

Completed acquisition by Bellis Acquisition Company 3 Limited of ASDA Group Limited

Undertakings given by the Issa Brothers and TDR Capital LLP to the Competition and Markets Authority pursuant to section 73 of the Enterprise Act 2002

Whereas:

- (a) On 16 February 2021, Bellis Acquisition Company 3 Limited (**Bellis**), which is indirectly jointly controlled by Mr. Mohsin Issa, Mr. Zuber Issa (**Issa Brothers**), and investment funds managed by TDR Capital LLP (**TDR**), acquired all of the issued ordinary shares in the capital of ASDA Group Limited (**Asda**) from Asda Holdings UK Limited, which is in turn solely controlled by Walmart Inc. (the **Transaction**), such that Bellis and Asda will cease to be distinct for the purposes of the Enterprise Act 2002 (the **Act**);
- (b) Under section 22(1) of the Act the Competition and Markets Authority (**CMA**) has a duty to refer a relevant merger situation for a Phase 2 investigation where it believes that it is or may be the case that the creation of that merger situation has resulted or may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services;
- (c) Under section 73 of the Act the CMA may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate. In particular, the CMA shall have regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;
- (d) As set out in the CMA's decision of 20 April 2021 (the **Decision**), the CMA believes that, in the absence of appropriate undertakings, it would be under a duty to refer the Transaction for a Phase 2 investigation;
- (e) The CMA considers that the undertakings given below by the Issa Brothers and TDR are appropriate to remedy, mitigate or prevent the substantial

lessening of competition, or any adverse effect which has or may have resulted from the Transaction, or may be expected to result from it, as specified in the Decision; and

- (f) The CMA made an Initial Enforcement Order (**IEO**) applying to Asda, the Issa Brothers and TDR on 10 February 2021 in respect of the Transaction pursuant to section 72 of the Act for the purposes of preventing pre-emptive action. Pursuant to section 72(6)(b) of the Act, this IEO ceases to be in force on the acceptance by the CMA of the undertakings given below by the Issa Brothers and TDR.

NOW THEREFORE the Issa Brothers and TDR hereby gives to the CMA the following undertakings for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which has or may have resulted from it or may be expected to result from it.

1 EFFECTIVE DATE OF THE UNDERTAKINGS

- 1.1 These undertakings shall take effect from the date that, having been signed by the Issa Brothers and TDR, they are accepted by the CMA.

2 DIVESTMENT OF THE DIVESTMENT BUSINESS

- 2.1 The Issa Brothers and TDR shall, using their best endeavours and acting in good faith, as soon as reasonably practicable, effect to the satisfaction of the CMA the divestment of the Divestment Business as a going concern by the end of the Divestment Period to a purchaser (or purchasers) approved by the CMA in accordance with the provisions of these undertakings.
- 2.2 Without prejudice to the generality of paragraph 2.1 above, the Issa Brothers and TDR shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Divestment Business.
- 2.3 The Issa Brothers and TDR shall be deemed to have complied with their obligations at paragraph 2.1 above if, as soon as reasonably practicable and in any event by the end of the Divestment Period, they have ensured a legally binding agreement (or agreements) have been entered into with a purchaser (or purchasers) approved in advance by the CMA in writing pursuant to these undertakings (or a legally binding agreement (or agreements) conditional on such approval), provided that the completion of the divestment of the Divestment Business contemplated by such agreement (or agreements), if later than the end of the Divestment Period, takes place:

- (a) within a period not exceeding three months after the approval of the purchaser by the CMA (or within three months of the effective date of these undertakings, as set out in paragraph 1 above, whichever is later); or
- (b) within a period not exceeding 10 Working Days after all the necessary approvals and consents from third parties have been obtained,

whichever is later, provided that in any event, the completion of the divestment of the Divestment Businesses takes place within six months of the effective date of these undertakings (defined in paragraph 1.1 above).

