for a period of ten years from the date of the Effective Divestiture bring under common ownership or control (as defined in section 26 of the Act) in whole or in part any of the Divested Depots; and
 - (b) for a period of one year from the date of the Effective Divestiture solicit any staff employed between the Commencement Date and the date of the Effective Divestiture at any of the Divested Depots.

5. The Assets Maintenance Undertakings

- 5.1. ECP undertakes that it shall comply with:
- (a) the obligations in paragraphs 5.4 and 5.5 in relation to any ECP Divestment Depot; and
 - (b) the obligations in paragraphs 5.4, 5.5 and 5.6 in relation to any AP Divestment Depot.
- 5.2. From the date of Final Disposal of a Divestment Depot in a given Relevant Area, the obligations in paragraphs 5.5 and 5.6 shall cease to apply to Divestment Depots in that Relevant Area.
- 5.3. From the date of Effective Divestiture, the obligations in paragraph 5.4 to **Error! Reference source not found.** shall cease to apply.
- 5.4. ECP undertakes that, except with the prior written consent of the CMA (granted pursuant to paragraph 6 of the Final Undertakings), it shall not, from the Commencement Date until Effective Divestiture, take any action that might prejudice implementation of the Final Undertakings or otherwise impair the CMA's ability to take such action as it considers appropriate for the purpose of remedying, mitigating or preventing the SLC or any adverse effect which has resulted from, or may be expected to result from, the SLC findings set out in the Final Report.

Interim measures relating to all Divestment Depots

- 5.5. Further and without prejudice to the generality of paragraph 5.4, ECP undertakes that, at all times until Effective Divestiture, except with the prior written consent of the CMA (granted pursuant to paragraph 6 of the Final Undertakings),

- (a) it shall not take any action which might
- (i) transfer the ownership or control of any of the Divestment Depots;
 - (ii) otherwise impair the viability and saleability of the Divestment Depots; or
 - (iii) otherwise impair the ability of any of the Divestment Depots to compete independently; and
- (b) it shall procure that:
- (i) the business of each Divestment Depot is maintained as a going concern;
 - (ii) the legal right to continue to occupy and operate from the premises of each of the Divestment Depots until Final Disposal of a Divestment Depot in the Relevant Area is maintained and no action is taken which may lead to a change of location of a Divestment Depot;
 - (iii) the nature, description, range, levels and quality of goods and/or services supplied in the UK by each Divestment Depot is maintained and preserved;
 - (iv) all existing Divestment Depots Contracts continue to be serviced by the relevant Divestment Depot;
 - (v) except in the ordinary course of business:
 - all of the assets used by the Divestment Depots are maintained and preserved, including facilities, vehicles (whether owned or leased) and goodwill;
 - none of the assets used by the Divestment Depots are disposed of;
 - no interest in the assets used by the Divestment Depots is created or disposed of;
 - no substantive changes are made to the management responsibilities within the Divestment Depots;
 - no changes are made to staff of the Divestment Depots;
 - no staff of any given Divestment Depots is dismissed or transferred to another depot; and

- (vi) all reasonable steps are taken to encourage all staff of each Divestment Depot to remain with their current Divestment Depot.

Additional interim measures relating to the management of the AP Divestment Depots

- 5.6. Further and without prejudice to the generality of paragraph 5.4, ECP undertakes that, at all times until Effective Divestiture, except for the actions set out in Annex 4 or authorised in writing by the CMA (pursuant to paragraph 6 of the Final Undertakings),
- (a) it shall not take any action which might lead to the integration of any of the AP Divestment Depots within the ECP business;
 - (b) it shall procure that:
 - (i) the business of each AP Divestment Depot is carried on separately from the ECP business, and that the AP Divestment Depot's separate sales or brand identity is maintained;
 - (ii) the arrangements for the supply of car parts and/or garage equipment to each AP Divestment Depot in place at the time of the Final Undertakings (including but not limited to (i) the role of the national distribution centre at Markham Vale and of the Supporting Depots in supplying the AP Divestment Depots; (ii) the prices charged to the AP Divestment Depots, subject to the pass-through of purchase costs incurred; (iii) the timeliness and frequency of deliveries to each AP Divestment Depot; and (iv) the range of products delivered to each AP Divestment Depot), shall not be materially amended, except with the prior written consent from the CMA (which shall not be unreasonably withheld);
 - (iii) there is no integration of the information technology used by the AP Divestment Depots and by ECP, and the software and hardware platforms used by the AP Divestment Depots shall remain essentially unchanged, except for routine changes and maintenance;
 - (iv) lists of, and data relating to, the customers of any AP Divestment Depot (excluding Key Accounts Customers) shall be exclusively operated and updated by the relevant staff of that AP Divestment Depot, Regional Manager or Secondees and any negotiation with any existing or potential customer shall be carried out by the relevant staff of the AP Divestment Depot, Regional Manager or Secondees;

- (v) no customer data, commercially-sensitive information or any other information of a confidential or proprietary nature relating to activities carried out exclusively by a given AP Divestment Depot shall pass to ECP or any person who is not a member of staff of that AP Divestment Depot, a Regional Manager or Seconded, except where permitted under Annex 5 or where strictly necessary in the ordinary course of business (for example, where required for compliance with external regulatory and/or accounting obligations) and on the basis that, should the AP Divestment Depot be purchased by an Approved Purchaser, any records or copies (electronic or otherwise) of such information that have been passed to any person who is not a member of staff of that AP Divestment Depot (prior to, or after, the date of the Final Undertakings), wherever they may be held, will be passed on to the relevant Approved Purchaser and any copies will be destroyed (subject to the right for ECP to retain a copy to the minimum extent required by the laws or regulations of any country to which any member of the ECP group is subject).

