

COMPLETED MERGER BETWEEN STONEGATE FARMERS LIMITED AND DEANS FOOD GROUP LIMITED

Undertakings given by Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean and Mr Michael Kent to the Competition Commission pursuant to section 80 of the Enterprise Act 2002

Whereas, on 13 September 2006, the OFT made the reference to the CC under section 22 of the Act concerning the completed merger between Stonegate and Deans;

And whereas the 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;

Now for the purpose of preventing pre-emptive action pursuant to section 80 of the Act Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean, and Mr Michael Kent hereby give to the CC the following undertakings.

Management of the Stonegate business and the Deans business until determination of the reference

1. Except with the prior written consent of the CC, Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean and Mr Michael Kent shall not during the specified period take any action separately or jointly which might:
 - (a) lead to the integration of the Stonegate business with the Deans business;
 - (b) transfer the ownership or control of either the Stonegate business or the Deans business to any third party;
 - (c) otherwise impair the ability of each of the Stonegate business and the Deans business to compete independently in any of the markets affected by the merger in the event that the CC decides that the merger has resulted or may be expected to result in a substantial lessening of competition within any market or markets within the UK for goods or services and decides that the Stonegate business and/or the Deans business or any part of each should be divested; or
 - (d) prejudice the reference concerned or impede the taking of any action under the Act by the CC or any other party which may be justified by the CC's decisions on the reference.
2. Further and without prejudice to the generality of paragraph 1, Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean, and Mr Michael Kent will at all

times during the specified period, procure to the extent within their control that except with the prior written consent of the CC:

- (a) the Stonegate business is carried on separately and under different names from the Deans business and a separate sales and brand identity is maintained for each of the Stonegate business and the Deans business;
- (b) the Stonegate business and the Deans business are both maintained as separate going concerns and sufficient resources are made available for the continuing development of the Stonegate business and the Deans business;
- (c) except in the ordinary course of business, no substantive changes are made to the organizational structure of, or the management responsibilities within, either the Stonegate business or the Deans business except to the extent that such changes are specified in these undertakings (in particular, under paragraph 2(k) below). The termination of the contracts of employment of the individuals listed in the schedule to these undertakings have already been made at the date of these undertakings or notice of termination has been given and any change in responsibilities flowing directly from these terminations does not fall within this paragraph 2(c);
- (d) the nature, description, range, brands and quality of the eggs, egg products and other products and services relating to egg production currently supplied in the UK by each of the Stonegate business and the Deans business are, in all material respects, maintained and preserved;
- (e) except in the ordinary course of business for the separate operation of the two businesses:
 - (i) the assets of the Stonegate business, the Deans business and the Peter Dean assets are maintained and preserved, including facilities and goodwill;
 - (ii) none of the assets of the Stonegate business, the Deans business, or any of the Peter Dean assets are disposed of; and
 - (iii) no interest in the assets of the Stonegate business and the Deans business or in any of the Peter Dean assets is created or disposed of;
- (f) there is no integration of the information technology systems (including but not limited to operational, accounting and financial management systems) of the Stonegate business and the Deans business; Deans and Stonegate data is to be stored on separate servers; Deans personnel will not have access to Stonegate data and vice versa; and the respective software and hardware platforms of the Stonegate business and of the Deans business shall remain essentially unchanged, except for routine changes and maintenance;
- (g) both the customer and supplier lists of the Stonegate business and the Deans business shall be operated and updated separately and any negotiations with Stonegate's customers and suppliers in relation to the Stonegate business will be carried out by and for the Stonegate business alone; any negotiations

with Deans' customers and suppliers in relation to the Deans business will be carried out by and for the Deans business alone; and for the avoidance of doubt Deans will not negotiate on behalf of Stonegate and Stonegate will not negotiate on behalf of Deans;

