

**ACQUISITION BY BELLIS ACQUISITION COMPANY 3 LIMITED OF
ASDA GROUP LIMITED**

**Initial Enforcement Order made by the
Competition and Markets Authority pursuant to
section 72(2) of the Enterprise Act 2002 (the Act)**

Whereas:

- (a) the Competition and Markets Authority (CMA) has reasonable grounds for suspecting that it is or may be the case that arrangements are in progress or in contemplation which, if carried into effect, will result in Bellis Acquisition Company 3 Limited, a company jointly owned by Mr Zuber Issa, Mr Mohsin Issa, TDR Capital LLP, TDR Capital III Holdings L.P. and TDR Capital III Investments (2019) L.P., and Asda Group Limited (**Asda**) ceasing to be distinct;
- (b) the CMA is considering whether to make a reference under section 22 or 33 of the Act;
- (c) Mr Zuber Issa, Mr Mohsin Issa and TDR Capital LLP (as manager of the TDR Capital investment funds (**TDR Capital**)), TDR Capital III Holdings L.P. and TDR Capital III Investments (2019) L.P. also hold interests in (or manage interests in, in the case of TDR Capital) EG Group Limited (**EG**);
- (d) the CMA wishes to ensure that no action is taken pending final determination of any reference under sections 22 or 33 of the Act which might prejudice that reference or impede the taking of any action by the CMA under Part 3 of the Act which might be justified by the CMA's decisions on the reference; and
- (e) the circumstances set out in section 72(6) of the Act do not apply and the reference has not been finally determined in accordance with section 79(1) of the Act.

Now for the purposes of preventing pre-emptive action in accordance with section 72(2) of the Act the CMA makes the following order addressed to Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda (**Order**).

Commencement, application and scope

1. This Order commences on the commencement date: being the date of completion of the transaction.
2. This Order applies to Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda.
3. Notwithstanding any other provision of this Order, no act or omission shall constitute a breach of this Order, and nothing in this Order shall oblige Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or Asda to reverse any act or omission, in each case to the extent that it occurred or was completed prior to the commencement date.
4. This Order does not prohibit the completion of the transaction provided that Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or Asda observe the restrictions set out below.

Management of the EG and Asda businesses until determination of proceedings

5. Except with the prior written consent of the CMA, Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall not, during the specified period, take any action which might prejudice a reference of the transaction under section 22 or 33 of the Act or impede the taking of any action under the Act by the CMA which may be justified by the CMA's decisions on such a reference, including any action which might:
 - (a) lead to the integration of the Asda business with the EG business;
 - (b) transfer the ownership or control of the EG business or the Asda business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Asda business or the EG business to compete independently in any of the markets affected by the transaction.
6. Further and without prejudice to the generality of paragraph 5 and subject to paragraph 3, Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall at all times during the specified period procure that, except with the prior written consent of the CMA:

- (a) the Asda business is carried on separately from the EG business and the Asda business's separate sales or brand identity is maintained;
- (b) the Asda business and the EG business are maintained as a going concern and sufficient resources are made available for the development of the Asda business and the EG business, on the basis of their respective pre-merger business plans;
- (c) except in the ordinary course of business, no substantive changes are made to the organisational structure of, or the management responsibilities within, the Asda business or the EG business;
- (d) the nature, description, range and quality of goods and/or services supplied in the UK by each of the two businesses are maintained and preserved;
- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Asda business and the EG business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Asda business or the EG business are disposed of; and
 - (iii) no interest in the assets of the Asda business or the EG business is created or disposed of;
- (f) there is no integration of the information technology of the Asda or EG businesses, and the software and hardware platforms of the Asda business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) the customer and supplier lists of the two businesses shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Asda business will be carried out by the Asda business alone and for the avoidance of doubt none of Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P or any of their subsidiaries (or in the case of TDR Capital any entities that they manage), the Bellis business or the EG business will negotiate on behalf of the Asda business (and vice versa) or enter into any joint agreements with the Asda business (and vice versa);

- (h) all existing contracts of the Asda business and the EG business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Asda business or EG business;
- (j) no key staff are transferred between the Asda business and the EG business;
- (k) all reasonable steps are taken to encourage all key staff to remain with the Asda business and the EG business; and
- (l) no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses shall pass, directly or indirectly, from the Asda business (or any of its employees, directors, agents or affiliates) to Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or any of their subsidiaries (or in the case of TDR Capital any entities that they manage), the Bellis business or the EG business (or any of their employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business (including for example, where required for compliance with external regulatory and/or accounting obligations or for due diligence, integration planning or the completion of any merger control proceedings relating to the transaction) and on the basis that, should the transaction be prohibited, any records or copies (electronic or otherwise) of such information that have passed, wherever they may be held, will be returned to the business to which they relate and any copies destroyed.

