

**COMPLETED ACQUISITION BY ENTERTAINMENT UK LIMITED
OF BERTRAM GROUP LIMITED**

Undertakings given by Woolworths Group Plc, Entertainment UK Limited and Total Home Entertainment Distribution Limited to the Competition Commission pursuant to section 80 of the Enterprise Act 2002

Whereas, on 3 April 2007, the OFT made a reference to the Competition Commission under section 22 of the Act concerning the completed acquisition by Entertainment UK Limited of Bertram Group Limited (Bertram);

And whereas the Competition Commission (CC) wishes to ensure that no action is taken pending final determination of the reference which might prejudice that reference or impede the taking of any action by the CC under Part 3 of the Act which might be justified by the CC's decisions on the reference;

And whereas the reference has not been finally determined in accordance with section 79(1) of the Act;

And whereas, on 4 April 2007, the CC adopted the Interim Undertakings which Woolworths Group Plc gave to the OFT on 28 February 2007, pursuant to 71 of the Act, and the Interim Undertakings are still in force;

And whereas, since Entertainment UK Limited (EUK) is the subsidiary of Woolworths Group Plc (Woolworths) which acquired Bertram, retains direct responsibility for Bertram as Bertram's immediate parent company, and which operates a related business, EUK is required to undertake directly to comply with the Interim Undertakings;

And whereas, since Total Home Entertainment Distribution Limited (THE) is another subsidiary of Woolworths which operates a related business to that carried on by EUK and Bertram, THE is required to undertake directly to comply with the Interim Undertakings;

And whereas EUK and THE may take reasonable steps in the ordinary course of business to combine the separate business of EUK with the separate business of THE, provided always that any combined business of EUK and THE is maintained and preserved as a separate business which competes effectively with Bertram's business;

Now **Woolworths Group Plc, Entertainment UK Limited and Total Home Entertainment Distribution Limited** hereby give to the CC the following undertakings pursuant to section 80 of the Act for the purpose of preventing pre-emptive action.

Management of the parties' respective businesses until final determination of proceedings

1. Except with the prior written consent of the CC, Woolworths, EUK and THE undertake that they will not during the specified period take any action which might prejudice the reference concerned or impede the taking of any action under the Act by the CC or other party which may be justified by the CC's decisions on the reference, including any action which might:
 - (a) lead to the integration of Bertram's business with the business of Woolworths or any of its subsidiaries (including the business(es) of EUK and THE);

- (b) transfer the ownership or control of Bertram's business; or
 - (c) otherwise impair the ability of Bertram's business to compete independently in any of the markets affected by the acquisition.
2. Further and without prejudice to the generality of paragraph 1, Woolworths, EUK and THE will at all times during the specified period, procure that except with the prior written consent of the CC:
- (a) Bertram's business is carried on separately and under a separate brand identity from the businesses of Woolworths, EUK and THE, and that separate sales by Bertram's business are maintained;
 - (b) Bertram's business is maintained as a going concern separate from the businesses of Woolworths, EUK and THE, and sufficient resources are made available for the development of the Bertram's business, and the businesses of EUK and THE on the basis of the business plans for EUK and THE existing before the acquisition of Bertram;
 - (c) except in the ordinary course of business, no substantive changes are made to the key staff or organizational structure of Bertram's business, or to the management responsibilities within Bertram's business;
 - (d) except in the ordinary course of Bertram's business:
 - (i) the assets of Bertram's business are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of Bertram's business are disposed of; and
 - (iii) no interest in the assets of Bertram's business is created or disposed of;
 - (e) the nature, description, range and quality of goods and/or services currently supplied in the United Kingdom by each of Bertram's business on the one hand and the businesses of EUK and THE on the other hand are maintained and preserved;
 - (f) there is no integration of the information technology of Bertram's business with the information technology of the businesses of Woolworths, EUK and THE, and the software and hardware platforms of Bertram's business shall remain unchanged, except for routine changes and maintenance;
 - (g) the customer and supplier lists of each of Bertram's business and the businesses of EUK and THE shall be operated and updated separately and any negotiations with Bertram's customers and suppliers in relation to Bertram's business will be carried out by Bertram's business alone and for the avoidance of doubt Woolworths, EUK and THE will not negotiate on behalf of Bertram or enter into any joint agreements with Bertram;
 - (h) as between Bertram's business and the businesses of EUK and THE, all existing contracts continue to be serviced by the business to which they were awarded;
 - (i) no key staff are transferred between Bertram's business and the businesses of Woolworths, EUK or THE;
 - (j) all reasonable steps are taken to encourage all key staff of Bertram's business, and the businesses of EUK and THE, to remain with the business in relation to

which they were employed prior to the merger, and to recruit suitable replacements for any key positions in Bertram's business which become vacant; and