- (h) all existing contracts continue to be serviced by the business to which they were awarded (except to the extent that the other party to the contract terminates the contract);
- (i) no key staff are transferred between the Stonegate business and the Deans business and no contracts of employment shall be terminated by Stonegate or Deans;
- (j) all reasonable steps are taken to encourage all key staff of the Stonegate business and the Deans business to remain with the business in relation to which they were employed prior to the merger;
- (k) for the purpose of preventing pre-emptive action generally and specifically to ensure compliance with paragraph 2(l) below, Stonegate and Deans shall make arrangements to ensure that:
 - insofar as there are existing separate teams able to carry out the Relevant Functions on behalf of the Stonegate business and the Deans business separately, such separate teams shall be preserved; and
 - insofar as the Relevant Functions are not being carried out by existing separate teams, Stonegate and Deans shall ensure that such Relevant Functions, or aspects of such Relevant Functions are carried out by separate teams as set out in the Schedule;
- (l) 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 either of the Stonegate business or the Deans business ('Confidential Information'), shall pass, directly or indirectly, from the Stonegate business (or any of its employees, directors, agents or affiliates) to the Deans business (or any of its employees, directors, agents or affiliates), or vice versa, except where strictly necessary in the ordinary course of business or where the information is Specified Information that is transferred from the Deans business or the Stonegate business to Noble Foods in accordance with paragraph 6 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 either be returned to the relevant business or destroyed (unless required to be retained by law); and
- (m) to the extent that Confidential Information has already passed from the Stonegate business to the Deans business (or vice versa), Stonegate and Deans shall ensure that such information is not further disseminated in accordance with paragraph 2(l) above, nor used by either Stonegate or Deans to secure a competitive advantage and any records, analysis of the information or copies (in each case electronic or otherwise) of such

information wherever they may be held will either be destroyed (which includes the removal from any electronic system except system backup files which will not be accessed without the prior approval of the CC) or sent to Slaughter and May for storing for the duration of the inquiry, within seven days from the date of these undertakings. Stonegate and Deans will each confirm in writing to the CC when they have complied with this paragraph 2(m).

Composition of board and function of Noble Foods until determination of the reference

3. Except with the prior written consent of the CC, Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean and Mr Michael Kent shall not during the specified period take any action separately or jointly which might change the shareholding of Noble Foods as at the date of the merger.
4. On the date of the giving of these undertakings, Mr Mark Stott, Mr Nick Rogers, Mr Andrew Joret and Mr David Tromans will each resign from the board of Noble Foods. Mr Peter Dean and Mr Michael Kent will continue to hold their current executive roles of Chairman and Chief Executive respectively during the specified period .
5. Except with the prior written consent of the CC, the function of Noble Foods until determination of the reference shall be limited to acting as a non-operational holding company. Noble Foods shall not receive any Confidential Information from Stonegate or Deans except to the extent it is Specified Information transferred in accordance with paragraph 6 below.

Transfer of Specified Information

6. The Deans business and the Stonegate business may transfer Specified Information to Noble Foods. Mr Mark Stott will coordinate any financial information that is Specified Information for and on behalf of Noble Foods. Mr Mark Stott will not use or further disseminate Specified Information he receives from Stonegate other than within Noble Foods, and for this purpose will give a suitable confidentiality undertaking to the CC. Any report prepared by Mr Mark Stott for Noble Foods or its bankers is to be submitted to the CC in advance of it being disseminated to the directors of Noble Foods or sent to its bankers for the CC to approve the information being disseminated or sent.

Composition of board of Clifford Kent until final determination of the reference

7. On the date of the giving of these undertakings, Mr Michael Kent will resign from the board of Clifford Kent and all its subsidiaries (including Stonegate) and will have no other connection with Clifford Kent or Stonegate other than through his shareholding of Noble Foods and as permitted by these undertakings. Mr Nick Rogers will become Managing Director of Stonegate and Clifford Kent and his job description will change so he has no requirement to report to the CEO of Noble

Foods except as permitted in these undertakings. Insofar as it is within their control, Stonegate and Clifford Kent will seek to ensure that all other board members of Stonegate and Clifford Kent will hold their current positions and will continue to do so during the specified period.

Composition of board of Deans until final determination of the reference

8. On the date of the giving of these undertakings, Mr Michael Kent will be appointed a director of Deans and Deans Foods Limited and will become the CEO of Deans and will continue to hold this position during the specified period. All other board members of Deans will hold their current positions and will continue to do so during the specified period.