Compliance

7. Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall procure that each of their subsidiaries (or in the case of TDR Capital any entities they manage), the Bellis business and the EG business comply with this Order as if the Order had been issued to each of them.
8. Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall provide to the CMA such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., Asda and their subsidiaries (or in the case of TDR Capital, any entities they manage), as well as the Bellis business and the EG

business with this Order. In particular, on the date falling two weeks from commencement of the Order and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter), Mr Zuber Issa and Mr Mohsin Issa as well as the Chief Executive Officers and/or Managing Partners of TDR Capital (on behalf of TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P.), and Asda or other persons on behalf of Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, and Asda as agreed with the CMA shall, on behalf of each of Mr Zuber Issa, Mr Mohsin Issa, TDR Capital (on behalf of TDR Capital III Holdings L.P. and TDR Capital III Investments (2019) L.P.), and Asda, provide a statement to the CMA in the form set out in the Annexes to this Order confirming compliance with this Order.

9. At all times, Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall each actively keep the CMA informed of any material developments relating to the Asda business or the EG business, which includes but is not limited to:
 - (a) details of key staff who leave or join the Asda business or the EG business;
 - (b) any interruption of the Asda or EG business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that has prevented it from operating in the ordinary course of business for more than 24 hours;
 - (c) all substantial customer volumes won or lost or substantial changes to the customer contracts for the Asda or EG business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Asda or EG business's contractual arrangements or relationships with key suppliers.
10. If Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or Asda has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or Asda may be directed to appoint under paragraph 11.
11. The CMA may give directions to a specified person or to a holder of a specified office in any body of persons (corporate or unincorporated) to take specified steps for the purpose of carrying out, or ensuring compliance with, this Order, or do or refrain from doing any specified action in order to ensure

compliance with the Order. The CMA may vary or revoke any directions so given.

12. Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., and Asda shall comply in so far as they are able with such directions as the CMA may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with this Order.

Interpretation

13. The Interpretation Act 1978 shall apply to this Order as it does to Acts of Parliament.
14. For the purposes of this Order:

'Asda' means Asda Group Limited, a company registered in England and Wales with company number 01396513;

'the Asda business' means the business of Asda and its subsidiaries carried on as at the commencement date;

'the Act' means the Enterprise Act 2002;

'an 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 from time to time 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;

'Bellis' means Bellis Topco Ltd, a company registered in Jersey with registration number 132241;

'Bellis business' means the business of Bellis and its subsidiaries but excluding for the avoidance of doubt the Asda business carried on as at the commencement date;

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

'commencement date' means the date of completion;

'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;

'Mr Mohsin Issa' refers to Mr Mohsin Issa of Euro House, Waterside, Haslingden Road, Blackburn, BB1 2FA;

'Mr Zuber Issa' refers to Mr Zuber Issa of Euro House, Waterside, Haslingden Road, Blackburn, BB1 2FA;

'the decisions' means the decisions of the CMA on the questions which it is required to answer by virtue of sections 35 or 36 of the Act;

'EG' means EG Group Limited, a company registered in England and Wales with company number 09826582;

'EG business' means the business of EG and its subsidiaries but excluding for the avoidance of doubt the Asda business carried on as at the commencement date;

'key staff' means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the business;

'the ordinary course of business' means matters connected to the day-to-day supply of goods and/or services by the Asda business or the EG business and does not include matters involving significant changes to the organisational structure or related to the post-merger integration of the Asda business and the EG business;

'specified period' means the period beginning on the commencement date and terminating in accordance with section 72(6) of the Act;

'subsidiary', unless otherwise stated, means any company in which a legal person (a) holds a majority of the voting rights, or (b) is a member and has the right to appoint or remove a majority of board of directors, or (c) is a member and controls alone, pursuant to an agreement with other members, a majority of the voting rights;

'TDR Capital' refers to TDR Capital LLP, a company registered in England having its registered office at 20 Bentinck Street, London W1U 2UP;