6. Procedure for consent or approval and notification

- 6.1. ECP undertakes that any application by it for the CMA's consent or approval shall make full disclosure of every material fact and matter within its knowledge that it believes is relevant to the CMA's decision.
- 6.2. Where the CMA grants consent or approval on the basis of misleading or incomplete information and such information materially affects its consent or approval, the consent or approval is voidable at the election of the CMA.
- 6.3. In the event that ECP discovers that an application for consent or approval has been made without full disclosure to the CMA in accordance with paragraph 6.1, ECP undertakes to:
 - (a) inform the CMA in writing identifying the information that it omitted to include in the application for consent within two Working Days of becoming aware that the relevant information is misleading or incomplete; and
 - (b) at the same time or not later than two Working Days starting with the date on which it has informed the CMA of the omission in accordance with paragraph (a) above, provide to the CMA an application for consent that includes the missing information.
- 6.4. ECP shall use all reasonable endeavours to make each application or to procure that each application for consent or approval is made so that it is received by the CMA at least five Working Days, or such lesser period as the

CMA may allow, before the day on which the CMA's consent or approval is necessary to avoid a breach of the Final Undertakings.

- 6.5. The CMA will use all reasonable endeavours to grant or refuse any consent or approval within the five-Working-Day period referred to in paragraph 6.4 above. This provision is without prejudice to the CMA's duties under the Act.

7. Monitoring Trustee

- 7.1. ECP confirms that it has, and has provided the CMA with evidence that it has, notified the Monitoring Trustee that from the Commencement Date:

- (a) the Monitoring Trustee's appointment has taken place in relation to all the Final Undertakings;
- (b) the appointment and work of the Monitoring Trustee shall continue until Effective Divestiture takes place.

- 7.2. The appointment of the Monitoring Trustee, and the terms of his or her appointment, are subject to the provisions set out in Annex 5 to the Final Undertakings, and require the Monitoring Trustee to:

- (a) monitor and report periodically (the period to be determined by the CMA) to the CMA on
 - (i) the work undertaken, and progress made, by ECP towards Effective Divestiture (including the progress in relation to the Parties' obligations to ensure security of tenure at each of the Divested Depots);
 - (ii) various performance indicators (to be agreed between the CMA, ECP and the Monitoring Trustee) in relation to each Divestment Depot, including financial and operational performance indicators, staffing and inventory levels;
 - (iii) compliance by ECP with the Final Undertakings; and
- (b) support the CMA in taking action which may be required to give effect to the Final Undertakings, including but not limited to the reporting of any issues arising which the Monitoring Trustee considers might prejudice the intended and effective outcome of the divestiture process, or Effective Divestiture within the Divestiture Period.

- 7.3. ECP undertakes to make such changes to the terms of appointment of the Monitoring Trustee as are required by the CMA to give effect to paragraph 7.2.

8. Divestment Reporting Obligations

- 8.1. ECP undertakes that it will provide to the CMA and the Monitoring Trustee:
- (a) as soon as reasonably practical after the Commencement Date, a list of Divestment Depots it proposes to divest;
 - (b) within a period of five Working Days from the Commencement Date, a draft timetable that it proposes to adopt, subject to the CMA's approval, to ensure the Final Disposal of each of the Divestment Depots (the 'Approved Timetable').
- 8.2. Thereafter, ECP undertakes to provide to the CMA and the Monitoring Trustee a report every four weeks, or at such other interval as is agreed with the CMA, until Effective Divestiture, that will outline the progress that ECP has made towards Effective Divestiture of each of the Divestment Depot against the Approved Timetable, and the steps that have otherwise been taken to comply with the Final Undertakings, and shall in particular report:
- (a) on the status of any discussions that have been held with potential purchasers of the Divestment Depots;
 - (b) on the progress that has been made towards agreeing Heads of Terms (if applicable);
 - (c) on the steps that have been taken towards reaching an Approved Agreement and the persons to whom any draft agreement has been distributed; and
 - (d) on such other matters as may be directed by the CMA from time to time.
- 8.3. ECP undertakes that in the report provided pursuant to paragraph 8.2 it shall, among other things, set out:
- (a) the total number of persons who have lodged a formal bid with ECP for the acquisition of any of the Divestment Depots since the publication of the Final Report;
 - (b) the name, address, email address, contact point and telephone number of each person who has lodged a formal bid with ECP to acquire any of the Divestment Depots since the publication of the Final Report and subsequently been short-listed by ECP as a preferred purchaser for any of the Divestment Depots; and
 - (c) details of the measures taken by each of ECP and its financial advisers to solicit purchasers for the Divestment Depots.

- 8.4. ECP undertakes that it will provide to the CMA and the Monitoring Trustee on a monthly basis a Compliance Statement, submitted in the form specified in the template statement set out in Annex 6, confirming ECP's compliance with the Final Undertakings and setting out any material developments relating to the activities of the Divestment Depots which is relevant to the Divestiture Undertakings and/or the Asset Maintenance Undertakings. This includes, but is not limited to:
- (a) details of staff who leave or join;
 - (b) any substantial changes in sales volumes, sales prices or stock availability;
 - (c) any substantial changes in contractual arrangements or relationships with key suppliers which affect any of the Divestment Depot; and
 - (d) any other matters as may be directed by the Monitoring Trustee from time to time.
- 8.5. In the event that ECP does not meet a target date as set out in the Approved Timetable, or is otherwise delayed in implementing the divestitures required pursuant to the Divestiture Undertakings, ECP undertakes to inform the CMA and the Monitoring Trustee in writing of the occurrence and the reasons for the failure promptly, and in any case not later than two Working Days from becoming aware of that occurrence.