2.4 Without prejudice to the generality of paragraph 2.1 above, the Issa Brothers and TDR shall procure that the following measures are taken to the extent they may be necessary in the opinion of the CMA to effect the divestment of the Divestment Business in accordance with the provisions of these undertakings:

- (a) the transfer or vesting of property, assets, rights, personnel, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents);
- (b) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise;
- (c) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities; and
- (d) the formation or winding up of a company.

2.5 Where the Issa Brothers and TDR procure the divestment of the Divestment Business over which (i) the Issa Brothers; (ii) TDR; or (iii) the selling entity holds a freehold interest by way of the grant of a long lease on normal commercial terms to the purchaser (or purchasers), the Issa Brothers and TDR shall:

- (a) ensure that the lease is of not less than 25 years duration (which may be subject to a break clause at year 15 exercisable at the option of the purchaser or purchasers);
- (b) not enter at any time into actual occupation of the Divestment Business for operation as a petrol filling station or for any other purpose;
- (c) effect a new divestment of the Divestment Business in accordance with the provisions of paragraph 11 if the Issa Brothers and TDR become subject to an Occupation Interest,

provided that, if required by the CMA, the Issa Brothers and TDR will in the alternative procure that the freehold interest in the Divestment Business is sold to a person independent of and unconnected to the Issa Brothers and TDR and the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong and any Associated Person or Affiliate of the Issa Brothers and TDR or such Group of Interconnected Bodies Corporate, within a period not exceeding three months from the date of the commencement of the lease.

- 2.6 The Issa Brothers and TDR shall ensure that the divestment agreement entered into for the purposes of paragraph 2.1 and 2.2 above includes a warranty from the purchaser that the purchaser has the financial resources, expertise (including the managerial, operational and technical capability), incentive and intention to maintain and operate the Divestment Business as part of a viable and active business in competition with the parties and other competitors in the retail supply of road fuel and, where relevant, the retail supply of auto-LPG, in the relevant local area.
- 2.7 In the event that the Issa Brothers and TDR fail to divest the Divestment Business in accordance with paragraphs 2.1, 2.2 and 2.4 above, the CMA may, whether or not initiating the Trustee Functions as set out in paragraph 4 below, require the Issa Brothers and TDR to divest the Divestment Business as a going concern at no minimum price to a purchaser (or purchasers) approved by the CMA.
- 2.8 The Issa Brothers and TDR shall notify the CMA in writing of the identity of each Proposed Purchaser that makes an offer for the Divestment Business together with the value and terms of such offers as soon as reasonably practicable following the receipt of such offers and in any event within 5 Working Days of receipt of such offers.

3 APPROVAL OF PURCHASER AND TERMS OF DIVESTMENT

- 3.1 For the purposes of the CMA approving a Proposed Purchaser of the Divestment Business in accordance with these undertakings, the Issa Brothers and TDR shall, save as required or permitted by the CMA, satisfy the CMA that:
- (a) the acquisition by the Proposed Purchaser of the Divestment Business, on the terms set out above, remedies, mitigates or prevents the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result

from it, in particular having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;

- (b) the Proposed Purchaser is independent of and unconnected to the Issa Brothers and TDR and the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong and any Associated Person or Affiliate of the Issa Brothers and TDR or such Group of Interconnected Bodies Corporate;
- (c) the Proposed Purchaser has the financial resources, expertise (including the managerial, operational and technical capability), incentive and intention to maintain and operate the Divestment Business as a viable business in competition with the parties and other competitors in the retail supply of road fuel and, where relevant, the retail supply of auto-LPG, from the date of completion of the divestment of the Divestment Business;
- (d) the Proposed Purchaser is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority, including (where applicable) landlord's consent to the transfer of any leasehold interest; and
- (e) the acquisition by the Proposed Purchaser of the Divestment Business does not create a realistic prospect of a substantial lessening of competition within any market or markets in the UK.

3.2 The CMA may require the Issa Brothers and TDR to provide it with such information and documentation as it may reasonably require to satisfy the CMA that the Proposed Purchaser will fulfil the requirements in paragraph 3.1 above.

