

ANTICIPATED MERGER OF FRESHWAYS AND MEDINA

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

Whereas:

- (a) Nijjar Group Holdings (Acton) Limited (**Freshways**)¹ is owned by Rajinder Singh Nijjar, Balvinder Singh Nijjar, Ravinder Singh Nijjar and Kalvinder Singh Nijjar (the **Freshways Shareholders**);
- (b) Medina Holdings Limited (**Medina**)² is owned by Deo Volente Limited, Sheazad Hussain and Mohammed Azam (the **Medina Shareholders**);
- (c) 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 the businesses of Freshways and Medina ceasing to be distinct;
- (d) under these arrangements, it is envisaged that the businesses of Freshways and Medina will be combined under an entity owned jointly by the Freshways Shareholders and the Medina Shareholders;
- (e) during the period in which these arrangements have been in contemplation, funds have been provided to a Medina subsidiary by the trustees of the Nijjar Dairies Limited Retirement Benefit Scheme³ (the **Trustees**) and RSN

¹ Whose subsidiaries as at the commencement date include: Nijjar Holdings Limited; Nijjar Property Limited; Nijjar Dairies Limited; Chequers Transport (Bedford) Limited; RSN Property Limited; Freshways Processing Limited; Devonshire Dairy Limited; Capital Freshways Limited; Freshways Dairystix Limited; Freshways Limited; and Medina Capital Dairy Company Limited.

² Whose subsidiaries as at the commencement date include: Medina Transport Limited; Medina Dairy Limited; Medina Food Services Limited; Watson's Dairies Limited; Medina Property Limited; and Medina Property Development Limited.

³ Namely: [REDACTED]; [REDACTED]; [REDACTED]; Balvinder Singh Nijjar; [REDACTED]; Kalvinder Singh Nijjar; Rajinder Singh Nijjar; Ravinder Singh Nijjar; [REDACTED]; [REDACTED]; and [REDACTED].

Property Limited pursuant to facility agreements and associated documents entered into on 26 January 2021;

- (f) the Trustees are appointed as security trustee to exercise the rights and obligations of the lending parties under those facility agreements and associated documents;
- (g) an intercreditor deed has been entered into between, among others, the Trustees, Medina Holdings Limited and [✂], in respect of an existing debt facility made available to certain Medina subsidiaries by [✂];
- (h) the CMA is considering whether to make a reference under section 22 or 33 of the Act;
- (i) 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
- (j) 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 (Order) addressed to the following persons (together, the Addressees):

- each of Rajinder Singh Nijjar, Balvinder Singh Nijjar, Ravinder Singh Nijjar and Kalvinder Singh Nijjar (in their individual capacity as a Freshways Shareholder and in their individual capacity as a Trustee);
- Nijjar Group Holdings (Acton) Limited (Freshways);
- each of Deo Volente Limited, Sheazad Hussain and Mohammed Azam (in their individual capacity as a Medina Shareholder); and
- Medina Holdings Limited (Medina).

Commencement, application and scope

1. This Order commences on the commencement date: 24 August 2021.
2. This Order applies to each of the Addressees.
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 any of

the Addressees 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 each of the Addressees observes the restrictions set out below.
5. This Order does not prohibit the continuation of the Existing Arrangements described in Annex A, provided that:
 - (a) paragraphs 6, 7 and 10 apply to any material changes to the Existing Arrangements; and
 - (b) paragraph 7(l) applies to any future information exchange, including information exchange pursuant to Existing Arrangements.

Management of the Freshways and Medina businesses until determination of proceedings

6. Except with the prior written consent of the CMA, each of the Addressees 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 Medina business with the Freshways business;
 - (b) transfer the ownership or control of the Freshways business or the Medina business or any of their subsidiaries; or
 - (c) otherwise impair the ability of the Medina business or the Freshways business to compete independently in any of the markets affected by the transaction.
7. Further and without prejudice to the generality of paragraph 6 and subject to paragraphs 3, 4 and 5, each of the Addressees shall at all times during the specified period procure that, except with the prior written consent of the CMA:
 - (a) the Medina business is carried on separately from the Freshways business, and the separate sales or brand identity of the Medina business (and, respectively, the Freshways business) is maintained;
 - (b) the Medina business and the Freshways business are maintained as a going concern and sufficient resources are made available for the

