

Dean Foods/No Litigation Opinions

Rubin and Rudman No Litigation Opinion:

“To our knowledge, except as set forth in *Schedule 2.10* of the Company Disclosure Schedule, there is no claim, action, suit, litigation, proceeding, arbitration or, [sic] investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief) pending or threatened against the Company or any of its subsidiaries and neither the Company nor any of its subsidiaries is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or continuing investigation by, any Governmental Entity, or any judgment, order, writ, injunction, decree or award of any Governmental Entity or arbitrator, including, without limitation, cease-and-desist or other orders.”

Related Disclaimer:

“With respect to matters stated to be ‘to our knowledge,’ we call your attention to the fact that we have not made any independent review or investigation of agreements (other than those expressly referred to herein), instruments, orders, writs, judgments, rules, regulations or decrees by which our clients or any of their properties may be bound, nor have we made any investigations as to the existence of actions, suits, investigations or proceedings, if any, pending or threatened against our clients, except to the extent that any of the above is disclosed in any exhibit or schedule to the Purchase Agreement. However, nothing has come to our attention which causes us to doubt the accuracy of such exhibits or schedules.”

Alternative No Litigation Confirmation #1:

We hereby confirm to you that, to our Actual Knowledge, there is no litigation pending against the Company *[or overtly threatened in writing against the Company by a claimant who has manifested a present intention to sue] that *[(i)] challenges the validity of, or seeks to enjoin the consummation of the transactions effected by, the Purchase Agreement *[, or (ii) except as described in *Schedule 2.10* of the Company Disclosure Schedule, seeks money damages against the Company in an amount in excess of \$_____].

Related Disclaimer:

As to the accuracy of certain factual matters, we have relied on representations made by the Company in the Purchase Agreement, the assumptions set forth in this opinion letter, and certificates of officers of the Company reasonably believed by us to be appropriate sources of information, in each case without independent verification thereof or other investigation; provided, however, that our Primary Lawyers have no Actual Knowledge concerning the factual matters upon which reliance is placed that would render such reliance unreasonable. For purposes hereof, the term “Primary Lawyers” means lawyers in this firm who have given substantive legal attention to representation of the Company in connection with this matter, and the term “Actual Knowledge” means the conscious awareness by such Primary Lawyers at the time this opinion letter is delivered of facts or other information without any other investigation.

Alternative No Litigation Confirmation #2:

Except as disclosed in *Schedule 2.10* of the Company’s Disclosure Schedule, we are not representing the Company in any pending litigation in which it is a named defendant [, or in any litigation that is overtly threatened in writing against the Company by a potential claimant who has manifested in writing to the Company its intention to assert a claim against the Company that could reasonably be expected to result

in litigation,] [that, in any such case, challenges the validity or enforceability of, or seeks to enjoin the performance of, the Purchase Agreement].

Dechert/Limited Role Opinions

Sample Provisions:

We have acted as local Minnesota counsel for _____, a Minnesota corporation (the "Company"), solely for purposes of rendering to you certain opinions required in connection with that certain _____ (the "Credit Agreement") dated as of _____, 20__ among the Company, the lenders from time to time party thereto and _____, as administrative agent for such lenders (the "Agent"). We have not participated in any other aspect of the transactions contemplated by the Credit Agreement [and do not represent the Company on any other matters].

For purposes of rendering the opinions set forth below, we have made such examination of law as we have deemed necessary as a basis for such opinions and have reviewed originals or facsimile or electronic copies of the following documents:

- (i) the Credit Agreement;
- (ii) the articles of incorporation of the Company, as certified by the Minnesota Secretary of State as of _____, 20__, the bylaws of the Company, and resolutions of the board of directors of the Company approving the transactions contemplated by the Credit Agreement, together with a certificate of the Secretary of the Company dated the date hereof certifying as to such documents and as to the incumbency of officers of the Company;
- (iii) a good standing certificate for the Company dated _____, 20__ from the Secretary of State of the State of Minnesota; and
- (iv) a Uniform Commercial Code financing statements for filing with the Uniform Commercial Code records of the Secretary of State of the State of Minnesota naming the Company as debtor and the Agent as secured party, a copy of which is attached to this opinion letter.

