

MERGER BETWEEN CO-OPERATIVE GROUP (CWS) LIMITED AND UNITED CO-OPERATIVES LIMITED

**UNDERTAKINGS GIVEN BY CO-OPERATIVE GROUP (CWS) LIMITED TO THE
OFFICE OF FAIR TRADING
PURSUANT TO SECTION 73 OF THE ENTERPRISE ACT 2002**

WHEREAS:

- (a) CGL and United have amalgamated their respective societies by a transfer of engagements which has resulted in United's business enterprise being transferred to CGL and its members automatically becoming members of CGL following registration with the Financial Services Authority on 29 July 2007 (the "Merger");
- (b) The OFT believes that as a consequence of the Merger a relevant merger situation has been created;
- (c) The OFT has a duty to refer an anticipated merger to the CC for further investigation where it believes that it is or may be the case that the relevant merger situation in question may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services;
- (d) Under section 73 of the Act the OFT may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate, in particular, having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;
- (e) The OFT considers that, in the absence of appropriate undertakings, it would be under a duty to refer the Merger to the CC;
- (f) The OFT further considers that the undertakings given below by CGL are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which has or may have resulted from it, or may be expected to result from it, as identified in the OFT's decision dated 23 July 2007 (the "Decision");

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

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Effective date of the undertakings

- 1 These undertakings shall take effect from the date that, having been signed by CGL, they are accepted by the OFT.

Divestment of the Divestment Businesses

2.1 CGL shall, using its best endeavours and acting in good faith, as soon as reasonably practicable, effect to the satisfaction of the OFT the divestment of each of the Divestment Businesses as a going concern by the end of the Divestment Period to a purchaser approved by the OFT in accordance with the provisions of these undertakings.

2.2 Without prejudice to the generality of paragraph 2.1 above, CGL shall use all reasonable endeavours to ensure the transfer of Key Staff with the divestment of the Divestment Businesses;

2.3 CGL shall be deemed to have complied with the obligation at paragraphs 2.1 and 2.2 if, as soon as reasonably practicable and in any event by the end of the Divestment Period, it has entered into a legally binding agreement with a purchaser or purchasers approved in advance by the OFT in writing pursuant to these undertakings (or a legally binding agreement conditional on such approval) provided that the completion of the divestment of each of the Divestment Businesses contemplated by such agreement, if later than the end of the Divestment Period, takes place

- (a) within a period not exceeding two months after the approval of the relevant purchaser or purchasers by the OFT or,
- (b) within a period not exceeding 10 Working Days after all the necessary approvals and consents from third parties have been obtained,

whichever is later.

2.4 Without prejudice to the generality of paragraph 2.1 above, CGL shall take the following measures to the extent they may be necessary in the opinion of the OFT to effect the sale of the Divestment Businesses in accordance with the provisions of these undertakings:

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

- (e) where a trading name is common to a Specified Business and a Retained CGL or United Business, all necessary steps to effect the transfer of such trading name and, on completion of such transfer, CGL and United shall cease to use such trading name in connection with the CGL or United Business. To avoid doubt, in this case, nothing in this paragraph (e) shall be interpreted as (i) preventing or precluding CGL from using any Co-op/Co-operative/Funeralcare or similar brand used to denote co-operative branded stores or (ii) requiring CGL to transfer or licence such brand to a third party (other than on a short term, temporary basis).
- 2.5 In the event that CGL fails to divest one or more of the Divestment Businesses in accordance with paragraphs 2.1, 2.2 and 2.3 above, the OFT may, whether or not initiating the Trustee Functions set out below, require CGL to divest each and any of those Divestment Businesses as a going concern at no minimum price to a purchaser approved by the OFT.
- 2.6 CGL shall notify the OFT in writing of the identity of each proposed purchaser that makes an offer for any of the Divestment Businesses together with the value and terms of such offers as soon as reasonably practicable following the receipt of such offers and in any event within 10 Working Days of receipt of such offers.
- 2.7 CGL shall not transfer or dispose of any of Divestment Businesses in whole or part to United at any time.