- (k) further to and without prejudice to the generality of paragraphs (c) and (j) above:
- (i) Terry Reilly will retain his current responsibilities as Chief Executive of Bertram and will continue to fulfil that role without a formal reporting line to Woolworths, EUK or THE (or any of their employees, directors, agents or affiliates) until final determination of the reference;
 - (ii) Lloyd Wigglesworth will retain his current responsibilities as Managing Director of EUK and will continue to fulfil that role with a formal reporting line to Trevor Bish-Jones, Woolworths Group Chief Executive until final determination of the reference;
 - (iii) Graham Rand will remain an employee of THE, and will continue to fulfil his current responsibilities as THE's Senior Manager with a formal reporting line to Ian Foster, Commercial Director of EUK; and
 - (iv) Elisha Kelly will remain an employee of THE, and will continue to fulfil her current responsibilities as THE's Senior Projects Manager with a formal reporting line to Mike Thomas, Supply Chain Director at EUK;
- (l) In order to enhance further the protective effect of the restrictions in paragraphs 2(n) and 2(o) below, until final determination of the reference, effective Confidentiality Agreements are entered into by, and remain in place with:
- (i) Lloyd Wigglesworth in respect of any Confidential Information concerning Bertram which he receives, or becomes aware of, in the course of his duties as Managing Director of EUK;
 - (ii) Terry Reilly in respect of any Confidential Information concerning Woolworths or any of its subsidiaries (including EUK and THE) which he receives, or becomes aware of, in the course of his duties as Chief Executive of Bertram;
 - (iii) Graham Rand in respect of any Confidential Information concerning Bertram which he receives, or becomes aware of, in the course of his duties as THE's Senior Manager;
 - (iv) Elisha Kelly in respect of any Confidential Information concerning Bertram which she receives, or becomes aware of, in the course of her duties as THE's Senior Projects Manager;
 - (v) Graham Barnetson in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Finance and IT Director for EUK; and
 - (vi) Jonathan Bloom in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as in-house counsel for Woolworths and its subsidiaries;
 - (vii) Ian Hendrie in respect of any Confidential Information concerning Woolworths or any of its subsidiaries (including EUK and THE) which he

receives, or becomes aware of, in the course of his duties as Finance Director for Bertram;

- (viii) Stephen East in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Group Finance Director for Woolworths;
 - (ix) Simon Atkinson in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Group Treasurer for Woolworths;
 - (x) Scott Morton in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Group Reporting Manager for Woolworths;
 - (xi) Richard Darwent in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Head of Finance for EUK;
 - (xii) Henry Pepperall in respect of any Confidential Information concerning Bertram's business which he receives, or becomes aware of, in the course of his duties as Financial Accountant for EUK; and
 - (xiii) Kathryn Tiller in respect of any Confidential Information concerning Bertram's business which she receives, or becomes aware of, in the course of her duties as Assistant Financial Accountant for EUK;
- (m) no Confidential Information (as defined in paragraph (n) below) regarding Bertram's business will be solicited, or otherwise procured from, Terry Reilly, Lloyd Wigglesworth, Graham Barnetson or any person employed by or on behalf of Bertram, except as permitted in paragraph (o) below;
- (n) except as provided in paragraph (o) below, no business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to Bertram's business ('Confidential Information') shall pass, directly or indirectly, from Bertram's business (or any of their employees, directors, agents or affiliates) to Woolworths, EUK or THE (or any of their employees, directors, agents or affiliates) or vice versa, except where strictly necessary in the ordinary course of business and on the basis that, should the merger be prohibited, any records or copies (electronic or otherwise) of such information wherever they may be held will be returned to the relevant business and any copies destroyed other than as may be required for the purposes of regulatory compliance under applicable law; and
- (o) notwithstanding the undertaking set out in paragraph (n) above, and subject to Confidentiality Agreements being entered into and remaining in place, the flow of Confidential Information from Bertram's business (or any of its employees, directors, agents or affiliates) to EUK (or any of its employees, directors, agents or affiliates) is permitted in the circumstances specified in Appendix I.

