

**ELECTRIC CITY POWER**  
City of Great Falls  
#2 Park Drive, PO Box 5021  
Great Falls, MT 59403  
(406)455-8484

**REQUEST FOR ELECTRIC UTILITY SERVICE**

**INITIAL CONTRACT**  
**TERM OF CONTRACT**

**SEPTEMBER 1, 2005 THROUGH JUNE 30, 2011**

Date: 8-23-05

Customer # \_\_\_\_\_ Location ID #: \_\_\_\_\_

Owner: MEADOW GOLD DAIRIES SSN/Tax ID #: \_\_\_\_\_

Authorized Personnel: \_\_\_\_\_ SSN/Tax ID #: \_\_\_\_\_

Property Address: 300 3<sup>rd</sup> Ave S NWE #: 0998168-9 Meter ID #: DG79151545

Mail To: MEADOW GOLD DAIRIES

Mail Address: 312 3<sup>RD</sup> AVENUE SOUTH

Mail City, State, and Zip: GREAT FALLS, MT 59405-1881 Phone: 406-453-4336

\*\*Phone number where our service representative can contact you promptly between  
8:00am and 5:00 pm Monday – Friday

**With a copy (other than invoices) to:**

c/o Dean Foods Company  
Attn: Legal Department  
2515 McKinney Avenue,  
Dallas, TX 75201

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In consideration of these premises, Electric City Power (ECP) agrees to sell and deliver all required electrical supply and transmission services to the Customer at the above address and Customer agrees to pay at the rate in force as set forth below for the commodity for said address. Distribution charges from the local distribution utility are not part of this contract. ECP enters into this contract with the owner of the property. ECP may agree to allow service in a tenants name if the owners account on the particular property is current.

Customer and ECP agree to abide by all statutes and all rules and regulation of the Montana Public Service Commission (PSC) and the City of Great Falls Commission; and all such rules and regulations are hereby incorporated by reference and made a part of this contract. Specific rules and regulations are stated in the Montana Code Annotated, Title 69, Chapters 8, Electric Utility Industry Restructuring and the administrative rules of the Montana Public Service Commission.

ECP will charge the customer a \$3.00 per month per account administrative fee. Energy (inclusive of all losses and ancillary costs) will be charged at an initial rate of \$ 43.90 per megawatt hour through June 30, 2006. ECP will increase the energy rate in one percent (1.0%) increments beginning July 1, 2006 through July 1, 2010, as set forth below. The energy rate is guaranteed not to exceed \$46.14 per megawatt hour during the term of this contract.

\$0.0439000	Initial Offer thru 6/30/2006
\$0.0443390	thru 6/30/2007
\$0.0447824	thru 6/30/2008
\$0.0452302	thru 6/30/2009

\$0.0456825

thru 6/30/2010

\$0.0461393

thru 6/30/2011

ECP will bill the Customer for the costs associated with supply and transmission only. All other costs associated with electrical service will continue to be billed through Northwestern Energy.

This contract shall commence on the date ECP begins to supply electrical service to Customer. Payments under this contract for all undisputed portions of the invoice shall be due and payable on or before the 15<sup>th</sup> day after the billing statement date for the previous month's service. If Customer has not paid such undisputed portion thereof by such date and, thereafter, within 10 days after receipt of notice from ECP of its failure to timely make such payment, the account will be deemed delinquent. ECP may thereafter discontinue service, but only after providing an additional written notice of ECP's intent to terminate this contract at least 14 days prior to the stated termination date. At the time ECP provides such additional notice of termination to customer, ECP will also inform the distribution utility of the effective date of such contract termination. Upon termination of service with ECP, the default supplier automatically becomes the energy supplier for additional electricity.