'the transaction' means the transaction as defined in the Share Purchase Agreement dated 2 October 2020, by which each of Mr Zuber Issa, Mr Mohsin Issa, TDR Capital LLP (as manager of the TDR Capital investment funds, TDR Capital III Holdings L.P. and TDR Capital III Investments (2019) L.P.) through their interest in Bellis, and Asda will cease to be distinct within the meaning of section 23 of the Act;

'the two businesses' means the EG business and the Asda business;

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

Ricardo Zimbron
Assistant Director, Mergers

Compliance statement for [Mr Zuber Issa/ Mr Mohsin Issa]

I [insert name] confirm on behalf of Mr Zuber Issa/Mohsin Issa that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) [Mr Zuber Issa/ Mr Mohsin Issa] has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) [Mr Zuber Issa's/ Mr Mohsin Issa's] subsidiaries as well as the Bellis business and the EG business have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by [Mr Zuber Issa/ Mohsin Issa] that might prejudice a reference of the transaction under section 22 or 33 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Asda business with the EG business;
 - (ii) transfer the ownership or control of the EG business or the Asda business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Asda business or the EG business to compete independently in any of the markets affected by the transaction.
 - (b) The Asda business has been carried on separately from the EG business and the Asda business's separate sales or brand identity has been maintained.
 - (c) The Asda business and the EG business have been maintained as a going concern and sufficient resources have been made available for the development of the Asda business and EG business, on the basis of their respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Asda business or the EG business, except in the ordinary course of business.

- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Asda business and the EG business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Asda business and the EG business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Asda business or the EG business have been disposed of; and
 - (iii) no interest in the assets of the Asda business or the EG business has been created or disposed of.
- (g) There has been no integration of the information technology of the Asda or EG businesses, and the software and hardware platforms of the Asda business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Asda business have been carried out by the Asda business alone and, for the avoidance of doubt, the EG business, [Mr Zuber Issa/Mr Mohsin Issa] and [Mr Zuber Issa's/ Mr Mohsin Issa's] subsidiaries and the Bellis business have not negotiated on behalf of the Asda business (and vice versa) or entered into any joint agreements with the Asda business (and vice versa).
- (i) All existing contracts of the Asda business and the EG business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the Asda business or the EG business.
- (k) No key staff have been transferred between the Asda business and the EG business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Asda business and the EG business.

(m) Except as permitted by the Order, no business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Asda business (or any of its employees, directors, agents or affiliates) to the EG business, [Mr Zuber Issa/ Mr Mohsin Issa] and [Mr Zuber Issa's/Mr Mohsin Issa's] subsidiaries, the Bellis business or the EG business (or any of their employees, directors, agents or affiliates), or vice versa.

(n) Except as listed in paragraph (o) below, there have been no:

- (i) key staff that have left or joined the Asda business or the EG business;
- (ii) interruptions of the Asda business or the EG business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
- (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Asda business or the EG business; or
- (iv) substantial changes in the Asda or EG business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. [Mr Zuber Issa/ Mr Mohsin Issa], [Mr Zuber Issa's/Mr Mohsin Issa's] subsidiaries as well as the Bellis business and the EG business remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Asda or the EG business in accordance with paragraph 9 of the Order and of any potential breach by [Mr Zuber Issa/ Mr Mohsin Issa], [Mr Zuber Issa's/Mr Mohsin Issa's] subsidiaries as well as the Bellis business and the EG business (as well as other addressees of the IEO and their subsidiaries or entities they manage) in accordance with paragraph 10 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **finances, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

[FOR AND ON BEHALF OF] [Mr Zuber Issa/ Mr Mohsin Issa]

Signature

Name

Title

Date

Compliance statement for TDR Capital

I [insert name] confirm on behalf of TDR Capital that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) TDR Capital has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) Any subsidiaries/ entities managed by TDR Capital as well as the Bellis business and the EG business have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by TDR Capital that might prejudice a reference of the transaction under section 22 or 33 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Asda business with the EG business;
 - (ii) transfer the ownership or control of the EG business or the Asda business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Asda business or the EG business to compete independently in any of the markets affected by the transaction.
 - (b) The Asda business has been carried on separately from the EG business and the Asda's business's separate sales or brand identity has been maintained.
 - (c) The Asda business and the EG business have been maintained as a going concern and sufficient resources have been made available for the development of the Asda business and EG business, on the basis of their respective pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Asda business or the EG business, except in the ordinary course of business.

- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Asda business and the EG business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Asda business and the EG business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Asda business or the EG business have been disposed of; and
 - (iii) no interest in the assets of the Asda business or the EG business has been created or disposed of.
- (g) There has been no integration of the information technology of the Asda or EG businesses, and the software and hardware platforms of the Asda business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Asda business have been carried out by the Asda business alone and, for the avoidance of doubt, the EG business, TDR Capital and any entities it manages / their subsidiaries and the Bellis business have not negotiated on behalf of the Asda business (and vice versa) or entered into any joint agreements with the Asda business (and vice versa).
- (i) All existing contracts of the Asda business and the EG business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the Asda business or the EG business.
- (k) No key staff have been transferred between the Asda business and the EG business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Asda business and the EG business.

(m) Except as permitted by the Order, no business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Asda business (or any of its employees, directors, agents or affiliates) to the EG business, TDR Capital and any entities it manages / its subsidiaries or the Bellis business (or any of their employees, directors, agents or affiliates), or vice versa.

(n) Except as listed in paragraph (o) below, there have been no:

- (i) key staff that have left or joined the Asda business or the EG business;
- (ii) interruptions of the Asda business or the EG business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
- (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Asda business or the EG business; or
- (iv) substantial changes in the Asda or EG business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. TDR Capital, the subsidiaries/ entities it manages as well as the Bellis business and the EG business remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Asda or the EG business in accordance with paragraph 9 of the Order and of any potential breach by TDR Capital, the subsidiaries / entities it manages, the Bellis business and the EG business (as well as other addressees of the IEO and their subsidiaries) in accordance with paragraph 10 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false

or misleading in any material respect. Breach of this provision can result in **fin**es, **imprisonment for a term not exceeding two years, or both**. (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF TDR Capital

Signature

Name

Title

Date

Compliance statement for [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.]

I [insert name] confirm on behalf of [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] subsidiaries as well as the Bellis business and the EG business have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] that might prejudice a reference of the transaction under section 22 or 33 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Asda business with the EG business;
 - (ii) transfer the ownership or control of the EG business or the Asda business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Asda business or the EG business to compete independently in any of the markets affected by the transaction.
 - (b) The Asda business has been carried on separately from the EG business and the Asda's business's separate sales or brand identity has been maintained.
 - (c) The Asda business and the EG business have been maintained as a going concern and sufficient resources have been made available for the development of the Asda business and EG business, on the basis of their respective pre-merger business plans.

- (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Asda business or the EG business, except in the ordinary course of business.
- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Asda business and the EG business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Asda business and the EG business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Asda business or the EG business have been disposed of; and
 - (iii) no interest in the assets of the Asda business or the EG business has been created or disposed of.
- (g) There has been no integration of the information technology of the Asda or EG businesses, and the software and hardware platforms of the Asda business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Asda business have been carried out by the Asda business alone and, for the avoidance of doubt, the EG business, [TDR Capital III Holdings L.P./TDR Capital III Investments (2019) L.P.], their subsidiaries and the Bellis business have not negotiated on behalf of the Asda business (and vice versa) or entered into any joint agreements with the Asda business (and vice versa).
- (i) All existing contracts of the Asda business and the EG business have been serviced by the business to which they were awarded, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the Asda business or the EG business.

- (k) No key staff have been transferred between the Asda business and the EG business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Asda business and the EG business.
- (m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Asda business (or any of its employees, directors, agents or affiliates) to the EG business, [TDR Capital III Holdings L.P./TDR Capital III Investments (2019) L.P.] and its subsidiaries or the Bellis business (or any of their employees, directors, agents or affiliates), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
 - (i) key staff that have left or joined the Asda business or the EG business;
 - (ii) interruptions of the Asda business or the EG business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;
 - (iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Asda business or the EG business; or
 - (iv) substantial changes in the Asda or EG business's contractual arrangements or relationships with key suppliers.
- (o) *[list of material developments]*

3. [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] and its subsidiaries as well as the Bellis business and the EG business remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Asda or the EG business in accordance with paragraph 9 of the Order and of any potential breach by [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.] and its subsidiaries, the Bellis business and the EG business (as well as other addressees of the IEO and their subsidiaries / entities they manage) in accordance with paragraph 10 of the Order.

Interpretation

- 4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **fines, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF [TDR Capital III Holdings L.P./ TDR Capital III Investments (2019) L.P.]