4 APPOINTMENT OF A TRUSTEE

4.1 The provisions of paragraph 4.2 to paragraph 4.7 below shall apply only as long as the Issa Brothers and TDR have not satisfied, or where the CMA has reasonable grounds for believing that the Issa Brothers and TDR will not

satisfy, all or any part of the obligation to divest the Divestment Business in accordance with paragraph 2 above.

4.2 Within 5 Working Days of the CMA notifying the Issa Brothers and TDR in writing that they must do so, the Issa Brothers and TDR shall propose to the CMA for approval:

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

4.3 The Issa Brothers and TDR and/or any individuals nominated pursuant to paragraph 4.2 shall satisfy the CMA that, save as required or permitted by the CMA:

- (a) such nominated individuals have the necessary qualifications to carry out their mandates, and are employees or partners of an investment bank, retail bank, commercial property agent, building society or law firm or accountancy firm with an established reputation either nationwide or in a substantial part of the UK or in another EU member state;
- (b) such nominated individuals are each independent of the Issa Brothers and TDR and of the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong and of any Associated Person or Affiliate of the Issa Brothers and TDR or of such Group of Interconnected Bodies Corporate and of any Proposed Purchaser of the Divestment Business to be sold pursuant to these undertakings, and, in the reasonable opinion of the Issa Brothers and TDR, are appropriate to be appointed as Trustee; and
- (c) such nominated individuals neither are, nor are likely to become, exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging the Trustee Functions.

4.4 Within 2 Working Days of the CMA approving, at its discretion, one or more of the persons nominated by the Issa Brothers and TDR and their proposed mandates pursuant to paragraph 4.2 above, and subject to any modifications the CMA deems necessary for the Trustee to carry out the Trustee Functions, the Issa Brothers and TDR shall use their best endeavours to

appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the CMA pursuant to paragraph 4.2 above.

4.5 In the event that:

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

the Issa Brothers and TDR shall use their best endeavours to appoint from persons nominated by the CMA one person to carry out the Trustee Functions on the terms of a mandate approved by the CMA. The Issa Brothers and TDR shall use their best endeavours to make such appointment within 5 Working Days of receiving the nominations from the CMA,

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

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

4.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 4.6 above, the Issa Brothers and TDR shall, if requested to do so in writing by the CMA, use their best endeavours to appoint from persons nominated by the CMA one person to carry out the Trustee Functions in accordance with such mandate as is approved by the CMA. The Issa Brothers and TDR shall use their best endeavours to make such

appointment within seven Working Days of receiving the nominations from the CMA. Where required by the CMA, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

5 THE MANDATE

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

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

6 FUNCTIONS OF TRUSTEE

6.1 The Trustee shall seek to procure, within such period as may be specified in writing by the CMA, the completion of the divestment of the Divestment Business at no minimum price, to a purchaser or purchasers approved by the CMA in accordance with paragraph 6.3 below.

6.2 Without prejudice to the generality of paragraph 6.1 above, the Trustee shall take the following measures in relation to the Divestment Business to the

extent to which such measures may be necessary to effect the divestment of the Divestment Business in accordance with the provisions of these undertakings:

- (a) the transfer or vesting of property, assets, rights, personnel, liabilities or obligations (including without prejudice any contracts, licences, authorisations, permits or consents);
- (b) any other transfer of interests that will take effect with the sale;
- (c) the adjustment of contracts, whether by discharge or reduction or assignment of any liability or obligation or otherwise;
- (d) the creation, allotment, transfer, surrender or cancellation of any shares, stock or securities; and
- (e) the formation or winding up of a company.

6.3 The Trustee shall not sell or permit the divestment of the Divestment Business to a Proposed Purchaser unless it has been directed to do so by the CMA or has obtained the CMA's prior written approval in respect of the identity of that Proposed Purchaser. The Trustee shall notify the CMA of the identity of a Proposed Purchaser as soon as reasonably practicable prior to the signing of a legally enforceable agreement and in any event at least 20 Working Days in advance of the proposed completion of the proposed divestment agreement in question.