Purchaser Approval

- 3.1 For the purposes of the OFT approving a proposed purchaser for any of the Divestment Businesses in accordance with these undertakings, CGL and/or any proposed purchaser shall, save as required or permitted by the OFT, satisfy the OFT that:
 - (a) the acquisition by the proposed purchaser of any of the Divestment Businesses remedies, mitigates or prevents the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it, or may be expected to result from it, in particular, having regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;
 - (b) the proposed purchaser is independent of and unconnected to CGL and/or United and the Group of Interconnected Bodies Corporate to which CGL and/or United belong and any Associated Person or Affiliate of CGL and/or United or such Group of Interconnected Bodies Corporate;
 - (c) the proposed purchaser has the financial resources, expertise (including the managerial, operational and technical capability) and

incentive to maintain and operate each of the Divestment Businesses it is proposing to purchase as a viable and active business in competition with CGL and United and other competitors;

- (d) the proposed purchaser is reasonably to be expected to obtain all necessary approvals, licences and consents from any regulatory or other authority including landlord's consent to the transfer of any leasehold interest; and
- (e) the acquisition by the proposed purchaser of any of the Divestment Businesses is not itself expected to result in a substantial lessening of competition within any market or markets in the UK.

3.2 The OFT may require CGL and/or a proposed purchaser to provide it with such information and documentation as it may reasonably require to satisfy the OFT that the proposed purchaser will fulfil the requirements in paragraph 3.1 above.

Appointment of a Trustee

4.1 The provisions of paragraphs 4.2 to 4.7 below shall apply only as long as CGL has not satisfied, or where the OFT has reasonable grounds for believing that CGL will not satisfy, all or any part of the obligation to divest each of the Divestment Businesses in accordance with paragraphs 2.1, 2.2 and 2.3 above.

4.2 Within 15 Working Days of the OFT notifying in writing CGL that it must do so, CGL shall propose to the OFT for approval:

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

4.3 CGL and/or any individuals nominated pursuant to paragraph 4.2 shall satisfy the OFT that, save as required or permitted by the OFT:

- (a) such nominated individuals are each EU nationals with the necessary qualifications to carry out their mandates, and employees or partners of an investment bank, bank, building society or law firm or accountancy firm with an established reputation either nationwide or in a substantial part of the UK or in another EU member state;
- (b) such nominated individuals are each independent of CGL and/or United and of the Group of Interconnected Bodies Corporate to which CGL and/or United belong and of any Associated Person or Affiliate of CGL and/or United or of such Group of Interconnected Bodies Corporate and of any proposed purchasers of the

Divestment Businesses to be sold pursuant to these undertakings, and, in the reasonable opinion of CGL, are appropriate to be appointed as Trustee; and

- (c) such nominated individuals neither are nor shall become exposed, either directly or indirectly, to a conflict of interest that impairs or may be likely to impair their objectivity or independence in discharging the Trustee Functions.

4.4 Within 20 Working Days of the OFT approving, at its discretion, one or more of the persons nominated by CGL and their proposed mandates pursuant to paragraph 4.2 above, and subject to any modifications the OFT deems necessary for the Trustee to carry out the Trustee Functions, CGL shall use its best endeavours to appoint from the persons so approved one person to carry out the Trustee Functions in accordance with the mandate approved by the OFT pursuant to paragraph 4.2.

4.5 In the event that:

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

CGL shall use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions on the terms of a mandate approved by the OFT. CGL shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT.

4.6 The appointment of the Trustee pursuant to paragraph 4.4 or 4.5 shall be irrevocable unless (a) a conflict of interest that impairs or may be likely to impair the objectivity or independence of the Trustee in discharging the Trustee Functions arises; (b) the Trustee ceases to perform its functions; or (c) the OFT is otherwise satisfied that there is good cause for the appointment to be terminated in advance of the satisfactory fulfilment of the Trustee Functions.

