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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

£55 033893

70 x 10

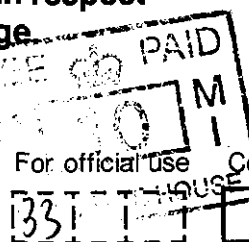
Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)



Company number

3636168

Name of company

* DEANS FOODS LIMITED ("the Mortgagor")

Date of creation of the charge

21 JANUARY 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL MORTGAGE DATED 21 JANUARY 2000 ("THE MORTGAGE") MADE BETWEEN THE
MORTGAGOR (1) AND GE CAPITAL COMMERCIAL FINANCE LIMITED ("THE
SECURITYHOLDER") (2).

Amount secured by the mortgage or charge

The payment, discharge and performance to the Securityholder of all
present and future obligations and liabilities (whether actual or
contingent, whether owed jointly or severally, as principal or as surety
or in any capacity whatsoever) of each of the Obligors to the
Securityholder on any account whatsoever and howsoever arising
(including, without limitation, under the Financing Documents) together
with all Expenses ("the Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

GE CAPITAL COMMERCIAL FINANCE LIMITED, BROCKBOURNE HOUSE, 77 MOUNT
EPHRAIM, TUNBRIDGE WELLS, KENT

Postcode TN4 8AR

Presentor's name address and
reference (if any):

BARLOW LYDE & GILBERT
BEAUFORT HOUSE
15 ST BOTOLPH STREET
LONDON EC3A 7NJ

16783.2/GAOW/DG/#1043161

Time critical reference

For official Use
Mortgage Section

Post room



A21
COMPANIES HOUSE

0199
31/01/00

Short particulars of all the property mortgaged or charged

(Please also see attached definitions schedule.)

The Mortgagor with full title guarantee charged the following property by way of legal mortgage and as a continuing security for the payment, discharge and performance of the Secured Liabilities:-

The Freehold property and all buildings and fixtures from time to time thereon known as Poplar Park Farm Seamer Hill Stokesley Middlesbrough Cleveland TF9 5NQ.

The Mortgage secures present and future advances and the Securityholder covenanted to make further advances subject to and in accordance with its obligations from time to time under the Financing Documents.

The Mortgagor agreed that all the provisions of the Debenture are deemed to be incorporated into the Mortgage.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Baron Lyde & Gilbert

Date

26 January 2000

On behalf of ~~[company]~~ ~~[mortgagor]~~/chargee) †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

LEGAL MORTGAGE

SCHEDULE: DEFINITIONS OF TERMS USED IN FORM 395

Credit Agreement: the credit agreement of 21 January 2000 made between Deans Food Group Limited ("the Borrower") (1) and the Securityholder (2) providing for term loans in an aggregate principal amount of £17,000,000;

Charged Assets: in relation to each Obligor, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same;

Debenture: the composite all assets guarantee and debenture dated 21 January 2000 made between the Obligors and the Securityholder;

Financing Documents: the Credit Agreement, the Invoice Discounting Agreement, the Debenture, the Mortgages and any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by an Obligor in favour of the Securityholder, or any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Securityholder in respect of the Secured Liabilities and any agreement, instrument, notice or certificate delivered or entered into pursuant to, or ancillary to, or in connection with, any of the above;

Encumbrance: any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other arrangement for the purpose of, and having a similar effect to, the granting of security, whether by law or agreement or other security interest of any kind;

Expenses: any of the following:-

- (i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Securityholder or any Receiver (in each case on a full indemnity basis):
 - (a) in relation to the Charged Assets;
 - (b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents;
 - (c) in procuring the payment, performance or discharge of the Secured Liabilities; or

LEGAL MORTGAGE

SCHEDULE: DEFINITIONS OF TERMS USED IN FORM 395 (continued)

- (d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto); and
- (ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Securityholder or any Receiver paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents;

Group: in relation to any Company, that Company and its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of that holding company;

Invoicing Discounting Agreement: the financing agreement dated 21 January 2000 entered into between the Securityholder and the Obligors;

Mortgages: the charges by way of legal mortgage over the property specified in Schedule 2 of the Debenture in form and substance satisfactory to the Securityholder;

Obligors: Deans Food Group Limited, Deans Foods Limited, Deans Farm Limited and Fenshelf 130 Limited (to be remained Daylay Foods Limited) ("the Initial Obligors") and thereafter any member of an Initial Obligor's Group or any other person that accedes to the Debenture;

Receiver: a receiver and manager (including, as the context admits, an administrative receiver as defined in Section 29(2) of the Insolvency Act 1986) or (if the Securityholder so specifies in the relevant appointment) a receiver;

Subsidiary: a subsidiary within the meaning of Section 736 of the Companies Act 1985 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03636168

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 21st JANUARY 2000 AND CREATED BY DEANS FOODS LIMITED FOR SECURING THE PAYMENT, DISCHARGE AND PERFORMANCE TO GE CAPITAL COMMERCIAL FINANCE LIMITED OF ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT, WHETHER OWED JOINTLY OR SEVERALLY, AS PRINCIPAL OR AS SURETY OR IN ANY CAPACITY WHATSOEVER) OF EACH OF THE OBLIGORS (AS DEFINED) TO GE CAPITAL COMMERCIAL FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, UNDER THE FINANCING DOCUMENTS) TOGETHER WITH ALL EXPENSES ("THE SECURED LIABILITIES") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st JANUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E