6.4 Pending the divestment of the Divestment Business pursuant to paragraph 6.1 above, the Trustee shall monitor the Issa Brothers' and TDR's compliance with their obligations under paragraph 7.1 and paragraph 7.2 below and shall promptly take such measures as it considers necessary to ensure such compliance, as well as reporting in writing to the CMA, if the Trustee concludes on reasonable grounds that the Issa Brothers and TDR are failing or will fail to comply with such obligations.

6.5 The Trustee may give written directions to the Issa Brothers and TDR to take such steps as may be specified or described in the directions for the purpose of securing the Issa Brothers' and TDR's compliance with their obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require the Issa Brothers and TDR to:

- (a) offer any reverse premium or similar inducement to a purchaser; or

(b) accept any actual or contingent liability towards a purchaser or otherwise in connection with the divestment of the Divestment Business which would be unusual in scope, duration or financially, having regard to the price and usual market practice in relation to similar disposals.

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

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

7 OBLIGATIONS OF THE ISSA BROTHERS AND TDR FOLLOWING APPOINTMENT OF TRUSTEE

7.1 The Issa Brothers and TDR shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.

7.2 The Issa Brothers and TDR shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to:

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

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

8 REMUNERATION OF TRUSTEE

8.1 The Issa Brothers and TDR shall pay the Trustee a reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay the Trustee in a way that does not impede the independent and effective

fulfilment of the Trustee Functions, each of which shall be set out in the Trustee's mandate referred to in paragraph 5 above.

9 INTERIM ACTION

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

- (a) the Divestment Business is carried on separately from the EG Business and the Divestment Business's separate sales or brand identity is maintained;
- (b) the Divestment Business is maintained as a going concern and sufficient resources are made available for the development of the Divestment Business, on the basis of its pre-Transaction 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 Divestment Business;
- (d) the nature, description, range and quality of road fuel and auto-LPG supplied in the UK by the Divestment Business is maintained and preserved;
- (e) except in the ordinary course of business for the separate operation of the Divestment Business:
 - (i) a all of the assets of the Divestment Business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Divestment Business are disposed of; and
 - (iii) no interest in the assets of the Divestment Business is created or disposed of;
- (f) there is no integration of the information technology of the Divestment Business, and the software and hardware platforms of the Divestment

Business shall remain essentially unchanged, except for routine changes and maintenance;

- (g) the supplier list of the Divestment Business shall be operated and updated separately and any negotiations with any existing or potential suppliers in relation to the Divestment Business will be carried out by the Divestment Business alone and for the avoidance of doubt the EG Business will not negotiate on behalf of the Divestment Business (and vice versa) or enter into any joint agreements with the Divestment Business (and vice versa);
- (h) all existing contracts of the Divestment Business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to Key Staff of the Divestment Business;
- (j) no Key Staff are transferred between the Divestment Business and the EG Business;
- (k) all reasonable steps are taken to encourage all Key Staff to remain with the Divestment Business; and
- (l) no Confidential Information relating to either of the Divestment Business or the EG Business shall pass, directly or indirectly, from the Divestment Business (or any of its employees, directors, agents or affiliates) to the EG Business (or any of its employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business (for example, where required for compliance with external regulatory and/or accounting obligations) or any steps necessary in order for the Issa Brothers and TDR to comply with these undertakings, including the transfer of information necessary for the divestment process, provided that, upon divestment of the Divestment Business, any records or copies (electronic or otherwise) of Confidential Information held by the Issa Brothers and TDR in relation to the Divestment Business (or vice versa) shall be returned to the relevant business and any copies destroyed (except as may be necessary for the purposes of compliance with the obligations above).

9.2 At all times, the Issa Brothers and TDR will actively keep the CMA informed of any material developments relating to the Divestment Business, which includes, but is not limited to:

- (a) details of Key Staff who leave the Divestment Business;

- (b) any interruption of the Divestment 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 lost by the Divestment Business; and
- (d) substantial changes in the Divestment Business's contractual arrangements or relationships with key suppliers.