development of the Medina business and the Freshways 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 Medina business or the Freshways 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 Medina business and the Freshways business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Medina business or the Freshways business are disposed of; and
 - (iii) no interest in the assets of the Medina business or the Freshways business is created or disposed of;
- (f) there is no integration of the information technology of the Medina business or the Freshways business, and the software and hardware platforms of the Medina business and the Freshways 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 Medina business (or, respectively, the Freshways business) will be carried out by the Medina business alone (or, respectively, the Freshways business alone) and for the avoidance of doubt the Freshways business will not negotiate on behalf of the Medina business (and vice versa) or enter into any joint agreements with the Medina business (and vice versa);
- (h) all existing contracts of the Medina business and the Freshways business continue to be serviced by the business to which they were awarded;
- (i) no changes are made to key staff of the Medina business or Freshways business;
- (j) no key staff are transferred between the Medina business and the Freshways business;

- (k) all reasonable steps are taken to encourage all key staff to remain with the Medina business and the Freshways 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 Medina business (or any of its employees, directors, agents, affiliates, or shareholders) to the Freshways business (or any of its employees, directors, agents, affiliates, or shareholders), 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,
 - (i) 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; and
 - (ii) appropriate arrangements are made to ensure that any disclosure of information under this clause is strictly necessary, restricted to appropriate recipients and fully ring-fenced.

Compliance

8. Each of the Addressees shall procure that each of their subsidiaries complies with this Order as if the Order had been issued to each of them.
9. Each of the Addressees 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 each of the Addressees with this Order. In particular, on 7 September 2021 and subsequently every two weeks (or, where this does not fall on a working day, the first working day thereafter) the Chief Executive Officer of Freshways and the Chief Executive Officer of Medina (or other persons of Freshways and Medina as agreed with the CMA), each of Rajinder Singh Nijjar, Balvinder Singh Nijjar, Ravinder Singh Nijjar and Kalvinder Singh Nijjar (in their individual capacity as a Freshways Shareholder and in their individual capacity as a Trustee), the Chief Executive Officer of Deo Volente Limited (or other persons of Deo Volente Limited as agreed with the CMA) as well as each of the other Medina Shareholders shall, on behalf of the respective Addressee, provide a statement to the CMA in the form set out in the Annexes to this Order confirming compliance with this Order.

10. At all times, each of the Addressees shall actively keep the CMA informed of any material developments relating to the Medina business or the Freshways business. This includes but is not limited to:
 - (a) details of key staff who leave or join the Medina business or the Freshways business;
 - (b) any interruption of the Medina or Freshways 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 Medina or Freshways business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Medina business's or the Freshways business's contractual arrangements or relationships with key suppliers; and
 - (e) any action the Trustees have taken pursuant to their role as security trustee under the Funding Arrangements.
11. If any of the Addressees has any reason to suspect that this Order might have been breached it shall immediately notify the CMA and any monitoring trustee that any of the Addressees may be directed to appoint under paragraph 12.
12. 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.
13. Each of the Addressees 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

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

'the Act' means the Enterprise Act 2002;

'the Addressees' refers, collectively, to: Rajinder Singh Nijjar, Balvinder Singh Nijjar, Ravinder Singh Nijjar and Kalvinder Singh Nijjar (in their individual capacity as a Freshways Shareholder, and in their individual capacity as a Trustee); Nijjar Group Holdings (Acton) Limited; Deo Volente Limited, Sheazad Hussain and Mohammed Azam (in their individual capacity as a Medina Shareholder); and Medina Holdings Limited;

'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;

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

'CMA' means the Competition and Markets Authority;

'commencement date' means 24 August 2021;

'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;

'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;

'Deo Volente Limited' means Deo Volente Limited, with registered address at P.O. Box 227, Clinch's House, Lord Street, Douglas, Isle of Man, IM991RZ (Isle of Man company number 127150C);

'Existing Arrangements' means those described in Annex A;

'Freshways' means Nijjar Group Holdings (Acton) Limited, with registered address at 16 Eastman Road, Acton, London, W3 7YG (company number 07265694);

'the Freshways business' means the business of Nijjar Group Holdings (Acton) Limited and its subsidiaries carried on as at the commencement date;

'the Freshways Shareholders' refers, collectively, to Ravinder Singh Nijjar ([X]), Balvinder Singh Nijjar ([X]), Rajinder Singh Nijjar and Kalvinder Singh Nijjar ([X]);

