Simpson
Thacher

CASE ME/7146/26

ANTICIPATED ACQUISITION BY LIBERTY GLOBAL, TELEFÓNICA AND INFRAVIA (THROUGH THEIR JOINT VENTURE, NEXFIBRE) OF SUBSTANTIAL

Substantial's response to the CMA's Interim Report

[REDACTED]: An acquisition of Substantial was *not* the most likely outcome absent the Transaction, either in February 2026 or today

23 October 2026

1 Introduction and Executive Summary

(1) Substantial strongly disagrees with the Competition and Market Authority's (the "**CMA**") Interim Report that the anticipated acquisition by Liberty Global, Telefónica and Infravia (through their joint venture, nexfibre) of Substantial Topco Limited (together with its subsidiaries, "**Substantial**") (the "**Transaction**") may result in a substantial lessening of competition ("**SLC**") in the wholesale supply of fixed broadband services.[1]

(2) The Interim Report's provisional finding of an SLC depends almost entirely on the premise that, absent the Transaction, CityFibre would have acquired Substantial.[2] The Transaction is said to reduce the share of nexfibre's and VMO2's total network where nexfibre/VMO2, CityFibre and Openreach are all present from c. 32% to c. 18% *only because* Substantial's network is assumed to have passed to CityFibre.[3] If the premise fails, so does the provisional finding of an SLC.[4]

(3) This premise cannot be reconciled with the contemporaneous evidence. The CMA appears to proceed on an unsupported assumption that, given that Substantial "had been experiencing a deteriorating standalone position", such position "had provided *it* with a strong incentive to sell" and CityFibre "were highly motivated to acquire Substantial".[5] From assumptions that go only to incentive, the CMA provisionally concludes that the most likely outcome absent the Transaction was an acquisition by CityFibre. That is an error of law and an irrational leap in reasoning: incentive is not capability, and a finding of likelihood cannot rest on findings that establish, at their highest, only that a transaction (on undefined terms) was possible.

(4) Absent the Transaction, Substantial would have continued as a standalone, vertically integrated, retail-led operator. An exit was never the alternative for Substantial's shareholders, [**REDACTED**]. In addition to the CMA accepting that standalone operation "remained a viable option to Substantial",[6] Substantial's shareholders have [**REDACTED**]. The CMA's premise that, absent a rival bidder, they would have accepted less than £2 billion from CityFibre is contradicted by the shareholders' own evidence.[7] Contrary to the CMA's premise that, given time, a CityFibre transaction would become achievable, [**REDACTED**]. The shareholders [**REDACTED**] — [**REDACTED**]. In the alternative, Substantial's investors might in due course have pursued a transaction with another party. An acquisition by CityFibre, however, is not the most likely outcome and, in fact, the evidence shows that a transaction with CityFibre was, and remains, demonstrably unlikely.

(5) CityFibre lacked the ability to fund or complete an acquisition of Substantial throughout 2025 and in February 2026. Any acquisition depended on four separate and cumulative conditions, none of which was in place: (i) committed equity from CityFibre's shareholders or third parties, which has never been provided and, at every stage, was conditional on further steps, including a [**REDACTED**], and now an uncertain and substantial lender restructuring; (ii)

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1 Opal JVco Limited ("**nexfibre**") is a joint venture between Liberty Global Ltd ("**Liberty Global**") and Telefónica S.A. ("**Telefónica**") (together, also the owners of VMED O2 UK Limited ("**VMO2**")) and Crown Infra Bidco Limited, an entity wholly owned by funds managed by InfraVia Capital Partners ("**InfraVia**"). nexfibre, VMO2 and Substantial are together referred to as the "**Parties**".

2 Interim Report, para 6.1.

3 Interim Report, para 6.198.

4 The Parties' response to the CMA's Interim Report dated 23 October 2026 ("**Parties' IR Response**") addresses the CMA's SLC assessment.

5 Interim Report, paras 5.141(a)–(c) (emphasis added).

6 Interim Report, para 5.45.

7 Letter from DigitalBridge, Advencap and Soho Square Capital ("**Soho**") to the CMA, 23 October 2026, pages 3–4 ("**Shareholders' Statement, 23 October 2026**"). See also Section 5.3 below.

the agreement of Substantial's lenders to roll c. £[**REDACTED**] million of debt into CityFibre — consent that, as explained below, [**REDACTED**]; (iii) the consent and new money of CityFibre's own lenders, despite the terms of CityFibre's 2025 scheme of arrangement permitting only £160 million of acquired debt[8] and despite CityFibre now asking those same lenders to write down their existing loans; and (iv) the [**REDACTED**], on which [**REDACTED**] not only as a matter of agreeing terms but both [**REDACTED**], and which was far from certain to be delivered. CityFibre therefore could not have been the most likely acquirer in February 2026, and cannot be treated as such today, where none of the four necessary conditions was, or is, likely to be secured.

(6) As its own October 2026 restructuring proposal to its lenders confirms,[9] CityFibre continues to lack that ability now. That inability is not a matter of timing. It [**REDACTED**], which puts the point beyond doubt: since the Interim Report was published, it is now on the public record that auditors have, for the second consecutive year, identified a material uncertainty casting significant doubt on its ability to continue as a going concern;[10] and in October 2026, CityFibre opened its second restructuring in 13 months, under pressure to agree terms with lenders or face creditors "taking the keys" as soon as next year.[11] No rational seller would transact with a counterparty in those conditions. CityFibre has presented a restructuring proposal to its lenders asking them to write down part of an approximately £2 billion loan in exchange for an equity stake, to allow interest on the remainder to be paid with additional debt rather than cash, and to provide new money for acquisitions, a request reported as made as CityFibre "seeks to stay afloat".[12] CityFibre's presentation to lenders itself records that its debt pile has hindered earlier acquisitions.[13] The £900 million shareholder contribution on which the CMA relies is conditional on CityFibre's lenders agreeing to that restructuring, and would be advanced as a shareholder loan ranking alongside bank debt, not as loss-absorbing equity.

(7) A company that must ask [**REDACTED**] is not a purchaser able to fund and complete a c. £2 billion acquisition of Substantial, whether in February 2026, today or on any timetable relevant to the counterfactual. A CityFibre acquisition of Substantial was, at most, a speculative possibility at the time of the Transaction, and is highly unlikely now given the evidence on its deteriorating financial condition. As such, it would be irrational to consider such a scenario as the most likely and the appropriate counterfactual against which to evaluate the Transaction.

(8) The CMA's provisional conclusion produces an unjustifiable and damaging market distortion which favours an alternative buyer whose offer Substantial's shareholders in fact rejected on the recorded ground that it was not deliverable. Those shareholders are professional investors with fiduciary duties to maximise returns for their investors and would have had all the incentives to accept CityFibre's [**REDACTED**] offer had it been capable of being executed. Those shareholders told CityFibre and its advisers precisely what it needed to deliver:

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8 Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, para 64.3.

9 Paula Doenecke and Constantine Courcoulas, *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026 ("***Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026**").

10 CityFibre Infrastructure Holdings Limited, Report and Consolidated Financial Statements for the Year Ended 31 December 2025, published 7 October 2026 ("**CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026**").

11 *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

12 *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026. See also James Warrington, *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026 ("***The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026**").

13 See *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

"[**REDACTED**]".[14] CityFibre never delivered it over the course of [**REDACTED**] of negotiations. As explained in their statement to the CMA (the "**Shareholders' Statement**"), Substantial's majority shareholders do not see any "realistic prospect" of [**REDACTED**].[15] [**REDACTED**].[16]

(9) The Interim Report's provisional view that the majority of Substantial's debt would have been rolled over in a CityFibre Transaction is also incorrect.[17] [**REDACTED**]. A transaction that the sellers [**REDACTED**] would not have accepted [**REDACTED**], cannot be the "most likely" outcome absent the Transaction.

(10) This submission addresses six key aspects of the CMA's provisional conclusions, and in each case the CMA's reasoning is open to challenge on one or more grounds: an error of law, irrationality, reliance on a legally irrelevant consideration, internally inconsistent reasoning, or a failure of sufficient inquiry:

(a) *First*, the CMA has applied a legal threshold of possibility rather than the "most likely" standard (Section 2).

(b) *Second*, CityFibre was not a capable, funded acquirer at any point during a [**REDACTED**] long engagement — and it continues to lack capability today, as it remains a business [**REDACTED**] whose lenders are now being asked to absorb losses of up to £2 billion before any new equity is released (Section 3).

(c) *Third*, the CMA bridges CityFibre's funding gap almost entirely by relying on developments after the signing of the Transaction, and those developments do not bridge it in any event: the £900 million shareholder contribution remains uncommitted and is itself conditional on CityFibre's lenders agreeing to a restructuring that would crystallise losses on their existing exposure (Section 4).

(d) *Fourth*, the CMA has set aside the actual outcome of a [**REDACTED**] in favour of a hypothetical one (Section 5).

(e) *Fifth*, the CMA has weighed the evidence in an inconsistent and selective manner (Section 6).

(f) *Sixth*, the only credible counterfactual is a standalone Substantial, against which the theory of harm is not made out (Section 7).

2 The CMA has applied a legal threshold that substitutes possibility for the "most likely" standard

(11) At Phase 2, the CMA "will select the <u>most likely</u> conditions of competition as its counterfactual".[18] Where it considers alternative scenarios, such as the purchase of a merger target by an alternative acquirer, it must identify "the most likely conditions of competition absent the merger".[19] The CMA framed its task in exactly those terms: to determine which of

[14] Annex SBS-00000966 of Substantial's Consolidated Index of Annexes.

[15] Shareholders' Statement, 23 October 2026, page 5.

[16] Letter from [**REDACTED**] to Substantial dated 20 October 2026, page 2 ("[**REDACTED**] **Letter**"): Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[17] Interim Report, para 5.121.

[18] Merger Assessment Guidelines ("**CMA129**"), para 3.13 (emphasis added), referred to in footnote 106 of the Interim Report.

[19] Interim Report, para 5.5.

the standalone scenario and the CityFibre acquisition scenario "is the most likely and, therefore, the appropriate counterfactual".[20]

(12) It follows that, because the CMA provisionally accepts that standalone operation "remained a viable option to Substantial",[21] it must show on the evidence that a CityFibre acquisition was more likely than that viable alternative. It is not enough to show that a CityFibre acquisition was conceivable, feasible or commercially attractive to both sides.[22]

2.1 What the Interim Report finds

(13) At its highest, the Interim Report shows that a CityFibre acquisition was a speculative *possibility* and that CityFibre was *motivated* to purchase Substantial.

(14) Of the three factors on which the CMA relies, two concern incentive alone: the incentive of Substantial's shareholders to sell, and the incentive of CityFibre to buy.[23] Substantial's shareholders are not forced sellers,[24] and their incentive to sell was, and remains, subject to [**REDACTED**] and funding certainty. CityFibre's aspiration to acquire, which the CMA describes as "highly motivated",[25] is not disputed and is not determinative. But motivation is not capability. Where the CMA has adopted an alternative purchaser as the counterfactual in a contested case, (so far as the Parties are aware, only in the context of an 'exiting firm' counterfactual), it has only done so on evidence that the purchaser was able to sufficiently fund the requisite deal value. For example, in the CMA's assessment of the completed acquisition by Spreadex Limited of the B2C Business of Sporting Index Limited ("***Spreadex***"), the alternative bidders' net bids had "a high degree of certainty" of exceeding estimated liquidation value, the necessary benchmark in an 'exiting firm' counterfactual.[26]

(15) A motivated purchaser that cannot show it is likely to be able to fund an acquisition is not a counterfactual acquirer. Only the third factor, "CityFibre's ability to raise the required financing",[27] addresses this relevant question. On that factor, the CMA's reasoning is consistently expressed in terms of possibility:

(a) Substantial's engagement with CityFibre is said to show only that Substantial "considered it <u>at least feasible</u> that CityFibre would be able to fund a deal".[28]

(b) On whether Substantial would have accepted a lower price to absorb the [**REDACTED**], "it <u>cannot be excluded</u> that Substantial may have been prepared to

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[20] Interim Report, para 5.10.

[21] Interim Report, para 5.45.

[22] The CMA's decisional practice draws this line. In its final report for the anticipated acquisition by T&L Sugars Limited of certain assets of Tereos United Kingdom and Ireland Limited from Tereos SCA ("***T&L Sugars/Tereos***"), the CMA rejected a rival bid from an alternative purchaser on the basis that "whilst we cannot exclude [the rival bidder] altogether as a potential alternative purchaser, we do not consider that this is the most likely scenario absent the Merger": Final Report, 3 September 2024, para 4.53. In its assessment of the anticipated acquisition by Associated British Foods plc (through ABF Grain Products Limited) of Hovis Group Limited ("***ABF/Hovis***"), the CMA held that, "[w]hile we cannot exclude the possibility" of a sale to an alternative purchaser, "in reaching our view on the counterfactual we are required to consider what is most likely": Final Report, 16 June 2026, para 4.331. In its final report on the completed acquisition by Facebook, Inc (now Meta Platforms, Inc) of Giphy, Inc ("***Meta/Giphy***"), a third-party sale at the valuations available "would have remained a possibility", but the CMA found it "unlikely": Final Report, 30 November 2021, para 6.168(d).

[23] Interim Report, paras 5.59(a)–(b).

[24] See Shareholders' Statement, pages 3–4.

[25] Interim Report, para 5.65.

[26] *Spreadex/Sporting Index*, Remittal Final Report, 19 September 2025, paras 5.119(a).

[27] Interim Report, para 5.59(c).

[28] Interim Report, para 5.82 (emphasis added).

agree to a price reduction".[29] The CMA then accepts that "[i]t is unclear" whether a lower value would have been acceptable to Substantial.[30]

(c) On new third-party equity, "[i]t is unclear how these discussions would have progressed absent the Transaction".[31]

(d) On deal structure, a CityFibre offer "could have looked different"; shareholder investment "could have increased"; [**REDACTED**].[32]

(e) On [**REDACTED**], the CMA "consider[s] it possible that under the counterfactual, CityFibre could have [**REDACTED**] "may have been available".[33]

(16) Formulations such as "cannot be excluded", "at least feasible", "possible", "could" and "may" do not meet the "most likely" standard of proof. In fact, none of these formulations reach a "likely" standard. In the CMA's assessment of the completed acquisition by Bottomline Technologies (de), Inc. of Experian Limited's Experian Payments Gateway business and related assets ("***Bottomline/Experian***"), the CMA stated that its practice is to incorporate into the counterfactual "only those aspects of situations that appear likely based on the facts available to it".[34]

(17) A succession of possibilities does not establish that an overall conclusion is probable or likely. The point is not arithmetical and the Parties do not invite the CMA to multiply probabilities, an approach the Competition Appeal Tribunal ("**Tribunal**") rejected in *Spreadex v CMA* [2026] CAT 24 ("***Spreadex v CMA***").[35] It is clear that the CMA's conclusion that CityFibre is "likely" to have obtained the necessary funding absent the Transaction[36] rests on intermediate findings that are themselves expressed below the level of likelihood. In *Spreadex v CMA*, the Tribunal upheld the CMA's overall conclusion and noted that the CMA assessed each sub-conclusion as "likely", with uncertainties "baked into" those assessments.[37] Here the uncertainties are not "baked into" likely sub-findings; they are left unresolved. Moving from "at least feasible", or "possible", or "could" components to a "likely" funded deal, without explaining how those components together clear the threshold, is the kind of "unexplained evidential gap or leap in reasoning" that renders a conclusion unsustainable.[38]

(18) That evidential leap is particularly stark here because CityFibre's ability to fund an acquisition of Substantial depended on four separate and cumulative conditions, none of which was in place or likely to be secured:

(a) CityFibre required committed equity from its shareholders or third parties. No such commitment was ever provided; at every stage, it was conditional on further steps, including a [**REDACTED**], and now an uncertain and significant lender restructuring.

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29 Interim Report, para 5.97 (emphasis added).

30 Interim Report, para 5.98 (emphasis added).

31 Interim Report, para 5.102 (emphasis added).

32 Interim Report, para 5.133 (emphasis added).

33 Interim Report, para 5.141(g) (emphasis added).

34 *Bottomline/Experian*, Final Report, 17 March 2020, para 6.2 (emphasis added).

35 *Spreadex v CMA* [2026] CAT 24, para 69.

36 Interim Report, para 5.139.

37 *Spreadex v CMA* [2026] CAT 24, para 128.

38 *Spreadex v CMA* [2026] CAT 24, para 50.

(b) Substantial's lenders would have needed to agree to roll approximately £[**REDACTED**] million of debt into CityFibre. [**REDACTED**].

(c) CityFibre's own lenders would have needed to consent and provide new money, despite the terms of CityFibre's 2025 scheme of arrangement permitting only £160 million of acquired debt[39] and despite CityFibre now asking those same lenders to write down their existing loans as part of the public restructuring.

(d) CityFibre's final proposal depended on [**REDACTED**], not only as a matter of agreeing terms but both [**REDACTED**]. The [**REDACTED**] was far from certain to be delivered.

(19) These consents are cumulative, not alternative: if any one of them fails, there can be no CityFibre acquisition of Substantial. Decisional practice establishes that each intermediate step must itself be 'likely'.[40] A CityFibre acquisition cannot be more likely than its least likely element, and the Interim Report leaves all four unresolved.

2.2 **The CMA's own concessions show that no fundable deal has been identified**

(20) On capability, the CMA concedes that "it is not possible to determine the precise amount that CityFibre would have been able to raise".[41] It also declines to make findings on the principal components of the funding package:

(a) **Third-party equity.** The CMA does "not consider it necessary to conclude definitively on how likely the injection of third-party equity would be".[42]

(b) [**REDACTED**]**.** The CMA finds it "not possible to conclude on the precise terms Substantial would have offered", and does "not consider this necessary".[43]

(c) **Debt.** The CMA accepts there is "uncertainty in relation to whether Substantial's lenders would have agreed to roll over their debt facilities and the extent of any shortfall".[44]

(d) [**REDACTED**]**.** The CMA finds it "is not necessary to reach a conclusion on what precise route or decision CityFibre would have taken".[45]

(21) The CMA's finding on price is equally indeterminate. The CMA states that Substantial "would have accepted an offer of around £2 billion and may have accepted an amount lower than £2 billion".[46] Yet the CMA considers that "it is not possible to determine with precision or certainty what an amount acceptable to Substantial's shareholders would have been".[47] This finding was reached without the CMA directly consulting Substantial's shareholders, whose approval would have been required for any such sale.[48]

(22) The CMA's overall conclusion confirms the gap. It accepts "some uncertainty about the exact commercial terms that would have been agreed and the amount and timing of funding sources

[39] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, para 64.3.

[40] See, e.g., *Spreadex v CMA* [2026] CAT 24, para 128; *Bottomline/Experian*, Final Report, 17 March 2020, para 6.2.

[41] Interim Report, para 5.137.

[42] Interim Report, para 5.102 (emphasis added).

[43] Interim Report, para 5.107 (emphasis added).

[44] Interim Report, para 5.116 (emphasis added).

[45] Interim Report, para 5.141(g) (emphasis added).

[46] Interim Report, para 5.141(d).

[47] Interim Report, para 5.72. See also para 5.138.

[48] See Section 5.3 below.

that would ultimately have been used".[49] The CMA therefore cannot say what price would have been agreed, how it would have been funded, how much would have been raised, or when the funding would have been available. The Parties accept that the counterfactual is not a detailed description of future conditions and that the CMA need not predict precise details.[50] But the existence of a fundable deal is not a detail of the CityFibre scenario, but rather it is the condition on which that scenario exists at all. A counterfactual that does not identify a fundable price, structure or timetable cannot satisfy the "most likely" standard.

(23) Nor does the CMA's practice of leaving routes unspecified assist it in this case. In the CMA's assessment of the anticipated acquisition by Cellnex UK Limited of the passive infrastructure assets of CK Hutchison Networks Europe Investments S.À R.L. ("***Cellnex/CK Hutchison***"), it did not need to "specify the exact route CK Hutchison would have taken" because it was assessing "the credibility and range of alternative options", each of which led to competition with Cellnex, against the background of a "wide range of existing industry players and financial investors" with "a strong interest and established track record" in such assets.[51] Uncertainty as to which of several sufficient routes would be taken is different in kind from uncertainty as to whether any route would succeed. CityFibre is a single purchaser whose own solvency depends on the agreement of its existing creditors, and the unresolved points — purchase price, [**REDACTED**], third-party equity, lender rollover and [**REDACTED**] — are not alternatives; they are components of a single funding package on which the CityFibre counterfactual depends.

(24) The CMA cannot avoid this conclusion by relying on its statement that establishing the counterfactual is "an inherently uncertain exercise, but uncertainty will not in itself lead the CMA to assume the pre-merger situation to be the appropriate counterfactual".[52] Substantial does not invite the CMA to default to the status quo because the exercise is uncertain. The point is different in kind: the CMA has not made the affirmative findings that its own "most likely" test requires. The standalone scenario prevails not as a fallback from uncertainty, but because it is the only scenario the CMA has positively found to be "viable",[53] whereas the CityFibre scenario depends on a fundable deal that the CMA has declined to identify.

