

## **COMPLETED ACQUISITION BY CÉRÉLIA GROUP HOLDING SAS (EITHER DIRECTLY OR INDIRECTLY) OF CERTAIN ASSETS RELATING TO THE UK AND IRELAND DOUGH BUSINESS (JUS- ROL) OF GENERAL MILLS INC.**

### **Final Undertakings given by Cérélia Group Holding SAS and Cérélia UK Limited to the Competition and Markets Authority pursuant to section 82 of the Enterprise Act 2002**

#### **Background**

- A. On 31 January 2022, Cérélia Group Holding SAS (**Cérélia**), through its wholly-owned UK subsidiary Cérélia UK Limited (**CUK**), acquired certain assets relating to the United Kingdom (**UK**) and Republic of Ireland dough business of General Mills, Inc. (**GMI**), operated under the ‘Jus-Rol’ brand (the **Jus-Rol Business**) (the **Merger**).
- B. On 3 February 2022, the Competition and Markets Authority (the **CMA**) made an initial enforcement order (**first IEO**) pursuant to [section 72\(2\)](#) of the Enterprise Act 2002 (the **Act**) for the purpose of preventing pre-emptive action in accordance with that section. On 12 May 2022, the CMA revoked the first IEO and made a new initial enforcement order (**IEO**) pursuant to [section 72\(2\)](#) of the Act for the purpose of preventing pre-emptive action.
- C. On 15 June 2022, the CMA, in accordance with [section 22\(1\)](#) of the Act, referred the Merger to a group of CMA panel members (the **Reference**) to determine, pursuant to [section 35](#) of the Act:
- (i) whether a relevant merger situation has been created; and
  - (ii) if so, whether the creation of that situation has resulted, or may be expected to result, in a substantial lessening of competition (**SLC**) in any market or markets in the United Kingdom (**UK**) for goods or services.
- D. On 27 June 2022, the CMA issued directions under the IEO for the appointment of a monitoring trustee (the **Monitoring Trustee**) in order to monitor and ensure compliance with the IEO.
- E. On 20 January 2023, the CMA published a final report pursuant to [section 38](#) of the Act (the **Report**) which concluded that:
- (i) the Merger has created a relevant merger situation;

- (ii) the creation of that situation has resulted in, or may be expected to result in, a SLC in the wholesale supply of dough-to-bake (**DTB**) products to grocery retailers in the UK; and,
  - (iii) the CMA should take action to remedy the SLC and any adverse effects resulting from it.
- F. The CMA, having regard to its findings in the Report, requires the divestiture of the Jus-Rol Business (the **Remedy**).
- G. The implementation of the Remedy will be subject to the following safeguards:
  - (a) the Cérélia Business will be subject to regular reporting requirements;
  - (b) the Monitoring Trustee will monitor compliance with these Final Undertakings, including the progress of the implementation of the Remedy;
  - (c) the purchaser must be an Approved Purchaser in accordance with the Purchaser Approval Criteria in Annex 1; and
  - (d) provisions enabling the CMA to direct the appointment of a Divestiture Trustee to effect the final disposal of the Jus-Rol Business in accordance with the conditions set out in paragraph 10.
- H. The IEO ceases to be in force on the date of acceptance by the CMA, pursuant to section 82 of the Act, of these Final Undertakings. Any derogations already granted by the CMA pursuant to the IEO shall remain applicable
- I. On 17 February 2023, Cérélia made an application to the Competition Appeal Tribunal (the **Tribunal**) pursuant to [section 120](#) of the Act for a review of the CMA's decision in the Report (the **Legal Proceedings**). While these Final Undertakings will commence on the Commencement Date, the time period to complete the Remedy (the **Initial Divestiture Period**) will not commence until the day following the date on which the Legal Proceedings are finally determined (after conclusion of any appeal proceedings) or no longer pursued.
- J. Now therefore Cérélia gives to the CMA on behalf of itself and, where relevant, its Subsidiaries and Affiliates, the following Final Undertakings pursuant to section 82 of the Act for the purpose of remedying, mitigating or preventing the SLC identified in the Report and any adverse effects resulting from it. The Final Undertakings are without prejudice and subject to the Legal Proceedings.

## 1. **Interpretation**

- 1.1 The purpose of these Final Undertakings is to give effect to the Remedy identified in the Report and they shall be construed in accordance with the Report.
- 1.2 Any word or expression used in these Final Undertakings or the recitals to these Final Undertakings shall, unless otherwise defined herein and/or the context otherwise requires, have the same meaning as in the Act or the Report (as appropriate).

- 1.3 The headings used in these Final Undertakings are for convenience and shall have no legal effect.
- 1.4 References to any statute or statutory provision shall be construed as references to that statute or statutory provision as amended, re-enacted or modified whether by statute or otherwise stated.
- 1.5 References to recitals, paragraphs, subparagraphs and annexes are references to the recitals, paragraphs and subparagraphs of, and annexes to, these Final Undertakings unless otherwise stated.
- 1.6 Unless the context requires otherwise, the singular shall include the plural and vice versa and references to persons includes bodies of persons whether corporate or incorporate. Any reference to person or position includes its or their successor in title.
- 1.7 The Annexes form part of these Final Undertakings.
- 1.8 The Interpretation Act 1978 shall apply to these Final Undertakings as it does to Acts of Parliament.
- 1.9 Further, in these Final Undertakings:

the Act	means the Enterprise Act 2002;
Acquirer	means C�r�lia Group Holding SAS (C�r�lia), its wholly owned UK subsidiary C�r�lia UK Limited (CUK), and C�r�lia Netherlands Business Unit B.V. (CNBU);
Adapted Name	means an adaptation of the ‘Jus-Rol’ name;
Affiliate	means a person who is an affiliate of another person if they or their respective enterprises are to be regarded as being under common control for the purposes of section 26 of the Act;
Approved Purchaser	means any purchaser approved by the CMA pursuant to paragraph 3.4 as meeting the Purchaser Approval Criteria set out in Annex 1;
Approved Timetable	means the divestment timetable approved by the CMA in accordance with paragraph 3.2;
Associated Person	means a person who is an associated person within the meaning of section 127 of the Act;
business	has the meaning given by section 129(1) and (3) of the Act;
CMA	means the Competition and Markets Authority;

CNBU	means Cérélia Netherlands Business Unit B.V., a company incorporated under the laws of the Netherlands (with registered number 51253798) and whose registered office is Baanhoek 186, 3361GN, Sliedrecht, Zuid-Holland, Netherlands;
CUK	means Cérélia UK Ltd, a company incorporated under the laws of England and Wales (with registered number 07412477) and whose registered office is Bakeaway Centrix Business Park, Furnace Way, Corby, England, NN17 5BE; ‘
Carve Out Options	means the matters listed under paragraphs 1(b) and (c) in Annex 2;
Cérélia	means Cérélia Group Holding SAS a company incorporated under the laws of France (with Siren number 879804789) and whose registered office is 56 Rue Laffitte, 75009 Paris, France;
Cérélia Business	means the business of Cérélia, CUK and CNBU and their subsidiaries but excluding the Divestiture Business, carried on as at the Commencement Date;
Commencement Date	means the date on which these Final Undertakings are accepted by the CMA in accordance with <a href="#">section 82(2)(a)</a> of the Act;
Completion Date	means the date on which the Final Disposal is implemented;
Confidential Information	means business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;
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, as defined in <a href="#">section 26</a> of the Act;
DTB	means Dough-to-Bake;
DTB Products	means dough products sold in a raw format, including but not limited to ingredient pastry dough, (eg, shortcrust, puff and filo pastry dough), pizza dough, ready-to-bake dough (including cookie dough, brownie dough,