4.7 In the event that the appointment of the Trustee is terminated in accordance with paragraph 4.6 above, CGL shall, if requested to do so in writing by the OFT, use its best endeavours to appoint from persons nominated by the OFT one person to carry out the Trustee Functions in accordance with such mandate as is approved by the OFT. CGL shall use its best endeavours to make such appointment within seven Working Days of receiving the nominations from the OFT. Where required by the OFT, the outgoing Trustee shall continue as Trustee until a new Trustee is in place and a full handover of all relevant information has taken place.

The Mandate

5. The terms of the mandate proposed by CGL pursuant to paragraph 4.2 above shall, as a minimum, contain all provisions necessary to enable the Trustee to carry out the Trustee Functions including, without limitation to the generality of this paragraph:
 - (a) an exclusive, irrevocable mandate to sell any of the Divestment Businesses as required by paragraph 6.1 below to a purchaser or purchasers approved in writing in advance by the OFT at no minimum price and on such reasonable terms and conditions as the Trustee considers appropriate to effect an expedient sale;
 - (b) a mandate to take any other steps necessary for, or incidental to, the Trustee's mandate under sub-paragraph (a) above;
 - (c) a comprehensive power of attorney to the Trustee (including the authority to grant sub-powers of attorney to the Trustee's officers, employees and agents) to enable it to take all steps necessary or appropriate to effect the sale of such Divestment Businesses;
 - (d) a mandate to comply with any orders and/or directions given by the OFT; and
 - (e) a mandate to appoint at CGL's expense such advisers as the Trustee reasonably considers necessary or appropriate in connection with the performance of the Trustee Functions.

Functions of Trustee

- 6.1 The Trustee shall seek to procure, within such period as may be specified in writing by the OFT, the completion of the sale of the Divestment Businesses at no minimum price, to a purchaser or purchasers approved by the OFT in accordance with paragraph 6.3 below.
- 6.2 Without prejudice to the generality of paragraph 6.1, the Trustee shall take any of the measures set out in paragraph 2.4 above in relation to the Divestment Businesses to the extent to which such measures may be necessary to effect the divestment of the Divestment Businesses in accordance with that provision.
- 6.3 The Trustee shall not sell or permit the divestment of any of the Divestment Businesses to a proposed purchaser unless it has obtained the OFT's prior written approval in respect of the identity of that proposed purchaser. The Trustee shall notify the OFT of the identity of a proposed purchaser as soon as reasonably practicable prior to the signing of a legally enforceable agreement and in any event at least 20 Working Days in advance of the proposed completion of the proposed sale and purchase agreement in question.

- 6.4 Pending the divestment of the Divestment Businesses pursuant to paragraph 6.1 above, the Trustee shall monitor CGL's compliance with their obligations under paragraphs 7.1 and 7.2 of these undertakings and shall take such measures as it considers necessary to ensure such compliance.
- 6.5 The Trustee may give written directions to CGL to take such steps as may be specified or described in the directions for the purpose of securing CGL's compliance with its obligations under these undertakings or enabling the Trustee to carry out the Trustee Functions. The Trustee may not require CGL to:
- (a) offer any reverse premium or similar inducement to a purchaser; or
 - (b) accept any actual or contingent liability towards a purchaser or otherwise in connection with the divestment of the Divestment Businesses which would be unusual in scope, duration or financially having regard to the price and usual market practice in relation to similar disposals.
- 6.6 The Trustee shall, as soon as reasonably practicable, comply at all times with any reasonable instructions or written directions made by the OFT for the purposes of carrying out or securing compliance with the undertakings (or any matter incidental thereto) and shall provide to the OFT such information and reports in relation to the carrying out of the Trustee Functions as the OFT may require. The Trustee shall promptly report in writing to the OFT if the Trustee concludes on reasonable grounds that CGL is failing to comply with any of its obligations under these undertakings.
- 6.7 For the purpose of fulfilling the Trustee Functions, the Trustee shall not be bound by instructions of CGL nor shall the Trustee Functions be extended or varied in any way by CGL save with the prior express written consent of the OFT.