10 CONTINUED SEPARATION

10.1 Except with the prior written consent of the CMA, for a period of 10 years following the divestment of the Divestment Business pursuant to these undertakings, the Issa Brothers and TDR, or any member of the Group of Interconnected bodies Corporate to which the Issa Brothers and TDR belong:

- (a) shall not, directly or indirectly, hold, acquire, re-acquire or use:
 - (i) an Interest in the Divestment Business other than any freehold interest in the property associated with the Divestment Business pending divestment of that freehold proprietary interest pursuant to paragraph 2.4 above; or
 - (ii) any Interest in any company carrying on or having Control of the Divestment Business (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of the Issa Brothers and TDR or of any members of the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong of not more than three per cent in aggregate of the issued equity share capital in any such company, whose shares are listed or dealt with on any recognised investment exchange, which carries no more than three per cent of the voting rights exercisable at meetings of such company); or
 - (iii) other than in the normal course of business, any of the assets of the Divestment Business;
- (b) shall procure that no employee or director of the Issa Brothers and TDR or any member of the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong for as long as they are an

employee or director of the Issa Brothers and TDR or any member of the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong holds or is nominated to any directorship or managerial position in the Divestment Business or directorship or managerial position in any company or other undertaking carrying on or having control of the Divestment Business without the CMA's prior written consent;

- (c) shall not participate in the formulation of, or (other than in the ordinary course of business) influence or attempt to influence, the policy of the Divestment Business or any company or other undertaking carrying on or having control of that Divestment Business; and
- (d) shall not enter into or carry out any agreement or arrangement with any person, if the carrying out of the agreement or arrangement is intended to result or will result in any Associated Person or Affiliate of the Issa Brothers and TDR or of any member of the Group of Interconnected Bodies Corporate to which the Issa Brothers and TDR belong directly or indirectly acquiring the Divestment Business or doing any of the things listed in subparagraphs 10.1(a), 10.1(b) and 10.1(c) above.

11 NEW DIVESTMENT IF THE ISSA BROTHERS AND TDR OBTAINS POSSESSION OF A DIVESTMENT BUSINESS PROPERTY

11.1 In the event that, following divestment of a Divestment Business in a manner that has involved the Issa Brothers or TDR assigning an existing lease or granting a lease to the purchaser of the Divestment Business, the Issa Brothers and TDR benefit from or become subject to an Occupation Interest (so long as the Issa Brothers and TDR so benefit or become so subject during the term of the lease assigned or lease granted by the Issa Brothers and TDR as part of such divestment), the Issa Brothers and TDR shall:

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

- 11.2 In determining, for the purposes of sub-paragraph 11.1(b) above, whether to require the Issa Brothers and TDR to effect a new divestment of the Occupation Interest to a new purchaser approved by the CMA in accordance with the provisions of these undertakings, the CMA may have regard to any change of circumstances since the Decision.
- 11.3 In the event that the Issa Brothers and TDR fail to divest the Occupation Interest in accordance with paragraph 11.1 above, the CMA may, whether or not initiating the Trustee Functions set out in these undertakings, require the Issa Brothers and TDR to divest the Occupation Interest at no minimum price to a purchaser approved by the CMA.
- 11.4 The Issa Brothers and TDR shall notify the CMA in writing of the identity of each Proposed Purchaser that makes an offer for the Occupation Interest together with the value and terms of such offers as soon as reasonably practicable following the receipt of such offers and in any event within 10 Working Days of receipt of such offers.
- 11.5 In the event that the CMA gives written directions under paragraph 11.1 above for the Issa Brothers and TDR to effect a new divestment of the Occupation Interest, paragraphs 3, 4, 5, 6, 7, 8 and 9 shall apply to the new divestment in the same way that they applied to the original divestment obligation save that references to 'Divestment Business' in those paragraphs shall be construed as references to 'Occupation Interest'.