(25) Nor are these gaps ones that the CMA may properly leave open. Where the existence of a fundable deal is the condition on which the entire CityFibre scenario depends, the CMA cannot decline to investigate and conclude on that question and then rest a prohibition-level finding on the unexamined gap.[54] That is particularly so here, where Substantial has now put before the CMA the very evidence it said it lacked, including direct evidence [**REDACTED**]. A conclusion reached without that inquiry, or without the findings the "most likely" test demands, would not be sustainable.

(26) The Tribunal has already confirmed that the CMA may not proceed in this way. In *JD Sports Fashion plc v CMA* [2020] CAT 24 ("***JD Sports v CMA***"), the Tribunal confirmed:

(a) that the CMA must take reasonable steps to acquaint itself with the information relevant to each statutory question; and

[49] Interim Report, para 5.142.

[50] *Spreadex v CMA* [2026] CAT 24, para 26.

[51] *Cellnex/CK Hutchison*, Final Report, 3 March 2022, paras 5.21, 5.242 and 5.243.

[52] Interim Report, para 5.142.

[53] Interim Report, para 5.45.

[54] See, e.g., *JD Sports Fashion plc v CMA* [2020] CAT 24.

(b) that there must be evidence of some probative value on the basis of which it could rationally reach the conclusion it did.[55]

(27) Applying those principles, the Tribunal held that the CMA had acted irrationally, even allowing for its wide margin of appreciation, in reaching conclusions on Footasylum's financial position without making direct inquiries of Footasylum's primary lender, relying instead on Footasylum's own account of that lender's likely attitude: "on such a crucial issue the CMA ought to have completed its information gathering before making a decision".[56] The Tribunal rejected the CMA's objection that any answer would have been speculative, because "the reliability of a response cannot be assessed unless it is first obtained", and quashed the final report to that extent.[57]

(28) The Interim Report falls short of that standard, and that shortcoming is particularly problematic in this case, where the CMA's provisional SLC finding rests almost entirely on its counterfactual assessment. In *JD Sports v CMA*, the CMA retained the prevailing conditions of competition as its counterfactual; here, the CMA departs from them in favour of an acquisition by a [**REDACTED**] purchaser on which its provisional SLC finding almost entirely depends. Yet, so far as the Interim Report discloses, the CMA has reached an incorrect finding without obtaining evidence directly from, *inter alia*, Substantial's lenders, whose change-of-control consent any CityFibre transaction required, relying instead on CityFibre's retrospective account of their likely attitude and on informal views attributed to Substantial's CEO.[58] That is not evidence of probative value that the CMA could rationally rely on in its provisional finding that a funded CityFibre acquisition was the most likely outcome absent the Transaction. A final decision reached on that basis would be open to challenge on precisely the grounds on which the Tribunal quashed the CMA's decision in *JD Sports v CMA*. [**REDACTED**]. It is clear that the CMA made a provisional finding with respect to an important component of CityFibre's ability to fund an acquisition without gathering robust evidence on the basis of which it could reach that finding.

3 CityFibre was never a capable, funded acquirer over the [REDACTED] period up to the signing of the SPA — and it continues to lack capability today, as it [REDACTED]

(29) This section concerns CityFibre's capability, and advances the challenge on grounds of material error of fact and irrationality: a provisional finding that a funded acquisition was "most likely" cannot stand on a financing package no material component of which was committed. By the time of its final offer in February 2026, CityFibre had not assembled a coherent or deliverable financing package for the acquisition of Substantial. This section assesses each component of CityFibre's proposed funding stack, the evidence on which the CMA relies and the material gaps that remained. Section 4 then considers whether developments after February 2026 alter that assessment.

3.1 A track record of failure over [REDACTED]

(30) Substantial and CityFibre engaged for [**REDACTED**], from the signing of the NDA on [**REDACTED**] to the signing of the SPA on 18 February 2026. They explored a wide range

[55] *JD Sports v CMA* [2020] CAT 24, paras 70 and 139, applying *Ecolab Inc. v Competition and Markets Authority* [2020] CAT 12, para 58 and *BAA v Competition Commission* [2012] CAT 3, para 20.

[56] *JD Sports v CMA* [2020] CAT 24, paras 140, 174 and 186.

[57] *JD Sports v CMA* [2020] CAT 24, paras 175 and 248.

[58] Interim Report, paras 5.114 and 5.121. See also Section 3.6.2 below.

of transaction structures, and at no point did CityFibre produce committed equity or debt funding. Substantial's shareholders made the requirement plain. [**REDACTED**].[59] That comfort never came, and no named investor ever committed.

(31) Even in the final stages, CityFibre was not prepared to make a committed proposal, [**REDACTED**]. The record shows that CityFibre lacked the financial resources to acquire Substantial under *any* structure, not merely under *any one* of them. The CMA indicates that CityFibre did not have enough time to assemble its bid given the pressure from the competing nexfibre offer and that now, without that time pressure, it will be able to execute the transaction.[60] The fact is that CityFibre had engaged with Substantial on a range of possible structures [**REDACTED**] — [**REDACTED**][61] — and yet it was unable to put forward a feasible and financeable offer before Substantial accepted nexfibre's competing offer. This shows that Substantial's concerns with CityFibre's funding ability [**REDACTED**]. Time pressure cannot explain a failure that began before the pressure existed. The fact that CityFibre's difficulties were about funding, not timing, and that removing nexfibre from the process would do nothing to cure them, shows the weakness in the CMA's reasoning.

(32) Each structure failed for the same underlying reason:

(a) [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] £[**REDACTED**] billion [**REDACTED**].[62]

(b) [**REDACTED**].[63]

(c) [**REDACTED**] **£**[**REDACTED**]**billion** [**REDACTED**][64] [**REDACTED**].[65] [**REDACTED**].[66]

(d) [**REDACTED**].[67] [**REDACTED**].

(e) [**REDACTED**] £[**REDACTED**] billion [**REDACTED** £[**REDACTED**] million [**REDACTED**]. £[**REDACTED**] million [**REDACTED**].[68] [**REDACTED**].[69] [**REDACTED**].[70] This structure was (and remains) highly unattractive to Substantial's shareholders given the level of risk it entails and the significant senior leverage CityFibre carries today: CityFibre's external debt is estimated at approximately £3.8 billion[71] against adjusted EBITDA of only £60 million in the nine months to 30 September 2026.[72] The unattractive risk profile was moreover

[59] Annex SBS-00000966 of Substantial's Consolidated Index of Annexes.

[60] Interim Report, paras 5.66, 5.77 and 5.92.

[61] Interim Report, para 5.104.

[62] Annex SBS-00000734 of Substantial's Consolidated Index of Annexes, page 8.

[63] Annex SBS-00000160 of Substantial's Consolidated Index of Annexes, page 7.

[64] Annex SBS-00000973 of Substantial's Consolidated Index of Annexes, page 2.

[65] Annex SBS-00000735 of Substantial's Consolidated Index of Annexes, page 3.

[66] See generally Annex SBS-00000735 of Substantial's Consolidated Index of Annexes, page 3.

[67] Annex SBS-00000736 of Substantial's Consolidated Index of Annexes, page 2.

[68] Annex SBS-00000737 of Substantial's Consolidated Index of Annexes, page 2.

[69] Annex SBS-00000735 of Substantial's Consolidated Index of Annexes, page 3.

[70] Interim Report, footnote 199.

[71] See CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026, pages 13 and 63. See also *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

[72] See "CityFibre Delivering Strong Underlying Performance as it Moves to Strengthen its Capital Structure and Prepares for Acquisition Drive", Press Release, 6 October 2026 ("**CityFibre Trading Update, 6 October 2026**").

heightened because the Final Offer included proceeds from [**REDACTED**], which would have only enhanced execution uncertainty.[73]

3.2 **Not one component of the Final Offer was committed at signing**

(33) The terms of CityFibre's own Final Offer confirm the absence of commitment. On [**REDACTED**], CityFibre stated that its shareholders were [**REDACTED**]; CityFibre was also [**REDACTED**]; and [**REDACTED**].[74] Even at the final stage, [**REDACTED**].

(34) The CMA records the Final Offer of [**REDACTED**] as having an enterprise value of £[**REDACTED**], comprising £[**REDACTED**] [**REDACTED**] and the rollover of approximately £[**REDACTED**] of Substantial's senior and junior debt.[75] The proposed financing sources identified by the CMA totalled £[**REDACTED**], when including the additional £[**REDACTED**], as illustrated in Figure 1 further below:[76]

(a) £[**REDACTED**] through the assumed rollover of Substantial's senior and junior debt;

(b) £[**REDACTED**] million of new equity from CityFibre's existing shareholders;

(c) £[**REDACTED**] million of assumed proceeds from the sale of Substantial's ISPs; and

(d) [**REDACTED**].

Figure 1. [**REDACTED**]

[**REDACTED**]

Source: Interim report, paras 5.86–5.87.

(35) As discussed below, each of these individual funding blocks was highly uncertain, and none were legally committed. The £[**REDACTED**] of aggregate shareholder equity was not formally approved by any shareholder; the ISP-sale indications were non-binding and supported only approximately £[**REDACTED**]; no third-party equity or [**REDACTED**] had been agreed; and no lender had committed to roll over Substantial's debt or granted the necessary change-of-control consent. Indeed, [**REDACTED**]. CityFibre therefore did not face a marginal funding gap that could have been cured given more time. Completion depended on every material component of a conditional and interdependent financing package being secured. We assess each component, in turn, below.

3.3 **£[REDACTED] of existing shareholder equity: CityFibre's shareholders would not commit, and third parties [REDACTED]**

(36) We first assess the £[**REDACTED**] of existing shareholder equity. Although the CMA states that CityFibre's shareholders had "agreed to provide" that amount,[77] [**REDACTED**]. Indeed, none of CityFibre's three principal shareholders had committed funding by 18 February 2026:

(a) [**REDACTED**]. [**REDACTED**] Executive Committee gave "support in principle" for £[**REDACTED**] million on 3 February 2026. The Investment Committee

[73] Shareholders' Statement, 23 October 2026, page 3.

[74] Annex SBS-00000737 of Substantial's Consolidated Index of Annexes, pages 1–2.

[75] Interim Report, para 5.86.

[76] Interim Report, para 5.87.

[77] Interim Report, para 5.90.

meeting that was to consider the investment was cancelled on 17 February 2026 given the [**REDACTED**]–CityFibre deal team's suspicion that Substantial was close to announcing a deal with the nexfibre Consortium.[78]

(b) [**REDACTED**].[79]

(c) [**REDACTED**].[80] [**REDACTED**].[81] [**REDACTED**].[82] That contribution post-dates the SPA, while the contemporaneous record bears out [**REDACTED**] original account. On 4 February 2026, [**REDACTED**]'s key message to Substantial's adviser, [**REDACTED**], was that [**REDACTED**].[83]

(37) The CMA's characterisation of this evidence is internally inconsistent. Paragraph 5.90 of the Interim Report states that CityFibre's shareholders had "*agreed* to provide" £[**REDACTED**], and paragraph 5.134 states that CityFibre had "obtained *agreement*" for that amount. However, paragraph 5.91 acknowledges that formal sign-off remained contingent on the terms of an agreed transaction.[84] The latter formulation accurately reflects the evidence: [**REDACTED**] had provided support in principle, [**REDACTED**], and [**REDACTED**]. On [**REDACTED**], CityFibre stated that its shareholders were [**REDACTED**].[85] [**REDACTED**] (as confirmed in the Shareholders' Statement),[86] and Substantial had no legally enforceable recourse to the £[**REDACTED**] million.

(38) The CMA also relies on CityFibre's 2025 fundraising as evidence of shareholder appetite to finance M&A opportunities;[87] rather than recognising that the 'fundraising' was in fact a court-sanctioned rescue required because CityFibre could not obtain the support of all its lenders.[88] Far from being a vote of confidence, the restructuring via scheme of arrangement occurred when CityFibre was a matter of weeks away from insolvency.[89] At its highest, that 'fundraising' demonstrates only a general willingness to support CityFibre's strategy. It does not establish that further funds remained available or had been approved for the acquisition of Substantial, as shown in court documents[90] which defy CityFibre's public statements regarding the 'fundraising'.[91] CityFibre stated that the financing had several purposes, including [**REDACTED**].[92] General support for CityFibre's [**REDACTED**] is not equivalent to committed equity for this transaction. CityFibre's underlying financial position, including the going-concern uncertainty recorded in its 2025 accounts and its ongoing public restructuring, is considered further in Section 4.6 below.

(39) The proposed shareholder funding was also [**REDACTED**]:

78 Interim Report, para 5.90(a).

79 Interim Report, para 5.90(b).

80 Interim Report, para 5.63(c).

81 Interim Report, footnote 230.

82 Interim Report, footnote 230.

83 Annex SBS-00000967 of Substantial's Consolidated Index of Annexes.

84 Interim Report, paras 5.90–5.91 and 5.134.

85 Annex SBS-00000737 of Substantial's Consolidated Index of Annexes, pages 1–2.

86 Shareholders' Statement, 23 October 2026, pages 1–2.

87 Interim Report, paras 5.83–5.84.

88 Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 31.5.2, 33 and 50.

89 Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 4, 28, 40 and 79.6.

90 See generally Annex SBS-00000974 of Substantial's Consolidated Index of Annexes.

91 See Section 4.6 below.

92 Interim Report, para 5.83(d).

(a) [**REDACTED**].[93]

(b) CityFibre had approached infrastructure investors from September 2025 and returned to them in December 2025 and January 2026.[94]

(c) [**REDACTED**].[95] [**REDACTED**].[96]

(40) CityFibre's equity case was tested in the market and [**REDACTED**], in material part because of [**REDACTED**] and the general challenges facing altnets in the UK broadband market. Those investors' [**REDACTED**] has now been vindicated: the [**REDACTED**] they identified is now the subject of a significant financial restructuring in which CityFibre's existing lenders are being asked to absorb substantial losses, with lenders reportedly bracing for losses of up to £2 billion on debts of close to £4 billion.

(41) This history is inconsistent with the CMA's later characterisation of [**REDACTED**]. Had CityFibre's [**REDACTED**] been prepared to fund CityFibre's consolidation strategy, CityFibre would not have [**REDACTED**]. It returned to its shareholders only after [**REDACTED**], and even then obtained no firm commitment.

(42) Far from firming up as the process advanced, CityFibre's financing became weaker and more expensive. On [**REDACTED**].[97] CityFibre was by then [**REDACTED**].[98] By [**REDACTED**], the shareholder equity on which the CMA now relies had become [**REDACTED**] £[**REDACTED**]m [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[99] A bidder that asks the sellers to [**REDACTED**], is neither a capable nor funded acquirer.

(43) The CMA also applies an uneven standard to the evidence. It discounts [**REDACTED**] contemporaneous Investment Committee memorandum of [**REDACTED**], which stated that CityFibre's offer was [**REDACTED**] because of [**REDACTED**]. The CMA reasons that the memorandum was prepared to "execute the Transaction" and pre-dated CityFibre's communication of the proposed [**REDACTED**] contribution.[100] However, the later information did not establish a binding commitment. At the same time, and as discussed in Section 6, the CMA does not apply the requisite level of scrutiny to self-serving third party submissions, placing substantial weight on retrospective call evidence and written responses obtained in August and September 2026 from [**REDACTED**]. It uses that evidence to support its findings that CityFibre had [**REDACTED**], and that the subsequent £[**REDACTED**] million indication and [**REDACTED**].[101] Those sources were not independent: the shareholders had a direct commercial interest in CityFibre's growth and M&A strategy, while [**REDACTED**] had been retained to facilitate new shareholder equity, new lender debt and an acquisition. Their evidence may indicate strategic appetite, but it is not independent evidence that funding had been, or would probably have been, approved.

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[93] Interim Report, para 5.89.

[94] Interim Report, paras 5.99–5.100.

[95] Interim Report, para 5.101.

[96] Interim Report, footnote 294 (emphasis added).

[97] Annex SBS-00000968 of Substantial's Consolidated Index of Annexes.

[98] Annex SBS-00000968 of Substantial's Consolidated Index of Annexes.

[99] Annex SBS-00000969 of Substantial's Consolidated Index of Annexes.

[100] Interim Report, paras 5.81–5.82.

[101] Interim Report, paras 5.63, 5.90–5.92 and 5.124–5.136; third-party call transcripts with [**REDACTED**], [**REDACTED**] and [**REDACTED**] dated 2 September 2026; responses from [**REDACTED**] and [**REDACTED**] dated 14 September 2026; and third-party call note with [**REDACTED**] dated 16 September 2026.

(44) The contemporaneous evidence supports at most only a contingent indication of shareholder aspiration, not a committed £[**REDACTED**] million component of an executable financing package. The 2025 restructuring via a scheme of arrangement when CityFibre was within weeks of insolvency cannot substitute for transaction-specific approval and legally enforceable funding. The £[**REDACTED**] million plainly cannot be treated as a firm building block in the CMA's counterfactual.

3.4 [**REDACTED**] **ISP sale proceeds: a** [**REDACTED**]

(45) CityFibre's Final Offer included [**REDACTED**] from the sale of Substantial's ISPs.[102] CityFibre considers that this figure reflected Substantial's own valuation and was "unrealistic":[103]

(a) **Indications held.** The only indications CityFibre held were non-binding and amounted to about [**REDACTED**].[104]

(b) [**REDACTED**]**.** Its indication of a possible purchase price of around £[**REDACTED**] was itself "[**REDACTED**]".[105]

(c) [**REDACTED**]**.** CityFibre's own email to its [**REDACTED**].[106]

(d) [**REDACTED**].[107]

(46) The CMA concludes that the ISP sale would likely have generated [**REDACTED**] around £[**REDACTED**].[108] It nevertheless relies on CityFibre's assertion that [**REDACTED**]. In particular, the CMA identifies no additional funding source and finds only that a price reduction "cannot be excluded", not that Substantial would probably have accepted one.[109] The ISP-sale component therefore contributed at most approximately £[**REDACTED**] in prospective, non-binding proceeds to the funding stack, [**REDACTED**].

(47) At its highest, a bidder that prices its own offer on a basis [**REDACTED**] is not a credible counterparty. At the very least, it shows that CityFibre's funding representations cannot be taken at face value — a point that bears directly on the weight to be given to its statements to the CMA after the signing of the SPA (see Section 6.3 below).

3.5 [**REDACTED**]

(48) CityFibre proposed [**REDACTED**] and was by then highly unlikely to be available.[110] Indeed, although CityFibre approached a number of infrastructure investors to seek funding for possible M&A activity (rather than to fund the acquisition of Substantial specifically), [**REDACTED**]. The CMA describes discussions with some prospective investors as "ongoing", noting in particular that as of 16 February 2026 "[**REDACTED**] was still engaged in the process".[111] Evidence of continued engagement is not evidence of committed third-

[102] Interim Report, para 5.93.

[103] Interim Report, para 5.96.

[104] Interim Report, para 5.94.

[105] Interim Report, para 5.95(a).

[106] Interim Report, para 5.95(b).

[107] Interim Report, footnote 283.

[108] Interim Report, para 5.98.

[109] Interim Report, para 5.96–5.98.

[110] Interim Report, para 5.103.

[111] Interim Report, paras 5.99–5.102.

party equity, or that the engagement with [**REDACTED**] was likely to result in committed funds.

(49) [**REDACTED**]. The CMA reports CityFibre's representation that [**REDACTED**].[112] The evidence presented in the Interim Report appears to indicate that discussions with third-party investors remained at a preliminary stage, with no agreement on the amount or commercial terms, [**REDACTED**].

(50) The CMA acknowledges that the likely progress of those discussions absent the Transaction is unclear, and states that it does not need to reach a definitive conclusion given that other funding options were available, [**REDACTED**], and given new developments in CityFibre's financing situation after February 2026.[113] However, as we set out further below, the evidence does not support a conclusion that alternative sources were likely to bridge the shortfall.

(51) [**REDACTED**].[114]

(52) The most concrete evidence relates to [**REDACTED**]:

(a) the nexfibre transaction included an [**REDACTED**]; and

(b) a draft term sheet sent by [**REDACTED**] £[**REDACTED**] million [**REDACTED**], but remained a proposal rather than an agreed commitment.[115]

(53) While this demonstrates that Substantial's shareholders were prepared to accept [**REDACTED**].[116] [**REDACTED**] it does not establish that they would have accepted [**REDACTED**] £[**REDACTED**] million [**REDACTED**], particularly given CityFibre's financial position and its subsequent need for a wider [**REDACTED**], as discussed in Section 4.6 below. [**REDACTED**].[117]

(54) The evidence for a higher amount is tenuous. It consists principally of CityFibre or shareholder documents reporting [**REDACTED**]. Those documents described [**REDACTED**] and suggested that [**REDACTED**]. The documents were also unclear about [**REDACTED**].[118]

(55) There was therefore [**REDACTED**]. The CMA concludes only that [**REDACTED**] [**REDACTED**] £[**REDACTED**] million" and expressly states that it cannot determine the precise terms that would have been offered.[119] Even taking the £[**REDACTED**] million [**REDACTED**], at [**REDACTED**].