‘the Funding Arrangements’ refers to the arrangements whereby funds have been provided to a Medina subsidiary by the Trustees of the Nijjar Dairies Limited Retirement Benefit Scheme and RSN Property Limited, pursuant to facility agreements and associated documents entered into on 26 January 2021. Under those facility agreements, the Trustees are appointed as security trustee to exercise the rights and obligations of the lending parties;

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

‘Medina’ means Medina Holdings Limited, with registered address at Medina Dairy House, Vale Road, Windsor, Berkshire, SL4 5JL (company number 04885592);

‘the Medina business’ means the business of Medina Holdings Limited and its subsidiaries carried on as at the commencement date;

‘the Medina Shareholders’ refers, collectively, to Deo Volente Limited, Sheazad Hussain ([REDACTED]) and Mohammed Azam ([REDACTED]);

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

‘RSN Property Limited’ means RSN Property Limited, with registered address at 16 Eastman Road, Acton, London, W3 7YG (company number 04216076);

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

‘subsidiary’ 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;

‘the transaction’ means the transaction by which the businesses of Freshways and Medina will cease to be distinct within the meaning of section 23 of the Act;

‘the Trustees’ refers, collectively, to:

- Balvinder Singh Nijjar, [REDACTED] and [REDACTED] ([REDACTED]);
- Ravinder Singh Nijjar and [REDACTED] ([REDACTED]); and

- [X], [X], [X], Kalvinder Singh Nijjar, Rajinder Singh Nijjar, and [X] ([X]);

'the two businesses' means the Freshways business and the Medina business;

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

Imogen Ditchfield
Assistant Director, Mergers

Existing Arrangements between the Freshways business and the Medina business

Within the Order, 'Existing Arrangements' refers to the following arrangements between the Freshways business and the Medina business, in each case only insofar as such arrangements were established prior to and are ongoing as at the commencement date.

Funding

1. The Funding Arrangements as defined in paragraph 15 of the Order.

Supply and Packaging Agreement

2. The supply and packaging agreement entered into on 17 July 2020 by Medina Dairy Limited (the **Customer**) and Nijjar Dairies Limited (the **Supplier**) (the **Supply and Packaging Agreement**) including, as applicable, in accordance with the terms of the Supply and Packaging Agreement:
 - (a) the purchase of raw milk from the Customer by the Supplier;
 - (b) the processing and packaging of such raw milk into certain milk products (processed and packed liquid milk and cream) (**Milk Products**) by the Supplier on behalf of the Customer;
 - (c) the application of the Supplier's labels to Milk Products processed and packaged under the Supply and Packaging Agreement; and
 - (d) the delivery by the Supplier of packaged Milk Products to the Customer's depots or other place as requested by the Customer from time to time.

Distribution arrangements

3. Further to the closure of Medina distribution depots in [X], [X], [X], [X], [X] and [X], the distribution by the Freshways business on behalf of the Medina business to certain customers formerly served by those depots, together with the rental by Freshways of certain Medina vehicles for these purposes.
4. The distribution by the Medina business on behalf of the Freshways business to certain customers of the Freshways business in [X], [X], [X], [X] [X].

Joint purchasing arrangements

5. Arrangements, entered into by the Freshways business and the Medina business, for the joint purchasing of:
 - (a) bread from certain suppliers, namely [X], [X] and [X]; and
 - (b) products such as yoghurt and cheese from various suppliers.