9. Directions

- 9.1. ECP will comply with such written Directions as the CMA may from time to time issue and will take such steps as may be specified or described in the Directions for complying with the Final Undertakings.
- 9.2. Any delay by the CMA in making a written Direction shall not affect the obligations of ECP at such time as the CMA makes any written Direction under paragraph 9.1.

10. Conditions for the appointment of a Divestiture Trustee

- 10.1. Without prejudice to the CMA's order-making power under section 83 of the Act, ECP undertakes that it shall at the written Direction of the CMA appoint a Divestiture Trustee in accordance with paragraph 11 to give effect to the Divestiture Trustee Obligation.
- 10.2. The Divestiture Trustee shall fulfil the Divestiture Trustee Obligation and shall undertake such matters preparatory to giving effect to the Divestiture Trustee

Obligation or part thereof as the CMA may specify in the written Direction referred to in paragraph 10.1 above.

11. Divestiture Trustee – appointment procedure

- 11.1. ECP recognises and acknowledges that the CMA may direct the appointment of a Divestiture Trustee at any time after the expiry of the Divestiture Period, or prior to the expiry of the Divestiture Period where the CMA considers that ECP (for whatever reason) has not complied with the Approved Timetable in such a way that Final Disposal in one or more Relevant Areas may not be expected to take place within the Divestiture Period.
- 11.2. ECP undertakes that, at the written Direction of the CMA, ECP shall submit to the CMA for approval a list of two or more persons from which they propose to appoint a Divestiture Trustee. The proposal shall contain sufficient information for the CMA to verify that each proposed person fulfils the requirement set out in paragraph 11.3 below and shall include among other things:
- (a) the full terms of the proposed mandate, which shall include all provisions necessary to enable the Divestiture Trustee to fulfil the Divestiture Trustee Obligation; and
 - (b) a schedule of the steps to be taken to give effect to the mandate.
- 11.3. Each person on the list referred to in paragraph 11.2 shall be independent of, and unconnected to, ECP, possess the qualifications necessary for the performance of the mandate and shall on appointment and thereafter be free of any conflict of interest including any conflict of interest that might arise by virtue of the terms of remuneration.
- 11.4. The CMA may approve or reject any or all of the proposed Divestiture Trustees (such approval not to be unreasonably withheld) and may approve the proposed mandate subject to any modifications it deems necessary for the Divestiture Trustee to fulfil the Divestiture Trustee Obligation. If only one name is approved, ECP shall use its best endeavours to appoint, or cause to be appointed, the individual or institution concerned as Divestiture Trustee in accordance with the mandate approved by the CMA. If more than one name is approved, ECP shall be free to choose the Divestiture Trustee to be appointed from among the names approved. ECP undertakes to appoint the Divestiture Trustee within two Working Days from the CMA's approval and on the terms of the mandate approved by the CMA.
- 11.5. If all the proposed Divestiture Trustees are rejected by the CMA, ECP shall submit the names of at least two further persons within two Working Days starting with the date on which it was informed of the rejection, in accordance

with the requirements and the procedure set out in paragraphs 11.2 and 11.3 above.

- 11.6. The provisions of paragraph 11.7 below shall apply only if:
- (a) ECP fails to nominate persons in accordance with paragraph 11.3 above; or
 - (b) those further persons nominated by ECP in accordance with paragraph 11.5 above are rejected by the CMA; or
 - (c) ECP is unable for any reason to conclude the appointment of the Divestiture Trustee within the time limit specified by the CMA.
- 11.7. The CMA shall nominate one or more persons to act as a Divestiture Trustee, and ECP shall appoint or cause to be appointed such Divestiture Trustee within two Working Days starting with the date of such nomination under the terms of a Divestiture Trustee mandate approved by the CMA.

12. Divestiture Trustee – functions

- 12.1. ECP undertakes to enable the Divestiture Trustee to carry out the Divestiture Trustee Obligation.
- 12.2. ECP recognises and acknowledges that:
- (a) the CMA may, on its own initiative or at the request of the Divestiture Trustee, give written Directions or instructions to the Divestiture Trustee in order to assist it in the discharge of the Divestiture Trustee Obligation to bring about the Final Disposal of any Divestment Depot;
 - (b) the CMA may include in such agreements, deeds, instruments of transfer and other instruments and documents as are necessary for the performance of the Divestiture Trustee Obligation such terms and conditions as the CMA considers appropriate; and
 - (c) the Divestiture Trustee shall protect the legitimate financial interests of ECP subject to the Divestiture Trustee's overriding obligation to give effect to the Divestiture Trustee Obligation.
- 12.3. ECP recognises and acknowledges that the Divestiture Trustee shall take such steps and measures it considers necessary to discharge the Divestiture Trustee Obligation and to that end the Divestiture Trustee may give written directions to ECP, as applicable. ECP undertakes to comply with such directions or to procure compliance with such directions as are within its

powers and to take such steps within its competence as the Divestiture Trustee may specify.

- 12.4. ECP recognises and acknowledges that the CMA may require ECP or the Divestiture Trustee to divest an alternative Divestment Depot at any time after the expiry of the Divestiture Period, or prior to the expiry of the Divestiture Period where the CMA considers that Final Disposal of the Divestment Depot selected by ECP for divestiture in any Relevant Area may not be expected to take place (for whatever reason) within the Divestiture Period.
- 12.5. ECP recognises and acknowledges that in the performance of the Divestiture Trustee Obligation the Divestiture Trustee shall act solely on the instructions of the CMA and shall not be bound by any instruction of ECP. ECP undertakes that it shall not seek to create or vary the obligations and duties of the Divestiture Trustee except with the CMA's prior written consent.