	gingerbread dough, croissant dough, pain au chocolat dough and cinnamon swirl dough);
Directions	means written directions given by the CMA as set out in paragraph 7;
Divestiture Business	means the tangible and intangible assets, property and rights acquired by Cérélia used, enjoyed or exercised solely and exclusively in relation to the UK and Ireland dough business acquired from GMI and operated under the 'Jus-Rol' name and includes the Carve Out Options in Annex 2;
Divestiture Marketing Materials	means the key documents in any format or form produced and used by Cérélia for the purpose of marketing the Divestiture Business to Potential Purchasers;
Divestiture Trustee	means a person appointed in accordance with paragraph 10;
Divestiture Undertakings	means those undertakings set out in paragraph 3;
Final Disposal	means completion of the divestiture of the Divestiture Business in accordance with the Final Undertakings to an Approved Purchaser;
Final Undertakings	means these final undertakings given by Cérélia and accepted by the CMA, including the Annexes hereto, and as may be varied in terms of paragraph 12;
Foodservice Customers	means customers who buy DTB Products to sell to their end-consumers as finished or baked products, such as bakeries, restaurants, independent shops and caterers;
Food Manufacturing Customers	means customers who purchase DTB Products to manufacture a finished product for sale to end-consumers (e.g., pizza dough for use in a pizza product);
GMI	means General Mills, Inc., a company incorporated under the laws of the State of Delaware, USA (with registered number 238427) and whose registered office is National Registered Agents, Inc., 1209

	Orange Street, Wilmington, Delaware 19801;
GMI Sarl	means General Mills International Sarl, a company organised and existing under the laws of Switzerland with company number CHE-109.890.045 whose registered office is at 12-14 Avenue Reverdil, Nyon, Switzerland 1260;
IEO	means the initial enforcement order made by the CMA on 12 May 2022;
Initial Divestiture Period	means the period beginning on the day following the date on which the Legal Proceedings are finally determined (after conclusion of any appeal proceedings) or no longer pursued and ending [✂] after such date, or such longer period as the CMA may approve in accordance with paragraph 13.1;
Jus-Rol IPRs	means the registered IP rights and the unregistered IP rights acquired by Cérélia and relating to the Divestiture Business;
Key Staff	means those staff who are in positions of executive or managerial responsibility and/or whose performance affects the viability of the relevant business;
Legal Proceedings	means proceedings commenced by an application to the Competition Appeal Tribunal (the Tribunal) pursuant to section 120 of the Act for a review of the CMA's decision in the Report;
Monitoring Trustee	means a person appointed or retained in accordance with paragraph 9;
Monitoring Trustee Mandate	means the mandate given to the Monitoring Trustee appointed or retained in accordance with paragraph 9;
ordinary course of business	means matters connected with the day-to-day supply of goods and services by the Divestiture Business but does not include matters involving significant changes to the organisational structure of the Divestiture Business;
PL	means Private Label;

Potential Purchaser	means a person identified by C�r�lia as a potential acquirer of the Divestiture Business;
Private Label	means retailer branded products offered by retailers to their end-customers;
Related Person	means any Subsidiary, Affiliate or Associated Person;
Relevant Market	means the wholesale supply of Dough-to-Bake Products (both chilled and frozen, and both via the PL channel and branded channels) to grocery retailers in the UK;
SLC	means a substantial lessening of competition and adverse effects identified by the CMA in the Report;
Specified Period	means the period beginning on the Commencement Date and terminating on the Completion Date;
Subsidiary	unless otherwise expressly stated has the meaning given by given by <a href="#">section 1159</a> of the Companies Act 2006;
Transaction Agreements	means the sale agreement and all other agreements to be concluded between C�r�lia and the Approved Purchaser which are necessary in order to effect the Final Disposal;
Trustee Divestiture Period	means a period as the CMA may direct for the Divestiture Trustee to meet the Trustee Obligation commencing from the date of appointment of the Divestiture Trustee;
Trustee Obligation	means bringing about the Final Disposal, and includes the performance of all ancillary tasks as are necessary or desirable for the purpose of effecting the Final Disposal promptly and, in any event, within the Trustee Divestiture Period;
UK	means the United Kingdom of Great Britain and Northern Ireland;
Working Day	means a day that is not a Saturday or Sunday or a bank holiday bank holiday in any part of the United Kingdom under the <a href="#">Banking and Financial Dealings Act 1971</a> ; and,

written consent means a consent given in writing, including by email.

## 2. Commencement

These Final Undertakings will come into force on the Commencement Date in accordance with [section 82\(2\)](#) of the Act.

## 3. Divestiture Undertakings

### 3.1 C r lia undertakes:

- (a) Subject to Recital I, to give effect to and implement the Final Disposal within the Initial Divestiture Period in compliance with these Final Undertakings, having due regard to the findings in the Report;
- (b) to procure that its Subsidiaries do all things necessary to ensure it can comply with these Final Undertakings;
- (c) that for a period of ten years from the Final Disposal, it will not, and shall procure that any Related Person will not, bring under common ownership or control in whole or in part the Divestiture Business without the prior written consent of the CMA, and;
- (d) to cooperate with the CMA in good faith and to promptly provide to the CMA such information as the CMA may reasonably require for the purpose of performing any of its functions under these Final Undertakings or under sections [82](#), [83](#), [93\(6\)](#) and [94](#) of the Act.

### 3.2 C r lia undertakes to:

- (a) submit for approval by the CMA, within five Working Days following the commencement of the Initial Divestiture Period, or such other period as may be agreed by the CMA, a proposed timetable setting out the key milestones to ensure completion of the Final Disposal within the Initial Divestiture Period;
- (b) to notify the CMA as soon as reasonably practicable of any material changes or amendments to the Approved Timetable. The CMA will as soon as reasonably practicable either approve this timetable as proposed or require reasonable amendments to it and will notify C r lia of the Approved Timetable;
- (c) submit for approval by the CMA, in accordance with the Approved Timetable, a list of potential purchasers of the Divestiture Business, and to provide the CMA with information to demonstrate that a potential purchaser meets the Purchaser Approval Criteria and with such information reasonably required by the CMA within any deadline set by the CMA;
- (d) submit for approval by the CMA, in accordance with the Approved Timetable and prior to entering into any Transaction Agreement with an Approved Purchaser, the final terms of the divestiture, and provide all draft transaction agreements or other information the CMA may require within any deadline set by the CMA;



- (e) to inform the CMA as soon as practicable, and in any event within two Working Days of the date when: (i) it has agreed heads of terms (if applicable); (ii) the Transaction Agreements have been agreed; and (iii) the Final Disposal has been completed; and,
  - (f) submit Divestiture Marketing Materials for approval by the CMA, in accordance with the Approved Timetable and before distributing to potential bidders and ensure the Divestiture Marketing Materials reflect the requirements set out in paragraph 2 of Annex 2.
- 3.3 Wherever these Final Undertakings require C r lia to transfer an asset, C r lia shall not be in breach of such obligation if, and to the extent that, prior to the Final Disposal, it has used all reasonable endeavours to secure (including, where relevant, to procure GMI's assistance to secure) a new contract, novation or assignment to the Approved Purchaser of the material contracts for third-party vendor services required by the Approved Purchaser and to the extent currently used in the Divestiture Business.
- 3.4 The CMA shall:
  - (a) engage with the potential purchasers submitted pursuant to paragraph 3.2 and, as soon as reasonably practicable from the time the CMA concludes it has received sufficient information about the Potential Purchaser, confirm to C r lia which, if any, of the Potential Purchasers are Approved Purchasers;
  - (b) following further engagement with the relevant Approved Purchaser, if necessary, assess the terms of the Final Disposal and any draft transaction agreement submitted by C r lia, and approve a transaction agreement which it considers would effectively remedy the SLC identified in the Report. To the extent there are any material revisions to an approved transaction agreement, the CMA will also consider approval of these as soon as reasonably practicable.
  - (c) promptly inform C r lia where it considers it has received insufficient information about a Potential Purchaser or about the terms of the Final Disposal.