Compliance statement for Freshways

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

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Freshways has complied with the Order made by the CMA in relation to the transaction on 24 August 2021 (the Order); and
 - (b) Freshways's subsidiaries have also complied with this Order.
2. Subject to paragraphs 3, 4 and 5 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by Freshways 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 Freshways business with the Medina business;
 - (ii) transfer the ownership or control of the Medina business or the Freshways business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Freshways business or the Medina business to compete independently in any of the markets affected by the transaction.
 - (b) The Freshways business has been carried on separately from the Medina business and the separate sales or brand identity of the Freshways business has been maintained.
 - (c) The Freshways business and the Medina business have been maintained as a going concern and sufficient resources have been made available for the development of the Freshways business and the Medina 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 Freshways 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 Freshways 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 Medina business and the Freshways 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 Medina business and the Freshways business have been disposed of; and
 - (iii) no interest in the assets of the Medina business or the Freshways business has been created or disposed of.
- (g) There has been no integration of the information technology of the Freshways business or the Medina business, and the software and hardware platforms of the Freshways business have remained essentially unchanged, except for routine changes and maintenance.
- (h) 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 Freshways business have been carried out by the Freshways business alone and, for the avoidance of doubt, the Medina business has not negotiated on behalf of the Freshways business (and vice versa) or entered into any joint agreements with the Freshways business (and vice versa).
- (i) All existing contracts of the Freshways business and the Medina 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 Freshways business.
- (k) No key staff have been transferred between the Freshways business and the Medina business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Freshways 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 Freshways business (or any of its employees, directors, agents, affiliates or shareholders) to the Medina business (or any of its employees, directors, agents, affiliates or shareholders), or vice versa.

- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the Freshways business;
 - (ii) interruptions of the Freshways 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 Freshways business;
 - (iv) substantial changes in the Freshways business's contractual arrangements or relationships with key suppliers; or
 - (v) actions taken by the Trustees pursuant to their role as security trustee under the Funding Arrangements.

(o) [insert list of material developments]

3. Freshways 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 Freshways business or the Medina 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 **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 FRESHWAYS

Signature

Name

Title

Date

Compliance statement for Medina

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

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) Medina has complied with the Order made by the CMA in relation to the transaction on 24 August 2021 (the Order); and
 - (b) Medina's subsidiaries have also complied with this Order.
2. Subject to paragraphs 3, 4 and 5 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by Medina 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 Medina business with the Freshways business;
 - (ii) transfer the ownership or control of the Freshways business or the Medina business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Medina business or the Freshways business to compete independently in any of the markets affected by the transaction.
 - (b) The Medina business has been carried on separately from the Freshways business and the separate sales or brand identity of the Medina business has been maintained.
 - (c) The Medina business and the Freshways business have been maintained as a going concern and sufficient resources have been made available for the development of the Medina business and the Freshways 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 Medina 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 Medina 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 Medina 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 Medina business have been disposed of; and
 - (iii) no interest in the assets of the Medina business has been created or disposed of.
- (g) There has been no integration of the information technology of the Medina business or Freshways businesses, and the software and hardware platforms of the Medina business have remained essentially unchanged, except for routine changes and maintenance.
- (h) 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 Medina business have been carried out by the Medina business alone and, for the avoidance of doubt, the Freshways business has not negotiated on behalf of the Medina business (and vice versa) or entered into any joint agreements with the Medina business (and vice versa).
- (i) All existing contracts of the Medina business and the Freshways 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 Medina business.
- (k) No key staff have been transferred between the Medina business and the Freshways business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Medina 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 Medina business (or any of its employees, directors, agents, affiliates or shareholders) to the Freshways business (or any of its employees, directors, agents, affiliates or shareholders), or vice versa.

- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the Medina business;
 - (ii) interruptions of the Medina 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 Medina business;
 - (iv) substantial changes in the Medina business's contractual arrangements or relationships with key suppliers; or
 - (v) action taken by the Trustees pursuant to their role as security trustee under the Funding Arrangements.

(o) [insert list of material developments]

3. Medina 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 Medina or the Freshways 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 **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 MEDINA

Signature

Name

Title

Date

Compliance statement for each of Rajinder Singh Nijjar, Balvinder Singh Nijjar, Ravinder Singh Nijjar and Kalvinder Singh Nijjar (in their individual capacity as a Freshways Shareholder and in their individual capacity as a Trustee)

I [insert name] confirm, in my capacity as a Freshways Shareholder and in my capacity as a Trustee, that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) I have complied with the Order made by the CMA in relation to the transaction on 24 August 2021 (the Order); and
 - (b) my subsidiaries have also complied with this Order.