Obligations of CGL following appointment of Trustee

- 7.1 CGL shall not give any instruction or request to the Trustee which conflicts with the Trustee Functions.
- 7.2 CGL shall take all such steps as are reasonably necessary to enable the Trustee to carry out the Trustee Functions, including but not limited to (a) complying with such written directions as the Trustee may from time to time give pursuant to paragraph 6.5 above, and (b) providing the Trustee with all such assistance and information as it may reasonably require in carrying out the Trustee Functions.

Remuneration of Trustee

8. CGL shall pay the Trustee a reasonable remuneration for the services it provides in carrying out the Trustee Functions, and shall pay the Trustee in a way that does not impede the independent and effective fulfilment of

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

Interim Action

9. Pending the divestment of each of the Divestment Businesses to the satisfaction of the OFT in accordance with the provisions of these undertakings, CGL shall ensure that:
 - (a) without accepting any duty to make any substantial capital investment additional to investment arrangements in place at the time of the Merger, each of the Divestment Businesses is maintained as a going concern and sufficient resources are made available for the development of each of the Divestment Businesses on the basis of its pre-merger plans;
 - (b) except in the ordinary course of business, no substantive changes are made to the organisational structure of the Divestment Businesses or the management responsibilities within the Divestment Businesses;
 - (c) except with the prior written consent of the OFT, the Divestment Businesses are maintained and preserved, including facilities and goodwill;
 - (d) the nature, description, range and standard of goods and services currently supplied by the Divestment Businesses are maintained and preserved;
 - (e) the separate trading name and/or the separate sales or brand identity of each of the Divestment Businesses is maintained;
 - (f) except in accordance with paragraph 2.1, paragraph 2.2, paragraph 2.3, paragraph 2.5 or paragraph 6.1 above, no assets of the Divestment Businesses are disposed of, and no Interest in such assets is created or disposed of, other than in the ordinary course of business;
 - (g) there is no integration or, in the case of those Divestment Businesses that have been carried on by CGL prior to the Merger, no further integration of the information technology used by CGL and/or United with that used by any of the Divestment Businesses and the software and hardware platforms of the Divestment Businesses shall remain essentially unchanged, except for routine changes and maintenance;
 - (h) all reasonable steps are taken to encourage all Key Staff to remain with the Divestment Businesses; and

(i) to the extent it has not already occurred and except as detailed below, no Confidential Information relating to any of the Divestment Businesses shall pass, directly or indirectly from any of the Divestment Businesses (or any employees, directors, agents or Affiliates of the Divestment Businesses) to the CGL and/or United Business (or any of its employees, directors, agents or Affiliates), or vice versa, except where strictly necessary in the ordinary course of business or in any of the following circumstances:

(i) the transfer of any accounting information necessary to allow CGL 's Chief Executive, Chief Financial Officer and Group Secretary and the CGL Board to monitor and review the financial performance of the Divestment Businesses provided that such accounting information is not passed on to any other person within CGL;

(ii) the transfer of any information required in connection with CGL's dealings with the OFT;

(iii) the transfer of any information necessary for compliance with any statutory or accounting obligations to the extent that such compliance cannot be achieved separately by each of the businesses and including for the avoidance of doubt the compilation of consolidated accounts in line with CGL and United's existing accounting practices;

(iv) any steps necessary in order for CGL to comply with these undertakings;

provided that, upon divestment of any of the Divestment Businesses, any records or copies (electronic or otherwise) of Confidential Information held by CGL in relation to that Divestment Business (or vice versa) shall be returned to the relevant business and any copies destroyed.