#### **4. Divestiture Reporting Obligations**

- 4.1 C r lia undertakes to provide a written report to the CMA every two weeks from the commencement of the Initial Divestiture Period, or such other interval as agreed with the CMA, until Final Disposal. With the consent of the CMA, the reports may be provided through the Monitoring Trustee. The report shall outline the progress C r lia has made towards the Final Disposal, and the steps that have otherwise been taken to comply with these Final Undertakings and shall in particular report on:
  - (a) the progress that has been made against the Approved Timetable;
  - (b) details of the steps that have been taken by C r lia and its financial advisers to solicit purchasers for the Divestiture Business;

- (c) the total number of persons who have lodged a formal bid with Cérélia for the acquisition of the Divestiture Business since the publication of the Report;
- (d) the name of each person who has lodged a formal bid with Cérélia since the publication of the Report;
- (e) the status of any discussions that have been held with potential purchasers of the Divestiture Business;
- (f) the steps that have been taken towards reaching transaction agreements (including progress made towards agreeing heads of terms, if applicable) and the persons to whom any draft agreements have been distributed; and
- (g) such other matters as may be directed by the CMA from time to time.

4.2 In addition to the report provided pursuant to paragraph 4.1, Cérélia undertakes:

- (a) in the event that it does not meet or is unlikely to meet a step as set out in the Approved Timetable or is otherwise delayed in implementing the Final Disposal, Cérélia undertakes to inform the CMA promptly in writing of the occurrence, the reasons for the failure and any remedial steps, but not later than three Working Days from becoming aware that a step in the Approved Timetable has not been or is unlikely to be met.
- (b) Cérélia undertakes to inform the CMA as soon as practicable, and in any event within three Working Days of becoming aware, if it will not, or believes it is unlikely to, achieve the Final Disposal within the Initial Divestiture Period.

## **5. Asset Maintenance Undertakings**

5.1 Except with the prior written consent of the CMA (which, for the avoidance of doubt, includes any derogations already granted by the CMA pursuant to the IEO and not cancelled or revoked by the CMA, shall remain applicable during the Specified Period), Cérélia undertakes not to take any action and to procure that their Subsidiaries do not take any action during the Specified Period which might:

- (a) lead to the integration of the Divestiture Business with the Cérélia Business;
- (b) transfer the ownership or control of all or any part of the Divestiture Business except in the course of complying with these Final Undertakings; or
- (c) otherwise impair the ability of the Divestiture Business and the Cérélia Business to compete independently in any of the markets affected by the Merger.

5.2 Further and without prejudice to the generality of paragraph 5.1, Cérélia undertakes during the Specified Period to procure that, except with the prior

written consent of the CMA (which includes any previous derogations granted pursuant to the IEO which will remain applicable during the Specified Period):

- (a) the Divestiture Business is carried on separately from the Cérélia Business and the Divestiture Business' separate sales or brand identity is maintained;
- (b) the Divestiture Business is maintained as a going concern and sufficient resources are made available for the development of the Divestiture Business to enable it to continue to compete independently in any of the markets affected by the Merger;
- (c) except in the ordinary course of business and for the purpose of complying with these Final Undertakings, no substantive changes are made to the organisational structure of, or the management responsibilities within, the Divestiture Business;
- (d) the nature, description, range and quality of goods and/or services supplied by the Divestiture Business are maintained and preserved;
- (e) except in the ordinary course of business:
  - (i) all of the assets of the Divestiture Business are maintained and preserved, including goodwill;
  - (ii) none of the assets of the Divestiture Business are disposed of; and
  - (iii) no interest in the assets of the Divestiture Business is created or disposed of;
- (f) there is no integration of the information technology of the Divestiture Business and Cérélia Business, and the software and hardware platforms of the Divestiture Business shall remain essentially unchanged, except for routine changes and maintenance, except where strictly necessary to comply with these Final Undertakings;
- (g) the customer and supplier lists of the Divestiture Business and the Cérélia Business shall be operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Divestiture Business will be carried out by the Divestiture Business alone and, for the avoidance of doubt, the Cérélia Business will not negotiate on behalf of the Divestiture Business;
- (h) all existing contracts of the Divestiture Business to be serviced by the business to which they were awarded;
- (i) no changes are made to the Key Staff managing the Divestiture Business;
- (j) no Key Staff are transferred between the Divestiture Business and Cérélia Business or its Subsidiaries or Related Parties;
- (k) all reasonable steps are taken to encourage all Key Staff to remain with the Divestiture Business; and

- (l) no Confidential Information shall pass, directly or indirectly, from the Divestiture Business (or any of its employees, directors, agents or Related Persons) to C r lia (or any of its employees, directors, agents, or Related Persons), 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).
- 5.3 C r lia undertakes that until the Final Disposal, it will actively keep the CMA updated of any material developments (and, with the consent of the CMA, such updates may be provided through the Monitoring Trustee) relating to the Divestiture Business or the C r lia Business, which include but are not limited to:
- (a) details of Key Staff who leave or join the team managing the Divestment Business;
  - (b) any interruption of the Divestiture Business (including, without limitation, procurement, processing, 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 for the Divestiture Business including any substantial changes in customers' demand;
  - (d) substantial changes in the Divestiture Business contractual arrangements or relationships with key suppliers;
  - (e) substantial adverse changes in any material litigation or regulatory enforcement action;
  - (f) the initiation, defence, progress and resolution of any material litigation or regulatory enforcement action; and
  - (g) the financial position and/or performance of the Divestiture Business.
- 5.4 C r lia undertakes that within a period of two weeks from the Commencement Date, to provide written compliance statements to the CMA in the form set out in Annex 6, confirming compliance with its obligations under paragraph 5 of these Final Undertakings (subject to any granted derogations). C r lia shall set out any details of material developments for the purposes of paragraph 5.3 of which they are aware. Thereafter, C r lia will provide similar compliance statements to the CMA (or, with the consent of the CMA, such statements may be provided through the Monitoring Trustee) every two weeks until the Completion Date.
- 6. General obligations to cooperate in good faith and provide information to the CMA**
- 6.1 C r lia undertakes to cooperate with the CMA in good faith and to promptly provide to the CMA such information as the CMA may reasonably require for the purpose of performing any of its functions under these Final Undertakings or under sections [82](#), [83](#), [93\(6\)](#) and [94](#) of the Act.