13. Divestiture Trustee – duties and obligations of ECP

- 13.1. ECP undertakes to provide the Divestiture Trustee with such cooperation, assistance and information (including the production of financial or other information, whether or not such information is in existence at the time of the request, relevant to the Final Disposal of any Divestment Depot but excluding any material properly the subject of legal privilege) as the Divestiture Trustee may reasonably require in the discharge of the Divestiture Trustee Obligation.
- 13.2. ECP recognises and acknowledges that the Divestiture Trustee shall be entitled, subject to the duty of confidentiality, to full and complete access to the books, records, documents, management or other personnel, facilities, sites and technical information necessary for the fulfilment of the Divestiture Trustee Obligation (save where material is properly the subject of legal privilege) and ECP undertakes to provide the Divestiture Trustee upon reasonable request with copies of any such items. On the reasonable request of the Divestiture Trustee, ECP undertakes to make available to the Divestiture Trustee one or more offices on its premises, and ensure personnel are available where necessary for meetings in order to provide the Divestiture Trustee with all information reasonably necessary for the performance of the Divestiture Trustee Obligation, subject in each case to the Divestiture Trustee's compliance with ECP's internal policies.
- 13.3. ECP undertakes to grant reasonable comprehensive powers of attorney, duly executed, to the Divestiture Trustee to enable it to discharge the Divestiture Trustee Obligation including by the appointment of advisers to assist with the disposal process. ECP undertakes that upon the reasonable request of the

Divestiture Trustee ECP shall execute the documents required to give effect to the Divestiture Trustee Obligation.

- 13.4. ECP undertakes to hold the Divestiture Trustee, its employees, agents or advisers harmless against any liabilities arising out of the proper performance of the Divestiture Trustee Obligation and ECP recognises and acknowledges that the Divestiture Trustee, its employees, agents or advisers shall have no liability to ECP or any of its subsidiaries for any liabilities arising out of the proper performance of the Divestiture Trustee Obligation, except to the extent that such liabilities result from the wilful default, recklessness, negligence or bad faith of the Divestiture Trustee, its employees, agents or advisers.
- 13.5. ECP undertakes that at its expense the Divestiture Trustee may appoint advisers (in particular for corporate finance or legal advice) if the Divestiture Trustee reasonably considers the appointment of such advisers necessary or appropriate in the discharge of the Divestiture Trustee Obligation, provided that any fees and other expenses incurred by the Divestiture Trustee are reasonably incurred. Before appointing any such advisers, the Divestiture Trustee will consider using the advisers already appointed by ECP. Should ECP refuse to approve the advisers proposed by the Divestiture Trustee, the CMA may, after consulting with ECP, approve and direct the appointment of such advisers.
- 13.6. ECP undertakes to make no objection to the Final Disposal of any Divestment Depot save on the grounds of either bad faith by the Divestiture Trustee or failure of the Divestiture Trustee reasonably to protect the legitimate financial and business interests of ECP, subject to the Divestiture Trustee Obligation; and where ECP wishes to make an objection on the grounds of bad faith by the Divestiture Trustee or failure of the Divestiture Trustee reasonably to protect the legitimate financial and business interests of ECP it shall submit to the CMA a notice setting out its objections within two Working Days from the day on which it became aware of the fact or facts giving rise to its objection.

14. Divestiture Trustee – replacement, discharge and reappointment

- 14.1. ECP acknowledges that, if the Divestiture Trustee ceases to perform the Divestiture Trustee Obligation, or for any other good cause, including the exposure of the Divestiture Trustee to a conflict of interest, the CMA may, after consulting the Divestiture Trustee, require ECP to replace the Divestiture Trustee.
- 14.2. If the Divestiture Trustee is removed under paragraph 14.1 above, the Divestiture Trustee may be required to continue in post until a new Divestiture Trustee is in place to whom the Divestiture Trustee has effected a full

handover of all relevant information. The new Divestiture Trustee shall be appointed in accordance with the procedure contained in paragraph 11 above.

- 14.3. ECP recognises and acknowledges that, other than in accordance with paragraph 14.1 above, the Divestiture Trustee shall cease to act as Divestiture Trustee only after the CMA has discharged it from its duties at a time at which all the obligations with which the Divestiture Trustee has been entrusted have been met.

15. Variations to the Final Undertakings

- 15.1. The terms of the Final Undertakings may be varied with the prior written consent of the CMA in accordance with sections 82(2) and 82(5) of the Act.
- 15.2. Where a request for consent to vary the Final Undertakings is made to the CMA, the CMA will consider any such request in light of the Final Report and will respond in writing as soon as is reasonably practicable having regard to the nature of the request and to its statutory duties.
- 15.3. The consent of the CMA shall not be unreasonably withheld.

16. General obligation to provide information to the CMA

- 16.1. ECP undertakes that it shall promptly provide to the CMA such information as the CMA may reasonably require for the purpose of performing any of its functions under the Final Undertakings or under sections 82, 83, 93(6) and 94 of the Act.
- 16.2. ECP undertakes that, should it at any time be in breach of any provision of the Final Undertakings, it will notify the CMA and the Monitoring Trustee within two Working Days starting with the date it becomes aware of the breach to advise the CMA that there has been a breach and of all the circumstances of that breach.
- 16.3. Where any person, including a Monitoring Trustee or Divestiture Trustee, must provide information in relation to ECP to the CMA under or in connection with the Final Undertakings, whether in the form of any notice, application, report or otherwise, ECP undertakes that it will take reasonable steps within its power (for example, the execution of a non-disclosure agreement) to procure that that person shall treat all information provided to it as confidential and shall not disclose any business-sensitive information of ECP to any person other than the CMA, without the prior written consent of both the CMA and ECP.