3.6 **£[REDACTED] debt:** [**REDACTED**]

(56) The CMA concludes that, by February 2026, the change-of-control requirements in Substantial's loan facilities would partially have been met through rollover of the majority of Substantial's debt.[120] That conclusion depends on three distinct propositions: (i) that the necessary lender consents were obtainable; (ii) that most of the debt would have rolled; and

[112] Interim Report, para 5.100.

[113] Interim Report, para 5.102.

[114] Interim Report, para 5.87.

[115] Interim Report, para 5.105.

[116] Shareholders' Statement, 23 October 2026, page 2.

[117] Interim Report, para 5.105(a).

[118] Interim Report, para 5.106.

[119] Interim Report, paras 5.107–5.108.

[120] Interim Report, para 5.121.

(iii) that replacement financing could have covered any shortfall. The evidence does not establish any of those propositions to the required standard, as discussed below.

3.6.1. *The necessary lender consents were interdependent and substantially uncertain*

(57) When CityFibre made its Final Offer, [**REDACTED**].

(58) The Final Offer assumed the rollover of approximately £[**REDACTED**] of Substantial's senior and junior debt, which required change-of-control waivers from Substantial's lenders.[121] The Interim Report identifies no executed rollover agreement or change-of-control consent. Instead, the Final Offer contemplated obtaining [**REDACTED**].[122]

(59) [**REDACTED**].[123] CityFibre explained that [**REDACTED**]. Its advisers [**REDACTED**], while [**REDACTED**].[124] [**REDACTED**].

3.6.2. *The CMA's view that most of the debt would have rolled is unsupported*

(60) The CMA concludes that, by February 2026, the change-of-control requirements in Substantial's loan facilities would have been "partially" met through the rollover of "the majority" of Substantial's debt.[125] However, the evidence cited does not establish that conclusion. The CMA relies on four principal items of evidence:[126]

(a) CityFibre's statement to the CMA in August 2026 that [**REDACTED**];

(b) CityFibre's submission that Substantial's advisers [**REDACTED**];

(c) a contemporaneous note of a conversation in which Substantial's CEO [**REDACTED**]; and

(d) the fact that approximately £[**REDACTED**] million of debt would not roll under the nexfibre Transaction, although [**REDACTED**] £[**REDACTED**] million.

(61) None of that evidence amounts to confirmation from Substantial's lenders that the majority of the debt would have rolled into CityFibre's proposed structure. CityFibre's August 2026 statement was an [**REDACTED**]. The evidence concerning [**REDACTED**]; it does not establish that [**REDACTED**]. Substantial's CEO's [**REDACTED**] — which is limited to [**REDACTED**] — was similarly not evidence from the relevant lenders [**REDACTED**]. Finally, the rollover achieved by the fully funded nexfibre Consortium involved a different purchaser and financing structure, and itself involved a complex and time-consuming process (as explained in the Parties' IR Response). The CMA itself recognises that lenders willing to roll into that Transaction "may not have been equally as prepared to roll over to CityFibre", which is particularly the case given the precarious nature of CityFibre's finances.[127]

(62) The Interim Report's provisional view that the majority of Substantial's debt would have been rolled over in a CityFibre transaction is incorrect.[128] [**REDACTED**]. The shortfall that the

[121] Interim Report, para 5.109.

[122] Interim Report, para 5.115(d).

[123] Interim Report, paras 5.110–5.111. The contrast with the nexfibre Consortium is instructive. Following its proposal in [**REDACTED**], the nexfibre Consortium was given access to [**REDACTED**], page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[124] Interim Report, paras 5.111–5.112.

[125] Interim Report, para 5.121.

[126] Interim Report, para 5.114.

[127] Interim Report, para 5.120.

[128] Interim Report, para 5.121.

CMA leaves to post-SPA developments is therefore [**REDACTED**] than the c. £[**REDACTED**] it assumed.[129] This is evidence from [**REDACTED**] and is materially more probative than CityFibre's expectations or the informal views attributed to Substantial's CEO.[130] The amount of debt requiring replacement should therefore be calculated by reference to [**REDACTED**], rather than by assuming that every lender [**REDACTED**].

(63) CityFibre's [**REDACTED**]. CityFibre described [**REDACTED**], but the CMA's own analysis [**REDACTED**]: common lenders represented [**REDACTED**].[131] While overlap does not itself determine whether a lender would roll, these figures [**REDACTED**].

(64) The CMA's conclusion therefore depends on [**REDACTED**]. That inference is not justified, particularly in light of the [**REDACTED**] now available. The evidence does not establish that [**REDACTED**] Substantial's debt would have rolled into CityFibre's proposed structure; it instead indicates [**REDACTED**].

3.6.3. *The CMA raises the possibility of replacement financing to cover shortfalls and an increased likelihood of rollover, but it does not establish these as likely*

(65) The CMA identifies several potential backstops and other factors that could have increased the likelihood of debt rollover.[132]

(66) The potential backstops were as follows:

(a) [**REDACTED**]**.** The Final Offer stated that [**REDACTED**]. The CMA has "not seen evidence" showing how far those discussions had progressed before the Transaction was signed.[133] [**REDACTED**].

(b) [**REDACTED**]**.** Although [**REDACTED**].[134] Neither step had occurred. Paragraph 5.134 of the Interim Report nevertheless treats [**REDACTED**] approximately £[**REDACTED**] of non-rolling Substantial debt, without reconciling that conclusion with CityFibre's evidence that [**REDACTED**].

(c) [**REDACTED**]**.** On [**REDACTED**] 2026, Substantial's shareholders [**REDACTED**] £[**REDACTED**] million [**REDACTED**], conditional on CityFibre [**REDACTED**] £[**REDACTED**] billion [**REDACTED**].[135] [**REDACTED**]. CityFibre said it declined the proposal because [**REDACTED**].[136] CityFibre's [**REDACTED**] left the rollover shortfall unresolved.

(67) The CMA also identifies the [**REDACTED**] and [**REDACTED**] as factors that could have made rollover more likely:

(a) [**REDACTED**]**.** Under the proposed [**REDACTED**] while potentially benefiting from CityFibre's wholesale operations. The CMA also notes that [**REDACTED**].[137]

[129] Interim Report, paras 5.114 and 5.121.

[130] See generally *JD Sports v CMA* [2020] CAT 24: that is not evidence of probative value that the CMA could rationally rely on in its provisional finding that a funded CityFibre acquisition was the most likely outcome absent the Transaction.

[131] Interim Report, paras 5.109 and 5.113.

[132] Interim Report, paras 5.115 and 5.117–5.120.

[133] Interim Report, para 5.115(b).

[134] Interim Report, paras 5.83(c), 5.115(c) and 5.134.

[135] Shareholders' Statement, 23 October 2026 page 2.

[136] Interim Report, para 5.115(d); Annex SBS-00000945 of Substantial's Consolidated Index of Annexes.

[137] Interim Report, paras 5.117–5.119.

However, the [**REDACTED**] remained a proposal that no Substantial lender had agreed to. Moreover, the corresponding [**REDACTED**].

(b) [**REDACTED**]**.** [**REDACTED**].[138] [**REDACTED**] could have strengthened the commercial case presented to lenders, but there is no evidence that Substantial's lenders assessed them or agreed to roll on that basis. They were neither lender consents nor commitments to fund any shortfall.

(68) The CMA itself describes these only as factors that "could" have increased the likelihood of rollover. It also accepts that lenders willing to roll into the nexfibre Transaction "may not have been equally as prepared to roll over to CityFibre", and concludes only that the change-of-control requirements would "partially" have been met.[139] These possible mitigants therefore cannot substitute for direct evidence from the [**REDACTED**].

(69) The CMA therefore aggregates a series of possibilities, including [**REDACTED**], [**REDACTED**], [**REDACTED**], and [**REDACTED**], without establishing that any of them, individually or collectively, would likely have provided the replacement debt required to complete the acquisition.

3.7 **The financing stack was accordingly neither committed nor shown to be deliverable**

(70) Overall, the CMA has not identified a coherent financing package that CityFibre would probably have secured. Instead, it identifies several possible sources that might have developed differently with more time, without determining which combination would have funded the transaction, on what terms or within what period.

(71) As regards the £[**REDACTED**] required to fund the £[**REDACTED**] shareholder consideration and [**REDACTED**], even giving CityFibre full credit for the uncommitted £[**REDACTED**] shareholder indication, the amounts that can be credited on the most generous reading of the contemporaneous evidence were:

(a) £[**REDACTED**] of existing shareholder equity;

(b) approximately £[**REDACTED**] of prospective and non-binding ISP-sale proceeds [**REDACTED**]; and

(c) [**REDACTED**] with the £[**REDACTED**] million [**REDACTED**] appearing only in a draft term sheet ([**REDACTED**]).

(72) No third-party equity had been committed. The identified amounts therefore total only £[**REDACTED**], leaving a £[**REDACTED**] against the £[**REDACTED**] requirement. That calculation is deliberately generous to CityFibre: it treats the full £[**REDACTED**] as available despite the absence of formal approval and gives credit to ISP proceeds and [**REDACTED**] that had not been agreed.

(73) As regards the debt, the Final Offer assumed rollover of approximately £[**REDACTED**], but no lender had provided change-of-control consent. The [**REDACTED**] evidence identified up to approximately £[**REDACTED**] as unlikely to roll. Under a scenario using the CMA's own approximately £[**REDACTED**] figure, and absent committed replacement financing (Scenario 1 in Table 1 further below), the total unresolved requirement under the Final Offer increases to approximately **£**[**REDACTED**].

[138] Interim Report, para 5.120(c).

[139] Interim Report, paras 5.120–5.121.

(74) [**REDACTED**]. To capture this, and given the sensitivities around [**REDACTED**], Table 1 presents a separate illustrative scenario in which [**REDACTED**]% of the £[**REDACTED**] million of senior debt identified in the Interim Report [**REDACTED**] (Scenario 2 in Table 1 further below).[140] Under this scenario, the [**REDACTED**] amount increases to approximately £[**REDACTED**] million (compared to £[**REDACTED**] in Scenario 1) and the resulting funding shortfall [**REDACTED**] to approximately **£**[**REDACTED**]. This scenario remains [**REDACTED**] to CityFibre because it assumes (for illustrative purposes only) that the remaining [**REDACTED**]% of senior debt and [**REDACTED**] junior debt [**REDACTED**]. Nevertheless, Scenario 2 is the most likely scenario given the [**REDACTED**] ([**REDACTED**] Scenario 1 reflects the Interim Report's unsafe inference from indirect evidence, which is not robust and is [**REDACTED**], that a majority of them would have).

(75) The CMA cannot bridge these gaps by listing the possibility of additional shareholder equity, third-party equity, a [**REDACTED**], a lower purchase price, greater debt rollover or additional borrowing. Those possibilities were not committed or interchangeable. Each depended on separate and interdependent decisions by CityFibre's shareholders, new investors, Substantial's shareholders and its lenders. The CMA must identify a coherent package that would probably have been agreed, rather than a menu of ways in which each shortfall might conceivably have been addressed.

(76) Nor can the CMA bridge these gaps by hypothesising that Substantial would have accepted a lower transaction value in the counterfactual.[141]

(a) Firstly, as set out at Section 3.8 and 5.3 below, the shareholders have [**REDACTED**] the CMA's suggestion that they may have accepted less than £2 billion from CityFibre absent the Transaction.[142]

(b) Secondly, as set out in Table 1 further below, even considering (simply for illustrative purpose) unrealistic enterprise values lower than what [**REDACTED**], and different from the value of CityFibre's offer, significant funding shortfalls would remain. For instance:

(i) An illustrative enterprise value of [**REDACTED**] would result in a funding shortfall of [**REDACTED**] under debt rollover assumptions consistent with those set out in the Interim Report,[143] and an even higher shortfall under rollover estimates in Scenario 2 of [**REDACTED**].

(ii) An illustrative enterprise value of [**REDACTED**] (i.e., the value of the [**REDACTED**] offer) would result in a funding shortfall of [**REDACTED**] under the CMA's rollover assumptions, and an even higher shortfall under rollover estimates in Scenario 2 of [**REDACTED**].

[140] Interim Report, para 5.113. £[**REDACTED**] million senior debt * [**REDACTED**]% = £[**REDACTED**] million.

[141] Interim Report, para 5.66.

[142] Interim Report, paras 5.72, 5.138 and 5.141(d); Shareholders' Statement, 23 October 2026, pages 3–4.

[143] Interim Report, para 5.114.

Table 1. [REDACTED] remains under alternative illustrative EVs (including EVs that Substantial's shareholders indicated they [REDACTED])

Seller consideration	*A*	[REDACTED]	[REDACTED]	[REDACTED]
Substantial debt included in EV	*B*	[REDACTED]	[REDACTED]	[REDACTED]
Acquisition EV	***A+B***	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]/change of control support	*C*	[REDACTED]	[REDACTED]	[REDACTED]
Total transaction requirement	***A+B+C***	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	***D***	[REDACTED]	[REDACTED]	[REDACTED]
Debt rollover scenario 1: CMA rollover assumption				
Non-rolling debt[144]	*E*	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	***F=A+C+E***	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	**F-D**	[REDACTED]	[REDACTED]	[REDACTED]
Debt rollover scenario 2: hypothetical 80% senior debt non-roll				
Non-rolling senior debt[145]	***G***	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	***H=A+C+G***	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	**H-D**	[REDACTED]	[REDACTED]	[REDACTED]

(77) By 18 February 2026, those elements had not been assembled into binding certain funds for the shareholder consideration and a workable debt solution. The evidence therefore establishes that a CityFibre acquisition was only conceivable at the time of signing, not that a fully funded and acceptable transaction was the most likely counterfactual. Section 4 below considers whether subsequent developments can properly alter that contemporaneous position.

3.8 **Substantial's shareholders confirm that CityFibre never offered executable terms**

(78) The Shareholders' Statement explains to the CMA that [**REDACTED**]. Their evidence goes to each of the three elements on which the CMA's capability finding depends: equity, debt and executable deal terms. [**REDACTED**].

(79) [**REDACTED**][146] [**REDACTED**].[147] [**REDACTED**],[148] [**REDACTED**].

[144] Interim Report, para 5.114.

[145] Interim Report, para 5.113. £[**REDACTED**] million senior debt * [**REDACTED**]% = £[**REDACTED**] million.

[146] [**REDACTED**].

[147] Shareholders' Statement, 23 October 2026, page 1.

[148] See CityFibre Infrastructure Holdings Limited, Report and Consolidated Financial Statements for the Year Ended 31 December 2024, published 7 October 2025, page 31 ("**CityFibre Infrastructure Holdings Limited, 2024 Accounts, 7 October 2025**").

(80) This is the missing link in the CMA's analysis. The CMA finds that, by February 2026, CityFibre's shareholders "were prepared to invest £[**REDACTED**] in new equity", while accepting that "formal sign-off would have been contingent on the terms of any deal".[149] Willingness in principle was never the shareholders' bar. The question was whether CityFibre's shareholders would [**REDACTED**], in support of a purchaser whose own auditors had flagged a material uncertainty as to its ability to continue as a going concern. They would not, and the Interim Report does not grapple with that requirement at all.

(81) The CMA found that "Substantial was seriously negotiating with CityFibre up until the point the Transaction was agreed".[150] However, the evidence in the Shareholders' Statement dilutes this finding. After receiving CityFibre's offer letter and first mark-up of the SPA in [**REDACTED**], issues were discussed [**REDACTED**]. The shareholders then instructed [**REDACTED**].[151] CityFibre asked Substantial on [**REDACTED**].[152] [**REDACTED**]. This stands in sharp contrast to Substantial's engagement with [**REDACTED**].[153]

(82) Had the shareholders considered CityFibre's offer "at least feasible",[154] they "would have instructed [**REDACTED**]".[155] [**REDACTED**]. The contrast with the nexfibre Consortium, with which "[**REDACTED**]" by signing, could not be starker.[156] A seller that [**REDACTED**] does not treat the offer as deliverable.

(83) Substantial's shareholders have "seen no evidence that CityFibre's shareholders are [now] able or willing to [**REDACTED**]".[157] The Interim Report itself records that even the increased support now on offer remains "subject to completing due diligence and finalising deal terms",[158] and that the £[**REDACTED**].[159] Conditional support of this kind, in the shareholders' words, "falls well short of showing that a transaction could be [**REDACTED**]", and they "[**REDACTED**]".[160]

(84) Each of these obstacles — the absence of enforceable equity, the [**REDACTED**][161] and the absence of executable terms — existed independently of the nexfibre Consortium's bid and of the [**REDACTED**] deadline. Each persists today. As Substantial's shareholders conclude, as fiduciaries they [**REDACTED**]."[162] [**REDACTED**] — uncertainties that went to the core deliverability of CityFibre's proposal and were not merely matters of timing or process.

[149] Interim Report, para 5.91.

[150] Interim Report, para 5.82.

[151] Shareholders' Statement, 23 October 2026, page 3.

[152] Annex SBS-00000968 of Substantial's Consolidated Index of Annexes.

[153] See generally [**REDACTED**], page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[154] Interim Report, para 5.82.

[155] Shareholders' Statement, 23 October 2026, page 3.

[156] Interim Report, para 5.74.

[157] Shareholders' Statement, 23 October 2026, page 2.

[158] Interim Report, paras 5.63(b) and 5.128.

[159] Interim Report, para 5.126.

[160] Shareholders' Statement, 23 October 2026, page 2.

[161] As discussed in Section 3.6.2 above.

[162] Shareholders' Statement, 23 October 2026, page 3.

4 The CMA cannot cure CityFibre's funding gap with post-SPA developments prompted by the Transaction, and those developments have not cured it in any event

(85) This section engages a distinct public-law error: founding the counterfactual on developments that are a consequence of the Transaction takes into account a legally irrelevant consideration. CMA129 states that only events that would have happened in the absence of the merger under review — and are not a consequence of it — can be incorporated into the counterfactual.[163] The CMA accepts that evidence post-dating the February 2026 signing "must [be] interpret[ed] … with caution insofar as it may have been influenced by the Transaction itself", though there is no evidence of this important evaluation in practice in the Interim Report.[164] It also accepts that these events "took place after the SPA for the Transaction had been signed" and must be "carefully considered".[165]

(86) The principle runs through the CMA's decisional practice. In its final report for *FNZ/GBST*, the CMA held that "for the purposes of establishing the counterfactual, it is not appropriate to consider events that occurred as a result of the Merger",[166] and that "[c]ontemporaneous evidence at the time of the acquisition is the most relevant to our assessment of the counterfactual".[167] In its final report for *Meta/Giphy*, the CMA held that the counterfactual "should not include events that would have happened as a consequence of the merger".[168]

4.1 The CMA's case depends on post-SPA events

(87) Notwithstanding that caution, the CMA attempts to bridge CityFibre's funding gap — which existed in February 2026 — almost entirely by reference to events after the signing of the SPA on 18 February 2026:

(a) [**REDACTED**];[169]

(b) the publicised but uncommitted £900 million of equity capital available to support future M&A plans;[170] and

(c) [**REDACTED**].[171]

(88) The CMA itself states that the developments since February 2026 "show … that there would likely have been other sources of funding available to CityFibre absent the Transaction".[172] Its overall conclusion relies on equity that "has since the Transaction was agreed increased to £[**REDACTED**]".[173] The CMA's funding finding cannot be sustained without those post-SPA events, and the funding gaps that existed in February 2026 remain open today in any

[163] CMA129, para 3.4, cited at Interim Report, footnote 117. See also Completed acquisition by FNZ of GBST ("***FNZ/GBST***"), Final Report on the case remitted to the CMA by the Competition Appeal Tribunal on 21 January 2021 ("**Final Report on Remittal**"), 4 June 2021, para 5.31.

[164] Interim Report, para 5.122.

[165] Interim Report, para 5.88.

[166] *FNZ/GBST*, Final Report on Remittal, 4 June 2021, para 5.31.

[167] *FNZ/GBST*, Final Report on Remittal, 4 June 2021, footnote 69.

[168] *Meta/Giphy*, Final Report on Remittal, 18 October 2022, para 6.61(b).

[169] Interim Report, para 5.124.

[170] See CityFibre Trading Update, 6 October 2026.

[171] Interim Report, paras 5.131–5.132.

[172] Interim Report, para 5.133.

[173] Interim Report, para 5.141(e).

event, as CityFibre's October 2026 request that its lenders write down part of its debt and fund its acquisitions confirms.