Compliance

9. Noble Foods, Clifford Kent, Stonegate and Deans shall procure that each of their respective subsidiaries complies with these undertakings as if they had given them.
10. Noble Foods, Clifford Kent, Stonegate, Deans, Mr Peter Dean and Mr Michael Kent shall forthwith provide the CC such information or statement of compliance as it may from time to time require for the purposes of monitoring compliance by Noble Foods, Stonegate, Clifford Kent and Deans and their subsidiaries and Mr Peter Dean and Mr Michael Kent with these undertakings. In particular, on 24 November 2006 and subsequently on the 17th of each month (or, where the 17th does not fall on a working day, the first working day thereafter):
 - Mr Michael Kent, the Chief Executive Officer of Deans and the Chief Executive Officer of Noble Foods, shall provide a monthly statement to the CC on behalf of Noble Foods, Deans and himself confirming compliance with these undertakings in the form set out in the Annex I to these undertakings;
 - Mr Peter Dean, the Chairman of Deans and Chairman of Noble Foods, shall provide a monthly statement to the CC on behalf of Noble Foods, Deans and himself confirming compliance with these undertakings in the form set out in the Annex I to these undertakings;
 - Mr Nick Rogers shall provide a monthly statement on behalf of Stonegate confirming compliance with these undertakings in the form set out in the Annex I to these undertakings; and
 - Mr Nick Rogers shall provide a monthly statement on behalf of Clifford Kent confirming compliance with these undertakings in the form set out in the Annex I to these undertakings.

The Monitoring Trustee appointed to oversee the implementation and operation of these undertakings will provide to the CC a compliance statement in the form set out in the Annex I to these undertakings at times directed by the CC.

11. At all times, both Stonegate and Deans will actively keep the CC informed of any material developments relating to the Stonegate business and the Deans business respectively which includes but is not limited to:
 - (a) details of key staff who leave or join the Stonegate business or Deans business;
 - (b) any Stonegate business or Deans business plant breakdowns or closures of operations for whatever reason which have halted production for more than 24 hours or changes in the Stonegate business or Deans business production (including packing) arrangements which have affected the working pattern of more than five employees of the Stonegate business or Deans business;
 - (c) all substantial customer volumes won or lost by the Stonegate business or the Deans business including any substantial changes in customers' demand; and
 - (d) substantial changes in the Stonegate business or Deans business contractual arrangements or relationships with key suppliers.
12. Noble Foods, Stonegate, Clifford Kent, Deans, Mr Peter Dean and Mr Michael Kent shall each comply insofar as it or he 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

13. The Interpretation Act 1978 shall apply to these undertakings as it does to Acts of Parliament.
14. 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 common control for the purposes of section 26 of the Act;
 - 'the Annex I' means the first annex to these undertakings;
 - 'the Annex II' means the second annex to these undertakings;
 - 'business' has the meaning given by section 129(1) and (3) of the Act;
 - 'the CC' means the Competition Commission;

‘Clifford Kent’ means Clifford Kent Holdings Limited and its subsidiaries including Stonegate Farmers Limited, Clifford Kent Limited and Horizon Kent Limited;

‘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;

‘the GECF agreement’ means the Amended and Restated Credit Agreement dated 23 June 2006 between GE Commercial Finance Limited and Goodmix Limited and others;

‘key staff’ means staff in positions of executive or managerial responsibility and/or whose performance affects the viability of the Stonegate business or the Deans business;

‘the merger’ means the creation of the relevant merger situation between the businesses of Stonegate and Deans;

‘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 the Stonegate business and by the Deans business and does not include matters involving significant changes to the organizational structure or related to the post-merger integration of these businesses;

‘the Peter Dean assets’ means the property and land at Lukes Lane, Gubblecote, Tring, Herts; Horwood Mill, Spring Lane, Great Horwood, Bucks; Standbridge Farm, Billington Road, Standbridge, Layton Buzzard, Beds; Northall Farm, Southend Lane, Northall, Dunstable, Beds; Beeches Farm, Icknield Way, Tring, Herts; Sunnymede Farm, Longwick Road, Princes Risborough, Bucks; Coldstream Farm, Waterperry Road, Worminghall, Bucks; Bulbourne Farm, Bulbourne, Tring, Herts; Marsh Hill Farm, Bishopstone, Aylesbury, Bucks; the land and buildings on the North West side of Whitehall Road, Drighlington, Bradford, West Yorkshire; and 25 acres of land on the South Side of Forest Lane, Walesby, Nottinghamshire, which were owned by Deans and transferred from Deans to Peter Dean on 23 June 2006 and are now in his ownership;