17. Acceptance of Service

- 17.1. ECP hereby authorises Gibson, Dunn & Crutcher to accept on its behalf service of all documents, orders, requests, notifications or other communications connected with the Final Undertakings (including any such document which falls to be served on or sent to ECP in connection with proceedings in court in the United Kingdom).
- 17.2. Unless ECP informs the CMA that Gibson, Dunn & Crutcher has ceased to have authority and has informed the CMA of an alternative to accept and acknowledge service on its behalf, any document, order, request, notification or other communication connected with the Final Undertakings shall be deemed to have been validly served on ECP if it is served on Gibson, Dunn & Crutcher (Reference: CMA Final Undertakings, attention of Ali Nikpay and Deirdre Taylor), and service or receipt shall be deemed to be acknowledged by ECP if it is acknowledged by email from Gibson, Dunn & Crutcher to the CMA.
- 17.3. Paragraph 17.1 has effect irrespective of whether, as between Gibson, Dunn & Crutcher and ECP and ECP and Gibson, Dunn & Crutcher has or continues to have any authority to accept and acknowledge service on behalf of ECP (unless ECP informs the CMA that Gibson, Dunn & Crutcher has ceased to have authority to accept and acknowledge service on its behalf), and no failure or mistake by ECP (including a failure to notify ECP of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of the Final Undertakings, including any proceeding or judgement pursuant to the Final Undertakings.

18. Effect of invalidity

- 18.1. ECP undertakes that, should any provision of the Final Undertakings be contrary to law or invalid for any reason, ECP shall continue to observe the remaining provisions.

19. Extension of time

- 19.1. ECP recognises and acknowledges that the CMA may, where it considers appropriate, in response to a written request from ECP showing good cause, or otherwise at its own discretion, grant an extension of any period specified in the Final Undertakings within which ECP, the Monitoring Trustee and/or the Divestiture Trustee (as the case may be) must take action.

20. Governing law

20.1. The Final Undertakings shall be governed by and construed in all respects in accordance with English law.

20.2. Disputes arising concerning the Final Undertakings shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21. Termination and release

21.1. The variation, release or supersession of the Final Undertakings shall not affect the validity and enforceability of any rights or obligations that arose prior to such variation, release or supersession.

FOR AND ON BEHALF OF ECP

.....	Signature	Signature
.....	Name	Name
.....	Title	Title
.....	Date	Date

Annex 1 - List of Relevant Areas and Divestment Depots

<i>Relevant area</i>	<i>AP Divestment Depot</i>	<i>ECP Divestment depot</i>	
Blackpool	AP Lytham	ECP Blackpool	
Brighton	AP Hove	ECP Brighton	
Gloucester	AP Gloucester	ECP Gloucester	
Liphook	AP Liphook	ECP Haslemere	
Scunthorpe	AP Scunthorpe	ECP Scunthorpe	
Sunderland	AP Sunderland	ECP Sunderland Ngh	
Wakefield	AP Wakefield	ECP Wakefield	
Worthing	AP Worthing	ECP Worthing – Satt	
York	AP York	ECP York	

Annex 2 - Purchaser Approval Criteria

1. In order to be approved by the CMA as Approved Purchasers, proposed purchasers must demonstrate the satisfaction of the Purchaser Approval Criteria. These Purchaser Approval Criteria are to be construed as consistent with and giving effect to paragraph 10.91 of the Final Report.

Independence

2. The proposed purchaser must have no significant connection to ECP that may compromise the purchaser's incentives to compete with the relevant Divested Depot. It must further be independent of, and unconnected to, any Associated Person of ECP or its Group of Interconnected Bodies Corporate.

Capability

3. The proposed purchaser must have access to appropriate financial resources, expertise and assets to enable each Divested Depot to be an effective competitor in the Relevant Area where the Divested Depot is located. It must be able to show it has the necessary operational capability to provide general motor factors services.

Commitment to the relevant market

4. The proposed purchaser must have the intention to maintain and operate the divested business as a viable and active business in competition with ECP and other competitors in the Relevant Area so as to remedy the SLC and any adverse effect. This could be demonstrated by (among other things) a suitable business plan or such other evidence as the CMA considers appropriate.

Absence of competitive or regulatory concern

5. In considering whether to approve any agreement the CMA shall consider whether the terms of the agreement (and any other agreements or arrangements ancillary or connected to the agreement) would give rise to a material risk that the sale of a Divestment Depot would not remedy the SLC in each Relevant Area and any adverse effects likely to arise from it. In addition, the acquisition of a Divestment Depot by a proposed purchaser must not raise a competition concern within the Relevant Area.

Annex 3 – Requirements in relation to the divestiture of a Divestment Depot

1. The Final Disposal of any Divestment Depot under paragraph 3 of the Final Undertakings will be subject to the requirements set out in this Annex, pursuant to section 10 of the Final Report.

Transfer of the depot staff

2. Staff employed at the Divestment Depot shall be transferred under the Transfer of Undertakings (Protection of Employment) Regulations to the Approved Purchaser.

Stock and inventory

3. ECP shall give the Approved Purchaser the option of acquiring stock/inventory at the Divestment Depot to the extent necessary to enable continuity of supply to local customers of that Divestment Depot.