Compliance

3. Woolworths shall procure that each of its subsidiaries complies with these undertakings as if it had given them.

4. Woolworths, EUK and THE shall forthwith provide to the CC such information or statement of compliance as the CC may from time to time require for the purposes of monitoring compliance by Woolworths, EUK, THE and any other subsidiaries of Woolworths with these undertakings. In particular, on the 1 June 2007 and subsequently on the first and fourteenth day of each month, (or, where the first or fourteenth day does not fall on a working day, the first working day thereafter) the Chief Executives of Woolworths and EUK and the Senior Manager of THE shall provide a fortnightly statement to the CC on behalf of each company confirming compliance with these undertakings in the form set out in Appendix II to these Undertakings.
5. Woolworths and EUK shall procure that Bertram's Chief Executive shall provide a fortnightly report to the CC in the form set out in Appendix III to these undertakings or such other information as the CC may from time to time require for the purposes of monitoring compliance by Bertram with these undertakings. These reports should be provided directly to the CC on 1 June 2007 and subsequently on the first and fourteenth day of each month, (or, where the first or fourteenth day does not fall on a working day, the first working day thereafter) and signed by Terry Reilly;
6. Woolworths and all its subsidiaries shall comply insofar as each is able with such written directions as the CC may from time to time give to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these undertakings.

Interpretation

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

8. For the purposes of these undertakings:

'the acquisition' means the acquisition by EUK of Bertram, completed on 1 February 2007;

'the Act' means the Enterprise Act 2002;

'an affiliate' of a person is another person who satisfies the following condition, namely that any enterprise (which, in this context, has the meaning given in section 129(1) of the Act) that the first person carries on from time to time and any enterprise that the second person carries on from time to time would be regarded as being under the common control for the purposes of section 26 of the Act;

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

'the CC' means the Competition Commission;

'control' includes the ability directly or indirectly to control or materially to influence the policy of a body corporate or the policy of any person in carrying on an enterprise but without having a controlling interest in that body corporate or in that enterprise, and in the case of a body corporate, a person shall for the purposes of these undertakings be deemed to control it if he holds, or has an interest in, shares of that body corporate which amount to 10 per cent or more of its issued share capital or which carry 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;

'the decisions' means the decisions of the CC on the questions which it is required to answer by virtue of section 35 of the Act;

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

'the OFT' means the Office of Fair Trading;

'the ordinary course of business' means matters connected to the day-to-day supply of goods and/or services by Bertram and does not include matters involving significant changes to the organizational structure or related to the post-merger integration of Bertram;

'the specified period' means the period beginning on the date of these undertakings and terminating when the reference is finally determined in accordance with sections 79(1) and (2) of the Act;

'subsidiary', unless otherwise stated, has the meaning given by section 736 of the Companies Act 1985 (as amended);

'Woolworths' means WOOLWORTHS GROUP plc;

'the business of Woolworths' means the business of Woolworths and its subsidiaries carried on as at 1 February 2007;

'EUK' means ENTERTAINMENT UK Limited;

'the business of EUK' means the business of EUK and its subsidiaries carried on as at 1 February 2007;

'THE' means TOTAL HOME ENTERTAINMENT DISTRIBUTION Limited;

'the business of THE' means the business of THE and any subsidiaries carried on as at 1 February 2007;

'Bertram' means BERTRAM GROUP Limited;

'Bertram's business' means the business of Bertram and its subsidiaries carried on as at 1 February 2007;

'the business(es) of EUK and THE' means the separate businesses of EUK and THE as at 1 February 2007 (as defined above) or any joint business of EUK and THE which may result from any reasonable steps taken in the ordinary course of business to combine the business of EUK with the business of THE, provided always that any combined business of EUK and THE is maintained and preserved as a business which competes effectively with Bertram's business;

and

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

FOR AND ON BEHALF OF **WOOLWORTHS**

.....	Signature	.....	Signature
.....	Name	.....	Name
.....	Title	.....	Title
.....	Date	.....	Date

FOR AND ON BEHALF OF **EUK**

.....	Signature	.....	Signature
.....	Name	.....	Name
.....	Title	.....	Title
.....	Date	.....	Date

FOR AND ON BEHALF OF **THE**

.....	Signature	.....	Signature
.....	Name	.....	Name
.....	Title	.....	Title
.....	Date	.....	Date