If either party defaults in its material obligations under this contract and such default remains unremedied for a period of sixty (60) days after receipt of written notice from the non-defaulting party (or for such other times as mutually agreed by the parties), then the non-defaulting party may terminate this agreement and in the case of Customer, return to default supply electric service. In addition to the foregoing, upon a default by either party, the non-defaulting party shall be entitled to an additional remedy as follows: (a) for ECP, Customer shall reimburse the positive difference, in any, between the applicable energy rate per this contract minus the commercially reasonable market value for the same period and then multiplied by the actual quantity consumed by Customer, and (b) for Customer, ECP shall reimburse the negative difference, if any between the applicable energy rate per this contract minus the actual price paid by Customer and then multiplied by the actual quantity consumed by Customer. Both ECP and Customer have a commercially reasonable obligation to mitigate the effect of such default above. ECP must provide notice to the customer at least 30 days prior to ceasing business under an existing license or terminating service to an entire customer segment. Neither party may terminate this contract, or default on this contract, for the intent of selling or purchasing supply electrical service to another, non-affiliated customer.

Customer grants ECP's agents or other authorized persons access at reasonable hours upon reasonable prior notice from ECP to inspect the meters and related equipment; provided that (i) such inspections shall be performed in a manner which will not interfere with Customer's operations, (ii) ECP will maintain commercial general liability insurance with \$1,500,000 per occurrence, and (iii) ECP will indemnify, defend and hold harmless Customer from any and all damages, suits, claims, injury to person (including death) or injury to property, costs and expenses of any kind or nature arising from the acts or omissions of ECP during any such inspection.

Delay by either party in enforcing its remedies hereunder shall never be deemed a waiver of such default or the remedies herein provided; and actual waiver of one default hereunder shall never be deemed a waiver of any other default whether prior or subsequent. Failure in the electrical system shall create no liability against ECP unless such failure shall have been caused by the gross negligence (except as set forth above, if as a result of any inspection by ECP) or willful misconduct of ECP, its employees, agents, or contractors. The Customer shall hold ECP harmless and indemnify ECP for any and all claims and actions for property damage or personal injury arising from any acts or omissions of the Customer unless such damage or personal injury arise from the gross negligence or willful misconduct (except as set forth above, if as a result of any inspection by ECP) of ECP, its employees, agents or contractors.

Except for Customer's obligation to pay ECP for electricity delivered by ECP to Customer prior to a Force Majeure (as defined below) event, if either Party is rendered unable, wholly or in part, to perform its physical

obligations under this Agreement due to Force Majeure, the physical obligations of each Party shall be suspended for the continuance of any inability so caused. The Party claiming Force Majeure shall, within a reasonable period of time, notify the other Party by telephone, and by written confirmation sent by facsimile, overnight courier, or the like, describing the nature and estimated duration of such inability to perform. The cause of such inability to perform shall, so far as possible, be remedied with all reasonable dispatch; provided that neither party shall be required to settle or negotiate any strike or other labor dispute. For purposes hereof, "Force Majeure" shall mean events or circumstances which prevent a Party from performing its physical obligations under the Agreement due to acts of God, floods, fires, explosions, unplanned outages of equipment, weather, strikes, lockouts or other industrial disturbances, wars, or due to any other cause, or causes, beyond the control of a Party whether similar or dissimilar to those enumerated above, which: (a) are not the result of the negligence of the Party claiming Force Majeure (the "Claiming Party"), and (b) by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (a) Customer's inability economically to use or resell the electricity purchased under this Agreement; (b) Customer's election to shut down or materially curtail Customer's facility's operations due to economic circumstance; (c) loss or failure of ECP's supply of electricity; or (d) ECP's ability to sell the electricity at a price greater than the contract price.

No assignment of this Agreement or of any right or obligation hereunder shall be made without written consent of the other party, which consent shall not be unreasonably withheld or delayed. Change of control or ownership, merger or recapitalization of either party, or the transfer from Customer to any affiliate shall not be considered an assignment.

To be effective, all notices referred to herein must be in writing delivered by hand, by certified mail, return receipt requested, fax, or by overnight courier service to the addresses provided above.

This contract shall inure the benefit on and be binding upon the property owner for the full term of this contract.

IN WITNESS WHEREOF the parties do hereby execute this contract.

SOUTHERN FOODS GROUP, L.P.

BY: SFG Management Limited Liability Company, its General Partner

BY: *Dale Burns* 8/22/2005  
Signature Date

ELECTRIC CITY POWER

BY: *Colan Baharini* 8/23/05  
Signature Date