Existing customer supply contracts (excluding Key Account Contracts)

4. ECP shall give the Approved Purchaser the option of acquiring any existing customer supply contracts relating to customers served by the Divestment Depot (but excluding Key Account Contracts).

Access to relevant customer data (excluding Key Accounts data)

5. ECP shall transfer to the Approved Purchaser customer data relating to the customers served by the Divestment Depot (including any archived customer data), but excluding customer data relating to Key Account Customers. Customer data shall include (but need not be limited to):
 - (a) with respect to customers which have made a purchase in the 12 months preceding the Final Disposal, contact details;
 - (b) records of past purchases in the 12 months preceding the Final Disposal;
 - (c) delivery van route data used in the 12 months preceding the Final Disposal (if any); and
 - (d) customer pricing information in the 12 months preceding the Final Disposal.

For the avoidance of doubt, the Parties shall not be required to transfer the pricing algorithms or models used by the divested depots.

Supplier's contracts

6. ECP shall take reasonable steps to obtain for the Approved Purchaser the option of acquiring any existing supplier contract that is necessary for the Approved Purchaser to offer, at the time of Final Disposal, continuity of supply to local customers of that Divestment Depot provided that any such supplier contract relates exclusively to the relevant Divestment Depot. Where such an existing supplier contract does not relate exclusively to the relevant Divestment Depot, ECP shall take reasonable steps to assist the Approved Purchaser in obtaining such goods or services that are necessary for the Approved Purchaser to offer, at the time of Final Disposal, continuity of supply to local customers of that Divestment Depot.

Fleet of delivery vehicles

7. ECP shall give the Approved Purchaser the option of acquiring (or taking on the lease in relation to) some or all the delivery vehicles used at the Divestment Depot.

Fixed assets

8. ECP shall give the Approved Purchaser the option of acquiring any fixed assets (such as machinery, computers, fixtures and fittings) in use at the Divestment Depot.

Services and utilities

9. ECP shall take all necessary steps to assist in ensuring a smooth transition of any services and utilities (as required) to the Approved Purchaser of a Divestment Depot.

Transitional services

10. ECP shall give the Approved Purchaser the option of purchasing from ECP transitional services (the terms of which will be subject to bilateral negotiations between the Parties and the purchaser) to ensure a smooth transition in the Divestment Depot's activities.

Annex 4 – Authorised derogations to the Assets Maintenance Undertakings

1. By derogation to the Assets Maintenance Undertakings, the CMA has consented to the following.

Management of the AP Divestment Depots by the Secondees

2. In order to preserve the viability of the AP Divestment Depots, the Secondees will manage the AP Divestment Depots according to a business plan approved by the CMA (the Business Plan). This is subject to paragraphs 14 and 15, and to:
 - (a) the Secondees not taking part in, having access to information regarding, or attending meetings discussing, commercially sensitive information in relation to the business of ECP in the Relevant Areas, including but not limited to customer negotiations, bid preparation, price-setting or disaggregated (ie branch-level or below) margins and prices in relation to the ECP depots in the Relevant Areas;
 - (b) the Secondees taking full responsibility for decision-making regarding the AP Divestment Depots (and such decisions shall not be made by any members of the ECP business senior staff). For the avoidance of doubt, no other employee, director or officer of ECP shall have the right to direct or dictate the management or the strategy of the AP Divestment Depots, including but not limited to sales prices and approaching customers.

Support

3. In order to preserve the viability of the AP Divestment Depots, the ECP business shall be permitted to supply the AP Divestment Depots with stock on an ad hoc basis, as necessary and determined independently by the Secondees, Regional Manager and/or staff of the AP Divestment Depots for the purposes of satisfying customer requests. This is subject to paragraphs 14 and 15 and to the conditions that:
 - (a) the ECP business supplies all stock on arms-length commercial terms;
 - (b) the ECP business does not unreasonably refuse to supply the AP Divestment Depots with any stock; and
 - (c) the Monitoring Trustee is informed of all occasions where the ECP business refuses to supply the AP Divestment Depots with: (i) slow moving stock; or (ii) stock of a value above a minimum specified by the CMA, and the CMA is provided with the reasons for refusal.

4. In order to preserve the viability of the AP business, the ECP business shall be permitted, subject to paragraphs 14 and 15:
 - (a) to manage and integrate the supply chain, logistics and purchasing activities of the AP Divestment Depots with its own depots;
 - (b) to manage and integrate the inventory management system of the AP Divestment Depots with its own depots; and
 - (c) to manage and integrate the human resources (including training and incentives policies) activities of the AP Divestment Depots with its own.
5. In order to assist the Secondees in preserving the viability of the AP Divestment Depots, and subject to paragraphs 14 and 15:
 - (a) ECP personnel within the e-commerce/retail department, marketing department, logistics department and product department may provide marketing, advertising and technical support to the Secondees as specified in the business plan.
 - (b) ECP's personnel within its business's legal, tax, internal audit, acquisitions, treasury, insurance, real estate, payroll, fleet, accounting, human resources and logistics functions may provide support to the AP Divestment Depots. In addition, such ECP personnel shall be entitled to seek advice from external professional advisers (for example, lawyers, accountants and auditors) who shall be under a duty of confidentiality in respect of any information provided by their client, ECP, and shall not use information provided by the AP Divestment Depots except to assist ECP in providing such support as permitted by this derogation.
 - (c) the ECP business's IT personnel may provide support to upgrade IT systems used by the AP business, on the condition that the ECP and AP IT systems are operated on a standalone basis.