(89) None of these developments are sufficient to fill the funding gaps described in Section 3 above. With respect to the [**REDACTED**], the CMA notes that it had "reiterated support for CityFibre", including for M&A activity, [**REDACTED**], but provides no indication of funds already committed or likely to be committed to fund a transaction.[174] Similarly, [**REDACTED**] cannot be deemed to credibly fill the funding gaps identified in Section 3.

4.2 **Those developments are a consequence of the Transaction**

(90) The principal post-SPA development is a direct consequence of the Transaction and must be excluded from the CMA's assessment of the counterfactual: following "CityFibre's failure to reach a deal with Substantial", [**REDACTED**] told the CMA that it became willing to increase its contribution to £[**REDACTED**] million, and that this [**REDACTED**].[175] It was the loss of Substantial *to the Transaction* that prompted the increased offer. A funding response to the Transaction cannot be carried back into a scenario in which the Transaction did not occur.

(91) The CMA has previously applied this principle to this kind of third-party reaction. In *Meta/Giphy*, the CMA excluded Snap's acquisition of Gfycat from the counterfactual[176] and characterised Snap's decision to acquire Gfycat as "a merger effect, ie a reaction to Snap's concerns about foreclosure following the Merger".[177] In *T&L Sugars/Tereos*, the CMA did not consider that "any weight should be placed" on a board resolution passed after the purchase agreement had been signed and "at least in part in response to the CMA's review".[178] [**REDACTED**] increased commitment is, on its own account, a reaction by a CityFibre shareholder to the loss of Substantial to the nexfibre Consortium and therefore a direct result of the Transaction. It is a merger effect in the same sense, and should be given no weight in the counterfactual, not merely read "with caution".

(92) The CMA's own treatment of the same funding elsewhere in the Interim Report confirms that causal link:

(a) In its counterfactual assessment, the CMA relies on developments after February 2026 to find that CityFibre could have funded the acquisition of Substantial. The CMA states that those developments show there would have likely been other sources of funding available to CityFibre absent the Transaction.[179] Its overall conclusion relies on shareholder equity that has, since the Transaction was agreed, "increased to [**REDACTED**]".[180]

(b) In its competitive assessment of the Transaction, the CMA uses the same funding to argue that CityFibre can still pursue other altnet acquisitions after the Transaction. It finds that, since February 2026, CityFibre "has obtained significant additional funding from its shareholders" and could deploy it to [**REDACTED**].[181] The CMA

[174] Interim Report, paras 5.124–5.125.

[175] Interim Report, para 5.63(b) (emphasis added).

[176] *Meta/Giphy*, Final Report on Remittal, 18 October 2022, para 6.61(b)(i).

[177] *Meta/Giphy*, Final Report on Remittal, 18 October 2022, para 11.181(a)(i).

[178] *T&L Sugars/Tereos*, Final Report, 3 September 2024, para 4.31 and footnote 76 (emphasis added).

[179] Interim Report, para 5.133.

[180] Interim Report, para 5.141(e).

[181] Interim Report, para 6.171.

> also accepts that, as a result of the Transaction, CityFibre may have more immediate funding to pursue alternative consolidation options compared to the counterfactual.[182]

(93) While the counterfactual and the post-Transaction world are alternative states, the same capital may in principle be deployed differently in each. However, the point is causal. [**REDACTED**] own evidence explains why. [**REDACTED**] has stated, "[f]ollowing CityFibre's failure to reach a deal with Substantial", that the increase to its contribution to £[**REDACTED**] million "[**REDACTED**]".[183] On both accounts, the post-SPA funding from, at the very least, [**REDACTED**] exists "at least in part"[184] because Substantial was lost to the Transaction. It is a merger effect and cannot be relied on to establish what would have happened had the Transaction not occurred.

(94) CMA129 directs that this funding "will not form part of the counterfactual assessment but will be examined as part of the competitive assessment".[185] Having treated the funding as a product of the Transaction for that purpose, the CMA cannot also carry it back into the counterfactual. To do so would be to found the counterfactual on a legally irrelevant consideration — a merger effect — and to reason inconsistently about the very same evidence; either error is, on ordinary principles of review, sufficient to render the funding finding unsustainable.

(95) CityFibre has also told the CMA that it "[**REDACTED**]" and "[**REDACTED**]" it has considered.[186] [**REDACTED**]. [**REDACTED**] potential acquisitions of Substantial, Community Fibre and Hyperoptic which are "not mutually exclusive", while simultaneously asking those lenders for new money to fund them.[187] CityFibre's accounts of its [**REDACTED**] cannot both be right, and neither shows that it can fund Substantial.

4.3 Even now, the post-SPA funding is not committed

(96) More fundamentally, and even taken on their own terms, the post-SPA developments do not establish committed funding that could fill the gaps identified in Section 3. Paragraph 5.126 of the Interim Report expressly states that the [**REDACTED**]. The contribution is now also reported to be conditional on CityFibre's lenders agreeing to a restructuring under which they would write down part of their loan.

(97) [**REDACTED**]. Paragraphs 5.136 and 6.171, which [**REDACTED**]", are therefore inconsistent with paragraph 5.126 which clarifies that [**REDACTED**].[188]

(98) The [**REDACTED**] is likewise prospective, with uncertainty on whether and when it will ultimately occur. More fundamentally, it is not an enabling event (see Section 4.6 below). CityFibre [**REDACTED**].[189] The Interim Report identifies no agreed [**REDACTED**].[190] CityFibre's October 2026 proposal shows what that 'recapitalisation' entails: a write-down of part of an approximately £2 billion bank loan in exchange for equity, payment of interest

[182] Interim Report, para 6.163.

[183] Interim Report, para 5.63(b) (emphasis added).

[184] *T&L Sugars/Tereos*, Final Report, 3 September 2024, para 4.31 (emphasis added).

[185] CMA129, footnote 52.

[186] Interim Report, para 5.127.

[187] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[188] Interim Report, paras 5.126 and 5.136 and para 6.171.

[189] Interim Report, para 5.131.

[190] Interim Report, para 5.132.

in additional debt rather than cash, and a request for new money from the same lenders.[191] It remains a proposal. A restructuring that has not occurred, and that depends on lenders accepting losses, cannot be the basis for a finding that an acquisition would most likely have been funded.

(99) The CMA's practice in *Spreadex* confirms the limits on this category of evidence. The CMA declined to rely on an alternative bidder's submission "provided over two years after" its bid and in a different context, because "[i]n order for this evidence to be relevant to our counterfactual assessment, it would need to relate to [the bidder's] commitment to purchasing the transaction perimeter included in the 2023 B2C Sale Process at the time of that sale process".[192] The same discipline applies here. The [**REDACTED**], the [**REDACTED**] and the [**REDACTED**] were generated between May and September 2026 by an opponent of the Transaction and its shareholders, and relate to [**REDACTED**] generally rather than to CityFibre's ability to fund the transaction perimeter offered in February 2026.

(100) Nor can a counterfactual rest on a contribution of new capital that the evidence does not establish. In *Meta v CMA* [2022] CAT 26, the Tribunal upheld the CMA's counterfactual because it was "quite a limited one" and did not assume that the target "would have received a massive infusion of cash through investment", a finding which "would not have been open to it, on the facts stated in the Decision".[193] Such a finding is not tenable on the evidence in this case.

4.4 More time would not have changed the outcome

(101) The gaps the CMA identified in February 2026 remain open today. The CMA's central explanation for CityFibre's failure is that Substantial's deadline was a function of the competitive process with nexfibre, so that with more time CityFibre could have raised the funds.[194] The contemporaneous record does not bear this out:

(a) CityFibre had [**REDACTED**] to raise the funds to complete the transaction.

(b) CityFibre approached third-party investors from September 2025.[195] New investors were always intended to provide most of the money. On [**REDACTED**] told Substantial's advisers that, [**REDACTED**].[196] The capital never materialised — not in the [**REDACTED**] before signing, and not since.

(c) On [**REDACTED**], CityFibre expressly proposed moving to a "[**REDACTED**]" and stated that it "[**REDACTED**]".[197] Its own transaction timetable similarly provided for the period from "[**REDACTED**]" to be a "[**REDACTED**]".[198]

(d) On [**REDACTED**] — by which point, on [**REDACTED**] — CityFibre instead expressly requested a [**REDACTED**].[199] Yet by [**REDACTED**], [**REDACTED**],

[191] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[192] *Spreadex*, Final Report on Remittal, 19 September 2025, para 5.197.

[193] *Meta v CMA* [2022] CAT 26, para 82.

[194] See, e.g., Interim Report, para 5.136.

[195] Interim Report, para 5.99.

[196] Annex SBS-00000970 of Substantial's Consolidated Index of Annexes.

[197] Annex SBS-00000772 of Substantial's Consolidated Index of Annexes, page 2.

[198] Annex SBS-00000772 of Substantial's Consolidated Index of Annexes, page 3.

[199] Annex SBS-00000789 of Substantial's Consolidated Index of Annexes, pages 5–6.

it was still only [**REDACTED**], falling well short of delivering committed funding.[200] By contrast, the nexfibre Consortium was able to [**REDACTED**].

(e) On 4 February 2026, [**REDACTED**].[201] Ten days from 4 February was 14 February 2026, inside the [**REDACTED**] deadline. [**REDACTED**]. CityFibre and its shareholders did not run out of time; they ran out of credibility — again demonstrating a familiar pattern of ambitious funding claims followed by non-delivery.

(f) [**REDACTED**] account is to the same effect: [**REDACTED**]; and at the time of signing, Substantial lacked comfort regarding a sale to CityFibre [**REDACTED**].[202]

(102) Over eight months have elapsed since the SPA. The equity remains [**REDACTED**],[203] and the [**REDACTED**],[204] with CityFibre now asking its lenders to accept a write-down and interest paid in kind. Given the failure of CityFibre to secure committed funding over a [**REDACTED**] period, the CMA has taken an unwarranted leap of faith to provisionally find that it could have done so with more time. As submitted in Section 6, CityFibre's own track record over this [**REDACTED**] period bears on the weight to be given to its post-SPA evidence.

(103) Separately, and as a secondary consideration on which Substantial's case does not depend, the reliability of [**REDACTED**] purported willingness to increase its equity contribution to £[**REDACTED**] million — which is [**REDACTED**] and uncertain in any event — may be further affected by wider factors following [**REDACTED**].[205] [**REDACTED**].

(104) The constraint, therefore, was never time. It was, and continues to be, CityFibre's lack of capacity to fund and close the transaction: a business that required a court-sanctioned rescue in 2025, carries going-concern warnings in consecutive audited accounts and is now negotiating losses with its own lenders. More time, in this case, does not cure [**REDACTED**]. Nor does it narrow the gap: [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[206]

(105) This distinguishes the precedents on which the CMA's "more time" reasoning draws. In *Cellnex/CK Hutchison*, the CMA attributed the absence of a credible rival offer at signing to Cellnex's offer and exclusivity, but the rival's capability was not in doubt: it had "all the necessary capabilities to execute a transaction of this nature".[207] In *Meta/Giphy*, a broad no-shop provision made it "unsurprising" that no further bids were submitted.[208] In each case, the transaction explained the absence of a bid, but it did not supply missing capability. CityFibre's capability is the very crux in this case, and the constraints on it — leverage, a going-concern qualification from its independent auditors, the challenges in the market, [**REDACTED**] third-party equity, a [**REDACTED**] shareholder, unsecured lender consent and a balance sheet that CityFibre is now asking its lenders to restructure — existed

[200] Annex SBS-00000737 of Substantial's Consolidated Index of Annexes, pages 1–2.

[201] Annex SBS-00000967 of Substantial's Consolidated Index of Annexes.

[202] [**REDACTED**], page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[203] Interim Report, para 5.130.

[204] Interim Report, para 5.131.

[205] [**REDACTED**].

[206] See Section 5.3 below.

[207] *Cellnex/CK Hutchison*, Final Report, 3 March 2022, paras 5.147 and 5.151.

[208] *Meta/GIPHY*, Final Report, 30 November 2021, para 6.133.

independently of Substantial's deadline. In fact, CityFibre's own lender presentation records that its debt pile has hindered earlier acquisitions.[209]

(106) To build the "most likely" scenario on uncommitted funding that emerged after signing, and was prompted by the Transaction, is speculation rather than analysis. As a matter of principle, that course is not open to the CMA.[210]

(107) Substantial's shareholders confirm that [**REDACTED**]. They have "seen no evidence that CityFibre's shareholders are able or willing [**REDACTED**] "received no evidence to date that CityFibre would [**REDACTED**]".[211] So far as the Interim Report discloses, the CMA has not obtained evidence directly from Substantial's lenders as to whether they would roll over their debt. The Interim Report's provisional view that the majority of Substantial's debt would have been rolled over in a CityFibre transaction is, in fact, incorrect.[212] [**REDACTED**]. CityFibre has meanwhile announced a further restructuring in October 2026 (see Section 4.6 below). The developments on which the CMA relies therefore leave every one of the sellers' conditions for a CityFibre transaction unmet.

(108) The CMA has built its funding finding on statements made by CityFibre, its shareholders and their financial advisers — each a self-interested party — in calls and submissions in August and September 2026. The CMA should, as Substantial's shareholders ask, use its powers under section 109 of the Enterprise Act 2002 to obtain [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[213] It should likewise give full weight to the confirmations of Substantial's lenders and hear from them directly.

4.5 The subsequent developments therefore do not complete the financing stack

(109) The subsequent developments do not identify a coherent financing package that CityFibre would probably have secured. They attempt to alter only two elements of the February position: the shareholder equity indication increased from [**REDACTED**], and the proposed [**REDACTED**] might remove the separate [**REDACTED**]. Neither development was committed or complete. The remaining components of the stack were not improved.

(110) As regards [**REDACTED**], the evidence supports the following amounts:

(a) **Existing shareholder equity.** The later [**REDACTED**] indication remained uncommitted and contingent on a specific transaction. It was also only [**REDACTED**] above the February indication: [**REDACTED**] proposed contribution [**REDACTED**]. The only material increase therefore came from [**REDACTED**], following CityFibre's failure to acquire Substantial [**REDACTED**].[214] The subsequent evidence provides no sound basis for replacing the contemporaneous £[**REDACTED**] million indication with £[**REDACTED**] million in the counterfactual.

(b) **ISP-sale proceeds.** [**REDACTED**].

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[209] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[210] CMA129, para 3.4 and footnote 53; *FNZ/GBST*, Final Report on Remittal, 4 June 2021, para 5.31; *Meta/Giphy*, Final Report on Remittal, 18 October 2022, paras 6.61 and 11.181(a)(i); *T&L Sugars/Tereos*, Final Report, 3 September 2024, para 4.31 and footnote 76; and *Spreadex*, Final Report on Remittal, 19 September 2025, para 5.197.

[211] Shareholders' Statement, 23 October 2026, page 4.

[212] Interim Report, para 5.121.

[213] Shareholders' Statement, 23 October 2026, page 5.

[214] Interim Report, paras 5.63(b), 5.90, 5.126 and 5.128.

(c) [**REDACTED**]. [**REDACTED**].

(d) **Third-party equity**. [**REDACTED**] third-party equity was obtained. [**REDACTED**].[215]

(111) On that evidence, the amounts supported do not materially increase the funding available to CityFibre beyond existing shareholder equity — at most £[**REDACTED**] million of existing shareholder equity was available, with approximately £[**REDACTED**] million of prospective ISP-sale proceeds and £[**REDACTED**] of potential seller financing. These total [**REDACTED**]. Unless and until the [**REDACTED**] removed the separate £[**REDACTED**] million [**REDACTED**], the relevant requirement remained [**REDACTED**], leaving a shortfall of [**REDACTED**]. This is the same shortfall identified from the contemporaneous evidence in Section 3 above.

(112) That calculation is deliberately generous to CityFibre. It gives full face-value credit to the uncommitted £[**REDACTED**] million shareholder indication, the non-binding ISP-sale proceeds and a [**REDACTED**] that had not been agreed. The amount of funding that would probably have been available cannot sensibly be risk-adjusted on the evidence available, but it would necessarily be lower if any of those components did not materialise in full.

(113) The debt component created a further and separate requirement. The subsequent evidence [**REDACTED**]. On the contemporaneous evidence, the CMA stated that approximately £[**REDACTED**] million was unlikely to roll. [**REDACTED**].

(114) The CMA's conclusion therefore depends on taking the highest possible amount for each funding source while assuming that each separate condition is satisfied: the £[**REDACTED**] million is approved, the [**REDACTED**] is completed, the ISP sale proceeds are realised, the [**REDACTED**] is agreed, most Substantial debt rolls and [**REDACTED**]. To the extent that those sources remain insufficient, the CMA relies on the possibility that Substantial would have accepted a lower purchase price — a possibility that becomes less, not more, plausible with time, as [**REDACTED**] — as addressed in Section 5.3 below. However, the CMA identifies neither the financing package that would probably have been assembled nor the lower price that Substantial would probably have accepted. Indeed, it acknowledges that it cannot determine how much CityFibre would have raised, but nevertheless concludes that CityFibre would probably have obtained the necessary funding.[216] At most, the evidence supports the possibility of a future financing solution, not a finding that a funded acquisition of Substantial was the most likely counterfactual.

4.6 **CityFibre's balance sheet and precarious financial position indicate it is** [**REDACTED**] **— and a business in that position cannot be the most likely acquirer in a transaction of this magnitude**

4.6.1 *Independent auditors have flagged CityFibre's going-concern risk for a second straight year*

(115) CityFibre's failure to secure funding [**REDACTED**]. CityFibre's own audited financial statements and reports carry a formal disclosure of material uncertainty related to its ability to continue as a going concern:

(a) **2024 accounts.** CityFibre's financial statements for the year ended 31 December 2024 stated that a material uncertainty existed which may cast significant doubt on

[215] Interim Report, paras 5.129–5.130.

[216] Interim Report, paras 5.137 and 5.139.

its ability to continue as a going concern.[217] The statements note that its ultimate parent was reliant on further external funding that was not guaranteed.

(b) **2025 strategic report**. The strategic report for 2025 also identifies liquidity as a principal risk and uncertainty for the company.[218]

(c) **2025 accounts**. CityFibre's financial statements for the year ended 31 December 2025, published on 7 October 2026, reiterate [**REDACTED**]. Auditors have once again stated that a "material uncertainty" exists that casts significant doubt on the company's ability to continue as a going concern, due to limited headroom under the terms of its debt as at June 2027.[219] The auditors have confirmed that CityFibre will have limited flexibility to avoid breaching the terms of its financial covenants, and that any such breach would require lender waivers or amendments "which [are] not guaranteed".[220] The same accounts show that CityFibre's finance costs rose to almost £400 million in 2025 — more than double its revenues of £170 million — and that its pre-tax loss widened to £545 million, from £360 million the previous year.[221]

(116) Those losses translate directly into cash. In 2025, CityFibre raised c. £980 million of external funding and consumed c. £926 million of it within the year: £327 million on interest and refinancing fees, £550 million on net investment spending (mainly network build) and £48 million of operating cash outflow.[222] Even with its reduced build programme, [**REDACTED**]. [**REDACTED**]. A business that needs c. £900 million a year to keep running cannot also find c. £2 billion for an acquisition. Yet this is the balance sheet into which the CMA assumes the majority of Substantial's lenders would have rolled c. £[**REDACTED**] million of debt.

4.6.2 *CityFibre's 2025 refinancing was a lifeline, not a vote of confidence*

(117) CityFibre's most recent refinancing in 2025 was approved by scheme of arrangement, a formal court-supervised restructuring mechanism. The court documents show that the restructuring, which came within weeks of insolvency, [**REDACTED**]:[223]

(a) By the end of June 2024, all of CityFibre's term facilities were fully drawn and its undrawn UKIB commitments were subject to a drawstop.[224] Without the recapitalisation, CityFibre would have run out of cash by late September 2025,[225] and the realistic alternatives were a distressed sale of the business or insolvency.[226]

(b) From late 2023, CityFibre had been unable to raise any incremental debt from existing or prospective lenders, its existing lenders were already exposed to other altnets, and those lenders insisted that any further debt come with further equity.

[217] CityFibre Infrastructure Holdings Limited, 2024 Accounts, 7 October 2025, page 31.

[218] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026, page 9.

[219] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026, pages 34 and 42–43.

[220] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026, page 34.

[221] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026; *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

[222] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026.

[223] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes.

[224] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 14 and 27.

[225] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 28 and 79.6.

[226] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 4 and 40–41.

