

Competition Commission Adoption of Undertakings

IN THE MATTER of the reference to the Competition Commission dated 13 September 2006 relating to the acquisition by Noble Foods Limited of the majority of the shares in Deans Foods Group Limited and Stonegate Farmers Limited.

Whereas on 13 September 2006 the Office of Fair Trading ("OFT") made the reference to the Competition Commission ("CC") under section 22 of the Enterprise Act 2002 ("the Act"):


And whereas prior to making the reference the OFT, for the purpose of preventing pre-emptive action, accepted the undertakings reproduced in the Annex below ("the Undertakings") from Stonegate Farmers Limited and Deans Foods Group Limited on 22 August 2006 in accordance with section 71(2) of the Act:

And whereas the reference has not been finally determined:

And whereas the Undertakings are still in force:

Now the CC hereby adopts the Undertakings in accordance with section 80(3) of the Act for the purpose of preventing pre-emptive action, to ensure that no action is taken which might prejudice the reference or impede the taking of any action by the CC under Part 3 of the Act which maybe justified by the CC's decision on the reference:

Signed by authority of the CC



Peter Freeman
Chairman
14 September 2006

UNDERTAKINGS GIVEN BY STONEGATE AND DEANS (THE PARTIES) TO THE OFFICE OF FAIR TRADING PURSUANT TO SECTION 71 OF THE ENTERPRISE ACT 2002

Subject to the matters referred to in the letter from Michael Hutchings to the OFT dated 10 August 2006, the parties hereby give to the OFT the following undertakings in respect of the merger between Stonegate and Deans pursuant to section 71 of the Enterprise Act 2002 for the purpose of preventing pre-emptive action.

Management of the parties' respective businesses until determination of proceedings

1. Except with the prior written consent of the OFT, the parties undertake that they will not during the specified period take any action which might:
 - (a) lead to the integration of the Stonegate business with the Deans business;
 - (b) transfer the ownership or control of the Stonegate business or the Deans business or any of their subsidiaries;
 - (c) otherwise impair the ability of the parties to compete independently in any of the markets affected by the acquisition;
 - (d) prejudice the reference to the CC or impede the taking of any action under the Act which may be justified by the CC's decisions on the reference.

2. Without prejudice to the generality of paragraph 1, the parties will at all times during the specified period, procure that except with the prior written consent of the OFT:
 - (a) the Stonegate business is carried on separately and under a different name from the Deans business;
 - (b) the Stonegate and Deans businesses are maintained as going concerns;
 - (c) the nature, description, range and standard of the supply of eggs in the United Kingdom by each of the Stonegate business and the Deans business are maintained and preserved;
 - (d) there is no integration of the information technology of the Stonegate business and the Deans business and the software and hardware platforms of the Stonegate business and the Deans business shall remain essentially unchanged, except for routine changes and maintenance;
 - (e) no key staff are transferred between the two businesses;
 - (f) to the extent it has not already occurred prior to the date of these undertakings, no business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature relating to the two businesses shall pass, directly or indirectly between the Stonegate business and the Deans business (or any of their employees, directors, agents or affiliates), 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;
 - (g) except in the ordinary course of business:
 - (i) no substantive changes are made to the organisational structure of each of the Stonegate and Deans businesses or the management responsibilities within each of the Stonegate and Deans businesses;

- (ii) none of the assets of the Stonegate and Deans businesses or any of the Peter Dean assets are disposed of; and
- (iii) no interest in the assets of the Stonegate and Deans business or in any of the Peter Dean assets are created or disposed of;
- (iv) the assets of the Stonegate and Deans businesses and the Peter Dean assets are maintained and preserved, including facilities and goodwill.

Compliance

3. The parties will procure that each of their subsidiaries complies with these undertakings as if those subsidiaries had themselves so undertaken.
4. The parties will forthwith provide to the OFT such information as it may from time to time require for the purposes of monitoring compliance by the parties and their subsidiaries with these undertakings.
5. The parties will comply insofar as they are able with such written directions as the OFT 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

6. The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
7. For the purposes of these undertakings:

"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" 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 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 Competition Commission on the questions which it is required to answer by virtue of section 35 of the Act;

"the Peter Dean assets" means the assets transferred to Peter Dean and now in his ownership as specified in the letter of 10 August 2006 referred to above'

"Stonegate" means Stonegate Farmers Limited;

"the Stonegate business" means the business of Stonegate and its subsidiaries carried on in the United Kingdom as at 23 June 2006;

"Deans" means Deans Food Group Limited;

"the Deans business" means the business of Deans and its subsidiaries carried on in the United Kingdom as at 23 June 2006;

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

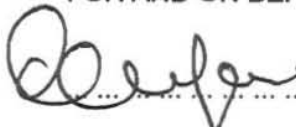
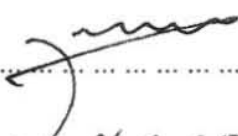
"the OFT" means the Office of Fair Trading, provided that, should the CC adopt these undertakings pursuant to section 80(3) of the Act, references to "the OFT" in paragraphs 1 and 2 of these undertakings shall be taken as references to the CC, and references to "the OFT" in paragraphs 4 and 5 of these undertakings shall be taken to include both the Office of Fair Trading and the CC;

"the specified period" means the period beginning on the date of these undertakings and terminating at the end of the period specified in section 71(5) or (6) of the Act;

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

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

FOR AND ON BEHALF OF STONEGATE FARMERS LIMITED



 Signature  Signature

M. Kew Name N. ROGERS Name

Chairman Title DIRECTOR Title

22/8/06 Date 22/8/06 Date

FOR AND ON BEHALF OF DEANS FOOD GROUP LIMITED

 Signature  Signature

P. D. DEAN Name M. STOTT Name

Chairman Title FINANCE DIRECTOR Title

22/8/06 Date 22/8/06 Date