Confidential Information

1. For the purpose of the Undertakings (paragraph 2(o) refers), the flow of Confidential Information is permitted, where:
 - (a) in order for Woolworths to provide adequate finance support to Bertram and to make appropriate provisions for such transfers in Woolworths' group accounts, Woolworths requires the following Confidential Information:
 - (i) Summary Bertram Group Consolidated Management Accounts (being a monthly report against the 6+6 trading forecast); and
 - (ii) Bertram's cash requirements as necessary in the ordinary course of business to support working capital and capital expenditure.
 - (b) Confidential Information (as identified in paragraph 1(a) above) shall pass between Bertram and Woolworths in the following manner:
 - (i) Ian Hendrie (Finance Director at Bertram) may provide Summary Bertram Group Consolidated Management Accounts to Stephen East (Group Finance Director) and Scott Morton (Group Reporting Manager) of Woolworths, provided always that this accounting material is not transmitted to EUK, nor available to Mr Wigglesworth at Woolworths Board level;
 - (ii) Ian Hendrie may transmit details of Bertram's cash requirements to Simon Atkinson (Group Treasurer) and Stephen East as is necessary in the ordinary course of business; and
 - (iii) the details of any resulting cash transfers made pursuant to sub-clause (b)(ii) above may be made available to Graham Barnetson (EUK Finance and IT Director), Richard Darwent (EUK Head of Finance), Henry Pepperall (EUK Financial Accountant), Kathryn Tiller (Assistant Financial Accountant).

Compliance statement for Woolworths

I [insert name] confirm on behalf of Woolworths that in the period from [insert date] to [insert date]:

- (a) Woolworths has complied with the undertakings given by it and accepted by the CC on [date] (the Undertakings).
- (b) Woolworth's subsidiaries (specifically including EUK and THE) have also complied with the Undertakings.
- (c) No action has been taken by Woolworths or its subsidiaries (specifically including EUK and THE) that will impede the taking of any action by the CC which may be justified by its decision on the reference.
- (d) Woolworths and its subsidiaries remain in full compliance with the Undertakings and have procured that Bertram's Chief Executive Officer provides a fortnightly report to the CC in the prescribed form, or such other information as the CC may from time to time require for the purposes of monitoring compliance by Bertram with these undertakings, in accordance with paragraph 5 thereof.
- (e) Bertram's business has been maintained as a going concern and sufficient resources have been made available for the development of Bertram's business, on the basis of its pre-merger business plans.
- (f) Bertram's business's customer and supplier lists have been operated and updated purely for the purposes of Bertram's business without any involvement of Woolworths or its subsidiaries.
- (g) All customer and supplier negotiations for Bertram's business have been carried out independently of Woolworths and its subsidiaries.
- (h) There have, to the best of my knowledge and belief, been no substantive changes to the nature, description, range and quality of any goods and/or services currently supplied in the United Kingdom by Bertram's business.

Assets—including facilities and goodwill

- (i) Except in the ordinary course of business and to the best of my knowledge and belief, none of the assets of Bertram's business have been disposed of.
- (j) Except in the ordinary course of business and to the best of my knowledge and belief, no interest in the assets of Bertram's business has been created or disposed of.
- (k) Except in the ordinary course of business and to the best of my knowledge and belief, all of the assets of Bertram's business have been maintained and preserved as they were before the merger.

Contracts

(l) To the best of my knowledge and belief, all existing contracts awarded to Bertram’s business continue to be serviced by Bertram’s business.

Information technology systems

(m) To the best of my knowledge and belief, there have been no changes to the software and hardware platforms of Bertram’s business, beyond routine changes and maintenance.

Staff

(n) To the best of my knowledge and belief, no changes have been made to or to the key staff or the organizational structure of Bertram’s business or to the management responsibilities within Bertram’s business.

Material developments

(o) To the best of my knowledge and belief, and except as listed in paragraph (p) below there have been no breakdowns in Bertram’s work processes which have halted distribution or other services for more than 24 hours, or changes in Bertram’s business’ arrangements which have affected the working pattern of more than five Bertram employees;

(p) [List of material developments]

Confidential Information

(q) No business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature (defined as ‘Confidential Information’ in paragraph 2(n) of the Undertakings) relating to the two businesses has passed, directly or indirectly, from Bertram (or any of its employees, directors, agents or affiliates) to Woolworths, EUK or THE (or any of their employees, directors, agents or affiliates), or vice versa, save as permitted in Appendix I of the Undertakings.