- 6.2 Cérélia undertakes that should it at any time be in breach of any provision of these Final Undertakings, it will notify the CMA within three Working Days, starting with the date it becomes aware of the breach or relevant circumstances of that breach.
- 6.3 Where any person, including a Monitoring Trustee or a Divestiture Trustee, must provide information to the CMA under or in connection with these Final Undertakings, whether in the form of any notice, application, report or otherwise, Cérélia undertakes that it will take reasonable steps within its power to procure that that person shall hold all information provided to it as confidential and shall not disclose any Confidential Information of the Divestiture Business to any person other than to the CMA, without the prior written consent of both the CMA and the relevant party.
- 6.4 Cérélia undertakes to keep and produce those records specified in writing by the CMA that relate to the operation of any provisions of these Final Undertakings.

## **7. Directions**

- 7.1 Cérélia undertakes to comply with any Directions given by the CMA under these Final Undertakings, in particular the appointment of a Divestment Trustee, and to procure that any holder of a specified office within Cérélia or the Divestiture Business also comply, and to promptly take such steps as may be specified or described in the Directions for complying with these Final Undertakings, including by doing, or refraining from doing, anything so described which they have undertaken to do or refrain from doing under these Final Undertakings.
- 7.2 Cérélia acknowledges that:
- (a) the CMA may choose not to issue Directions immediately upon becoming entitled to do so, and recognise that any delay by the CMA in making a written Direction shall not affect its obligations at such time as the CMA makes any written Direction; and
  - (b) the CMA may vary or revoke any Direction so given.

## **8. Procedure for consent and notification**

- 8.1 Where the consent or approval of the CMA is required (however that requirement is expressed in these Final Undertakings), Cérélia undertakes to seek the consent or approval in writing, including through the Monitoring Trustee.
- 8.2 Cérélia undertakes that any application by it for the CMA's consent or approval shall make full disclosure of every material fact and matter within its knowledge that it believes is relevant to the CMA's decision. Where the CMA considers that full disclosure has not been provided, it shall inform Cérélia and Cérélia must promptly provide such additional information as the CMA requires.
- 8.3 Cérélia recognises that where the CMA grants consent or approval on the basis of misleading or incomplete information and such information materially affects its consent or approval, the consent or approval is voidable at the election of the CMA.

8.4 In the event that C r lia discovers that an application for consent or approval has been made in accordance with paragraph 8.1 without full disclosure to the CMA, C r lia undertakes to:

(a) inform the CMA in writing, identifying the information that it omitted to include in the application for consent within two Working Days of becoming aware that the relevant information is misleading or incomplete; and

(b) at the same time or not later than two Working Days starting with the date on which it has informed the CMA of the omission in accordance with paragraph 8.4(a) above, provide to the CMA an application for consent that includes the missing information.

8.5 C r lia shall use all reasonable endeavours to make each application or to procure that each application for consent or approval is made so that it is received by the CMA five Working Days, or such lesser period as the CMA may allow, before the day on which the CMA's consent or approval is necessary to avoid a breach of these Final Undertakings.

## **9. Monitoring Trustee**

9.1 C r lia undertakes to secure the appointment or retention of an independent Monitoring Trustee to perform the functions set out in Annex 3 on behalf of the CMA. Provided that the other conditions set out in Annex 3 are complied with, the Monitoring Trustee may be the same as already appointed pursuant to the written directions made by the CMA on 27 June 2022 under the IEO.

9.2 In the event that C r lia proposes to retain the current monitoring trustee, appointed pursuant to the IEO, C r lia shall provide the CMA with a copy of the updated agreed terms and conditions of appointment and the revised Monitoring Trustee Mandate that reflect these Final Undertakings no later than five Working Days after the Commencement Date.

## **10. Divestiture Trustee**

10.1 C r lia recognises and acknowledges that the CMA may direct the appointment of a Divestiture Trustee following the expiration of the Initial Divestiture Period if it fails to achieve the Final Disposal within the Initial Divestiture Period, or prior to the expiry of the Initial Divestiture Period including where:

(a) the CMA reasonably believes that there is a risk that the Final Disposal would be delayed or fail to be completed within the Initial Divestiture Period; or

(b) the CMA reasonably believes after raising its concerns with C r lia that C r lia is not engaging constructively with its obligations under these Final Undertakings or C r lia has otherwise failed to comply with each of its obligations under these Final Undertakings; or

(c) the CMA reasonably believes there is a material deterioration in the Divestiture Business during the Specified Period.

10.2 To give effect to this paragraph 10, Cérélia undertakes to appoint a Divestiture Trustee in accordance with Annex 4 and to carry out the functions set out in Annex 4 and enter into a Divestiture Trustee Mandate with the Divestiture Trustee in accordance with Annex 4.

## **11. Hold Separate Manager**

11.1 The CMA may issue directions in accordance with paragraph 7 to Cérélia to appoint a Hold Separate Manager in accordance with paragraphs 1-6 of Annex 5.

11.2 The Hold Separate Manager shall perform the functions set out in paragraphs perform the functions set out in clauses 8 to 14 of Annex 5.

## **12. Variations to these Final Undertakings**

12.1 The terms of these Final Undertakings may be varied with the prior written consent of the CMA in accordance with [sections 82\(2\)](#) and [82\(5\)](#) of the Act.

12.2 Where a request for consent to vary these Final Undertakings is made to the CMA, the CMA will consider any such request in light of the Report and will respond in writing as soon as is reasonably practicable having regard to the nature of the request and to its statutory duties.

12.3 The consent of the CMA shall not be unreasonably withheld or delayed.

## **13. Extension of time limits**

13.1 Cérélia recognises and acknowledges that the CMA may, where it considers it appropriate, in response to a written request from Cérélia showing good cause, or otherwise at its own discretion, grant an extension of any period specified in these Final Undertakings within which Cérélia, the Monitoring Trustee and the Divestiture Trustee (as the case may be) must take action. The grant of any such extension shall not be unreasonably withheld or delayed.

## **14. Acceptance of service**

14.1 Cérélia hereby authorises its legal representatives, Willkie Farr & Gallagher (UK) LLP, whose address for service is c/o Citypoint, 1 Ropemaker Street, London EC2Y 9AW, to accept service of all documents, orders, requests, notifications or other communications connected with these Final Undertakings (including any such document which falls to be served on or sent to Cérélia or its Subsidiaries or Affiliates in connection with proceedings in court in the UK).

14.2 Unless Cérélia informs the CMA that its legal representatives have ceased to have authority and have informed the CMA of an alternative to accept and acknowledge service on their behalf, any document, written directions, order, request, notification or other communication connected with these Final Undertakings shall be deemed to have been validly served, as applicable, on Cérélia, if it is served on its applicable legal representatives, and service or receipt shall be deemed to be acknowledged by email from Cérélia's legal representatives to the CMA.

14.3 Paragraph 14.1 has effect irrespective of whether, as between Cérélia and its legal representatives have or continue to have any authority to accept and acknowledge service on its behalf (unless Cérélia informs the CMA that Cérélia's legal representatives have ceased to have authority to accept and acknowledge service on Cérélia's behalf), and no failure or mistake by Cérélia's legal representatives (including a failure to notify, Cérélia of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of these Final Undertakings, including any proceeding or judgment pursuant to these Final Undertakings.

**15. Effect of invalidity**

15.1 Cérélia undertakes that should any provision of these Final Undertakings be contrary to law or invalid for any reason, it shall continue to observe the remaining provisions.