12 COMPLIANCE

- 12.1 The Issa Brothers and TDR shall comply promptly with such written directions as the CMA may from time to time give:
- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or
 - (b) to do or refrain from doing anything so specified or described which it might be required by these undertakings to do or to refrain from doing.
- 12.2 The Issa Brothers and TDR shall co-operate fully with the CMA when the CMA is:
- (a) monitoring compliance with the provisions of these undertakings; and
 - (b) investigating potential breaches of the provisions of these undertakings.

- 12.3 The Issa Brothers and TDR shall procure that any member of the same Group of Interconnected Bodies Corporate as the Issa Brothers and TDR comply with these undertakings as if it had given them and actions and omissions of the members of the same Group of Interconnected Bodies Corporate as the Issa Brothers and TDR shall be attributed to the Issa Brothers and TDR for the purposes of these undertakings.
- 12.4 Where any Affiliate of the Issa Brothers and TDR is not a member of the same Group of Interconnected Bodies Corporate as the Issa Brothers and TDR, the Issa Brothers and TDR shall use their best endeavours to procure that any such Affiliate shall comply with these undertakings as if it had given them.

13 PROVISION OF INFORMATION

- 13.1 The Issa Brothers and TDR shall furnish promptly to the CMA such information as the CMA considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these undertakings, including for the avoidance of doubt, any Confidential Information.

14 EXTENSION OF TIME LIMITS

- 14.1 The CMA may, in response to a written request from from the Issa Brothers and TDR, or otherwise at its own discretion, grant an extension to any time period referred to in these undertakings.

15 SERVICE

- 15.1 The Issa Brothers and TDR hereby authorise Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates, whose address for service is 40 Bank St, Canary Wharf, London E14 5DS to accept service on its behalf of all documents connected with these undertakings (including any document of any kind which falls to be served on or sent to the Issa Brothers and TDR, or any of its Subsidiaries in connection with any proceedings in Courts in the UK, orders, requests, notifications or other communications connected with these undertakings).
- 15.2 Unless the Issa Brothers and TDR inform the CMA in writing that Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates has ceased to have authority to accept and acknowledge service on their or any of their Subsidiaries' behalf, any document, order, request, notification or other communication

shall be validly served on the Issa Brothers and TDR if it is served on Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates; and service shall be deemed to have been acknowledged by the Issa Brothers and TDR if it is acknowledged by Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates or such other nominee.

- 15.3 Paragraph 15.2 above has effect irrespective of whether, as between the Issa Brothers and TDR and Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates or other nominees, Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates or other nominees has or continues to have any authority to accept and acknowledge service on the Issa Brothers and TDR or any of their respective Subsidiaries' behalf.
- 15.4 No failure or mistake by Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates or other nominees (including a failure to notify the Issa Brothers and TDR of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of these undertakings including any proceedings or judgment.
- 15.5 Any communication from the Issa Brothers and TDR to the CMA under these undertakings shall be addressed to Manager, Market and Mergers Remedies Monitoring, Competition and Markets Authority, The Cabot, 25 Cabot Square, London E14 4QZ or such other person or address as the CMA may direct in writing.

16 EFFECT OF INVALIDITY

- 16.1 Should any provision of these undertakings be contrary to law or invalid for any reason, the Issa Brothers and TDR undertake to continue to observe the remaining provisions.

17 GOVERNING LAW

- 17.1 the Issa Brothers and TDR recognises and acknowledges that these undertakings shall be governed and construed in all respects in accordance with English law.
- 17.2 In the event that a dispute arises concerning these undertakings, the Issa Brothers and TDR undertakes to submit to the courts of England and Wales.

18 TERMINATION

- 18.1 The Issa Brothers and TDR recognise and acknowledge that these undertakings shall be in force until such time as they are varied, released or superseded under the Act.
- 18.2 The Issa Brothers and TDR recognise and acknowledge that the variation, release or supersession of these undertakings shall not affect the validity and enforceability of any rights or obligations that arose prior to such variation, release or supersession.