Signature

Name

Title

Date

Compliance statement for Asda

I [insert name] confirm on behalf of Asda that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Asda has complied with the Order made by the CMA in relation to the transaction on [insert date of this Order] (the Order).
 - (b) Asda's subsidiaries have also complied with this Order.
2. Subject to paragraph 3 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by Asda that might prejudice a reference of the transaction under section 22 or 33 of the Act or impede the taking of any action by the CMA which may be justified by its decision on such a reference, including any action which might:
 - (i) lead to the integration of the Asda business with the EG business;
 - (ii) transfer the ownership or control of the EG business or the Asda business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Asda business or the EG business to compete independently in any of the markets affected by the transaction.
 - (b) The Asda business has been carried on separately from the EG business and the Asda business's separate sales or brand identity has been maintained.
 - (c) The Asda business has been maintained as a going concern and sufficient resources have been made available for the development of the Asda business, on the basis of its pre-merger business plans.
 - (d) No substantive changes have been made to the organisational structure of, or the management responsibilities within, the Asda business, except in the ordinary course of business.

- (e) The nature, description, range and quality of goods and/or services supplied in the UK by the Asda business have been maintained and preserved.
- (f) Except in the ordinary course of business for the separate operation of the two businesses:
 - (i) all of the assets of the Asda business, including facilities and goodwill, have been maintained and preserved as at the start of the Relevant Period;
 - (ii) none of the assets of the Asda business have been disposed of; and
 - (iii) no interest in the assets of the Asda business has been created or disposed of.
- (g) There has been no integration of the information technology of the Asda or EG businesses, and the software and hardware platforms of the Asda business have remained essentially unchanged, except for routine changes and maintenance.
- (h) Subject to integration which had occurred prior to the commencement date, the customer and supplier lists of the two businesses have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Asda business have been carried out by the Asda business alone and, for the avoidance of doubt, the EG business, the Bellis business, Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P or any of their subsidiaries (or in the case of TDR Capital any entities that they manage) have not negotiated on behalf of the Asda business (and vice versa) or entered into any joint agreements with the Asda business (and vice versa).
- (i) All existing contracts of the Asda business have been serviced by the Asda business, except to the extent novated, assigned or subcontracted prior to the commencement date.
- (j) No changes have been made to key staff of the Asda business.
- (k) No key staff have been transferred between the Asda business and the EG business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Asda business.

(m) Except as permitted by the Order, no business secrets, know-how, commercially-sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to either of the two businesses, has passed, directly or indirectly, from the Asda business (or any of its employees, directors, agents or affiliates) to Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., and TDR Capital III Investments (2019) L.P or any of their subsidiaries (or in the case of TDR Capital any entities that they manage), the EG business or the Bellis business (or any of their employees, directors, agents or affiliates), or vice versa.

(n) Except as listed in paragraph (o) below, there have been no:

(i) key staff that have left or joined the Asda business;

(ii) interruptions of the Asda business (including without limitation procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for more than 24 hours;

(iii) substantial customer volumes won or lost or substantial changes to the customer contracts for the Asda business; or

(iv) substantial changes in the Asda business's contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

3. Asda and its subsidiaries remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Asda business in accordance with paragraph 9 of the Order and of any potential breach by the Asda business or Mr Zuber Issa, Mr Mohsin Issa, TDR Capital, TDR Capital III Holdings L.P., TDR Capital III Investments (2019) L.P., or any of their subsidiaries (or in the case of TDR Capital any entities that it manages) as well as the Bellis business and the EG business, in accordance with paragraph 10 of the Order.

Interpretation

4. Terms defined in the Order have the same meaning in this compliance statement.

I understand that:

it is a criminal offence under section 117 of the Enterprise Act 2002 for a person recklessly or knowingly to supply to the CMA information which is false or misleading in any material respect. Breach of this provision can result in **fin****es, imprisonment for a term not exceeding two years, or both.** (Section 117 of the Enterprise Act 2002.)

Failure to comply with this order without reasonable excuse may result in the CMA imposing a **penalty of up to 5% of the total value of the turnover** (both in and outside the United Kingdom) of the enterprises owned or controlled by the person on whom the penalty is imposed. (Section 94A of the Enterprise Act 2002.)

FOR AND ON BEHALF OF ASDA

Signature

Name

Title

Date