**16. Undertakings given jointly and severally**

16.1 Where undertakings in these Final Undertakings are given by Cérélia and CUK they are given jointly and severally.

**17. Governing law**

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

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



FOR AND ON BEHALF OF CÉRELIA

.....  
Signed

.....  
Name

.....  
Title

.....  
Date

FOR AND ON BEHALF OF CUK

.....  
Signed

.....  
Name

.....  
Title

.....  
Date

## Annex 1

### Purchaser Approval Criteria

These Purchaser Approval Criteria are to be construed in a manner that is consistent with, and for the purpose of giving effect to, the Report in the Relevant Market.

The CMA shall on reasonable request give Cérélia guidance on the interpretation of specific aspects of these Purchaser Approval Criteria, so as to enable Cérélia to ensure that its selected purchaser for the Divestiture Business will meet the requirements of this Annex 1.

The Purchaser Approval Criteria on which the suitability of a Potential Purchaser of the Divestiture Business will be assessed are as follows:

*(a) Independence:*

- i. The Potential Purchaser must have no significant connection to Cérélia or conflicts of interest that could reasonably be expected to compromise its incentives to compete effectively with Cérélia (eg financial, management, reciprocal commercial arrangements, equity interest, common significant shareholders, shared directors).

*(b) Capability:*

- i. The Potential Purchaser must have access to appropriate financial resources, expertise (including managerial, operational and technical capability) and assets to enable the Divestiture Business to be an effective competitor in the Relevant Market. This access should be sufficient to enable the Divestiture Business to continue to develop as an effective competitor in the Relevant Market.
- ii. The CMA will also consider the ability of the Potential Purchaser to complete the transaction in a timely manner and within the agreed divestiture process timetable.

*(c) Commitment:*

The CMA will wish to satisfy itself that the Potential Purchaser has:

- i. an appropriate business plan for the further development of the activities of the Divestiture Business;
- ii. managerial, operational and technical capability to support such a business plan; and,

- iii. the incentive and long-term commitment to maintain and operate the Divestiture Business as a supplier of DTB Products and as an effective competitor in the Relevant Market.

*(d) Absence of competition concerns:*

The CMA must be confident that the Potential Purchaser does not itself create a realistic prospect of competition concerns within any market or markets in the UK, and that it would not expect to investigate an acquisition of the Divestiture Business by this Potential Purchaser regardless of whether or not the transaction constitutes a relevant merger situation under the Act. The CMA will also consider whether the terms of the Transaction Agreement would give rise to a material risk that the sale of the Divestiture Business to the Potential Purchaser would not remedy the SLC and any adverse effects likely to arise from it.

## Annex 2

### Matters included with the divestment of the Divestiture Business

1. In addition to the tangible and intangible assets, property and rights acquired by Cérélia from GMI Sarl used, enjoyed or exercised solely and exclusively in relation to the UK and the Republic of Ireland dough business operated under the 'Jus-Rol' brand, the Transaction Agreements may include, in each instance, at the option of the Approved Purchaser and on terms acceptable to the CMA, the following:
  - (a) An initial supply contract with the Approved Purchaser whereby Cérélia shall produce DTB Products under the Jus-Rol brand.
  - (b) An exclusive, non-transferable, royalty-free perpetual licence to Cérélia to use and exploit the Jus-Rol IPRs to make, keep transport and sell Jus-Rol DTB Products in the Republic of Ireland including for Foodservice Customers and Food Manufacturing Customers.
  - (c) An exclusive, non-transferable, royalty-free perpetual licence to Cérélia to use and exploit the Jus-Rol IPRs to make, keep, transport and sell Jus-Rol DTB Products under an Adapted Name to Foodservice Customers and Food Manufacturing Customers in the UK and in the Republic of Ireland in the event that a licence to use and exploit the Jus-Rol IPRs in relation to sales to grocery retailers in the Republic of Ireland is not granted to Cérélia by the Approved Purchaser.

(Paragraphs 1(b) and (c) above are together referred to as the Carve Out Options).
2. The Divestiture Marketing Materials must state that the licences to Cérélia in paragraphs 1(b) and 1(c) above in each case above are at the option of the Approved Purchaser and that the terms governing the retention by Cérélia of the Divestiture Business in the Republic of Ireland and the Foodservice Customers and Food Manufacturing Customers are conditional upon the CMA being satisfied that the licence in each case will not have an adverse impact on the Divestment Business and its ability to supply DTB Products to UK grocery retailers.
3. If the Approved Purchaser requires transitional services in relation to the Divestiture Business, Cérélia agrees to use reasonable endeavours to (i) provide, or (ii) arrange for a third party (eg GMI) to provide, such services on arm's length commercial terms, for a reasonable period not exceeding 6 months.

## Annex 3

### Appointment and Functions of Monitoring Trustee

1. The Monitoring Trustee must possess appropriate qualifications and experience to carry out its functions. The Monitoring Trustee must be under an obligation to carry out its functions to the best of its abilities.
2. The Monitoring Trustee must neither have nor become exposed to a conflict of interest that impairs the Monitoring Trustee's objectivity and independence in discharging its duties under these Final Undertakings, unless it can be resolved in a manner and within a time frame acceptable to the CMA.
3. Cérélia shall remunerate and reimburse the Monitoring Trustee for all reasonable costs and professional fees properly incurred in accordance with the terms and conditions of the appointment and in such a way so as not to impede the Monitoring Trustee's independence or ability to effectively and properly carry out its functions.
4. Unless paragraph 9.2 applies:
  - a. the appointment of the Monitoring Trustee and its terms and conditions must be approved by the CMA. Cérélia shall inform the CMA as soon as is reasonably practicable and in any event by no later than two Working Days after the Commencement Date of the identity of the Monitoring Trustee that it proposes to appoint and provide the CMA with draft terms and conditions of appointment. Once the Monitoring Trustee has been approved by the CMA and appointed by Cérélia, Cérélia shall provide the CMA with a copy of the agreed terms and conditions of appointment.
  - b. If the proposed Monitoring Trustee is rejected by the CMA, Cérélia shall submit the names of at least two further persons within five Working Days starting with the date on which it was informed of the rejection, in accordance with the requirements and the procedures set out in clauses 1 to 3 above.
5. The provisions of clause 6 below shall apply if:
  - a. paragraph 9.2 does not apply; and
  - b. Cérélia fails to nominate persons in accordance with clauses 1 or 5; or
  - c. those further persons nominated by Cérélia in accordance with clauses 1 or 5 above are rejected by the CMA; or
  - d. Cérélia is unable for any reason to conclude the appointment of the Monitoring Trustee within the time limit specified by the CMA.
6. The CMA shall nominate one or more persons to act as Monitoring Trustee, and Cérélia shall appoint or cause to be appointed such Monitoring Trustee within two Working Days starting with the date of such nomination under the term of a Monitoring Trustee mandate approved by the CMA.
7. The Monitoring Trustee's mandate shall specify that the Monitoring Trustee will carry out the functions set out in clauses 10 and 11 below and that the

Monitoring Trustee will monitor the compliance by Cérélia with its obligations under these Final Undertakings. The mandate shall provide that the Monitoring Trustee shall take such steps as it reasonably considers necessary to carry out its functions effectively and that the Monitoring Trustee must comply with any reasonable requests made by the CMA for the purpose of carrying out its functions under these Final Undertakings.

### **Monitoring Trustee – replacement, discharge and reappointment**

8. Cérélia acknowledges that if the Monitoring Trustee ceases to perform its duties, or for any other good cause, including the exposure of the Monitoring Trustee to a conflict of interest, the CMA may, after consulting the Monitoring Trustee, require Cérélia to replace the Monitoring Trustee.
9. If the Monitoring Trustee is removed under clause 8 above, the Monitoring Trustee may be required to continue in its post until a new Monitoring Trustee is in place to whom the Monitoring Trustee has effected a full handover of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure contained in clauses 1 to 5 above.