Continued Separation

10.1 Except with the prior written consent of the OFT, following the divestment of each of the Divestment Businesses pursuant to paragraph 2.1, paragraph 2.2, paragraph 2.3, paragraph 2.5 or paragraph 6.1, CGL or any member of the Group of Interconnected Bodies Corporate to which CGL belongs:

(a) shall not, directly or indirectly, hold, acquire, re-acquire or use:

- (i) any Interest in that Divestment Business other than the reversionary interest of that Divestment Business that is divested by way of a leasehold interest;
 - (ii) any Interest in any company carrying on or having Control of that Divestment Business (other than any investments made in the ordinary course of the operation of any of the employee benefit and pension schemes of CGL or of any members of the Group of Interconnected Bodies Corporate to which CGL belong of not more than three per cent in aggregate of the issued equity share capital in any such company, whose shares are listed or dealt with on any recognised investment exchange, which carries no more than three per cent of the voting rights exercisable at meetings of such company); or
 - (iii) other than in the ordinary course of business, any of the assets of that Divestment Business;
- (b) shall procure that no employee or director of CGL or of any members of the Group of Interconnected Bodies Corporate to which CGL belongs holds or is nominated to any directorship or managerial position in that Divestment Business or any directorship or managerial position in any company or other undertaking carrying on or having Control of that Divestment Business without the OFT's prior written consent;
 - (c) shall not participate in the formulation of, or (other than in the ordinary course of business) influence or attempt to influence, the policy of that Divestment Business or of any company or other undertaking carrying on or having Control of that Divestment Business; and
 - (d) shall not enter into or carry out any agreement or arrangement with any person, if the carrying out of the agreement or arrangement is intended to result or will result in any Associated Person or Affiliate of CGL or of any member of the Group of Interconnected Bodies Corporate to which CGL belongs directly or indirectly acquiring that Divestment Business or doing any of the things listed in sub-paragraphs (a), (b) and (c) above.

Compliance

- 11.1 CGL shall comply promptly with such written directions as the OFT may from time to time give:
- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings; or

- (b) to do or refrain from doing anything so specified or described which CGL might be required by these undertakings to do or to refrain from doing.

11.2 CGL shall procure that any member of the same Group of Interconnected Bodies Corporate as CGL complies with these undertakings as if such member had given them and actions and omissions of the members of the same Group of Interconnected Bodies Corporate as CGL shall be attributed to CGL for the purposes of these undertakings.

11.3 Where any Affiliate of CGL is not a member of the same Group of Interconnected Bodies Corporate as CGL, CGL shall use its best endeavours to procure that any such Affiliate shall comply with these undertakings as if it had given them. CGL shall also use its best endeavours to procure that United shall comply with these undertakings as if it had given them.

Provision of Information

12. CGL shall furnish promptly to the OFT such information as the OFT considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these undertakings, including for the avoidance of doubt any confidential information.

Extension of time limits

13. The OFT may, where appropriate, in response to a written request from CGL showing good cause, or otherwise at its own discretion, grant an extension to any time period referred to in these undertakings.

Interpretation

14.1 The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.

14.2 References in these undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.

14.3 In these undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

14.4 For the purposes of these undertakings:

"Act" means the Enterprise Act 2002;

"Affiliate" of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the

meaning given in section 129(1) of the Act) that the first person carries on and any enterprise that the second person carries on from time to time would be regarded as being under common control for the purposes of section 26 of the Act;

"Associated Person" means a person or persons associated with CGL and/or United within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

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

"CC" means the Competition Commission;

"CGL" means Co-operative Group (CWS) Limited;

"CGL Business" means the business carried on by CGL including the Retained Business;

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

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

"Decision" means the OFT's decision on reference under section 33 of the Act given on 23 July 2007;

"divestment" shall include, in addition to the sale of freehold property, the transfer of a leasehold interest or the grant of a long lease on normal commercial terms of not less than 25 years duration and the word "divest" and its derivatives shall be construed accordingly; and "purchase", "purchaser", "acquire" and "acquisition" and "attempted divestment" shall be construed to include both freehold and leasehold transactions;

"Divestment Business" means each of the Specified Businesses comprising, in respect of each such Specified Business, the whole or substantially the whole of the rights, assets, interests and obligations of or associated with that business as operated immediately prior to the date of the Merger, including without prejudice to the foregoing, save as required or permitted by the OFT:

- (a) where capable of being transferred, all or substantially all tangible and intangible assets which contribute to the current operation or are necessary to ensure the viability or competitiveness of the Specified Business;