19 INTERPRETATION

- 19.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
- 19.2 References in these undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.
- 19.3 In these undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 19.4 For the purposes of these undertakings:

“the Act” means the Enterprise Act 2002;

“Affiliate” a person is an affiliate of another person if they or their respective enterprises would be regarded as being under common control for the purposes of section 26 of the Act;

“Associated Person” means a person or persons associated with the Issa Brothers and TDR within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

"Bellis" means Bellis Acquisition Company 3 Limited;

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

“CMA” means the Competition and Markets Authority or any successor body;

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

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

“Decision” means the CMA’s decision under section 22 of the Act dated 20 April 2021 in connection with the Transaction;

“Divestment Business” means the proposed divestment retail fuel sites listed in **Annex 1**, or such other site or sites to address effectively the substantial lessening of competition up to and including the increment caused by the Transaction in each relevant local area, including the forecourt’s foodservice/beverage offerings and convenience store of each site;

“Divestment Business Property” means the relevant property associated with the Divestment Business as at the date of these undertakings;

“Divestment Period” means the period of time determined by the CMA and notified in writing to the Issa Brothers and TDR by the CMA;

“EG Business” means the business of EG Group Limited and its Subsidiaries carried on as at 10 February 2021;

“enterprise” has the meaning given in section 129(1) of the Act;

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

“IEO” means the Initial Enforcement Order applying to Asda, the Issa Brothers and TDR on 10 February 2021 subject to any applicable derogations granted by the CMA;

“Interest” includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders’ meetings but does not

include a contract to acquire shares in the future; and for this purpose "an interest in shares" includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

"Issa Brothers" means Mr. Mohsin Issa and Mr. Zuber Issa;

"Key Staff" means staff in positions of executive or managerial responsibility at the sites that are part of the Divestment Business whose performance affects the viability of the Divestment Business;

"Occupation Interest" means an interest in the Divestment Business Property by virtue of which the Issa Brothers and TDR enjoy an unconditional right or are under an unconditional obligation to occupy the Divestment Business Property provided always that: (i) the original purchaser (or its successor) is not in occupation of the Divestment Business Property; and/or (ii) before such interest in the Divestment Business Property arose, the most recent use to which the Divestment Business Property had been put was that of carrying on the retail supply of road fuel and, where relevant, the retail supply of auto-LPG;

"Proposed Purchaser" means any proposed purchaser (or purchasers) for the Divestment Business;

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

"TDR" means each of TDR Capital III Investments (2019) L.P. and TDR Capital III Holdings L.P., being investment funds managed by TDR Capital LLP;

"the Transaction" means the acquisition of the entire share capital of Asda by Bellis;

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

"Trustee Functions" means the functions set out in paragraph 6;

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

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

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

FOR AND ON BEHALF OF THE ISSA BROTHERS AND TDR

Signature

Name

Title

Date

DATE ACCEPTED BY THE CMA:

Annex 1 – Divestment Business

EG Business site	Postcode
ASHINGTON	NE63 0TQ
BURSCOUGH	L40 5XE
CHURCHILL	PE25 2RJ
DRAGON	HG1 4PS
EGREMONT	CH44 0BZ
RELIANCE	PR8 3BJ
JOHNADAMSWAY	PE21 6TQ
KINGSHILL	SN1 4NG
LAKELAND	LA14 5LF
LAMMASCOTE	ST16 3TA
MAPLE	SL7 1HH
NORTHERNGATEWAY	TD15 1QQ
PRESTONWAY	BB2 6BJ
REGATTA	RG9 1DR
RODBOURNE	SN2 1DH
SCOTTLANE	WN5 0PS
SOUTHMARSTON	SN3 4RS
TIBICAR	LA3 1PS
THINFORDNORTH	DL17 8RU
TURNPIKE	HP12 4RG
BLACKPOOL	FY3 9TN
PENTRE	CF41 7BW
FOURCROSS	TR10 9AN
THIEVESLANE	SY2 6GF
FORFAR	DD8 1BF
RUSHDEN	NN10 0FX
DON	AB24 1XN