### **Monitoring Trustee Functions – Divestiture of the Divestiture Business**

10. The Monitoring Trustee's functions as set out in this clause 10 are to monitor and review compliance with these Final Undertakings and progress towards the Final Disposal, and shall in particular include:
  - a. Monitoring on-going compliance with the Divestiture Undertakings set out in paragraph 3 above and the Asset Maintenance Undertakings set out in paragraph 5 above; and
  - b. monitoring the progress made against the Approved Timetable towards the Final Disposal, and the steps that have otherwise been taken to comply with these Final Undertakings including:
    - i. the steps that have been taken towards the preparation of agreements for the transfer of the Divestiture Business and the persons to whom such agreements have been distributed;
    - ii. where the Monitoring Trustee reasonably deems necessary, requesting and reviewing copies of communications (save where those communications are subject to legal privilege) between Cérélia and its financial or other advisers and possible purchasers or their financial or other advisers in connection with the disposal process; and
    - iii. in instances where the Monitoring Trustee reasonably considers there to be a material risk that Cérélia or any of their Subsidiaries will not meet a step in the Approved Timetable, the Monitoring Trustee may attend meetings between Cérélia and possible purchasers in connection with the disposal process.
11. The Monitoring Trustee will promptly inform the CMA of any material developments in connection with these Final Undertakings and will provide a

written report to the CMA every four weeks, the first report to be submitted no later than three weeks from the Commencement Date.

## **Annex 4**

### **Appointment and Functions of Divestiture Trustee**

1. Cérélia undertakes that within the period of five Working Days following the day on which the CMA issues a direction pursuant to paragraph 10, Cérélia shall submit to the CMA for approval a list of persons from which it proposes to appoint a Divestiture Trustee with sufficient information for the CMA to verify that each proposed person fulfils the requirements set out in clause 2 below and shall include among other things:
  - a. the full terms of the proposed mandate, which shall include all provisions necessary to enable the Divestiture Trustee to perform its duties; and
  - b. a schedule of the steps to be taken to give effect to the mandate.
2. Each person on the list referred to in clause 1 shall possess the qualifications necessary for the performance of the mandate, shall be independent of and unconnected Cérélia and free of any conflict of interest including any conflict of interest that might arise by virtue of the terms of remuneration, on appointment or thereafter.
3. The CMA may approve or reject any or all of the proposed Divestiture Trustees (such approval not to be unreasonably withheld or delayed) and may approve the proposed mandate subject to any modifications it deems necessary for the Divestiture Trustee to fulfil its duties. If only one name is approved, Cérélia shall use its best endeavours to appoint, or cause to be appointed, the individual or institution concerned as Divestiture Trustee in accordance with the mandate approved by the CMA. If more than one name is approved, Cérélia shall be free to choose among the approved names the Divestiture Trustee to be appointed. Cérélia undertakes to appoint the Divestiture Trustee within three Working Days from the CMA's approval and on the terms of the mandate approved by the CMA.
4. If all the proposed Divestiture Trustees are rejected by the CMA, Cérélia shall submit the names of at least two further persons within five Working Days starting with the date on which it was informed of the rejection, in accordance with the requirements and the procedure set out in clauses 1 to 3 above.
5. The provisions of clause 6 below shall apply only if:
  - (a) Cérélia fails to nominate persons in accordance with clause 1 above;
  - (b) those further persons nominated by Cérélia in accordance with clause 4 above are rejected by the CMA;
  - (c) Cérélia is unable for any reason to conclude the appointment of the Divestiture Trustee within the time limit specified by the CMA.
6. The CMA shall nominate one or more persons to act as a Divestiture Trustee, and Cérélia shall appoint or cause to be appointed such Divestiture Trustee



within two Working Days starting with the date of such nomination under the terms of a Divestiture Trustee mandate approved by the CMA.

### **Divestiture Trustee – Functions**

7. Cérélia undertakes to enable the Divestiture Trustee to carry out its duties and to provide such co-operation and resources as the Divestiture Trustee may reasonably require.
8. Cérélia recognises and acknowledges that:
  - a. the CMA may, on its own initiative or at the request of the Divestiture Trustee, give written directions or instructions to the Divestiture Trustee in order to assist it in the discharge of its duty to implement the Trustee Obligation;
  - b. in order to implement the Trustee Obligation, the CMA may, on its own initiative or at the request of the Divestiture Trustee, give written directions or instructions to the Divestiture Trustee to amend the scope of the Divestiture Business, where the CMA has reasonable grounds for believing that the divestiture of the Divestiture Business cannot be achieved within the Initial Divestiture Period;
  - c. the Divestiture Trustee may include in such agreements, deeds, instruments of transfer and other instruments and documents as are necessary to implement the Trustee Obligation and such terms and conditions as the CMA considers appropriate; and
  - d. the Divestiture Trustee shall protect the legitimate financial interests of Cérélia subject to the Divestiture Trustee's overriding obligation to implement the Trustee Obligation which may include the Final Disposal [✂].
9. Cérélia recognises and acknowledges that the Divestiture Trustee shall take such steps and measures as it considers necessary to implement the Trustee Obligation and to that end, the Divestiture Trustee may give written directions to Cérélia. Cérélia undertakes to comply with such directions or to procure compliance with such directions as are within its powers and to take such steps within its competence as the Divestiture Trustee may specify.
10. Cérélia recognises and acknowledges that in the performance of the Trustee Obligation, the Divestiture Trustee shall act solely on the instructions of the CMA and shall not be bound by any instruction from Cérélia. Cérélia undertakes that it shall not seek to revise the obligations and duties of the Divestiture Trustee except with the CMA's prior written consent.
11. The Divestiture Trustee shall every two weeks until the date on which Final Disposal takes place, report to the CMA on its progress towards Final Disposal, compliance with paragraph 4 and any other matter specified by the CMA.

## **Divestiture Trustee – duties and obligations of Cérélia**

12. Cérélia undertakes to provide the Divestiture Trustee with such cooperation, assistance and information (including the production of financial or other information, whether or not such information is in existence at the time of the request that is relevant to the divestiture, excluding any material properly the subject of legal privilege) as the Divestiture Trustee may reasonably require in the performance of the Trustee Obligation.
13. Cérélia recognises and acknowledges that the Divestiture Trustee shall be entitled, subject to the duty of confidentiality, to full and complete access to the books, records, documents, management or other personnel, facilities, sites and technical information necessary for the fulfilment of the Trustee Obligation (save where material is properly the subject of legal privilege). Cérélia undertakes to provide the Divestiture Trustee upon reasonable request with copies of any such items. Upon the reasonable request of the Divestiture Trustee, Cérélia undertakes to make available to the Divestiture Trustee one or more offices on their respective premises and ensure that the necessary Cérélia personnel are available for meetings in order to provide the Divestiture Trustee with all information reasonably necessary to discharge the Trustee Obligation, subject in each case to the Divestiture Trustee's compliance with Cérélia's internal policies.
14. Cérélia undertakes to grant reasonable comprehensive powers of attorney, duly executed, to the Divestiture Trustee to enable it to discharge the Trustee Obligation, including by the appointment of advisers to assist with the disposal process. Cérélia undertakes that upon the reasonable request of the Divestiture Trustee, it shall execute the documents required to give effect to the Trustee Obligation.
15. Cérélia undertakes to hold the Divestiture Trustee, its employees, agents or advisers harmless against any liabilities arising out of the proper performance of the duty to divest the Divestiture Business and Cérélia recognises and acknowledges that the Divestiture Trustee, its employees, agents or advisers shall have no liability to Cérélia or any of its Subsidiaries or Affiliates for any liabilities arising out of the proper performance of the duty to divest the Divestiture Business, except to the extent that such liabilities result from the wilful default, recklessness, negligence or bad faith of the Divestiture Trustee, its employees, agents or advisers.
16. Cérélia shall be entitled to a monthly statement from the Divestiture Trustee of all professional fees and expenses properly incurred by the Divestiture Trustee and its advisers, appointed in accordance with clause 17. Any individual items of costs or expenses in excess of an amount at a level set in advance by the CMA in consultation with the Divestiture Trustee shall not be properly incurred unless with the prior written consent of the CMA, Cérélia having had prior opportunity to comment to the CMA on both the level to be set in advance and any individual items of cost or expense that exceed that amount, on the condition that Cérélia shall provide such comments to the CMA within a timescale specified by the CMA that shall be reasonable in all the circumstances.