- (b) where capable of being transferred, all or substantially all licences, permits, consents and authorisations issued by any governmental organisation for the benefit of the Specified Business;
- (c) where capable of being transferred, all or substantially all contracts, leases, commitments and customer orders of or associated with the Specified Business;
- (d) where capable of being transferred, all trading names associated with the Specified Business; and
- (e) all customer, credit and other records of the Specified Business

together with any additional rights, assets, interests and/or obligations that CGL and/or United may wish to sell together with the above, subject to the OFT's prior approval in writing;

"Divestment Period" means the period of time determined by the OFT and notified in writing to CGL by the OFT;

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

"Interest" includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders' meetings; and for this purpose "an interest in shares" includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

"Key Staff" means staff in positions of executive or managerial responsibility and/or whose performance materially affects the viability of any Divestment Business;

"Merger" means the amalgamation by CGL and United of their respective societies by a transfer of engagements which resulted in United's business enterprise being transferred to CGL and its members automatically becoming members of CGL upon registration with the Financial Services Authority on 29 July 2007;

"OFT" means the Office of Fair Trading;

"Retained Business" means the businesses of CGL and United carried on at the date of the Merger but excluding the Divestment Businesses;

"Specified Business" means each of the businesses listed in Annex 1;

"Subsidiary" shall be construed in accordance with section 736 of the Companies Act 1985 (as amended), unless otherwise stated;

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

“Trustee Functions” means the functions set out in paragraph 6;

“United” means United Co-operatives Limited;

“United Business” means the business carried on by United including the Retained Business;

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

“Working Days” mean any days of the week other than a Saturday, Sunday or any other day that is a public holiday in England; and

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

FOR AND ON BEHALF OF CO-OPERATIVE GROUP (CWS) LIMITED

.....Signature

.....Name

.....Title

.....Date

Authorised Signatory

Annex 1

Specified Businesses

Local area in which substantial lessening of competition identified	Either	Or
<u>Retail pharmacy services</u> - Heckmondwike	<u>United branch:</u> 4 Batley Rd, Heckmondwike WF16 9NE	<u>CGL branches:</u> Heckmondwike Morrisons Superstore Union Street Heckmondwike WF16 0HL and Unit 8 The Northgate Retail Centre Heckmondwike WF16 9RL
<u>Retail pharmacy services</u> - Orrell	<u>United branch:</u> 56 Church street Orrell, Wigan WN5 8TQ	<u>CGL branch:</u> 259c Orrell Road Orrell, Wigan WN5 8NB
<u>Funeral services</u> - Bangor, Northern Ireland	<u>CGL branch:</u> Russells of Bangor 4a Holborn Avenue Bangor County Down BT20 5EH	<u>United branch:</u> John Gray 80 Central Avenue Bangor County Down BT20 3AU
<u>Funeral services</u> - Belfast, Northern Ireland	<u>CGL branches:</u> McConnell's Funeralcare 14 Scotch Quarter Carrickfergus County Antrim BT38 7DP and Wilton's 298 Shore Road Whitehouse, Newtownabbey County Antrim BT37 9RW and Co-operative Funeralcare 334 Ravenhill Road Belfast County Antrim BT6 8GL and Wilton's	<u>United branches:</u> Mulhollands 39-41 Irish Quarter South Carrickfergus BR38 8BL and John Gray & Co. 138 High Street Holywood BT18 9HW and Browns Houston & Williamson 438 Shore Road Newtownabbey BT37 9RU and James Brown And Sons 719 Upper Newtownards