We have not reviewed any document other than the documents listed above for purposes of rendering the opinions expressed herein and we have assumed that there are no provisions of any such other document that bear upon or are inconsistent with such opinions. We have not communicated directly with the Company in connection with the preparation of this opinion letter and our communications regarding factual and other matters relevant to the Company and the opinions expressed herein have been conducted solely with _____, lead counsel for the Company with respect to this matter, on behalf of the Company.

Fraudulent Transfer Savings Clauses

Sample Disclaimer #1:

We express no opinion as to enforceability of the provisions contained in Section _ of the Guaranty [*identify fraudulent transfer savings clause*] to the extent that such provisions limit the obligation of any Guarantor under the Guaranty or any right of contribution of any Guarantor under the Guaranty.

Sample Disclaimer #2:

We express no opinion as to the enforceability or effect in the Loan Documents of any fraudulent transfer or conveyance “savings” provisions.

Assignability of Opinions/Reliance

Wachovia/Latham Formulation:

“At your request, we hereby consent to reliance hereon by any future assignee of your interest in the loans under the Credit Agreement pursuant to an assignment that is made and consented to in accordance with the express provisions of Section [] of the Credit Agreement on the condition and understanding that (i) this letter speaks only as of the date hereof, (ii) we have no responsibility or obligation to update this letter, to consider its applicability or correctness to any person other than its addressee(s), or to take into account changes in law, facts or any other developments of which we may later become aware, and (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time.”

Performance Opinions

Sample No Conflicts Opinion:

The execution and delivery by the Company of the Loan Documents, the performance by the Company of its payment obligations thereunder, *[*alternative #1:* and the consummation by the Company of the transactions effected thereby] *[*alternative #2:* and the borrowing of money under, and the grant of liens on the Collateral pursuant to the provisions of, the Loan Documents] do not:

- (i) violate the Company's articles of incorporation or bylaws,
- (ii) breach or result in a default under any *[*alternative #1:* written instrument or agreement to which the Company is a party that is an exhibit to the most recent Annual Report on Form 10-K filed by the Company with the Securities and Exchange Commission (the "Form 10-K") or any Quarterly Report on Form 10-Q or Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission subsequent to the Form 10-K] *[*alternative #2:* written instrument or agreement to which the Company is a party that is listed on Schedule __ to the Credit Agreement] *[*alternative #3:* written instrument or agreement to which the Company is a party that is listed on Schedule __ hereto] *[*alternative #4:* written note, debenture, loan agreement, indenture, mortgage, deed of trust, security agreement or similar instrument or agreement evidencing or securing indebtedness for borrowed money to which the Company is a party and of which we have Actual Knowledge] (provided that no opinion is rendered regarding breaches or defaults under any cross-default provision contained in any such instrument or agreement or any financial covenant or other provision contained in any such instrument or agreement requiring financial calculations or determinations to ascertain compliance),
- (iii) breach or otherwise violate any court or administrative orders, writs, judgments or decrees that name the Company and are specifically directed to it or its property and *[*alternative #1:* that are listed on Schedule __ to the Credit Agreement] *[*alternative #2:* that are listed on Schedule __ hereto] *[*alternative #3:* of which we have Actual Knowledge], or
- (iv) violate any provisions of statutory law or regulation of the United States of America or the State of Minnesota applicable to the Company.

Sample No Governmental Consents or Approvals Opinion:

The execution and delivery by the Company of the Loan Documents, the performance by the Company of its payment obligations thereunder, *[*alternative #1:* and the consummation by the Company of the transactions effected thereby] *[*alternative #2:* and the borrowing of money under, and the grant of liens on the Collateral pursuant to the provisions, of the Loan Documents] do not require the Company to obtain the consent or approval of, or make any filing with, the government of the United States of America or the State of Minnesota or any department, commission or agency thereof under any provision of statutory law or regulation of the United States of America or the State of Minnesota applicable to the Company, except for (i) consents, approvals and filings that have already been obtained, and (ii) filings required to perfect the Agent's liens and security interests in the Collateral.

Related Disclaimer:

We express no opinion as to the effect of any prohibitions against assignment or similar restrictions that may be contained in, or otherwise apply as a matter of law to, any particular account, chattel paper, document, instrument, investment property, letter of credit, lease, license, contract, permit, franchise or general intangible constituting a part of the Collateral.

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