Court documents explain that there was "limited appetite amongst potential new equity funders to invest".[227]

(c) The £960 million of new debt raised in 2025 therefore does not [**REDACTED**]. It ranks super-senior, ahead of the existing debt, and was provided by existing lenders in return for elevating their existing exposure up the capital structure: lenders protecting a position they already held. It was applied to capital expenditure and finance costs, and funded the business only to early-to-mid 2027.[228]

(d) The 2025 terms [**REDACTED**]. They permit only £160 million of acquired debt to rank within the capital structure ([**REDACTED**]),[229] make the c. £800 million accordion available for drawdown only following further equity contributions or completed acquisitions, and leave the £300 million facility intended to fund M&A uncommitted ([**REDACTED**]).[230] [**REDACTED**],[231] and the CMA itself found that CityFibre's discussions with prospective new shareholders remained "at a relatively early stage".[232]

(e) The independent valuation evidence before the Court valued the CityFibre group at only £2.6–3.3 billion on a distressed sale basis, below its c. £3.8 billion of bank debt.[233] [**REDACTED**].

(118) The CMA's conclusion that the 2025 raise "indicates both shareholder and lender appetite to finance M&A opportunities" inverts the evidence.[234] Substantial understands that the 2025 restructuring was [**REDACTED**] the going-concern warning in its 2024 accounts.[235] [**REDACTED**], and the same warning is repeated in its 2025 accounts. A court-sanctioned rescue that was needed to avoid insolvency, that ring-fenced the balance sheet against acquisitions, and that is already being renegotiated with the same lenders is evidence of constraint, not capacity. [**REDACTED**]. That evidence will confirm each of these points.

(119) [**REDACTED**]. In [**REDACTED**],[236] CityFibre presented itself to Substantial as "[**REDACTED**]".[237] In July 2025, it announced that the new financing would "supercharge CityFibre's next phase of growth".[238] In August 2025, it told Substantial's shareholders that it had "[**REDACTED**] £[**REDACTED**]m [**REDACTED**], "£[**REDACTED**] [**REDACTED**] "£[**REDACTED**]m [**REDACTED**]".[239] The scheme documents tell a different story. The new money was needed to fund operations "through early to mid-2027".[240] The £960 million super-senior facility was for capital expenditure, transaction costs

[227] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 26 and 26.5.

[228] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 46–63.

[229] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, para 64.3.

[230] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 56.3 and 69.4.

[231] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 46.

[232] Interim Report, para 5.102.

[233] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 12–13 and 42.

[234] Interim Report, para 5.84.

[235] See Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 30, 44 and 49.

[236] See Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, para 27.

[237] Annex SBS-00000975 of Substantial's Consolidated Index of Annexes, page 2.

[238] CityFibre, 'CityFibre Agrees £2.3BN in New Financing Round, in Major Investment in UK Digital Infrastructure', Press Release, 14 July 2025..

[239] Annexes SBS-00000735 and SBS-00000973 of Substantial's Consolidated Index of Annexes.

[240] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, para 46.

and finance charges.[241] The facilities [**REDACTED**] mature on 24 June 2029, and extend to 2031 only if CityFibre shows it is fully funded to 2031, as validated by a lender-nominated adviser.[242] [**REDACTED**]: its c. £3.8 billion of bank debt remains due in June 2029.[243] The accordion is to be procured from third parties and drawable only after further equity contributions or completed acquisitions.[244] None of it has funded an acquisition. Every element presented to Substantial as M&A 'firepower' was uncommitted, conditional or needed simply to keep the business running.

(120) The 2025 restructuring ultimately increased CityFibre's debt load. CityFibre now carries more debt than any other altnet, estimated at approximately £3.8 billion and due in June 2029,[245] and has to contend with rising interest costs on its debt.[246] Substantial's contemporaneous analysis from May 2025 identified [**REDACTED**] £[**REDACTED**] billion [**REDACTED**].[247] A shareholder memorandum also recorded "[**REDACTED**] £[**REDACTED**]k [**REDACTED**]".[248] It has been reported that CityFibre's significant debt pile has hindered earlier acquisitions[249] — and Substantial considers that it will continue to hinder its M&A strategy.

4.6.3 *CityFibre's restructuring confirms it lacks the present financial capacity to fund an acquisition*

(121) Since the Interim Report, [**REDACTED**]. CityFibre's own trading update on 6 October 2026, published four days after the Interim Report, states that the company "is in discussions with lenders to establish a strong, long-term capital structure for the business", with Simon Holden, CEO of CityFibre, recognising that its "capital structure needs to evolve".[250] That is an acknowledgement that any acquisition drive comes after, and depends upon, a restructuring that has yet to be agreed. It also confirms that the £900 million shareholder equity indication remains "proposed".

(122) What was initially reported as a limited recapitalisation of CityFibre's debt[251] is now reported by *Bloomberg* as a major and uncertain restructuring as CityFibre "seeks to stay afloat":[252]

(a) On 15 October 2026, *Bloomberg* reported, on the basis of a presentation by CityFibre to its creditors which *Bloomberg* had viewed, that CityFibre has asked its lenders to: (i) accept a partial write-down of an approximately £2 billion loan in exchange for an equity stake; (ii) allow CityFibre to pay interest on the remaining portion of that loan with additional debt rather than cash; and (iii) provide new

[241] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 47.1, 51 and 52.

[242] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 15, 53, 56.4, 66 and 67.

[243] See Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 12 and 15.

[244] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, , paras 46, 52–53, 56.4, 64.2, 66–67 and 69.4; *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[245] CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026, page 63. See also Deal Room, 'CityFibre Set to Raise £900m to Buy Struggling Broadband Rivals', July 2026; *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026

[246] See ISPreview, 'Assembly Research Examines UK Full Fibre Market and nexfibre's Netomnia Deal', 3 June 2026; *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

[247] Annex SBS-00000160 of Substantial's Consolidated Index of Annexes, page 3.

[248] Interim Report, para 5.81.

[249] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[250] CityFibre Trading Update, 6 October 2026.

[251] James Warrington, *The Telegraph*, 'Debt-Laden CityFibre Raises £900m to Sweep Up Rivals', 30 July 2026.

[252] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

money for acquisitions.[253] Days earlier, *The Telegraph* reported that CityFibre's lenders, which include NatWest, Lloyds and Société Générale, were bracing for losses of up to £2 billion on debts of close to £4 billion.[254] Exact figures have not been finalised, and some lenders are expected to take larger write-downs than others. These are not the actions of a purchaser capable of funding a c. £2 billion acquisition. [**REDACTED**]. [**REDACTED**], and the same restructuring would bear directly on the willingness of Substantial's lenders to roll c. £[**REDACTED**] million of debt into the CityFibre group.

(b) The £900 million shareholder contribution is therefore not surplus capital available for acquisitions. It is reported as the price of those lender concessions: *Enders Analysis* states that CityFibre's shareholders will be "asking for some pain on the debt side of the equation in return for the £900m of equity injection"; and *Bloomberg* reports that CityFibre is seeking the banks' concessions on the back of that £900 million pledge, so that those concessions are a condition of the very equity on which CityFibre relies.[255] CityFibre publicly describes the £900 million as an "equity commitment",[256] but that label cannot convert into committed funds an indication that its own trading update describes as "proposed", is contingent on uncertain and lengthy negotiations with lenders, and the Interim Report accepts "[**REDACTED**]".[257]

(c) A business that is seeking to defer cash interest on its own debt cannot credibly absorb the £[**REDACTED**] million of Substantial senior and junior debt that its Final Offer assumed would roll into the group, still less raise new acquisition debt on top. CityFibre is reported to be under pressure to reach agreement with its lenders or face creditors "taking the keys" as soon as next year.[258] CityFibre's own presentation to lenders [**REDACTED**]. According to *Bloomberg*, the presentation records that CityFibre's debt pile has hindered earlier acquisitions.[259] [**REDACTED**]. It corroborates the contemporaneous assessment by Substantial's shareholders that [**REDACTED**], and it cannot be reconciled with CityFibre's submission to the CMA that it was "on track to obtain the necessary funding".[260]

(d) CityFibre's own trading update claims that the proposed new equity "provides the firepower needed to accelerate industry consolidation".[261] That 'firepower' therefore does not yet exist and depends on an unagreed and complex restructuring. In the same accounts that carry the going-concern warning, CityFibre's management stated that potential takeover activity would help to shore up its balance sheet. An acquisition pursued [**REDACTED**] is not one whose financing Substantial's shareholders or lenders could accept, [**REDACTED**]. Renewed

[253] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026. See also *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

[254] See *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

[255] See *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026; *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[256] CityFibre Trading Update, 6 October 2026.

[257] Interim Report, para 5.126.

[258] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026 (emphasis added).

[259] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[260] Interim Report, para 5.52.

[261] CityFibre Trading Update, 6 October 2026.

interest is evidence of motivation, not of capability, which is the question the CMA must answer.

(123) Set against the 2025 restructuring, the direction of travel is clear. In 2025, CityFibre's lenders were asked to lend £960 million of new super-senior money in return for elevating their existing exposure, and its shareholders injected over £500 million of preference equity. Thirteen months later, its lenders are being asked to write down part of an approximately £2 billion loan in exchange for equity, to accept interest paid in more debt and to see part of the remaining loan moved to the holding company. The shareholders' £900 million, meanwhile, is only "proposed" and conditional on those concessions. The 2025 rescue bought CityFibre 13 months. The same promise of consolidation 'firepower' is now attached to a bigger hole. That is characteristic of persistent deterioration, not recovery.

4.6.4 *CityFibre's precarious and deteriorating financial condition leaves no proper basis for a counterfactual acquisition of Substantial*

(124) The CMA's provisional finding does not meet the point that [**REDACTED**]. It reasons that, because shareholders supported CityFibre notwithstanding the 2024 going-concern statement, it "therefore consider[s] this support would extend to [**REDACTED**]".[262] General support from shareholders for a going concern is distinct from new money for a £2 billion acquisition. The current restructuring illustrates the point. The support CityFibre's shareholders now offer is conditional on CityFibre's lenders accepting substantial losses. It is not an unconditional backstop of CityFibre's existing obligations. The CMA itself also accepts that, [**REDACTED**]".[263] [**REDACTED**], which advised on the sale, considers that the [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[264] At a minimum, before placing any weight on CityFibre's funding statements, Substantial urges the CMA to use its powers under section 109 of the Enterprise Act 2002 to obtain [**REDACTED**] £[**REDACTED**] million [**REDACTED**].

(125) Not only is CityFibre's acquisition history consistent with its financial position, but the gulf between its consolidation rhetoric and its delivery is stark:

(a) Of 19 UK altnet transactions between 2020 and 2025, CityFibre was a party to only three, each sub-scale bolt-ons to fill gaps in its footprint: Connexin (2025), Lit Fibre (2024) and FibreNation (2020).[265] Connexin and Lit Fibre were paid for in shares, not cash. CityFibre described Lit Fibre as "the first of several deals" it expected to close within two years.[266] Only one further altnet deal (Connexin) has followed.

[262] Interim Report, para 5.85.

[263] Interim Report, para 6.173.

[264] [**REDACTED**] Letter, pages 2–3: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[265] CityFibre, 'CityFibre Completes Its Acquisition of Lit Fibre', Press Release, 14 May 2024; Connexin, 'CityFibre Acquires Connexin's Full Fibre Infrastructure in Strategic Agreement', Press Release, 24 March 2025; CityFibre, 'CityFibre Completes its Acquisition of FibreNation Increasing its Rollout Plans to Pass Up to 8 Million Premises', Press Release, 27 March 2020. See generally Mark Jackson, 'Consolidation Tracker for Alternative UK Gigabit Broadband Networks UPDATE Aug 2026', *ISPreview*, 29 December 2025 (updated August 2026).

[266] CityFibre, 'CityFibre Completes its Acquisition of Lit Fibre', Press Release, 14 May 2024.

(b) In March 2025, up to 850,000 altnet homes were reported to be under M&A exclusivity with CityFibre,[267] but the Connexin transaction added only c. 80,000 premises.[268]

(c) In August 2025, CityFibre told the Court that a funding runway of around two years "would suffice to attract new investors … to facilitate acquisitions of other altnets", and that it would be "in a much better position in mid to late 2026 to attract new capital".[269] In October 2026, it is instead asking its lenders to write down their debt.

(d) In September 2025, CityFibre's then CEO reportedly said that four deals were "ready to go" once the refinancing completed.[270] None has been delivered.

(e) CityFibre's reported discussions with G.Network and Gigaclear in 2025–26 ended with those businesses passing to their lenders or administrators instead. In 2026, four distressed altnets — Gigaclear, Toob, G.Network and Airband — changed hands or entered administration. CityFibre acquired none of them. If CityFibre could not buy small or distressed altnets, it could not fund a c. £2 billion acquisition of Substantial.

(126) CityFibre has never acquired a scaled altnet. No merger between two already scaled, independent altnets has yet taken place in the UK. Although CityFibre has completed small bolt-on transactions, its long-held plans for wider market M&A consolidation have been progressing at a much slower rate than anticipated. It has not shown that it has the ability to execute its long-standing M&A growth plans, let alone acquire a scaled altnet like Substantial. CityFibre's own presentation to lenders, which acknowledges that its debt pile has hindered earlier acquisitions, concedes the point.[271]

(127) Financial pressures have also prompted CityFibre to slow its network build-out, and have led to two rounds of redundancies.[272] It shed around 120 employees in 2025 and has put a further 650 roles at risk of redundancy since the start of 2026.[273]

(128) CityFibre's record is [**REDACTED**]: going-concern warnings in consecutive audited accounts, a court-sanctioned scheme of arrangement in 2025, finance costs running at more than double revenue, and now a second restructuring in 13 months in which its own lenders face losses of up to £2 billion on debts of close to £4 billion, and in which the only new equity on offer is conditional on those losses being accepted. Its trajectory is not new. In 2026 alone, four UK altnets facing the same combination of high leverage, slow take-up and closed capital markets ended with their lenders or in administration:

(a) **Gigaclear (c. £1 billion of drawn debt).** After repeated rounds of lender support, an April 2026 recapitalisation handed control to 11 lenders, with lenders reported to

[267] Mark Jackson, 'CityFibre Target 850k UK Homes Covered by Full Fibre Altnets for Consolidation', *ISPreview*, 11 March 2025.

[268] Connexin, 'CityFibre acquires Connexin's full fibre infrastructure in strategic agreement', Press Release, 24 March 2025.

[269] Annex SBS-00000974 of Substantial's Consolidated Index of Annexes, paras 69.1 and 69.4.

[270] Fibre Provider, 'Mesch to step down following CityFibre refinancing', 2 September 2025.

[271] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

[272] See, e.g., James Warrington, *The Telegraph*, 'CityFibre to Cut Hundreds of Jobs as Debt Pressures Mount', 28 January 2026.

[273] *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

be taking a haircut of up to 40% on their loans. The equity of the former shareholders, Infracapital, Equitix and Railpen, was wiped out.[274]

(b) **Toob.** After its shareholder, INPP, declined to commit further capital to Toob, citing structural headwinds facing UK altnets, its existing senior lender, Ares Management, took control. The existing shareholders handed their equity to Ares, which injected new capital. INPP gave up its £24.1 million stake for a de minimis sum.[275]

(c) **G.Network (estimated net debt above £300 million).** After a rescue deal collapsed over what G.Network described as its "unsustainable" capital structure, G.Network's secured debt and equity were sold to the distressed-debt fund FitzWalter, in a sale reportedly triggered by its lenders, and it entered administration in January 2026. The shareholders, USS and Cube, were wiped out. Lenders including NatWest, Investec and Santander were expected to take drawdowns, and 106 of 230 staff were made redundant.[276]

(d) **Airband.** In June 2026, Airband told its lenders that its sponsor, Aberdeen, was unable to continue funding the business. After a sale process launched in July 2026, Aberdeen handed control to lenders and the business entered administration in August 2026. Its assets and customers were sold to Voneus and the shareholder's investment of more than £200 million was written off. The administrators' figures show Aberdeen losing over £228.8 million of secured debt alone, on top of its whole equity investment. The largest lender, HSBC, expects to recover £4 million of the £81 million it is owed.[277]

(129) As detailed in this section, CityFibre is further down the same road. On *Bloomberg's* account, it must agree terms with its lenders or face creditors "taking the keys" as soon as next year.[278] [**REDACTED**] and is not, on any view, a credible buyer of a scaled altnet like Substantial, and no counterfactual can properly be built on the premise that it was or is.

5 The competitive [REDACTED] is the best evidence of what would have happened, and it points firmly away from CityFibre

5.1 The [REDACTED] process was the real market test

[274] Mark Jackson, 'Lenders Take Control of Rural UK Full Fibre Broadband ISP Gigaclear UPDATE', *ISP review*, 9 April 2026; Joe Purnell and Alex Birkhead, 'UK fibre: lenders seize control of Gigaclear following debt restructure, Infracapital wipeout', *TelcoTitans*, 9 April 2026; Rouhan Sharma, 'National Wealth Fund bails out Gigaclear lenders', *ION Analytics*, 5 February 2026.

[275] InforCapital, 'Ares Acquires UK Fibre Firm Toob in Restructuring Deal', 17 August 2026; Mark Johnson, 'Investor INPP Declines Further Funding for UK Altnet Broadband ISP Toob', *ISPreview*, 17 August 2026; Private Equity Wire, 'Ares takes control of UK fibre operator Toob', 18 August 2026.

[276] Saf Malik, 'Alvarez & Marsal appointed administrators at London fibre provider G.Network', *Capacity*, 14 January 2026; Mark Jackson, 'London Full Fibre Broadband Provider G.Network Moves Forward "Debt-Free"', *ISPreview*, 24 March 2026; Mark Jackson, 'G.Network Sell London UK Full Fibre Broadband Network to FitzWalter Capital', *ISPreview*, 5 January 2026; Mark Jackston, 'UK Broadband Provider G.Network Files Notice to Appoint an Administrator UPDATE', *ISPreview*, 13 January 2026; 'Gigaclear Set to Buy More Time from Lenders to Deliver on Business Plan as Lower-Than-Expected Offers Make M&A Route Less Attractive; Shareholders Wiped Out', *Octus*, 19 January 2026.

[277] Mark Jackson, 'Alternative UK Rural Broadband Network Voneus Acquires Airband UPDATE', *ISPreview*, 28 August 2026; Adam Beech, 'Report sheds light on collapse of total broadband provider', *InsiderMedia*, 14 September 2026; Mark Jackson, 'Administrators reveal financial details of Voneus' acquisition of Airband', *ISPreview*, 10 September 2026.

[278] *Bloomberg*, 'CityFibre Asks Banks to Restructure Debt and Fund M&A Deals', 15 October 2026.

(130) A genuine, professionally advised, parallel [**REDACTED**] took place. [**REDACTED**].[279] [**REDACTED**].[280] The nexfibre Consortium and CityFibre were the [**REDACTED**] final bidders at the final stage of the process. [**REDACTED**].[281] Substantial selected the nexfibre Consortium's offer of £2.0 billion EV over CityFibre's [**REDACTED**] offer of £[**REDACTED**] billion *because* CityFibre did not have committed funds. The CMA accepts that the nexfibre offer "provided more certainty of funding at the time its bid was accepted (*which is why* Substantial ultimately accepted the nexfibre Consortium offer)".[282] The critical point, however, is that CityFibre's [**REDACTED**] headline price was illusory in practical terms: without committed funding, it offered materially less certainty and materially greater execution risk.

(131) Substantial's conduct confirms that the market test was genuine:

(a) it afforded CityFibre repeated extensions, engaged with each iteration of its proposal, and [**REDACTED**] £[**REDACTED**] billion [**REDACTED**];[283]

(b) it proposed alternative structures to CityFibre;[284] and

(c) the CMA itself finds that Substantial was negotiating with CityFibre up until the point the Transaction was agreed.[285]

(132) That finding supports the Parties' position. The sellers took reasonable steps to make a CityFibre transaction work,[286] and CityFibre was still unable to fund a deliverable transaction.

(133) The CMA nonetheless recasts that conduct as evidence that, absent the Transaction, Substantial's shareholders would have shown "flexibility" and been "highly motivated to reach terms where their approval was needed".[287] The shareholders' evidence refutes that inference. [**REDACTED**] £[**REDACTED**] billion [**REDACTED**].[288] [**REDACTED**].[289] [**REDACTED**]. CityFibre declined this offer rather than accepting the risk that, if it [**REDACTED**], the shareholders would [**REDACTED**].[290] CityFibre's refusal shows that [**REDACTED**]. [**REDACTED**], is not evidence of open-ended flexibility in a world without the Transaction.

(134) Formal, contemporaneous markers of a seller's preference have been treated as the anchor for an alternative purchaser counterfactual in CMA decisional practice. In *FNZ/GBST*, the CMA found that the target would most likely have been acquired by SS&C absent the transaction because the GBST board had publicly determined SS&C's proposal to be superior, granted it exclusive due diligence, continued to prefer it after a further competing offer, and announced that it "intends to unanimously recommend" it.[291] By contrast, the CMA rejected another

[279] [**REDACTED**] Letter, page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[280] [**REDACTED**] Letter, page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[281] Interim Report, para 5.20.

[282] Interim Report, para 5.82 (emphasis added).

[283] Interim Report, para 5.79.

[284] Interim Report, para 5.80(d).

[285] Interim Report, para 5.82.