2. Subject to paragraphs 3, 4 and 5 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by me 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 Freshways business with the Medina business;
 - (ii) transfer the ownership or control of the Medina business or the Freshways business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Freshways business or the Medina business to compete independently in any of the markets affected by the transaction.
 - (b) The Freshways business has been carried on separately from the Medina business and the separate sales or brand identity of the Freshways business has been maintained.
 - (c) The Freshways business and the Medina business have been maintained as a going concern and sufficient resources have been made available for the development of the Freshways business and the Medina 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 Freshways 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 Freshways 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 Medina business and the Freshways 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 Medina business or the Freshways business have been disposed of; and
 - (iii) no interest in the assets of the Medina business or the Freshways business has been created or disposed of.
- (g) There has been no integration of the information technology of the Freshways business or the Medina business, and the software and hardware platforms of the Freshways business have remained essentially unchanged, except for routine changes and maintenance.
- (h) 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 Freshways business have been carried out by the Freshways business alone and, for the avoidance of doubt, the Medina business has not negotiated on behalf of the Freshways business (and vice versa) or entered into any joint agreements with the Freshways business (and vice versa).
- (i) All existing contracts of the Freshways business and the Medina 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 Freshways business.
- (k) No key staff have been transferred between the Freshways business and the Medina business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Freshways 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 Freshways business (or any of its employees, directors, agents, affiliates or shareholders) to the Medina business (or any of its employees, directors, agents, affiliates or shareholders), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the Freshways business;
 - (ii) interruptions of the Freshways 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 Freshways business;
 - (iv) substantial changes in the Freshways business's contractual arrangements or relationships with key suppliers; or
 - (v) actions taken by the Trustees pursuant to their role as security trustee under the Funding Arrangements.
- (o) [insert list of material developments]

3. I and my subsidiaries remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Freshways business or the Medina 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 **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.)

Signature

Name

Title

Date

Compliance statement for the each of the Medina Shareholders

I [insert name] confirm [*if signing on Deo Volente Ltd: on behalf of Deo Volente Limited*] that:

Compliance in the Relevant Period

1. In the period from [insert date] to [insert date] (the Relevant Period):
 - (a) [Deo Volente Limited has]/[I have] complied with the Order made by the CMA in relation to the transaction on 24 August 2021 (the Order); and
 - (b) [Deo Volente Limited's]/[my] subsidiaries have also complied with this Order.
2. Subject to paragraphs 3, 4 and 5 of the Order, and except with the prior written consent of the CMA:
 - (a) No action has been taken by [Deo Volente Limited]/[me] 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 Medina business with the Freshways business;
 - (ii) transfer the ownership or control of the Freshways business or the Medina business or any of their subsidiaries; or
 - (iii) otherwise impair the ability of the Medina business or the Freshways business to compete independently in any of the markets affected by the transaction.
 - (b) The Medina business has been carried on separately from the Freshways business and the separate sales or brand identity of the Medina business has been maintained.
 - (c) The Medina business and the Freshways business have been maintained as a going concern and sufficient resources have been made available for the development of the Medina business and the Freshways 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 Medina 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 Medina 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 Medina 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 Medina business have been disposed of; and
 - (iii) no interest in the assets of the Medina business has been created or disposed of.
- (g) There has been no integration of the information technology of the Medina business or the Freshways business, and the software and hardware platforms of the Medina business have remained essentially unchanged, except for routine changes and maintenance.
- (h) 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 Medina business have been carried out by the Medina business alone and, for the avoidance of doubt, the Freshways business has not negotiated on behalf of the Medina business (and vice versa) or entered into any joint agreements with the Medina business (and vice versa).
- (i) All existing contracts of the Medina business and the Freshways 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 Medina business.
- (k) No key staff have been transferred between the Medina business and the Freshways business.
- (l) All reasonable steps have been taken to encourage all key staff to remain with the Medina 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 Medina business (or any of its employees, directors, agents, affiliates or shareholders) to the Freshways business (or any of its employees, directors, agents, affiliates or shareholders), or vice versa.
- (n) Except as listed in paragraph (o) below, there have been no:
- (i) key staff that have left or joined the Medina business;
 - (ii) interruptions of the Medina 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 Medina business;
 - (iv) substantial changes in the Medina business's contractual arrangements or relationships with key suppliers; or
 - (v) actions taken by the Trustees pursuant to their role as security trustee under the Funding Arrangements.
- (o) [list of material developments]

3. [Deo Volente Limited and its subsidiaries]/[I, and my subsidiaries] remain in full compliance with the Order and will continue actively to keep the CMA informed of any material developments relating to the Medina business or the Freshways 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 **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.)

[If signing on *Deo Volente Ltd*: FOR AND ON BEHALF OF DEO VOLENTE LIMITED]

Signature

Name

Title

Date