17. C r lia shall remunerate and reimburse the Divestiture Trustee for all professional fees, expenses and reasonable costs properly incurred in accordance with the terms and conditions of its appointment. This may include all costs, expenses and professional fees of financial or legal advisers appointed to assist with the fulfilment of the Divestiture Trustee Obligation if the Divestiture Trustee reasonably considers the appointment of such advisers necessary or appropriate. Before appointing any such advisers, the Divestiture Trustee will consider using the advisers already appointed by C r lia. Should C r lia refuse to approve the advisers proposed by the Divestiture Trustee, the CMA may, after consulting with C r lia, approve and direct the appointment of such advisers.
18. C r lia undertakes to make no objection to the Final Disposal save on the grounds of bad faith, wilful default, recklessness or negligence by the Divestiture Trustee or subject to clause 8.d, failure of the Divestiture Trustee to reasonably protect the legitimate financial and business interests of C r lia.

#### **Divestiture Trustee – replacement, discharge, and reappointment**

19. C r lia acknowledges that if the Divestiture Trustee ceases to perform its duties, or for any other good cause, including the exposure of the Divestiture Trustee to a conflict of interest, the CMA may, after consulting the Divestiture Trustee, require C r lia to replace the Divestiture Trustee.
20. If the Divestiture Trustee is removed under clause 19 above, the Divestiture Trustee may be required to continue in its post until a new Divestiture Trustee is in place to whom the Divestiture Trustee will have effected a full handover of all relevant information. The new Divestiture Trustee shall be appointed in accordance with the procedure contained in clauses 1 to 6 above.
21. C r lia recognises and acknowledges that, other than in accordance with clause 19 above, the Divestiture Trustee shall cease to act as Divestiture Trustee only after the CMA has discharged it from its duties at a time at which all the obligations with which the Divestiture Trustee has been entrusted have been met.

## **Annex 5**

### **Appointment and Functions of Hold Separate Manager**

#### *Nomination of a Hold Separate Manager*

In the event that the Hold Separate Manager appointed pursuant to the IEO is not reappointed pursuant to paragraph 11 or is terminated before the Completion Date, clauses 1- 6 will apply.

1. Cérélia shall within the period of five working days starting with the day on which a direction is made by the CMA pursuant to paragraph 7 submit to the CMA for approval, a list of two or more persons who they propose to appoint as Hold Separate Manager. The proposal shall contain sufficient information for the CMA to verify that each proposed person fulfils the requirements set out in clause 2 below and shall include a schedule of the steps to be taken to give effect to the Hold Separate Manager Mandate.
2. Each person on the list referred to in clause 1 above shall be independent of and unconnected to Cérélia, possess the qualifications necessary for the performance of the Hold Separate Manager Mandate and shall on appointment and thereafter be free of any conflict of interest including any conflict of interest that might arise by virtue of the terms of remuneration.
3. The CMA may approve or reject any or all of the proposed persons (such approval not to be unreasonably withheld) and may approve the proposed mandate subject to any modifications it deems necessary for the Hold Separate Manager to fulfil the Hold Separate Manager Obligation. If only one proposed person is approved, Cérélia shall use its reasonable endeavours to appoint the person concerned as Hold Separate Manager in accordance with the Hold Separate Manager Mandate. If more than one proposed person is approved, Cérélia shall decide which person to appoint as Hold Separate Manager from among the approved persons. Cérélia shall appoint the Hold Separate Manager within two working days from the CMA's approval and on the terms of the Hold Separate Manager Mandate.
4. If all the proposed Hold Separate Managers are rejected by the CMA, Cérélia shall submit the names of at least two further persons within four working days from being informed of the rejection, in accordance with the requirements and the procedure set out in clauses 1 to 3 above.
5. The provisions of clause 6 shall apply if:

- (a) C r lia fails to nominate further persons in accordance with clause 4;
  - (b) Those further persons nominated by C r lia in accordance with clause 4 are rejected by the CMA, acting reasonably; or
  - (c) C r lia is unable for any reason to conclude the appointment of the Hold Separate Manager within the time limit specified by the CMA.
6. The CMA shall nominate one or more persons to act as Hold Separate Manager, and C r lia shall appoint one of those Hold Separate Managers within two working days starting with the date of nomination under the terms of the Hold Separate Manager Mandate.
7. The function of the Hold Separate Manager is distinct from the function of the Divestiture Trustee, although the two functions may be performed by the same person subject to that person meeting the requirements of clause 2.

#### *Hold Separate Manager Obligation*

8. The primary obligation of the Hold Separate Manager will be to exercise day-to-day management and control of the Divestiture Business so as to preserve and, if necessary, restore effective competition in the markets affected by the Merger. The Hold Separate Manager will exercise management and control of the Divestiture Business in such a way as to ensure that it is held separate from the C r lia Business.
9. The Hold Separate Manager Obligation shall include the performance of any other act or task necessary for the performance of the primary obligation of the Hold Separate Manager including the performance of the reporting obligations at clause 14 below.
10. The Hold Separate Manager shall take such steps as the Hold Separate Manager reasonably considers necessary including but not limited to:
- (a) Giving such directions to the officers and staff of C r lia including any person holding such position on a temporary basis as are necessary for the fulfilment of the Hold Separate Manager Obligation;
  - (b) Attending such meetings of employees, officers (including board meetings, and meetings of any committee of the board) and members of C r lia and the Divestment Business as the Hold Separate Manager considers necessary for the fulfilment of the Hold Separate Manager Obligation; and

- (c) Complying with such requests as the CMA may reasonably make for the purpose of ensuring Cérélia enables the Hold Separate Manager to fulfil the Hold Separate Manager Obligation.
11. The CMA may, on its own initiative or at the request of the Hold Separate Manager or Cérélia, give written directions or instructions to the Hold Separate Manager in order to assist it in the discharge of the Hold Separate Manager Obligation (including directions as to the divestiture of such property, assets, rights, consents, licences, privileges or interests as the CMA considers necessary to bring about Final Disposal).
  12. The Hold Separate Manager may enter into such agreements, deeds, instruments of transfer and other instruments and documents on behalf of the Divestiture Business as are necessary for the performance of its duty, on such terms and conditions as it reasonably considers appropriate.
  13. The Hold Separate Manager shall work with the Divestiture Trustee, if applicable, to bring about Final Disposal in a timely manner.