FOR AND ON BEHALF OF **WOOLWORTHS**

Signature

Name

Title

Date

Compliance statement for EUK

I [insert name] confirm on behalf of EUK and its subsidiaries [insert name(s)] that to the best of my knowledge and belief in the period from [insert date] to [insert date]:

- (a) EUK has complied with the undertakings given by it and accepted by the CC on [date] (the Undertakings).
- (b) No action has been taken by EUK that will impede the taking of any action by the CC which may be justified by its decision on the reference.
- (c) EUK remains in full compliance with the Undertakings and has procured that Bertram's Chief Executive Officer provides a fortnightly report to the CC in the prescribed form, or such other information as the CC may from time to time require for the purposes of monitoring compliance by Bertram with these undertakings, in accordance with paragraph 5 thereof.
- (d) Bertram's business has been maintained as a going concern and sufficient resources have been made available for the development of Bertram's business, on the basis of its pre-merger business plans.
- (e) Bertram's business's customer and supplier lists have been operated and updated purely for the purposes of Bertram's business without any involvement of EUK.
- (f) All customer and supplier negotiations for Bertram's business have been carried out independently of EUK.
- (g) There have been no substantive changes to the nature, description, range and quality of any goods and/or services currently supplied in the United Kingdom by EUK's business.

Assets—including facilities and goodwill

- (h) Except in the ordinary course of business, none of the assets of EUK's business have been disposed of.
- (i) Except in the ordinary course of business, no interest in the assets of EUK's business has been created or disposed of.
- (j) Except in the ordinary course of business, all of the assets of EUK's business have been maintained and preserved as they were before the merger.

Contracts

- (k) All existing contracts awarded to EUK's business continue to be serviced by EUK's business.

Information technology systems

(l) There have been no changes to the software and hardware platforms of EUK’s business, beyond routine changes and maintenance.

Staff

(m) No changes have been made to or to the key staff or the organizational structure of EUK’s business or to the management responsibilities within EUK’s business.

Material developments

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

- (i) breakdowns in EUK’s work processes which have halted distribution or other services for more than 24 hours, or changes in EUK’s business’ arrangements which have affected the working pattern of more than five EUK employees;
- (ii) substantial customer volumes won or lost for EUK’s business and no substantial changes to EUK’s business’s customer contracts; or
- (iii) substantial changes in EUK’s business contractual arrangements with key suppliers.

(o) [List of material developments]

Confidential Information

(p) No business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature (defined as ‘Confidential Information’ in paragraph 2(n) of the Undertakings) relating to the two businesses has passed, directly or indirectly, from Bertram (or any of its employees, directors, agents or affiliates) to EUK (or any of its employees, directors, agents or affiliates), or vice versa, save as permitted in Appendix I of the Undertakings.

FOR AND ON BEHALF OF **EUK**

Signature

Name

Title

Date

Compliance statement for THE

I [insert name] confirm on behalf of THE that to the best of my knowledge and belief in the period from [insert date] to [insert date]:

- (a) THE remains in full compliance with the Undertakings given by it and accepted by the CC on [date] (the Undertakings).
- (b) No action has been taken by THE that will impede the taking of any action by the CC which may be justified by its decision on the reference.
- (c) In so far as THE is aware, Bertram's business has been maintained as a going concern and sufficient resources have been made available for the development of Bertram's business, on the basis of its pre-merger business plans.
- (d) THE's business's customer and supplier lists have been operated and updated purely for the purposes of THE's business without any involvement of Bertram.
- (e) All customer and supplier negotiations for THE's business have been carried out independently of Bertram.

Assets—including facilities and goodwill

- (f) Except in the ordinary course of business, none of the assets of THE's business have been disposed of.
- (g) Except in the ordinary course of business, no interest in the assets of THE's business has been created or disposed of.
- (h) Except in the ordinary course of business, all of the assets of THE's business have been maintained and preserved as at the date of the Undertakings.

Contracts

- (i) All existing contracts awarded to THE's business continue to be serviced by THE's business.

Information technology systems

- (j) There have been no changes to the software and hardware platforms of THE's business, beyond routine changes and maintenance.

Staff

- (k) No changes have been made to or to the key staff or the organizational structure of THE's business or to the management responsibilities within THE's business since the date of the Undertakings.