Local area in which substantial lessening of competition identified	Either	Or
	<p>324-326 Woodstock Road Belfast County Antrim BT6 9DP</p> <p>and</p> <p>Co-operative Funeralcare 395-401 Shankhill Road Belfast County Antrim BT13 3AF</p>	<p>Road Belfast BT4 3NU</p> <p>and</p> <p>Houston & Williamson 117 Crumlin Road Belfast BT14 6AD</p> <p>and</p> <p>James Brown And Sons 300 Newtownards Road Belfast BT4 1HF</p> <p>and</p> <p>James Brown And Sons 535 Lisburn Road Belfast BT9 7GQ</p> <p>and</p> <p>James Elwood 139 Kingsway Dunmurry Belfast BT17 9RY</p>
<p><u>Funeral services</u> - Barnton</p>	<p><u>CGL branch:</u> F Hayes Windy Ways Lydyett Lane Barnton, Northwich Cheshire CW8 4JP</p>	<p><u>United branch:</u> G Lighfoot Witton Mews Timber Lane Northwich Cheshire CW9 5AQ</p>
<p><u>Funeral services</u> - West Yorkshire</p>	<p><u>CGL branches:</u> Co-operative Funeralcare 106 St Thomas Road Huddersfield West Yorkshire HD1 3LL</p> <p>and</p> <p>Co-operative Funeralcare 25 Clare Road Halifax West Yorkshire HX1 2JP</p>	<p>n/a</p>

Local area in which substantial lessening of competition identified	Either	Or
	<p>and</p> <p>Simpsons Funeral Service Parkfield Chapel of Rest South Lane Elland West Yorkshire HX5 0HQ</p> <p>and</p> <p>Charles Wood St John's Chapel of Rest Bramston Street, Brighouse West Yorkshire HD6 3AA</p>	
<p><u>Funeral services</u> - Sheffield</p>	<p><u>CGL branches:</u> Co-operative Funeralcare 88-90 Worksop Road Swallownest, Sheffield South Yorkshire S26 4WH</p> <p>and</p> <p>Co-operative Funeralcare 36 Hoyland Road Hoyland Common Barnsley West Yorkshire S74 0PB</p> <p>and</p> <p>AJ Smith 1 Main Street Greasbrough, Rotherham South Yorkshire S61 4PX</p>	<p><u>CGL branches:</u> Co-operative Funeralcare 88-90 Worksop Road Swallownest, Sheffield South Yorkshire S26 4WH</p> <p>and</p> <p>Co-operative Funeralcare 36 Hoyland Road Hoyland Common Barnsley West Yorkshire S74 0PB</p> <p>and</p> <p>Co-operative Funeralcare Clyde Villas Doncaster Road Rotherham South Yorkshire S65 2DA</p>
<p><u>Retail grocery services</u> - Ackworth</p>	<p>Co-operatives Group (CWS) Limited Barnsley Road Moortop Ackworth WF7 7NB</p>	<p>n/a</p>
<p><u>Retail grocery services</u> - Dodworth</p>	<p>United Co-operatives Limited High Street Dodworth Barnsley S75 3RF</p>	<p>n/a</p>
<p><u>Retail grocery services</u> - Moorthorpe</p>	<p>Co-operatives Group (CWS) Limited Barnsley Road Moorthorpe</p>	<p>n/a</p>

Local area in which substantial lessening of competition identified	Either	Or
	Pontefract WF9 2BP	
<u>Retail grocery services</u> - Amble	United Co-operatives Limited 1 Queen Street Amble NE65 0BX	Co-operatives Group (CWS) Limited 93 Queen Street Amble NE65 0DA
<u>Retail grocery services</u> - Haltwhistle	United Co-operatives Limited Aesica Road Fair Hill Haltwhistle NE49 0BQ	Co-operatives Group (CWS) Limited Main Street Haltwhistle NE49 9AH
<u>Retail grocery services</u> - Littleborough	United Co-operatives Limited 42-44 Harehill Road Littleborough OL15 9BA	Co-operatives Group (CWS) Limited Station Road Littleborough Rochdale OL15 8AF
<u>Retail grocery services</u> - Marsh & Salendine Nook	Co-operatives Group (CWS) Limited Westbourne Road, Marsh Huddersfield HD1 4LG	United Co-operatives Limited 114 Moorhill Lane Salendine Nook Huddersfield HD3 3XA
<u>Retail grocery services</u> - New Mills	Co-operatives Group (CWS) Limited Church Road New Mills SK22 4NG	United Co-operatives Limited Torr Topp Street New Mills SK22 4BS