#### *Hold Separate Manager Reporting Obligations*

14. The Hold Separate Manager will provide to the CMA:
  - (a) Within seven days from the date of appointment, a written report reporting on such matters as are specified by the CMA, including any events giving rise to their appointment as Hold Separate Manager; and
  - (b) Thereafter at such other times to be agreed with the CMA from the Hold Separate Manager's appointment to Final Disposal a written report on the matters set out in clauses 9 to 14 above.

#### *Hold Separate Manager – Cérélia's Obligations*

15. Cérélia shall enable the Hold Separate Manager to carry out the Hold Separate Manager Obligation.
16. The Hold Separate Manager shall act solely on the instructions of the CMA in the performance of the Hold Separate Manager Obligation and shall not be bound by any instruction of Cérélia. Cérélia shall not seek to create or vary the Hold Separate Manager Obligation except with the CMA's prior written consent.
17. Cérélia shall remunerate the Hold Separate Manager and reimburse the Hold Separate Manager in full for all reasonable costs and expenses properly incurred, in accordance with the terms and conditions of the Hold Separate

Manager's appointment, provided that such remuneration and reimbursement shall not give rise to any conflict of interest or otherwise impair the ability of the Hold Separate Manager to discharge the Hold Separate Manager Obligation. For the avoidance of doubt such reimbursement shall include the fees and disbursements of such legal or other professional advisers, consultants and assistants as the Hold Separate Manager reasonably considers necessary for the discharge of the Hold Separate Manager Obligation.

18. The Hold Separate Manager may give written directions to C er lia and/or the Divestiture Business. C er lia and the Divestiture Business shall comply with such directions as the Hold Separate Manager may specify and cooperate fully with the Hold Separate Manager in its performance of the Hold Separate Manager Obligation.
19. Without prejudice to the generality of clause 18 above, that cooperation shall include:
  - (a) The grant to the Hold Separate Manager of all such rights, powers and authorities as are necessary for the performance of the Hold Separate Manager Obligation;
  - (b) Ensuring that personnel are available where necessary for meetings in order to provide the Hold Separate Manager with all information necessary for the performance of the Hold Separate Manager Obligation;
  - (c) The provision of such facilities as are necessary for the discharge by the Hold Separate Manager of the Hold Separate Manager Obligation; and
  - (d) The provision of full and complete access to all personnel, books, records, documents, facilities and information of the Divestiture Business as the Hold Separate Manager may reasonably require.

*Hold Separate Manager – replacement, discharge, and reappointment*

20. If the Hold Separate Manager ceases to perform the Hold Separate Manager Obligation, or for any other good cause, including the exposure of the Hold Separate Manager to a conflict of interest, the CMA may issue directions to dismiss the Hold Separate Manager.
21. If the Hold Separate Manager is removed under clause 20 above, the Hold Separate Manager may be required to continue in its post until a new Hold Separate Manager is in place to whom the Hold Separate Manager has effected a full handover of all relevant information. The new Hold Separate

Manager shall be appointed in accordance with the procedure in clauses 1 to 6.

22. Other than in accordance with clause 20, the Hold Separate Manager shall cease to act as Hold Separate Manager only after the CMA has discharged it from its duties at a time when all the functions with which the Hold Separate Manager has been entrusted have been met.



## Annex 6

### Annex 6: Compliance Statement for Cérélia

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

#### ***Compliance in the Relevant Period***

1. In the period from [insert date] to [insert date] (the Relevant Period):
  - (a) Cérélia has complied with the Final Undertakings accepted by the CMA in relation to the divestiture of the Divestiture Business on [insert date] (the Final Undertakings); and
  - (b) Cérélia's Subsidiaries have also complied with these Final Undertakings.
2. Except with the prior written consent of the CMA:
  - (a) No action has been taken by Cérélia that might prejudice the Final Disposal, the CMA's decisions in the Report or otherwise impair the CMA's ability to take such action for the purpose of remedying, mitigating and preventing the SLC or any adverse effect which has resulted from, or may be expected to result from, the SLC finding, including any action which might:
    - (i) Lead to the integration of the Divestiture Business and the Cérélia Business;
    - (ii) Transfer the ownership or control of the Divestiture Business except where strictly necessary to comply with this Final Undertakings; or
    - (iii) Otherwise impair the ability of the Divestiture Business to compete independently in any of the markets affected by the Merger;
  - (b) The Divestiture Business has been carried on separately from the Cérélia Business and the Divestiture Business's separate sales or brand identity has been maintained;
  - (c) The Divestiture Business has been maintained as a going concern and sufficient resources have been made available for the development of the Divestiture Business to enable it to continue to compete independently in any of the markets affected by the Merger;
  - (d) No substantive changes have been made to the organisational structure of or the management responsibilities within the Divestiture Business, except

in the ordinary course of business and except where strictly necessary to comply with these Final Undertakings;

- (e) The nature, description, range and quality of goods and/or services supplied by the Divestiture Business has been maintained and preserved;
- (f) Except in the ordinary course of business:
  - (i) All of the assets of the Divestiture Business, including facilities and goodwill, have been maintained and preserved;
  - (ii) None of the assets of the Divestiture Business have been disposed of; and
  - (iii) No interest in the assets of the Divestiture Business has been created or disposed of;
- (g) There has been no integration of the information technology of the Divestiture Business and the C er lia Business, and the software and hardware platforms of the Divestiture Business has remained essentially unchanged, except for routine changes and maintenance, except where strictly necessary to comply with these Final Undertakings;
- (h) The customer and supplier lists of Divestiture Business and the C er lia Business have been operated and updated separately and any negotiations with any existing or potential customers and suppliers in relation to the Divestiture Business have been carried out by the Divestiture Business alone and the C er lia Business has not negotiated on behalf of the Divestiture Business;
- (i) All existing contracts of the Divestiture Business have been serviced by the business to which they were awarded;
- (j) No changes have been made to Key Staff managing the Divestiture Business except where strictly necessary to comply with these Final Undertakings;
- (k) No Key Staff have been transferred between the C er lia Business and the Divestiture Business except where strictly necessary to comply with this Final Undertakings;
- (l) All reasonable steps have been taken to encourage all Key Staff to remain with the Divestiture Business;
- (m) Except as may be permitted by the Final Undertakings, no business secrets, know-how, commercially-sensitive information, intellectual

property or any other information of a confidential or proprietary nature relating to the Divestiture Business, has passed, directly or indirectly, from the Divestiture Business (or any of its employees, directors, agents or Related Persons) to the C r lia Business (or any of its employees, directors, agents or Related Persons);

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

- (i) Interruptions to the Divestiture Business (including without limitation its procurement, production, logistics, sales and employee relations arrangements) that have prevented it from operating in the ordinary course of business for 24 hours;
- (ii) Substantial customer volumes won or lost or substantial changes to the customer contracts for the Divestiture Business; or
- (iii) Substantial changes in the Divestiture Business' contractual arrangements or relationships with key suppliers.

(o) *[list of material developments]*

- 3. C r lia and its subsidiaries remain in full compliance with these Final Undertakings and will continue actively to keep the CMA informed of any material developments relating to the Divestiture Business in accordance with these Final Undertakings.

### ***Interpretation***

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

I understand that:

- 5. 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.

FOR AND ON BEHALF OF C R LIA

Signature .....

Name .....

Title .....

Date .....