Reporting to ECP

Monitoring

6. Subject to paragraphs 14 and 15, and in order to assess compliance by the AP Divestment Depots with the Business Plan, the Secondees may provide [X], [X] and [X] with reports containing limited confidential and proprietary information relating to the AP Divestment Depots. These reports shall not include disaggregated commercially-sensitive information concerning the AP Divestment

Depots, including but not limited to: specific customer information (eg customer negotiations, bid preparation), price-setting and branch-level or below margins.

Financial reporting

7. Subject to paragraphs 14 and 15, and in order to ensure ECP's regulatory and reporting obligations are met and to allow the ECP business to audit the performance of the AP Divestment Depots, the Seconddees may provide certain employees, directors and officers of the ECP business specified in Schedule 1 of Annex 5 with reports containing the following categories of information:
 - (a) *Compliance reporting information* that is legally required to be reported under U.S. SEC rules in accordance with the timing stipulated in the relevant SEC rule;
 - (b) *Summary financial statements* aggregated for the AP Divestment Depots as a whole, daily (these daily reports may only include aggregated data on turnover and margins for the AP business as a whole; they may not include branch level or product level data);
 - (c) *Credit control information* on aged debtors, significantly overdue accounts, and debt and cash positions and forecasts, monthly;
 - (d) *Employee data* that is required to be reported to the U.S. tax authorities or under compliance requirements, monthly; and
 - (e) *Areas of management concerns* relating to the AP Divestment Depots which constitute serious events or developments which could impact on the viability of the AP Divestment Depots, provided that the Monitoring Trustee is informed of the nature of any information shared in the category of 'areas of management concern' no later than when it is shared with the relevant individuals at the ECP business.

Daily reports to [REDACTED]

8. Subject to paragraphs 14 and 15, and in order to preserve the viability of the AP business, [REDACTED] shall be permitted to receive certain daily reports on the AP business as a whole in the format provided and approved in advance by the CMA, provided that such reports do not contain any information about specific AP Divestment Depots (including about their area, customers, suppliers or contracts).

Protocol for sharing confidential information in relation to the divestment process

9. A team of ECP personnel that includes the individuals listed in Schedule 2 to this Annex (the ECP Enhanced Clean Team) shall be given access to all commercially sensitive information relating to each of the AP Divestment Depots, and shall be tasked with preparing the data room for their divestment, the Confidential Information Memorandum to send to potential purchasers, management presentations to potential purchasers, and other necessary information to be shared with potential purchasers. In this context, the ECP Enhanced Clean Team shall be granted for that purpose only access to all disaggregated and commercially sensitive information for each of the AP Divestment Depots.
10. In addition, a wider team of ECP personnel that includes the individuals listed in Schedule 2 to this Annex (the ECP Clean Team) to have access to the following information produced by the ECP Enhanced Clean Team:
 - (a) all financial information prepared for each AP Divestment Depot on an aggregated basis or a basis that does not disclose the identity of individual customers;
 - (b) all other business information for each AP Divestment Depot relating to its historical and future operations, opportunities and risks that does not disclose the identity of individual customers;
 - (c) all information held by AP prior to the Initial Enforcement Order being made;
 - (d) all information that is in the public domain.
11. ECP external legal and financial advisors may, for the purposes of the divestment process, receive any information in the data room, the Confidential Information Memorandum, management presentations and other disclosures made or to be made to a potential purchaser that is, or includes, commercially sensitive data (eg customer identifying information), provided that such information should not be shared with, or permitted to pass to, ECP.
12. Notwithstanding paragraph 11, ECP external legal and financial advisors may share or pass on to a restricted group of individuals at ECP, to be nominated by ECP (Nominated ECP individuals), commercially sensitive data to which paragraph 11 above relates, where that commercially sensitive data becomes, or is likely to become, a material issue in the negotiations with a potential purchaser

and it is necessary for ECP to gain knowledge of such data to progress the divestment. However, before sharing any information with the Nominated ECP individuals under the terms of this paragraph, ECP's external legal and financial advisors must first consult the Monitoring Trustee on the scope of the information to be shared and on the identity of the Nominated ECP individuals. The receipt or sharing of information under this paragraph must not extend beyond the Nominated ECP individuals without the approval of the CMA, and is subject to paragraphs 14 and 15 below.

13. Following Final Disposal of any AP Divestment Depot, all information relating to the AP Divestment Depot that was shared with the ECP Enhanced Clean Team, the ECP Clean Team and/or Nominated ECP individuals shall be returned to the relevant AP Divestment Depot or destroyed, subject to any record retention requirements of ECP; provided that ECP shall not access or use such information for any purpose except legal or regulatory compliance.

Information relating to the AP Divestment Depots – Non-disclosure agreements

14. Information relating to the AP Divestment Depots will only be shared with ECP employees, directors or officers (whether for the purpose of supporting the Secondees or the AP Divestment Depots under paragraphs 2 to 5 of this Annex or as part of any of the reporting set out in paragraphs 6 to 8 of this Annex) once they have signed the appropriate NDAs, in a form approved in advance by the CMA, to preserve the confidentiality of this information and to use this information only for the purposes of the disclosure. ECP will provide the CMA with a list of the ECP business employees, directors and officers who have signed these NDAs, specifying their roles.
15. Where information relating to any AP Divestment Depot is shared with ECP employees, directors or officers in connection with any function referred to in paragraphs 2 to 8 above, these ECP employees, directors or officers shall have access to no more information relating to the AP Divestment Depots than is strictly necessary to enable them to perform that function. In particular, they shall have no involvement in, or access to, disaggregated commercially-sensitive information concerning the AP Divestment Depots, including but not limited to: specific customer information (eg customer negotiations, bid preparation), price-setting and branch-level or below margins.

