

## THE ORDER

### DEROGATION LETTER IN RESPECT OF INTERIM ORDER ISSUED PURSUANT TO SECTION 81 ENTERPRISE ACT 2002 COMPLETED ACQUISITION

**Consent under section 81 of the Enterprise Act 2002 to certain actions for the purposes of the Interim Order made by the Competition and Markets Authority ('CMA') on 26 November 2019**

#### **Completed acquisition by JD Sports Fashion plc of Footasylum plc (the Merger)**

We refer to your email of 27 November 2019 requesting that the CMA consents to derogations from the Interim Order of 26 November 2019 (which replaces the Initial Enforcement Order of 17 May 2019). The terms defined in the Interim Order have the same meaning in this letter.

Under the Interim Order, save for written consent by the CMA, Pentland Group Limited (Jersey) and Pentland Group Limited (together **Pentland**) and JD Sports Fashion plc (**JD Sports**) are required to hold separate the Footasylum Limited (**Footasylum**) business from the Pentland and JD Sports businesses and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference.

After due consideration of your requests for derogations from the Interim Order, based on the information received from you and in the particular circumstances of this case, JD Sports may carry out the following actions, in respect of the specified paragraphs.

#### **1. Paragraphs 4 and 5(e) of the Interim Order**

The CMA understands that [REDACTED], JD Sports has requested an option to serve a break notice on the landlords of the following 'JD' stores:

[REDACTED]

It is also the CMA's understanding that JD Sports [REDACTED].

The CMA grants this derogation on the basis of JD Sports' representation that [REDACTED], and subject to the following condition that in any event, JD Sports [REDACTED].

#### **2. Paragraphs 4 and 5(e) of the Interim Order**

The CMA understands that JD Sports intends to close the following stores:

[✂]

The CMA grants this derogation on the basis of JD Sports' representations that the closure of these stores would not constitute pre-emptive action.