[286] [**REDACTED**] Letter, page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[287] Interim Report, paras 5.141(b) and (e).

[288] See also Section 3.2 above.

[289] Shareholders' Statement, 23 October 2026, page 2.

[290] Interim Report, para 5.115(d).

[291] *FNZ/GBST*, Final Report on Remittal, 4 June 2021, paras 5.35(a)–(f) and 5.36. However, the CMA found that the conditions of competition under this alternative counterfactual would not be materially different from the pre-merger conditions of competition. As

alternative bidder, whose bid "did not proceed beyond an early stage in the bidding process", notwithstanding Bravura's assertion that its bid would have been accepted absent the competing bids.[292] None of those markers exists for CityFibre. It was never preferred bidder — [**REDACTED**][293] — and the shareholders' contemporaneous choice, for a recorded reason, was the other bidder.

5.2 The CMA's answer is circular

(135) The CMA's reasoning — that the [**REDACTED**] "drove up the price"[294] and that, absent the Transaction, Substantial may have accepted a lower amount than £2 billion[295] and CityFibre could then have funded that lower amount — is circular. It uses a hypothetical counterfactual to override the actual market outcome, displacing what the bidders in fact did in favour of an exercise the CMA accepts it cannot determine. The CMA concedes that the acceptable price cannot be determined "with precision or certainty".[296]

(136) The reasoning also fails on its own terms:

(a) **A lower price does not cure the obstacles.** A lower price does not remove the structural obstacles that defeated CityFibre at every price it offered: [**REDACTED**], [**REDACTED**], a going-concern statement, and the need for lender consent to a change of control. As set out in Section 3.7 above, even [**REDACTED**] enterprise values would result in funding shortfalls. Nor does a lower price cure the position of a purchaser whose existing creditors are being asked to absorb losses of up to £2 billion in a significant financial restructuring.

(b) **Every price and structure failed.** CityFibre offered £[**REDACTED**] billion on [**REDACTED**] and could not fund that either.[297] Each of its structures failed on balance-sheet, committed funding and leverage grounds, including each of [**REDACTED**]. The Shareholders' Statement explains that "[**REDACTED**]." The shareholders' judgement has since been borne out. Equity in CityFibre is now the instrument reportedly being offered to its lenders in exchange for significant write-downs.

(c) **Substantial's position.** The CMA also finds that Substantial's position was deteriorating. A seller in that position requires *greater* certainty and deliverability, not less. It is the least likely party to accept open-ended delay, or to finance its own sale through a [**REDACTED**].[298]

(d) **Substantial's shareholders are not forced sellers.**[299] [**REDACTED**].

5.3 The CMA has substituted its judgement for that of the sellers

a result, it concluded that the most likely counterfactual for the purpose of its competitive assessment was the conditions of competition prevailing prior to the contemplation of the merger.

[292] *FNZ/GBST*, Final Report on Remittal, 4 June 2021, paras 5.25 and 5.34.

[293] Interim Report, para 5.112(c).

[294] Interim Report, para 5.69.

[295] Interim Report, para 5.138.

[296] Interim Report, paras 5.72 and 5.138.

[297] Annex SBS-00000735 of Substantial's Consolidated Index of Annexes.

[298] Interim Report, footnote 199.

[299] Shareholders' Statement, 23 October 2026, page 4.

(137) In substance, the CMA has substituted its own assumptions, drawn materially from self-serving statements of CityFibre and its shareholders that post-date the SPA, for the considered judgement of professional investors that CityFibre's offer was not credible.

(138) Substantial's shareholders are sophisticated financial sponsors with fiduciary obligations to their own investors to maximise realised value. They are not required to select the higher nominal bid irrespective of deliverability — their obligation is to pursue the best realisable, risk-adjusted value for their investors. That is precisely the standard Substantial's shareholders applied, and [**REDACTED**].[300] The courts' respect for genuine commercial judgement reinforces that fiduciary decision-making is not a mechanical auction rule but a disciplined assessment of value, certainty, timing and execution risk.[301]

(139) The shareholders declined a [**REDACTED**] that came from a purchaser seemingly carrying [**REDACTED**]. They instead accepted a [**REDACTED**] bid carrying [**REDACTED**]. Rational, value-maximising sellers do not accept a [**REDACTED**] acquisition price and assume [**REDACTED**] unless they judge the [**REDACTED**] bid to be undeliverable or to carry execution risk that impairs the probability and timing of completion. That conclusion cannot be reconciled with the provisional finding that a CityFibre acquisition was the most likely outcome absent the Transaction.

(140) That provisional finding sits uneasily with the commercial and fiduciary reality confronting Substantial's shareholders in February 2026, and is irreconcilable with the course of action that Substantial's shareholders have told the CMA they would take if faced with a proposal from CityFibre today.[302]

(141) Substantial's shareholders have confirmed that CityFibre's offer was in some respects [**REDACTED**]. The shareholders nonetheless chose the nexfibre Consortium's [**REDACTED**], fully funded offer. As they explain, that [**REDACTED**].[303] Risk-adjusted value also necessarily includes counterparty risk. A seller contracting with a purchaser whose auditors repeatedly doubt its ability to continue as a going concern bears the risk that the purchaser cannot complete and, where [**REDACTED**]. Both risks were present in CityFibre's Final Offer. Both have since crystallised in CityFibre's public restructuring. The shareholders' decision to accept a [**REDACTED**], fully funded bid is what professional fiduciaries would be expected to do when faced with a [**REDACTED**] bid from a counterparty in that position.

(142) The shareholders also reject the CMA's suggestion that, absent the Transaction, they may have accepted less than £2 billion from CityFibre.[304] That assumption, in their words, is wrong and misunderstands how they, as professional investment firms acting as fiduciaries for their investors, "[**REDACTED**]".[305] In assessing any transaction, they consider [**REDACTED**]. They [**REDACTED**].[306] [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] £[**REDACTED**] billion

[300] Annex SBS-00000966 of Substantial's Consolidated Index of Annexes. [**REDACTED**] records that the decision to sign was taken on that basis: the nexfibre Consortium offered [**REDACTED**]: [**REDACTED**] Letter, page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.

[301] *Saxon Woods Investment Limited v Costa* [2026] UKSC 21, [29], [54] (Lord Briggs, with whom Lord Sales, Lord Hamblen, Lord Burrows and Lady Rose agree).

[302] Shareholders' Statement, 23 October 2026, pages 3–4.

[303] Shareholders' Statement, 23 October 2026, page 4.

[304] Interim Report, paras 5.72, 5.138 and 5.141(d).

[305] Shareholders' Statement, 23 October 2026, page 3.

[306] See generally Shareholders' Statement, 23 October 2026, page 3.

[**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] billion [**REDACTED**].

(143) [**REDACTED**].

(144) [**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] £[**REDACTED**] billion [**REDACTED**] million[**REDACTED**] £[**REDACTED**] billion [**REDACTED**].

(145) CityFibre's position compounds the problem. It could not deliver certain funds for an approximately £[**REDACTED**] billion acquisition [**REDACTED**]. As set out in Section 3.7 above, [**REDACTED**].

(146) [**REDACTED**]. In addition to the CMA itself finding that remaining standalone was a viable option for Substantial,[307] [**REDACTED**]. The Interim Report's premise that they would have accepted less than £2 billion is unsupported by the record and [**REDACTED**]. It should not be relied upon in assessing the counterfactual.

(147) The CMA's assumption that the absence of a rival bidder would also have driven the shareholders below £2 billion is contradicted by the evidence of the shareholders themselves:[308]

> [**REDACTED**]. *The CMA suggests that competition between the bidders 'drove up the price', but the price reflected* [**REDACTED**].

(148) Nor does *Cellnex/CK Hutchison* assist the CMA. The proposition that the counterfactual is concerned with the options a party "would have pursued in the absence of the [m]erger, not whether it would prefer such options" addresses a party's choice between options it was able to execute.[309] Substantial's point is not that its shareholders preferred the nexfibre Consortium; it is that CityFibre's offers were not deliverable. Deliverability is the capability limb of the CMA's own test, not a question of preference, and Cellnex — where the rival's capability was not in doubt — says nothing to the contrary.

(149) CityFibre's offers were not realistic in February 2026 or at any point in the [**REDACTED**] engagement. They are not realistic now by reason of anything said to have occurred since February 2026. If anything, CityFibre's October 2026 request that its lenders write down part of its debt shows that its position has further deteriorated.

6 The CMA's weighing of evidence discounts contemporaneous, ordinary-course evidence and credits self-interested hindsight

6.1 The CMA's own standard

(150) This section identifies an inconsistency in the CMA's application of its own evidential policy, which is itself a recognised ground of review. Under CMA129, where documents support claims by merger firms *or third parties that have an interest in the outcome*, the CMA may be likely to attach more evidentiary weight to such documents if they were generated prior to the period in which those firms were contemplating or aware of the merger, or if they are consistent with other evidence.[310] The CMA states that it has "had regard to the interest a

[307] Interim Report, para 5.45.

[308] Shareholders' Statement, 23 October 2026, page 4.

[309] *Cellnex/CK Hutchison*, Final Report, 3 March 2022, para 5.258.

[310] CMA129, para 2.29, cited at Interim Report, footnote 118. The principle has been applied consistently in CMA decisional practice. For example, in *T&L Sugars/Tereos*, the CMA attached "greater weight to evidence that has not been prepared in contemplation of

party has in the outcome of our investigation [and] the timing of the relevant documents".[311] It also states that it considered "the interests and incentives of market participants … that oppose the Transaction".[312] The CMA has not, however, applied that standard even-handedly.

6.2 **The contemporaneous evidence is discounted**

(151) The clearest contemporaneous assessment of CityFibre's offer is that of a Substantial shareholder, recorded in its Investment Committee memorandum: [**REDACTED**] £[**REDACTED**]bn [**REDACTED**] £[**REDACTED**]k [**REDACTED**].[313]

(152) The CMA discounts this evidence on two grounds:[314]

(a) the document "needs to be viewed in light of its purpose, which was to agree on the Transaction"; and

(b) the note pre-dated [**REDACTED**].

(153) Neither ground withstands analysis:

(a) **Purpose.** An investment committee paper on whether to execute a £2 billion exit is precisely the kind of document in which sellers have every incentive to be accurate and transparent. It is an ordinary-course document prepared for internal decision-making, not for the CMA.[315] Nor was its assessment of CityFibre shaped by its purpose. It recorded concerns that Substantial's shareholders had identified consistently, months earlier, in documents that sought no decision at all:

(ii) On [**REDACTED**], the shareholders' advisers recorded that they "[**REDACTED**]".[316]

(iii) On [**REDACTED**], in an [**REDACTED**].[317] That email identified, three and a half months before the memorandum, the very concerns the memorandum later recorded — [**REDACTED**] — and anticipated that the only alternative was for [**REDACTED**]. The memorandum was not an outlier, but rather the culmination of a consistent, contemporaneous view that should not be discounted by the CMA.

(iv) On [**REDACTED**], a DigitalBridge Investment Committee update deck stated, in relation to [**REDACTED**], that "[**REDACTED**]".[318]

(v) Those concerns did not abate after the memorandum. On [**REDACTED**], CityFibre was asking Substantial to [**REDACTED**].[319] On [**REDACTED**], a DigitalBridge Investment Committee update deck reiterated that

the Merger": Final Report, 3 September 2024, para 4.7; and declined to place any weight on a document generated after signing and in response to its review: para 4.31 and footnote 76. In *FNZ/GBST*, the CMA recognised that submissions "may be influenced by commercial and other incentives", and that "the weighting [it] give[s] submissions is determined by the extent to which [it is] able to corroborate them": Final Report on Remittal, 4 June 2021, paras 5.10–5.11.

311 Interim Report, para 5.13.

312 Interim Report, para 6.11.

313 Interim Report, para 5.81.

314 Interim Report, para 5.81 (emphasis added).

315 In *FNZ/GBST*, the CMA stated that contemporaneous evidence at the time of the acquisition "is the most relevant to our assessment of the counterfactual": Final Report on Remittal, 4 June 2021, footnote 69.

316 Annex SBS-00000966 of Substantial's Consolidated Index of Annexes.

317 Annex SBS-00000971 of Substantial's Consolidated Index of Annexes.

318 Annex SBS-00000178 of Substantial's Consolidated Index of Annexes, page 2.

319 Annex SBS-00000968 of Substantial's Consolidated Index of Annexes.

[**REDACTED**] £[**REDACTED**]bn [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[320]

(b) **Timing.** The information received by Substantial from CityFibre's CEO on 6 February, twelve days before signing, changed nothing material. Three days later, on [**REDACTED**] February 2026, [**REDACTED**] reported to Substantial's shareholders [**REDACTED**] £[**REDACTED**]m [**REDACTED**] £[**REDACTED**]million [**REDACTED**].[321] The position described to Substantial on [**REDACTED**] and [**REDACTED**] February 2026 did not alter the shareholders' collective assessment of CityFibre's offer as fundamentally undeliverable, as [**REDACTED**]. If anything, it confirmed that assessment. In the end, [**REDACTED**] £[**REDACTED**].[322] Each concern recorded in the memorandum — prepared in [**REDACTED**] in anticipation of signing and following which Substantial continued to negotiate with CityFibre — remained valid on 18 February 2026:

(i) the equity remained [**REDACTED**];

(ii) the change of control remained unresolved, [**REDACTED**][323] despite Substantial engaging with CityFibre's requests [**REDACTED**];[324]

(iii) CityFibre's leverage was unchanged; and

(iv) no shareholder had offered to backstop the transaction, with [**REDACTED**].[325]

6.3 **Self-interested hindsight is credited**

(154) By contrast, the CMA readily accepts self-interested statements made after the event, in calls and submissions in August and September 2026, by CityFibre, its shareholders and their financial advisers. Each has an evident interest in the Transaction being prohibited. The statements include:

(a) [**REDACTED**] statement of 2 September 2026 that it "would have been ready to increase its contribution if that would have enabled the deal to be reached";[326]

(b) PJT's inference that the [**REDACTED**];[327]

(c) PJT's confirmation that [**REDACTED**];[328] and

(d) CityFibre's own submission that it was "on track to obtain the necessary funding", notwithstanding its inability to do so at any point over a [**REDACTED**] period.[329]

(155) These are assertions about what *would* have occurred, made by the main public opponent of the Transaction with a clear interest in a particular outcome. The CMA has previously

[320] Annex SBS-00000176 of Substantial's Consolidated Index of Annexes, page 2.

[321] Annex SBS-00000969 of Substantial's Consolidated Index of Annexes.

[322] Interim Report, paras 5.90–5.91.

[323] Interim Report, para 5.110.

[324] Substantial's Response to P2-RFI 5, question 4.

[325] Interim Report, para 5.90(b).

[326] Interim Report, para 5.128.

[327] Interim Report, para 5.126.

[328] Interim Report, para 5.127.

[329] Interim Report, para 5.52.

declined to adopt this kind of evidence. For example, in *FNZ/GBST*, the CMA did not adopt the losing bidder's assertion that, absent the competing bids, its bid "would have been accepted", relying instead on objective markers of where that bid stood in the process.[330] [**REDACTED**] statement that it "would have been ready" to increase its contribution is a statement about what an interested third party would have done in a world that did not occur, made after that world had ceased to be possible.

(156) CityFibre's own track record bears on the weight to be given to its statements:

(a) [**REDACTED**]**.** CityFibre stated that it was "[**REDACTED**]". No funding was secured.[331]

(b) [**REDACTED**]**.** CityFibre's own transaction timetable provided for [**REDACTED**].[332]

(c) [**REDACTED**]**.** At the end of the very period in which CityFibre had represented it would [**REDACTED**], it requested a [**REDACTED**].[333] By February 2026, three months later, CityFibre fell well short of delivering any committed funding.

(d) [**REDACTED**]**.** CityFibre claimed "[**REDACTED**]" that it would [**REDACTED**] and said that [**REDACTED**]. Neither materialised.[334]

(e) **Lender overlap.** CityFibre told the CMA that it had a "[**REDACTED**]" with Substantial's lenders.[335] The evidence suggests that overlap was "[**REDACTED**]".[336]

(f) **ISP proceeds.** CityFibre included £[**REDACTED**] of ISP proceeds in its Final Offer and now describes the figure as "unrealistic".[337]

(g) **Project Gigabit.** CityFibre presented its Project Gigabit contracts as underpinning its growth. In August 2024, it said its network "will include over 1.3 million homes in hard-to-reach areas" through participation in the programme. It said the contracts "underpin the rollout to over 1.3m premises" and would make it "the principal provider of fibre infrastructure in these areas". In May 2026, it "re-scoped" those contracts, handing back c. 268,500 of the c. 495,500 premises originally contracted (54%), including the entire Nottinghamshire and West Lincolnshire contract it took on with its acquisition of Connexin. About c. 227,000 subsidised premises now remain. The number of rural and harder-to-reach premises it expects to connect by 2030 is roughly a third of the figure it presented in 2024.[338]

[330] *FNZ/GBST*, Final Report on Remittal, 4 June 2021, paras 5.25 and 5.34.

[331] Annex SBS-00000735 of Substantial's Consolidated Index of Annexes, page 3.

[332] Annex SBS-00000772 of Substantial's Consolidated Index of Annexes, pages 2–3.

[333] Annex SBS-00000789 of Substantial's Consolidated Index of Annexes, pages 5–6.

[334] Annex SBS-00000736, page 2. See also Annex SBS-00000775: "[**REDACTED**]" as at [**REDACTED**].

[335] Interim Report, para 5.109.

[336] Interim Report, para 5.113.

[337] Interim Report, para 5.96.

[338] 'Sky and CityFibre sign partnership to bring Sky full fibre broadband to the CityFibre network', 20 August 2024; CityFibre, '2024 Mid Year Update', Mark Jackson, 'The Hidden Impact of CityFibre's UK Project Gigabit Broadband Contracts Retreat', *ISPreview*, 22 June 2026; UK GOV, 'Project Gigabit contracts'; CityFibre, 'CityFibre and BDUK Agree Changes to Project Gigabit Rollout Following Increase in Commercial Build', 26 May 2026; Mark Jackson, 'CityFibre Reduce UK Project Gigabit Broadband Rollout Due to Expanded Commercial Cover', *ISPreview*, 26 May 2026.

(h) **Public positioning.** The pattern has existed for a number of years[339] and has continued after the Interim Report. In October 2026, CityFibre described itself as preparing for an 'acquisition drive' and labelled the £900 million an "equity commitment", at the same time as its trading update described that sum as "proposed"[340] and it was preparing to ask its lenders to accept significant write-downs.

(157) An interested third party with that record which publicly opposes the Transaction and supports the counterfactual, has an obvious incentive to assert deal-readiness after the event. Its statements warrant far less weight than they have been given to date.

(158) In fact, the weighting should be reversed. Being a self-interested party and the main complainant in the case, CityFibre's ordinary-course record before the signing of the SPA should be preferred to its after-the-event advocacy.[341]

(159) The same principle requires the CMA to give substantial weight to the direct evidence of Substantial's shareholders and lenders. They are the parties whose approval and consent any CityFibre transaction would have required, and they are best placed to say what they would have done. The CMA may observe that the shareholders, as sellers under the SPA, also have an interest in the outcome. But their evidence differs from CityFibre's in two decisive respects. It is corroborated by contemporaneous, ordinary-course documents generated long before the CMA's review, including [**REDACTED**],[342] [**REDACTED**],[343] [**REDACTED**],[344] and the Investment Committee memorandum of January 2026. It is also consistent with what the shareholders actually did: they [**REDACTED**], consistently held reservations over CityFibre's funding certainty and deliverability, and ultimately chose a [**REDACTED**], fully funded bid over a [**REDACTED**], unfunded one. CityFibre's post-SPA assertions carry neither form of corroboration.

7 The only credible counterfactual is a standalone Substantial, and on that basis the CMA's provisional SLC finding falls away

7.1 Substantial's [REDACTED] prospects did not make a sale inevitable

(160) The CMA accepts that "remaining a standalone operator remained a viable option to Substantial".[345] Nonetheless, it relies on Substantial's deteriorating standalone prospects to conclude that its shareholders had a strong incentive to agree to a sale at an acceptable valuation and, moreover, "may have accepted a lower amount than £2 billion in the counterfactual".[346]

(161) The Parties have never submitted that, absent the Transaction, Substantial would exit the market. Their submission, which they maintain, is that absent the Transaction Substantial would have continued as a constrained standalone, vertically integrated, retail-led network

[339] See Section 4.6 above.

[340] CityFibre Trading Update, 6 October 2026.

[341] Consistent with CMA129, para 2.29(a) and with the CMA's approach in *T&L Sugars/Tereos* (Final Report, 3 September 2024, paras 4.7 and 4.31), *FNZ/GBST* (Final Report on Remittal, 4 June 2021, para 5.11 and footnote 69) and its assessment of the completed acquisition by GXO Logistics, Inc. of Wincanton plc (Final Report, 19 June 2025, para 6.56).