‘the reference’ means the reference made by the OFT to the CC under section 22 of the Act concerning the completed merger of the businesses of Stonegate and Deans;

‘the Relevant Functions’ means: sales and marketing (including wholesale sales); operations (including packing centres, transport and forecasting); farms; human resources, IT and finance and accounting functions of the Stonegate business and the Deans business;

‘Slaughter and May’ means Slaughter and May Solicitors of 1 Bunhill Row, London, EC1Y 8YY;

‘the schedule’ means the schedule to these undertakings;

‘Specified Information’ means the following information in relation to the Stonegate business and the Deans business:

- the minimum financial information required for Noble Foods to comply with the statutory requirements of the Companies Act 1985 contained in section 221 (accounting records), section 233 (annual accounts) and section 227 (duty to prepare group accounts);
- the minimum financial information required for Mr Peter Dean and Mr Michael Kent as directors of Noble Foods to sign the auditors representation letters at the appropriate time;
- the minimum information required for Noble Foods to comply with any relevant statutory requirements in relation to health and safety, food safety, environment and employment that cannot adequately be resolved separately by Stonegate and Deans; and
- the minimum information required for Noble Foods to comply with section 11.2 of the GECF Agreement. This is the information set out in the pro-forma spreadsheets at the Annex II to these undertakings and a brief high-level commentary in order to explain the salient points regarding the month’s financial performance;

‘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);

‘the two businesses’ means the Stonegate business and the Deans business;

‘the Noble Foods business’ means the business or businesses carried on by Noble Foods as at the date of these undertakings;

‘Noble Foods’ means Noble Foods Limited;

‘Deans’ means Deans Food Group Limited and its subsidiaries including Deans Foods Limited and Bulbourne Insurance Services Limited;

‘the Deans business’ means that part of the Noble Foods business which corresponds to the business carried on by or under the control of Deans as at 23 June 2006 in the UK with the changes made to that business as specified in the schedule to these undertakings;

‘Stonegate’ means Stonegate Farmers Limited and its subsidiaries including Stonegate Food Ingredients Limited, Stonegate Horizon Limited, New Dawn Group Limited, Thames Valley Foods Limited and Lincolnshire Chickens Limited;

‘the Stonegate business’ means that part of the Noble Foods business which corresponds to the business carried on by Clifford Kent (which includes Stonegate) as at 23 June 2006 in the UK with the changes made to that business as specified in the schedule to these undertakings;

‘the OFT Undertakings’ means the undertakings given by Stonegate and Deans to the OFT on 22 August 2006 and adopted by the CC on 14 September 2006 under section 80(3) of the Act;

‘the undertakings’ means these undertakings; and

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

FOR AND ON BEHALF OF Noble Foods Limited

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

FOR AND ON BEHALF OF Stonegate Farmers Limited

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

FOR AND ON BEHALF OF Deans Food Group Limited

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

FOR AND ON BEHALF OF Clifford Kent Holdings Limited

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

MR PETER DEAN

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

MR MICHAEL KENT

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

Compliance statement for [Noble Foods] [Mr Dean] [Mr Kent] [Nick Rogers for and on behalf of Stonegate] [Nick Rogers for and on behalf of Clifford Kent]

I [insert name] confirm on behalf of Noble Foods/Clifford Kent/Stonegate/Deans/and myself personally [delete as appropriate] that in the period from [insert date] to [insert date] except following the prior written consent of the CC:

- (a) Noble Foods/Clifford Kent/Stonegate/Deans/has complied with the Undertakings given to the CC on [date] ('the Undertakings').
- (b) Noble Foods/Clifford Kent/Stonegate/Deans/subsidiaries have also complied with the Undertakings.
- (c) No action has been taken by Noble Foods/Clifford Kent/Stonegate/Deans/ that will impede the taking of any action by the CC which may be justified by its decision on the reference.
- (d) The Stonegate business/Deans business has been maintained as a going concern and sufficient resources have been made available for the continuing development of the Stonegate business /Deans business.
- (e) The Stonegate business customer and supplier lists have been operated and updated independently of the Deans business and vice versa.
- (f) All customer and supplier negotiations for the Stonegate business/Deans business have been carried out independently of Deans/Stonegate and vice versa.
- (g) The nature, description, range, brands and quality of the eggs, egg products and other products and services relating to egg production currently supplied in the UK by the Stonegate business/Deans business have been, in all material respects, maintained and preserved.

Assets—including facilities and goodwill

- (h)* Except in the ordinary course of business, none of the assets of the Stonegate business/Deans business/the Peter Dean assets have been disposed of.
- (i)* Except in the ordinary course of business, no interest in the assets of the Stonegate business/Deans business/the Peter Dean assets has been created or disposed of.
- (j)* Except in the ordinary course of business, all of the assets of the Stonegate business/Deans business/the Peter Dean assets have been maintained and preserved as they were on [insert date of Undertakings/date of last compliance statement] 2006.

Contracts

- (k)* All existing contracts continue to be serviced by the business to which they were awarded.

Information technology systems

- (l)* There have been no changes to the software and hardware platforms of the Stonegate business/Deans business, beyond routine changes and maintenance.

Staff

- (m)* Except in the ordinary course of business, no changes have been made to the organizational structure or the management responsibilities within the Stonegate business/Deans business since [insert date of Undertakings/date of last compliance statement] 2006 except to the extent that such changes are specified in the Undertakings, and in particular in paragraph 2(k) of the Undertakings.
- (n)* No key staff have been transferred between the Stonegate business and the Deans business and no contracts of employment have been terminated by Stonegate or Deans.

Material developments

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

- (i) plant breakdowns or closures of operations for whatever reason at the Stonegate business/Deans business which have halted production (including packing) arrangements for more than 24 hours or changes in the Stonegate business/Deans business production (including packing) arrangements which have affected the working pattern of more than five employees of the Stonegate business/Deans business;
- (ii) substantial customer volumes won or lost by the Stonegate business/Deans business;
- (iii) substantial changes to the Stonegate business/Deans business' customer contracts; and
- (iv) substantial changes in the Stonegate business/Deans business contractual arrangements with key suppliers.

(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 relating to the two businesses, has passed, directly or indirectly, from Stonegate (or any of its employees, directors, agents or affiliates) to Deans (or any of its employees, directors, agents or affiliates), or vice versa except where strictly necessary in the ordinary course of business or where the information is Specified Information that has been transferred from the Deans Business or the Stonegate business to Noble Foods in accordance with paragraph 6 of the Undertakings.

Continuing compliance

(r) I [insert name] also confirm on behalf of Noble Foods/Clifford Kent/Stonegate/Deans/and myself personally [delete as appropriate] that Noble Foods/Clifford Kent/Stonegate/Deans/and its subsidiaries remain in full compliance with the Undertakings.

FOR AND ON BEHALF OF []

Signature

Name

Title

Date

Pro-forma of Specified Information that can be transferred from the Stonegate business and Deans business to Noble Foods in accordance with paragraph 6



CASH FLOW STATEMENT



SCHEDULE

A. The Deans business

The business carried on by or under the control of Deans as at 23 June 2006 in the UK together with the following permitted changes:

Changes to facilities and plants

1. The following farms, packing centres and other properties [✂]:
 - Gubblecote (packing centre), Lukes Lane, Gubblecote, Tring, Herts;
 - Horwood (feed mill), Spring Lane, Great Horwood, Bucks;
 - Standbridge Farm, Billington Road, Standbridge, Layton Buzzard, Beds;
 - Northall Farm, Southend Lane, Northall, Dunstable, Beds;
 - Beeches Farm, Icknield Way, Tring, Herts;
 - Sunnymede Farm, Longwick Road, Princes Risborough, Bucks;
 - Coldstream Farm, Waterperry Road, Worminghall, Bucks;
 - Bulbourne Farm, Bulbourne, Tring, Herts;
 - Marsh Hill Farm, Bishopstone, Aylesbury, Bucks;
 - land and buildings on the North West Side of Whitehall Road, Drighlington, Bradford, West Yorkshire; and
 - 25 acres of land on the South Side of Forest Lane, Walesby, Nottinghamshire.