Material developments

- (l) Except as listed in paragraph (m) below there have been no:
 - (i) breakdowns in THE's work processes which have halted distribution or other services for more than 24 hours, or changes in THE's business's arrangements which have affected the working pattern of more than five THE employees;
 - (ii) substantial customer volumes won or lost for THE's business and no substantial changes to THE's business' customer contracts; or
 - (iii) substantial changes in THE's business contractual arrangements with key suppliers.

- (m) [List of material developments]

Confidential Information

- (n) No business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature (defined as 'Confidential Information' in paragraph 2(n) of the Undertakings) relating to the two businesses has passed, directly or indirectly, from Bertram (or any of its employees, directors, agents or affiliates) to THE (or any of its employees, directors, agents or affiliates), or vice versa, save as permitted in Appendix I of the Undertakings.

FOR AND ON BEHALF OF **THE**

Signature

Name

Title

Date

Compliance statement for BERTRAM

I, Terry Reilly, confirm on behalf of Bertram that to the best of my knowledge and belief in the period from [*insert date*] to [*insert date*]:

Independent operation of Bertram

- (a) Bertram's business has been maintained as a going concern with sufficient resources available for business development, on the basis of Bertram's pre-merger business plans;
- (b) Bertram's business has operated and updated its customer lists purely for the purposes of Bertram's business without any involvement of Woolworths or its subsidiaries (including THE);
- (c) All customer negotiations have been carried out independently of Woolworths and its subsidiaries (including THE) except the following:
 - (negotiation topic, parties, customer and any other people present, summary of outcome, parties to the agreement);
- (d) Except for in the ordinary course of business, there have been no significant changes to the nature, description, range and quality of any goods and/or services currently supplied in the United Kingdom by the Bertram business except the following:
 - (detail change, reason for change and confirm that this is not a measure that will further integrate Bertram's business with Woolworths or any of its subsidiaries (including THE) or impede Bertram's ability to operate independently and competitively).

Assets—including facilities and goodwill

- (e) Except for in the ordinary course of business, none of the assets of Bertram's business have been disposed of except the following:
 - (detail change, reason for change and confirm that this is not a measure that will further integrate Bertram and Woolworths or any of its subsidiaries (including THE) or impede Bertram's ability to operate independently and competitively);
- (f) No interest in the assets of Bertram's business has been created or disposed of except the following:
 - (detail change, reason for change and confirm that this is not a measure that will further integrate Bertram and Woolworths or any of its subsidiaries (including THE) or impede Bertram's ability to operate independently and competitively);
- (g) Other than as specified in (e) and (f) above, all of the assets have been maintained as they were before the merger.
- (h) All existing contracts of substantial importance to Bertram's business continue to be serviced by the supplier to which they were awarded except the following:

- (Name original contract party, name new contract party, detail change, reason for change and confirm that this is not a measure that will further integrate Bertram and Woolworths or any of its subsidiaries (including THE) or impede Bertram's ability to operate independently and competitively);

Information Technology Systems

- (j) There have been no changes to the software and hardware platforms of Bertram's business, beyond routine changes and maintenance except for:
- (detail change, reason for change and confirm that this is not a measure that will further integrate Bertram and Woolworths or any of its subsidiaries (including THE) or impede Bertram's ability to operate independently and competitively);

Material developments

- (j) No key staff have left or joined Woolworths or any of its subsidiaries from Bertram's business except the following:
- (insert name, position, reason for departure or recruitment, previous position);
- (k) There have been no breakdowns in Bertram's work processes which have halted distribution or other services for more than 24 hours, or changes in Bertram's business's arrangements which have affected the working pattern of more than five Bertram employees except the following:
- (insert details)
- (l) There have been no substantial customer volumes won or lost for Bertram's business and no substantial changes to Bertram's business's customer contracts except the following:
- (insert details of significant volumes won or lost, or any other significant changes in contractual arrangements with customers);
- (m) There have been no substantial changes in Bertram's business contractual arrangements with key suppliers except the following:
- (insert details);

Confidentiality

- (n) The following staff are subject to confidentiality agreements:
- (name, title, role)
- (o) There have been no matters or issues concerning the use and enforcement of confidentiality agreements as provided for in paragraph 2(l) of the undertakings except:
- (detail any breaches of the confidentiality agreements, sanctions and action taken to remedy consequences of breach);

FOR AND ON BEHALF OF **BERTRAM**

Signature

Name

Title

Date