[342] Annex SBS-00000966 of Substantial's Consolidated Index of Annexes.

[343] Annex SBS-00000971 of Substantial's Consolidated Index of Annexes.

[344] Annex SBS-00000178 of Substantial's Consolidated Index of Annexes, page 2.

[345] Interim Report, para 5.45.

[346] Interim Report, paras 5.45, 5.60–5.61 and 5.68–5.72.

operator. On that basis, a standalone Substantial: (i) would be more constrained than at present; (ii) would have no viable scaled wholesale route; (iii) would remain at approximately 3.4 million premises; and (iv) would have [**REDACTED**].[347]

(162) The economic evidence previously submitted by Substantial supports that conclusion. Keystone's [**REDACTED**] analysis [**REDACTED**].[348] Under that scenario, [**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] million [**REDACTED**].[349]

(163) Keystone's subsequent [**REDACTED**] analysis updated the [**REDACTED**]. Under those assumptions, the model [**REDACTED**] £[**REDACTED**] million [**REDACTED**] £[**REDACTED**] million [**REDACTED**],[350] confirming that the [**REDACTED**].[351] [**REDACTED**].

(164) The CMA's reliance on these conditional comparisons to infer a lower acceptable CityFibre price is misplaced.[352] These were scenario analyses using Substantial's Gemini model [**REDACTED**].

7.2 No other purchaser was available

(165) If the Transaction did not proceed and CityFibre remained unable to deliver a funded offer, the evidence identifies no other purchaser to whom Substantial would probably have been sold:

(a) The [**REDACTED**] process resulted in only two bidders reaching the binding-offer stage: the nexfibre Consortium and CityFibre. The FMN records no other altnet reaching that stage or submitting a competing offer.[353]

(b) This outcome is consistent with the severe funding constraints affecting the UK altnet sector. Altnets drew approximately £3.2 billion of funding in 2025, of which CityFibre alone accounted for £2.3 billion, and most altnets had no access to external investment.[354] Keystone similarly identified a near-freeze in new private equity and debt funding and materially higher financing costs across the sector.[355]

(c) Substantial was the largest genuinely scaled altnet available for acquisition, and only a well-funded consolidator could have acquired it. For the reasons set out above, in particular in Section 4.6, CityFibre was (and is) not that purchaser.

7.3 BT's acquisition of TalkTalk further weakens CityFibre's and Substantial's wholesale prospects

(166) Since publication of the Interim Report, BT Group ("**BT**") has acquired TalkTalk Telecommunications Limited ("**TalkTalk**") and PlatformX Communications Limited

[347] Substantial's submission, '[**REDACTED**]', 17 April 2026 (resubmitted as annex 1.008 to the Final Merger Notice ("**FMN**")), paras 110–112.

[348] Keystone's [**REDACTED**] analysis was based on the Gemini Model, Substantial's lender model prepared by [**REDACTED**] in [**REDACTED**], 12 June 2026 (resubmitted as annex 1.009 to FMN). The analysis [**REDACTED**].

[349] Substantial's submission, '[**REDACTED**]', 12 June 2026 (resubmitted as annex 1.009 to FMN), paras 65–68.

[350] Substantial's submission, '[**REDACTED**]', 28 August 2026, paras 10–12 and 29–31.

[351] Substantial's submission, '[**REDACTED**]', 28 August 2026, paras 29–33.

[352] Interim Report, paras 5.35–5.40 and 5.70–5.72.

[353] FMN, paras 127 and 255.

[354] FMN, para 575.

[355] Substantial's submission, '[**REDACTED**]', 17 April 2026 (resubmitted as annex 1.008 to the FMN), paras 34–38.

("**PXC**") out of administration. Pending regulatory review, BT and TalkTalk will operate separately and continue to compete. BT has nevertheless explained its intended direction of travel: its consumer and wholesale teams will prepare, over time, to "migrate that customer base to BT's systems, to BT's products, to BT's services".[356]

(167) [**REDACTED**]. TalkTalk was secured as a "major wholesale customer", with long-term commitments across CityFibre's existing and future network in both residential and business markets. Bringing a major CityFibre customer under common ownership with Openreach [**REDACTED**]. For a business already dependent on its lenders' forbearance, the prospective loss of volumes from a major wholesale customer further weakens the revenue base on which any restructuring, and any future lender consent to an acquisition, would depend.

(168) The acquisition also further weakens any suggestion that standalone Substantial would have developed a scaled wholesale business. [**REDACTED**].[357] Bringing both TalkTalk and PXC within BT makes that already uncertain route still less credible as [**REDACTED**]. Standalone Substantial would therefore have [**REDACTED**], reinforcing the vertically integrated, retail-led counterfactual identified in Substantial's previous submissions.

7.4 The appropriate counterfactual is a standalone Substantial, and on that basis the CMA's provisional SLC finding falls away

(169) The evidence supports a likely counterfactual in which Substantial remained a more constrained but financeable standalone operator, pursuing a vertically integrated, retail-led strategy focused on monetising its existing network through YouFibre. Keystone recognised that while a sale to "a larger consolidator at an acceptable valuation" was a realistic strategic option [**REDACTED**].[358] [**REDACTED**]. As set out in detail above, CityFibre fails the capability limb, and the [**REDACTED**] outcome points the other way: Substantial's investors selected the nexfibre Consortium's [**REDACTED**] headline offer over CityFibre's [**REDACTED**] but uncommitted proposal. Absent a credible, funded offer, Substantial would have continued to operate as a standalone, retail-led provider. Within this counterfactual, it would be for Substantial's investors to determine whether to commit further time, investment and resources to the business.

(170) Without prejudice to the further flaws in the CMA's provisional SLC analysis identified in the Parties' IR Response, this conclusion alone is fatal for the CMA's competitive assessment. The c. 32% three-player overlap exists only if Substantial's network is wholesaled by CityFibre.[359] The CMA's competitive assessment proceeds expressly on that basis.[360] The CMA itself notes that the Parties' submissions "were made in the context of Substantial remaining a standalone competitor" and "do not primarily address the counterfactual that we are considering".[361] Without the CityFibre counterfactual, the CMA's horizontal theory of harm in the wholesale supply of fixed broadband is not made out and must be reassessed against the standalone counterfactual.

(171) Absent the Transaction, Substantial would therefore have continued as a constrained standalone operator. Standalone operation is a viable option and does not entail exit. In the

[356] BT Group, 'BT Group has acquired TalkTalk and PlatformX ensuring continuity of service for millions of customers', 5 October 2026; BT Group, 'TalkTalk acquisition announcement conference call transcript', 5 October 2026, pages 3 and 5.

[357] [**REDACTED**], paras 18–22. In particular, the analysis identifies [**REDACTED**].

[358] Substantial's submission, '[**REDACTED**]', 17 April 2026 (resubmitted as annex 1.008 to the FMN), paras 109, 113 and 115–119.

[359] Interim Report, para 6.198.

[360] Interim Report, para 6.1.

[361] Interim Report, para 6.65.

alternative, Substantial might in due course have entered into a transaction with another party. That purchaser, however, would not have been CityFibre, which lacked the ability to fund or complete the transaction in February 2026 and lacks it now and for the foreseeable future. Nor does the passage of time improve CityFibre's position; it further undermines it. [**REDACTED**]. CityFibre's precarious financial position reinforces the point: it is a [**REDACTED**] — as evidenced by its own auditors' reports, public restructuring and October 2026 request that its lenders write down debt, accept interest paid in kind and fund its M&A, and the confirmations provided by Substantial's shareholders, [**REDACTED**] and [**REDACTED**]. A CityFibre acquisition was, at most, a remote and speculative possibility.

Simpson Thacher

Appendix: CMA Findings and Evidence on the CityFibre Counterfactual

This Appendix sets out, by topic, the principal findings on which the CMA relies in the Interim Report to conclude that CityFibre would most likely have acquired Substantial absent the Transaction, the evidence cited in support of each finding, and the contrary or omitted evidence that the CMA has not taken into account or has not given appropriate weight. Its aim is to show that, taken individually and together, the evidence does not support a finding that a funded CityFibre acquisition of Substantial was the most likely counterfactual, either in February 2026 or today.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
Topic A: CityFibre's previous fundraising		
CityFibre's shareholders and lenders had appetite to finance M&A opportunities through equity and debt. They continued to support CityFibre despite going-concern notes from its independent auditors. Later evidence indicates that shareholders were prepared to inject significant additional equity in 2026. The CMA considers that this support would extend to [**REDACTED**].[362]	• CityFibre's historical fundraising: around £6.8 billion raised since 2011; the July 2025 capital raise comprised £527.2 million of equity and £960 million of debt, with [**REDACTED**].[363] • Antin and GS entered the CityFibre shareholding in 2018; Mubadala entered in 2021.[364] • [**REDACTED**].[365] • The auditors' report on the 2025 financial accounts stated that a forecast covenant breach in a reasonably possible adverse scenario would require lender waivers or amendments, which is not guaranteed, and that a material uncertainty exists that may cast significant doubt on the Group and the Parent Company's ability to continue as a going concern. The 2024 financial accounts reported a similar note. CityFibre's shareholders and lenders nevertheless supported CityFibre generally and its M&A activities.[366]	Previous fundraising does not show that CityFibre could provide funding certainty for acquiring Substantial at the time of its offer or prospectively: • CityFibre stated that its 2025 raise served several purposes, including [**REDACTED**].[367] General support for CityFibre's [**REDACTED**] is not committed equity for this transaction. • [**REDACTED**].[368] [**REDACTED**].[369] • Para 5.85 of the IR relies in part on 2026 shareholder equity indications and therefore on the post-signing evidence (see Topic C below). Going-concern uncertainty recurred across successive accounts, CityFibre's 2025 refinancing was approved by scheme of arrangement, and CityFibre is expected to undergo a major financial restructuring and ask lenders to accept significant write-downs on debts with total losses accumulating to as much as £2 billion,[370] or else face creditors taking the keys as soon as next year.
Topic B: CityFibre's progress in relation to raising financing for its Final Offer by February 2026		

[362] Interim Report, paras 5.84–5.85.
[363] Interim Report, para 5.83(a).
[364] Interim Report, para 5.83(b).
[365] Interim Report, para 5.83(c).
[366] Interim Report, paras 5.83 and 5.85; CityFibre Infrastructure Holdings Limited, 2025 Accounts, 7 October 2026.
[367] Interim Report, para 5.83(d).
[368] Interim Report, para 5.63(c) and footnote 230.
[369] Interim Report, para 5.83(c).
[370] *The Telegraph*, 'Banks brace for £2bn loss from CityFibre restructure', 11 October 2026.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
Sale of Substantial's ISP. CityFibre would likely have obtained [**REDACTED**]. The shortfall was [**REDACTED**]. CityFibre submitted that it [**REDACTED**]. The CMA found only that it "cannot be excluded" that Substantial may have been prepared to agree to a price reduction absent the nexfibre Consortium's bid, and that it is "unclear" whether a lower transaction value would have been acceptable to Substantial.[371]	• **Non-binding indications**: By 6 February 2026, CityFibre had received [**REDACTED**].[372] [**REDACTED**]. CityFibre considered that [**REDACTED**].[373] • CityFibre considered the [**REDACTED**] assumption, which reflected Substantial's valuation of [**REDACTED**], "unrealistic". It submitted that the resulting [**REDACTED**].[374]	• The CMA's evidence relies heavily on representations from CityFibre. The CMA concludes that CityFibre would likely have obtained [**REDACTED**] from the sale of Substantial's ISP.[375] It records [**REDACTED**].[376] It does not explain why that uncertainty leaves its conclusion intact. • After a putative sale of Substantial's ISP for [**REDACTED**], the CMA identifies [**REDACTED**] but no agreed or evidenced bridge. It relies on assumptions whose likelihood it has not established, including "it cannot be excluded".[377] • [**REDACTED**] did not wish to purchase.[378] The CMA cannot say [**REDACTED**] would have been the purchaser,[379] yet describes [**REDACTED**] as "independent" and "credible".[380] [**REDACTED**];[381] the CMA sets it aside as influenced by the nexfibre Consortium's bid, and identifies no positive evidence that Substantial would have accepted a lower price.[382] • CityFibre included a [**REDACTED**] figure in its Final Offer but now accepts it was "unrealistic".[383] This bears on the weight of its post-SPA funding representations.

Funding from existing shareholders. By 4 February 2026, CityFibre's shareholders had "agreed to provide" [**REDACTED**] in equity funding.[384] The CMA considers that in February 2026 they "were prepared to invest" £[**REDACTED**], although formal sign-off would have been contingent on the	• [**REDACTED**].[387]
	• [**REDACTED**] Executive Committee gave support in principle for an investment of £[**REDACTED**] million. Its Investment Committee meeting scheduled for 18 February was cancelled on 17 February because Substantial appeared close to agreeing the nexfibre Consortium transaction.
	• [**REDACTED**].
		• The CMA's description of the [**REDACTED**] as funding that CityFibre's shareholders had "agreed to provide" is inconsistent with the Interim Report.[389] It shows interest, not formally approved or legally committed funding. In particular:
		  • [**REDACTED**] had obtained only support in principle;
		  • [**REDACTED**] had not submitted the investment for formal Investment Committee approval.
		  • [**REDACTED**] could not contribute.

[371] Interim Report, paras 5.93–5.98.
[372] Interim Report, para 5.94.
[373] Interim Report, para 5.95.
[374] Interim Report, paras 5.96–5.97.
[375] Interim Report, para 5.98.
[376] Interim Report, paras 5.94–5.95.
[377] Interim Report, para 5.97.
[378] Interim Report, footnote 283.
[379] Interim Report, footnote 287.
[380] Interim Report, para 5.141(e).
[381] Interim Report, para 5.96.
[382] Interim Report, para 5.97.
[383] Interim Report, para 5.96.
[384] Interim Report, para 5.90.
[387] Interim Report, paras 5.63(a) and 5.89.
[389] Interim Report, paras 5.90 and 5.134.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
terms of any deal.[385] It also considers that, absent the Transaction and with additional time, the shareholders "could have been prepared to invest more", based on post-February 2026 developments.[386]	• [**REDACTED**].[388]	• The CMA moves from willingness to consider the investment to assuming formal approval and availability on the required terms and timetable. [**REDACTED**]. By [**REDACTED**].[390] • [**REDACTED**].[391] • The suggestion that shareholders could have invested more relies on post-Transaction developments,[392] which remain materially uncertain. Shareholder funding (£900 million) reportedly remains contingent on creditor forbearance on a £2 billion loan. • The CMA discounts Substantial's contemporaneous documents but gives substantial weight to retrospective, self-interested evidence from CityFibre, its shareholders and PJT.

Third-party equity. CityFibre remained at a relatively early stage in discussions with [**REDACTED**] potential new shareholders, [**REDACTED**] and [**REDACTED**], and it is unclear how those discussions would have progressed absent the Transaction. The CMA does not consider it necessary to conclude definitively on the likelihood of third-party equity because other options, including a possible [**REDACTED**], were available and CityFibre's financing situation changed after February 2026.[393]	• Shortly after September 2025, CityFibre approached infrastructure investors for possible M&A funding generally, not specifically for the acquisition of Substantial.
	• CityFibre re-approached selected investors in December 2025 and January 2026 [**REDACTED**].
	• Discussions with [**REDACTED**] and [**REDACTED**] were described as particularly encouraging. A number of potential investors [**REDACTED**]; [**REDACTED**] remained engaged on 16 February 2026.[394]
		• Third-party equity was "[**REDACTED**]" as at the time of the Final Offer.[395]
		  • [**REDACTED**].[396]
		  • [**REDACTED**];[397] that capital never materialised.
		• The CMA accepts that the [**REDACTED**] was proposed because [**REDACTED**]. PJT now states that [**REDACTED**].[398] The CMA therefore [**REDACTED**].[399]

[385] Interim Report, para 5.91.
[386] Interim Report, para 5.92.
[388] Interim Report, para 5.90.
[390] Annex SBS-00000969 of Substantial's Consolidated Index of Annexes.
[391] Interim Report, para 5.89.
[392] Interim Report, para 5.92.
[393] Interim Report, paras 5.99–5.102.
[394] Interim Report, paras 5.99–5.102.
[395] Annex SBS-00000737, pages 1–2 of Substantial's Consolidated Index of Annexes.
[396] Interim Report, footnote 294.
[397] Annex SBS-00000970 of Substantial's Consolidated Index of Annexes.
[398] Interim Report, para 5.130.
[399] Interim Report, para 5.87(c).

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence

[**REDACTED**]. Evidence from Substantial suggests that its shareholders would have [**REDACTED**].[400] The CMA considers that they would have [**REDACTED**] [**REDACTED**].[401] It also considers that [**REDACTED**].[402]	• CityFibre proposed a [**REDACTED**].[403]
	• Substantial had itself [**REDACTED**], in a 'Strawman Transaction Structure' under which [**REDACTED**].[404]
	• [**REDACTED**].[405]
	• A draft term sheet sent by [**REDACTED**] on [**REDACTED**] contemplated a [**REDACTED**].[406]
	• Reports of discussions between CityFibre [**REDACTED**] suggested possible amounts [**REDACTED**]:
	  • [**REDACTED**];
	  • [**REDACTED**];
	  • [**REDACTED**].[407]
		• The evidence does not clearly establish that CityFibre and Substantial would have agreed a [**REDACTED**].
		• [**REDACTED**] but involved a materially lower-risk buyer; the CMA [**REDACTED**].[408]
		• [**REDACTED**], but it was not agreed.[409]
		• Even taking that draft at face value, [**REDACTED**]. The June 2025 strawman [**REDACTED**].[410]
		• Evidence supporting a [**REDACTED**] is materially weaker. It consists mainly of CityFibre or shareholder accounts of [**REDACTED**] but noted [**REDACTED**].[411]
		• One reason the CMA gives for not concluding on terms depends on uncommitted post-signing developments: that the total funding requirement "would likely have been lower in the counterfactual".[412] The finding that Substantial would be "highly motivated to reach terms [**REDACTED**]" does not identify an agreed amount or terms.[413]

Debt. The evidence suggests that the majority of Substantial's lenders would have rolled over, with up to around £[**REDACTED**] of its approximately [**REDACTED**].[414] The change-of-control requirements would have been met	• CityFibre stated in August 2026 that [**REDACTED**]. It was informed by [**REDACTED**].[419] • A contemporaneous note of [**REDACTED**] recorded that Substantial's CEO advised CityFibre [**REDACTED**].[420]	• Lender overlap was limited contrary to CityFibre's evidence to the CMA: overlapping lenders accounted for £[**REDACTED**] million of Substantial's £[**REDACTED**] ([**REDACTED**]%) and £[**REDACTED**] million of its £[**REDACTED**] million junior debt ([**REDACTED**]%). This weakens CityFibre's stated basis for expecting most of Substantial's debt to roll over.[424] • Debt and equity were interdependent, and equity was not committed (see above). CityFibre's advisers recorded that "[**REDACTED**]", and [**REDACTED**]

[400] Interim Report, para 5.105.
[401] Interim Report, para 5.108.
[402] Interim Report, paras 5.107–5.108.
[403] Interim Report, paras 5.87(c) and 5.103.
[404] Interim Report, para 5.104.
[405] Interim Report, para 5.105(c).
[406] Interim Report, para 5.105(b).
[407] Interim Report, para 5.106.
[408] Interim Report, para 5.105(a).
[409] Interim Report, para 5.105.
[410] Interim Report, para 5.104.
[411] Interim Report, para 5.106.
[412] Interim Report, para 5.107.
[413] Interim Report, para 5.141(e).
[414] Interim Report, para 5.114.
[419] Interim Report, paras 5.114(a)–(b).
[420] Interim Report, para 5.114(c).
[424] Interim Report, para 5.113.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
"partially".[415] [**REDACTED**].[416] The CMA accepts uncertainty as to whether Substantial's lenders would have agreed to roll over and the extent of any shortfall,[417] and that lenders willing to roll over under the Transaction "may not have been equally as prepared to roll over to CityFibre".[418]	• Under the nexfibre transaction, approximately [**REDACTED**] would be repaid rather than rolled ([**REDACTED**]; [**REDACTED**] per InfraVia's July 2026 presentation).[421] • [**REDACTED**]: CityFibre's model [**REDACTED**]. The CMA compared this with Substantial's standalone forecasts of [**REDACTED**].[422] • [**REDACTED**].[423]	considered [**REDACTED**].[425] CityFibre's August 2026 statement is its retrospective assessment. [**REDACTED**] identifies debt unlikely to roll but does not establish that the remainder would. • [**REDACTED**]. This evidence is more probative than CityFibre's expectations or the [**REDACTED**] attributed to Substantial's CEO. The Interim Report places significant weight on the CMA's discussions with CityFibre. So far as the Interim Report discloses, the CMA did not similarly engage with Substantial's lenders, who could have stated their position. • The fully funded Transaction is not an appropriate comparator: [**REDACTED**]. The CMA acknowledges that lenders prepared to roll over their debt in that transaction "may not have been equally as prepared to roll over to CityFibre".[426] • The [**REDACTED**] were not lender consents, and no evidence shows that lenders assessed them. The CMA describes them only as factors that "could" increase the likelihood of rollover; that does not establish that rollover was likely.[427]
Replacement financing for non-rolling debt. By [**REDACTED**], CityFibre "had [**REDACTED**]to cover around £[**REDACTED**] of Substantial debt that would not roll over" and therefore "had feasible routes" to funding.[428] The change-of-control requirements could have been	• [**REDACTED**].[430] • CityFibre's Revised Final Offer Update letter of [**REDACTED**] stated that [**REDACTED**].[431] • Emails with [**REDACTED**].[432] CityFibre told the CMA it could [**REDACTED**].[433]	• The CMA has "not seen evidence" of how far underwriting discussions had advanced before signing.[434] CityFibre stated that [**REDACTED**].[435] Paragraph 5.134 does not reconcile this, and no evidence shows that [**REDACTED**]. PJT's evidence that [**REDACTED**] is inconsistent with treating it as [**REDACTED**] in February 2026.[436]