Packing facilities

2. Up to a maximum [✂] of Deans throughput (within any given calendar month) is packed at Stonegate packing centres. This is carried out on commercial, arm's length terms.

Procurement

3. Eggs produced by Deans' producers which are graded at a Stonegate centre have a grading ticket issued by Stonegate. Stonegate will then transfer the file to Deans so that payment may be made by Deans.

Redundant employees

4. The Deans employees listed in Table A have been made redundant or have retired.

5. The Deans employees listed in Tables B, C and D will be made redundant, notice of termination having already been given:
 - Gubblecote—see Table B;
 - Standlake—see Table C;
 - Walesby—see Table D.

B. The Stonegate business

The business carried on by or under the control of Stonegate as at 23 June 2006 in the UK together with the following permitted changes:

Changes to facilities and plants

6. Trenouth Farm, St Ervan, Wadebridge, Cornwall has been sold.
7. Dereham packing centre, Unit 32 Bertie Ward Way, Dereham, Norfolk has been sold.
8. Former head office of Thames Valley, Unit C Aerial Business Park, Membury, Berkshire has been sold.

Packing facilities

9. Up to a maximum of [X] of Stonegate throughput (in any given calendar month) is packed at Deans packing centres. This is carried out on commercial, arm's length terms.

Procurement

10. Eggs produced by Stonegate producers which are graded at a Deans centre have a grading ticket issued by Deans. Deans will then transfer the file to Stonegate so that Stonegate can make payment.

Redundant employees

11. The Stonegate employees listed below have been made redundant or have retired:

[X]

C. The Relevant Functions

12. In accordance with paragraph 2(k) of the undertakings, the Relevant Functions of the Stonegate business and the Deans business that are not being carried out by separate teams at the date of these undertakings shall be carried out by separate teams. The following provides details of the members of the relevant separate teams within each of the Stonegate business and Deans business, together with their positions within that team.

Sales and marketing

Stonegate account managers:

- Richard Cannock (Sales Director, Asda and Aldi accounts);
- Lisa Rowe (Somerfield, Morrisons and Sainsburys accounts);
- John Sayer (Waitrose account);
- Richard Langdon (Costco account); and
- Adrian Gott (Clarence Court)

Stonegate's marketing manager will be Richard Langdon.

Deans account managers:

- Geoff Cooper (Sales Director)
- Anthony Minto assisted by Nick Wood (Tesco account);
- Claire Bullen (Sainsbury's (assisted by Richard Brockett) and McDonalds accounts);
- Lisa Roberts (Co-operative Group and Marks and Spencer accounts);
- Anna Cawkwell (Morrisons account);
- Nick Wood (Iceland account);
- Paul Scott (Aldi, Booker, Netto, Nisa and other wholesale accounts);
- Finn Cottle (Marketing Director); and
- Rob Newell (Marketing Manager).

Operations (including packing centres, transport and forecasting)

Stonegate personnel:

- Steve Flynn (Director of Operations);
- Dean Hearn (Packaging and purchasing of other packaging materials);
- Arthur Williams (Egg spot trading); and
- Janine Miller (Transport and packing centres).

Deans personnel:

- Pam Corbett (Commercial Director for Shell Egg Operation, Packing and Distribution—Transport and packing centres);
- Mark Gaskin (Director of Operations); and
- Brian White (Packaging, purchasing of packing materials, egg spot trading), assisted by Dianne Buckley (Deans packaging coordinator) and new purchasing recruit.

The CC will consent to specified joint operational functions until 15 January 2007. This will be provided for in a separate consent letter.

Farms

[✂]

Human Resources

Steven Morse to manage Stonegate HR.
Michael Donegan to manage Deans HR.

IT

Steve Williams to manage Stonegate IT.
Simon Lethem to manage Deans IT.

Finance and accounting functions

Mark Stott to manage the Deans function.
Roger Swaffield to manage the Stonegate function.