Schedule 1 of Annex 4 – Recipients of reports prepared by the Seconddees

Persons authorised to receive information under paragraph 6 of Annex 5:

- [REDACTED];
- [REDACTED]; and
- [REDACTED].

Persons authorised to receive information under paragraphs 7(a), 7(c), 7(d) and 7(e) of Annex 4:

- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];

- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED]; and
- [REDACTED].

Persons authorised to receive information under paragraph 7(b) of Annex 4:

- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED]; and
- [REDACTED].

Persons authorised to receive information under paragraph 8:

- [REDACTED].

Schedule 2 of Annex 5 – protocol for confidential information in the divestment process

1. The following persons shall be referred to as the **ECP Clean Team** (as amended from time to time with the written consent of the CMA):

- a. [REDACTED];
- b. [REDACTED];
- c. [REDACTED];
- d. [REDACTED];
- e. [REDACTED];
- f. [REDACTED]; and
- g. [REDACTED].

2. The following person shall be referred to as the **ECP Enhanced Clean Team** (as amended from time to time by the written consent of the CMA):

- a. [REDACTED];
- b. [REDACTED];
- c. [REDACTED];
- d. [REDACTED]; and
- e. [REDACTED].

Annex 5 - Monitoring Trustee Provisions

General

1. The Monitoring Trustee must act on behalf of the CMA, report solely to the CMA, and be under an obligation to the CMA to carry out his or her functions to the best of his or her abilities. The Monitoring Trustee must take such steps as he or she reasonably considers necessary in order to carry out his or her functions effectively.
2. ECP must cooperate fully with the Monitoring Trustee, in particular as set out below, and ECP must ensure that the Monitoring Trustee's mandate reflects and gives effect to the functions and obligations of the Monitoring Trustee.
3. The Monitoring Trustee must possess appropriate qualifications and experience to carry out his or her functions.
4. The Monitoring Trustee must neither have nor become exposed to a conflict of interest that impairs the Monitoring Trustee's objectivity and independence in discharging his or her duties under these Monitoring Trustee Provisions, unless it can be resolved in a manner and within a timeframe acceptable to the CMA. Where the Monitoring Trustee has concerns that such a conflict of interest may have arisen, the Monitoring Trustee must communicate those concerns to the CMA immediately.
5. ECP shall remunerate the Monitoring Trustee and reimburse the Monitoring Trustee for all reasonable costs properly incurred in accordance with its mandate and in such a way as not to impede the Monitoring Trustee's independence or ability effectively and properly to carry out his or her functions.
6. The appointment of a Monitoring Trustee by ECP shall be subject to approval by the CMA including with respect to the identity of the Monitoring Trustee and his or her mandate.

Obligations of ECP

7. ECP and each of its subsidiaries and its employees, officers, directors, advisers and consultants must cooperate fully with the Monitoring Trustee, in particular by providing the Monitoring Trustee with all cooperation, assistance and information as the Monitoring Trustee may reasonably require in order to discharge his or her functions, including but not limited to:

- (a) the provision of full and complete access to all personnel, books, records, documents, facilities and information of ECP and AP (as available to ECP and AP) as the Monitoring Trustee may reasonably require; and
 - (b) the provision of such office and supporting facilities as the Monitoring Trustee may reasonably require.
- 8. If ECP or any of its subsidiaries is in any doubt as to whether any action or communication would infringe these Monitoring Trustee Provisions, it is required to contact the Monitoring Trustee for clarification.
- 9. If ECP or any of its subsidiaries has any reason to suspect that these Monitoring Trustee Provisions may have been breached, it must notify the Monitoring Trustee and the CMA immediately.

Reporting functions

- 10. The Monitoring Trustee is required to comply with such reporting obligations as may be specified in the Monitoring Trustee's mandate and with the requirements of paragraph 7.3 of the Final Undertakings.

Annex 6 – Compliance Statement Template

Completed Acquisition of by Euro Car Parts of assets of the Andrew Page business

Compliance statement submitted by Euro Car Parts [insert Relevant Period]

I [insert name] confirm on behalf of Euro Car Parts Limited, and of its associated persons (within the meaning of Section 127 of the Enterprise Act 2002), including Andrew Page 1917 Limited (collectively, 'ECP'), the following.

1. In the period from [insert date] to [insert date] (the Relevant Period), ECP has complied with the final undertakings given on XX January 2018 by ECP to the CMA in relation to the acquisition of certain assets of Andrew Page (the 'Final Undertakings').
2. Except with the prior written consent of the CMA, no action has been taken by ECP in the Relevant Period that might prejudice implementation of the Final Undertakings or otherwise impair the CMA's ability to take such action for the purpose of remedying, mitigating or preventing the SLC or any adverse effect which has resulted from, or may be expected to result from, the SLC findings set out in the Final Report.
3. There has been no material development during the Relevant Period relating to the activities of the Divestment Depots which is relevant to the Divestiture Undertakings and/or the Asset Maintenance Undertakings ***[if relevant, add:*** other than:
 - (a) ;
 - (b) ; and
 - (c) .]
4. ECP will continue actively to keep the CMA and the Monitoring Trustee informed of
 - (a) any failure to meet a target date as set out in the Approved Timetable or delay in implementing the divestitures required pursuant to the Divestiture Undertakings, pursuant to paragraph 8.5 of the Final Undertakings; or
 - (b) any breach of any provision of the Final Undertakings, pursuant to paragraph 16.2 of the Final Undertakings.

Interpretation

Terms defined in the Final Undertakings have the same meaning in this compliance statement.

FOR AND ON BEHALF OF EURO CAR PARTS LIMITED AND ITS ASSOCIATED PERSONS

Signature

Name

Title

Date