[415] Interim Report, para 5.121.
[416] Interim Report, para 5.119.
[417] Interim Report, para 5.116.
[418] Interim Report, para 5.120.
[421] Interim Report, para 5.114(d) and footnote 316.
[422] Interim Report, para 5.119. See generally paras 5.109–5.121.
[423] Interim Report, para 5.120.
[425] Interim Report, para 5.112.
[426] Interim Report, para 5.120.
[427] Interim Report, para 5.120(iii).
[428] Interim Report, para 5.134.
[430] Interim Report, para 5.115(a).
[431] Interim Report, para 5.115(b).
[432] Interim Report, para 5.115(c)(i).
[433] Interim Report, para 5.114(a).
[434] Interim Report, para 5.115(b).
[435] Interim Report, para 5.115(c)(ii).
[436] Interim Report, para 5.132.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
met through rollover combined with [**REDACTED**].[429]		• The £[**REDACTED**] facility is less than the up to £[**REDACTED**] that the CMA itself expects not to roll.[437] On [**REDACTED**], Substantial's shareholders [**REDACTED**]; [**REDACTED**], and its Final Offer instead contemplated [**REDACTED**].[438] "Feasible routes"[439] states possibility, not likelihood.
Substantial's deadline for committed funds. The [**REDACTED**] deadline reflected the competitive process with the nexfibre Consortium [**REDACTED**]; absent the Transaction, Substantial would likely have given CityFibre longer.[440] CityFibre's failure to secure funding by mid-February 2026 is therefore not determinative.[441] [**REDACTED**], CityFibre had limited time to secure the remaining financing.[442]	• Substantial said the deadline reflected the [**REDACTED**].[443] A [**REDACTED**].[444] • [**REDACTED**].[445]	• CityFibre had [**REDACTED**] to arrange funding, from the NDA of [**REDACTED**] to the SPA of 18 February 2026, and approached third-party investors from September 2025. • On [**REDACTED**], CityFibre expressly stated that it "[**REDACTED**]".[446] • On [**REDACTED**] — by which point, on [**REDACTED**] — CityFibre instead expressly requested a [**REDACTED**].[447] • On [**REDACTED**], [**REDACTED**] said it [**REDACTED**], within the deadline, yet no approval followed.[448] • [**REDACTED**].[449] • Over eight months after signing, the equity remains uncommitted, third-party equity has been [**REDACTED**] and the [**REDACTED**] remains under negotiation. CityFibre's constraints — leverage, the going-concern qualification, [**REDACTED**], a [**REDACTED**] and unsecured lender consent — existed independently of Substantial's deadline, which distinguishes *Cellnex/CK Hutchison* and *Meta/Giphy*. A finding that Substantial would have allowed more time does not establish that more time would have produced committed funding.
Substantial's contemporaneous views. The evidence does not support Substantial's submission that CityFibre's offer was not viewed as credible. Substantial negotiated with CityFibre until the Transaction was	• [**REDACTED**] advised on [**REDACTED**]; [**REDACTED**] suggested on [**REDACTED**] telling [**REDACTED**]; on [**REDACTED**] Substantial described CityFibre as [**REDACTED**].	• The CMA accepts that funding certainty ranked highly for Substantial and was communicated to CityFibre,[454] and that the nexfibre Consortium's offer

[429] Interim Report, para 5.141(e).
[437] Interim Report, paras 5.114 and 5.134.
[438] Interim Report, para 5.115(d).
[439] Interim Report, para 5.134.
[440] Interim Report, para 5.77.
[441] Interim Report, para 5.66.
[442] Interim Report, para 5.135. See generally paras 5.66 also 5.73–5.77.
[443] Interim Report, para 5.74.
[444] Interim Report, para 5.75.
[445] Interim Report, footnote 241.
[446] Annex SBS-00000772 of Substantial's Consolidated Index of Annexes, page 2.
[447] Annex SBS-00000789 of Substantial's Consolidated Index of Annexes, pages 5–6.
[448] Annex SBS-00000967 of Substantial's Consolidated Index of Annexes.
[449] [**REDACTED**], page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.
[454] Interim Report, para 5.80.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
agreed and considered it "at least feasible" that CityFibre would fund a deal.[450] The shareholder Investment Committee memorandum must be viewed in light of its purpose of agreeing the Transaction and pre-dated Substantial learning on 6 February 2026 of the amount CityFibre's shareholders would contribute.[451]	Substantial put forward a [**REDACTED**].[452] It gave CityFibre repeated extensions and [**REDACTED**].[453]	provided more certainty of funding, "which is why Substantial ultimately accepted" it.[455] • The ordinary-course record is consistent: the shareholders' [**REDACTED**],[456] Soho's [**REDACTED**],[457] a DigitalBridge Investment Committee update of [**REDACTED**] ("[**REDACTED**]"),[458] and a DigitalBridge update of [**REDACTED**] described a CityFibre transaction as "[**REDACTED**]", with £[**REDACTED**] only "[**REDACTED**]" and lender consents "[**REDACTED**]".[459] [**REDACTED**].[460] • An investment committee paper on whether to execute a £2 billion exit is a document in which sellers have every incentive to be accurate. Information received on [**REDACTED**] changed nothing material. After November 2025, the shareholders [**REDACTED**]. • "At least feasible" is not the "most likely" standard. Serious negotiation shows a motivated seller attempting to make a deal work, not that the deal was fundable.
Topic C: Increased shareholder funding and other sources would likely have been available absent the Transaction		
Post-February developments indicate that increased shareholder funding and other sources would likely have been available absent the Transaction.[461]	Retrospective August–September evidence from CityFibre, [**REDACTED**], [**REDACTED**], [**REDACTED**] and [**REDACTED**] concerns the [**REDACTED**], the £[**REDACTED**] indication and [**REDACTED**]. [**REDACTED**].	• The CMA recognises that subsequent evidence requires caution where it may have been influenced by the Transaction.[462] It nevertheless relies almost entirely on retrospective statements from CityFibre, its shareholders and the adviser retained by [**REDACTED**] to facilitate new funding and an acquisition. These parties are not independent; they have a self-interest in the CMA prohibiting the Transaction. • Although qualified, conditional and not independent, this evidence is treated cumulatively as sufficient without independent corroboration or an explanation of the weight given to each source.
Since February 2026, CityFibre has obtained "significant additional funding	• [**REDACTED**] **letter, 15 July 2026:** shareholders [**REDACTED**].[466]	• The evidence came from CityFibre, its shareholders or the [**REDACTED**]. Their statements confirm that [**REDACTED**], conditional on a specific

[450] Interim Report, para 5.82.
[451] Interim Report, para 5.81. See generally paras 5.78–5.82.
[452] Interim Report, para 5.80.
[453] Interim Report, para 5.79. See generally paras 5.74–5.82 and 5.114–5.115.
[455] Interim Report, para 5.82.
[456] Annex SBS-00000966 of Substantial's Consolidated Index of Annexes.
[457] Annex SBS-00000971 of Substantial's Consolidated Index of Annexes.
[458] Annex SBS-00000178 of Substantial's Consolidated Index of Annexes, page 2.
[459] Annex SBS-00000176 of Substantial's Consolidated Index of Annexes, page 2.
[460] [**REDACTED**] Letter, page 2: Annex SBS-00000972 of Substantial's Consolidated Index of Annexes.
[461] Interim Report, paras 5.122–5.133 and 5.139.
[462] Interim Report, para 5.122.
[466] Interim Report, para 5.124.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
commitments" from its shareholders.[463] Investment from existing shareholders "could have increased to at least £[**REDACTED**] within a reasonable timeframe".[464] The CMA's overall conclusion relies on shareholder equity that "has since the Transaction was agreed increased to [**REDACTED**]".[465]	• **CityFibre submission, 5 August, and** [**REDACTED**]**:** shareholders indicated [**REDACTED**] for future M&A; [**REDACTED**].[467] • [**REDACTED**].[468] • [**REDACTED**]**call,** [**REDACTED**]**:** willing to increase its contribution, subject to due diligence and final transaction terms, and "would have been ready to increase its contribution if that would have enabled the deal to be reached".[469] • [**REDACTED**]: following CityFibre's failure to reach a deal with Substantial, [**REDACTED**] was willing to increase its contribution to £[**REDACTED**] million to ensure [**REDACTED**].[470] • [**REDACTED**].[471] • **Minority shareholders**: PJT told the CMA that CityFibre's [**REDACTED**].[472]	transaction and [**REDACTED**].[473] The description in para 5.136 of "significant additional funding commitments" is inconsistent with that evidence. • The later indication increased the proposed shareholder amount from £[**REDACTED**] to £[**REDACTED**]; it did not provide a new £[**REDACTED**]source. [**REDACTED**]'s increase followed CityFibre's failure to acquire Substantial and [**REDACTED**].[474] The CMA does not adequately address the evidence that the increase was influenced by the Transaction. • The only material increase came from [**REDACTED**]. [**REDACTED**] figure of £[**REDACTED**] and PJT's figure of [**REDACTED**][475] are not reconciled. • The CMA relies on the same funding in its competitive assessment, accepting that CityFibre may have more immediate funding to pursue alternative consolidation following the Transaction. CMA129 directs that such funding be examined in the competitive assessment rather than the counterfactual. As [**REDACTED**] increase in funding is a product of the Transaction, the CMA cannot also carry it back into the counterfactual. • CityFibre's trading update of 6 October 2026 describes the £900 million contribution as still "proposed". Press reports state that the funding is conditional on banks accepting haircuts on part of a £2 billion loan as part of CityFibre's major financial restructuring. • CityFibre has enough capital to [**REDACTED**],[476] indicating a [**REDACTED**] amount rather than [**REDACTED**] in February 2026.

[463] Interim Report, para 5.136.
[464] Interim Report, para 5.133.
[465] Interim Report, para 5.141(e). See generally paras 5.126–5.129, 5.133, 5.136 and 5.141(e).
[467] Interim Report, paras 5.126–5.127.
[468] Interim Report, paras 5.126–5.127.
[469] Interim Report, para 5.128.
[470] Interim Report, para 5.63(b).
[471] Interim Report, footnote 230.
[472] Interim Report, para 5.129.
[473] Interim Report, paras 5.126–5.128.
[474] Interim Report, para 5.63(b).
[475] Interim Report, para 5.126.
[476] Interim Report, para 5.127.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence

CityFibre was [**REDACTED**].[477] The CMA considers it "possible" that CityFibre could have [**REDACTED**], finds it unnecessary to decide the route, and states only that options to [**REDACTED**] "may have been available".[478] It considers that [**REDACTED**],[479] although it describes [**REDACTED**].[480]	• [**REDACTED**].[481]
	• [**REDACTED**].[482]
	• [**REDACTED**].[483]
		• The CMA relies on retrospective evidence from CityFibre and its adviser, not from [**REDACTED**]. Their evidence states that [**REDACTED**], CityFibre was [**REDACTED**]. [**REDACTED**].
		• The CMA also fails to address what the [**REDACTED**]. Its most recent audited accounts [**REDACTED**] letter referred to CityFibre's [**REDACTED**], and the [**REDACTED**].[484] [**REDACTED**].
		• The CMA converts a clearly self-interested party's prospective plan into evidence of likely funding without weighing its adverse implications. [**REDACTED**] would not provide consent from Substantial's lenders or replace Substantial debt that refused to roll.
		• Since the Interim Report:
		  • CityFibre's trading update of 6 October 2026 stated that its "capital structure needs to evolve". It also confirms that the £900 million shareholder equity indication remains "proposed".
		  • CityFibre is undergoing a major financial restructuring as it "seeks to stay afloat".[485] CityFibre has asked its lenders to accept partial write-downs on part of a £2 billion loan (on debts of close to £4 billion) in exchange for an equity stake. CityFibre wants the option to pay interest with additional debt, rather than cash, for the remaining portion of that loan. The £900 million shareholder contribution is not surplus capital available for acquisitions. It is the price of those lender concessions.
		  • CityFibre is under pressure to strike agreements with lenders, "or face creditors taking the keys as soon as next year".[486]

Topic D. Substantial may have accepted an offer below £2 billion		
Substantial would have accepted around £2 billion and may have accepted less absent	[**REDACTED**] offers and the accepted Transaction price; shareholder valuation materials; [**REDACTED**]; and evidence of Substantial's deteriorating outlook.[488]	• The CMA cites no direct evidence from Substantial's shareholder decision-makers that they would have accepted less than £2 billion from CityFibre or on what terms.[489] This contrasts with the retrospective evidence obtained from

[477] Interim Report, para 5.136.
[478] Interim Report, para 5.141(g).
[479] Interim Report, para 5.141(f).
[480] Interim Report, paras 5.117–5.118. See also paras 5.131–5.133, 5.136 and 5.141(f)–(g).
[481] Interim Report, para 5.131.
[482] Interim Report, para 5.131.
[483] Interim Report, para 5.132.
[484] Interim Report, paras 5.124 and 5.131.
[485] *Bloomberg*, "CityFibre Asks Banks to Restructure Debt and Fund M&A Deals", 15 October 2026.
[486] *Bloomberg*, "CityFibre Asks Banks to Restructure Debt and Fund M&A Deals", 15 October 2026.
[488] Interim Report, paras 5.69–5.72.
[489] Interim Report, para 5.72.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
the competitive bidding process, given its deteriorating standalone position.[487]		CityFibre, its shareholders and advisers about what CityFibre might have offered. • The CMA instead infers Substantial's reservation price from the [**REDACTED**] and its financial outlook, while accepting that it cannot determine any lower amount with "precision or certainty".[490] • Had the CMA asked Substantial's key decision-makers, they would have confirmed, as they have now, that [**REDACTED**]. DigitalBridge, Advencap and Soho Square explain that, [**REDACTED**].[491] • [**REDACTED**]. • [**REDACTED**].[492] • [**REDACTED**].[493]
The competitive bidding process may have increased the price above the amount Substantial would otherwise have accepted.[494]	• [**REDACTED**] **history**: CityFibre and the nexfibre Consortium [**REDACTED**].[495] Substantial later accepted the nexfibre Consortium's offer of approximately £2 billion after further bidding. • **Bid chronology**: nexfibre bid [**REDACTED**] EV on [**REDACTED**]; CityFibre bid [**REDACTED**] EV on [**REDACTED**]; on [**REDACTED**] nexfibre revised to [**REDACTED**] EV and CityFibre to [**REDACTED**] EV (non-binding); nexfibre offered [**REDACTED**] EV on [**REDACTED**], which Substantial accepted that day; [**REDACTED**], CityFibre submitted a revised EOI of [**REDACTED**] for [**REDACTED**]; CityFibre made a final offer of [**REDACTED**] EV on [**REDACTED**] and a revised [**REDACTED**] EV offer on [**REDACTED**].[496]	• The auction history does not establish that Substantial would have accepted less than £2 billion. The CMA does not estimate the amount by which competition allegedly increased the price. • The CMA's footnote records that CityFibre was already bidding [**REDACTED**] on [**REDACTED**], [**REDACTED**], yet Substantial accepted the nexfibre Consortium's £2.0 billion offer on [**REDACTED**]. Substantial preferred the [**REDACTED**], funded bid.[497] • CityFibre offered £[**REDACTED**], but Substantial selected the [**REDACTED**], fully funded nexfibre offer because CityFibre's [**REDACTED**] offer lacked committed funds; the CMA accepts this.[498] Funding certainty, deal deliverability and transaction terms, not headline price alone, determined acceptability. The funded nexfibre price therefore does not establish that Substantial would have accepted a lower price from a less creditworthy and unfunded CityFibre. • [**REDACTED**].[499]
Substantial's deteriorating outlook increased its incentive to sell and suggests	• **Shareholder valuations**: [**REDACTED**].[501]	• Direct valuation evidence points to a value of approximately £[**REDACTED**]. The CMA discounts those valuations because they used older rollout and

[487] Interim Report, paras 5.68–5.72, 5.138 and 5.141(d).
[490] Interim Report, para 5.138.
[491] Shareholders' Statement, 23 October, pages 3–4.
[492] Shareholders' Statement, 23 October, pages 3–4.
[493] Shareholders' Statement, 23 October, pages 3–4.
[494] Interim Report, paras 5.69, 5.72 and 5.141(d).
[495] Interim Report, para 5.69.
[496] Interim Report, para 5.20 and footnote 140.
[497] Interim Report, para 2.9(a) and footnote 140.
[498] Interim Report, para 5.82. See also Substantial's submissions at paras 5.23 and 5.50.
[499] Shareholders' Statement, 23 October, page 4.
[501] Interim Report, para 5.70 and footnote 235

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
that it may have accepted less than £2 billion. The CMA cites the "flexibility" shown by Substantial's shareholders when negotiating with CityFibre, including [**REDACTED**] and debt back-stop, as evidence of that incentive.[500]	• [**REDACTED**] **and Substantial evidence**: [**REDACTED**]. Substantial's outlook subsequently deteriorated further.[502]	revenue assumptions (the Gemini model assumed 4.2 million premises), but cites no updated valuation establishing a lower figure.[503] • [**REDACTED**] does not show that shareholders would have accepted an absolute price below £2 billion. A stronger incentive to sell does not determine the minimum acceptable price, particularly where the CMA accepts that standalone operation remained viable[504] and the shareholders [**REDACTED**]. • The debt backstop was [**REDACTED**]; CityFibre declined it.[505] The shareholders' evidence is that [**REDACTED**]. • Substantial's flexibility over [**REDACTED**] and [**REDACTED**] concerned transaction structure and deliverability; it did not amount to agreement to reduce the purchase price.
Topic E: Overall conclusion on CityFibre's ability to fund		
Taking the totality of the evidence in the round, the CMA provisionally concludes that CityFibre is "likely to have obtained the necessary funding" absent the Transaction.[506] In doing so, it finds that CityFibre had "feasible routes" to funding,[507] that "it is not possible to determine the precise amount" CityFibre would have been able to raise,[508] and that there is "some uncertainty" about the commercial terms and the amount and timing of funding sources.[509]	The combined evidence under Topics A to D, assessed "in the round".[510]	• The CMA's intermediate findings are possibilities — "at least feasible", "cannot be excluded", "unclear", "could", "may" and "possible" — none reaches a likelihood standard. Unlike in *Spreadex*, where uncertainties were "baked into" sub-findings each assessed as likely, the uncertainties here remain unresolved. • On the most generous reading of the contemporaneous evidence (£[**REDACTED**] of shareholder equity, approximately £[**REDACTED**] of ISP-sale proceeds and £[**REDACTED**]), identified funding totals £[**REDACTED**] against a £[**REDACTED**] requirement, leaving a £[**REDACTED**] shortfall. Adding the CMA's own figure of approximately £[**REDACTED**] of debt unlikely to roll increases the unresolved requirement to approximately £[**REDACTED**]. • [**REDACTED**]. Taking a separate illustrative scenario in which [**REDACTED**]% of the £[**REDACTED**] million of senior debt identified in the Interim Report [**REDACTED**], the [**REDACTED**] amount increases to approximately [**REDACTED**] and the resulting funding shortfall [**REDACTED**] to approximately £[**REDACTED**].

[500] Interim Report, para 5.141(b). See also paras 5.70–5.72, 5.138 and 5.141(a)–(b).
[502] Interim Report, paras 5.24 and 5.71–5.72.
[503] Interim Report, para 5.70 and footnote 236.
[504] Interim Report, para 5.45.
[505] Interim Report, para 5.115(d).
[506] Interim Report, para 5.139.
[507] Interim Report, para 5.134.
[508] Interim Report, para 5.137.
[509] Interim Report, para 5.142.
[510] Interim Report, para 5.139.

CMA finding	Evidence relied on by the CMA	Contrary or omitted evidence
		• These components are interdependent parts of one funding package, not alternative routes, which distinguishes *Cellnex/CK Hutchison*.