

DEAN FOODS CO/
Form 424B3
May 10, 2006

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Registration No. 333-130309

PROSPECTUS

DEAN FOODS COMPANY
Debt Securities

We may from time to time offer to sell debt securities. The debt securities will be our senior unsecured obligations and will rank equally with all of our other senior unsecured indebtedness. The debt securities will be fully and unconditionally guaranteed by the subsidiaries that are guarantors under our senior credit facility, which are substantially all of our wholly owned U.S. subsidiaries.

This prospectus contains a general description of the debt securities that we may offer for sale. We will determine the terms of each series of debt securities at the time of sale. We will provide the specific terms of the particular series of debt securities issued under this prospectus in a supplement to this prospectus. You should read this prospectus and any applicable supplements carefully before you invest.

Investing in these debt securities involves risks. You should carefully review the information contained in this prospectus under the heading Risk Factors beginning on page 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

We will sell these debt securities directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. We reserve the sole right to accept, and together with our agents, dealers and underwriters reserve the right to reject, in whole or in part any proposed purchase of debt securities to be made directly or through agents, underwriters or dealers. If our agents or any dealers or underwriters are involved in the sale of the debt securities, the applicable prospectus supplement will set forth any applicable commissions or discounts. The date of this prospectus is May 9, 2006.

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ABOUT THIS PROSPECTUS

This prospectus is part of a shelf registration statement that we have filed with the Securities and Exchange Commission (the "SEC"). By using a shelf registration statement, we may sell, at any time and from time to time, in one or more offerings, an unlimited amount of the debt securities described by this prospectus. This prospectus is a part of the registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this prospectus to a contract or other document of the Company, the reference is only a summary and you should refer to the exhibits that are a part of the registration statement for a copy of the contract or other document. The registration statement and the exhibits can be obtained from the SEC as indicated under the heading "Where You Can Find More Information."

This prospectus only provides you with a general description of the debt securities we may offer. Each time we sell debt securities, we will provide you with a prospectus supplement and, if applicable, a pricing supplement. The prospectus supplement and any applicable pricing supplement will describe the specific amounts, prices and other material terms of the debt securities being offered. The prospectus supplement and any applicable pricing supplement may also add, update or change the information in this prospectus. You should read this prospectus, the applicable prospectus supplement and any applicable pricing supplement, together with the information contained in the documents referred to under the heading "Where You Can Find More Information."

You should rely only on the information contained in this prospectus and the documents incorporated by reference in this prospectus or to which we have referred you. We have not, and the underwriters have not, authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. This prospectus does not constitute an offer to sell, or a solicitation of an offer to purchase, the debt securities offered by this prospectus in any jurisdiction to or from any person to whom or from whom it is unlawful to make such offer or solicitation of an offer in such jurisdiction. You should not assume that the information contained in this prospectus or any document incorporated by reference is accurate as of any date other than the date on the front cover of the applicable document. Neither the delivery of this prospectus nor any distribution of debt securities pursuant to this prospectus shall, under any circumstances, create any implication that there has been no change in the information set forth or incorporated by reference into this prospectus or in our affairs since the date of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

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As used in this prospectus, the terms Dean Foods, we, us, our and the Company may, depending upon the context, refer to Dean Foods Company, to one or more of its consolidated subsidiaries or to Dean Foods Company and all of its subsidiaries taken as a whole.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain further information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our SEC filings are also available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. Our common stock is listed on the New York Stock Exchange, and you may inspect our SEC filings at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC allows us to incorporate by reference into this prospectus the information we file with the SEC, which means that we can disclose important information to you by referring you to previously filed documents. The information incorporated by reference is considered to be part of this prospectus, unless we update or supersede that information by the information contained in this prospectus or a prospectus supplement or by information that we file subsequently that is incorporated by reference into this prospectus.

We incorporate by reference into this prospectus the following documents or information filed with the SEC (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with SEC rules):

Annual Report on Form 10-K for the year ended December 31, 2005;

Current Reports on Form 8-K filed with the SEC on March 8, 2006 and April 28, 2006; and

All documents filed by the Company under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or after the date of this prospectus and before the termination of this offering.

This prospectus is part of a registration statement we have filed with the SEC relating to the debt securities. As permitted by SEC rules, this prospectus does not contain all of the information included in the registration statement and the accompanying exhibits and schedules we file with the SEC. You may refer to the registration statement, the exhibits and schedules for more information about us and our debt securities. The registration statement, exhibits and schedules are also available at the SEC's Public Reference Room or through its web site. In addition, we post the periodic reports that we file with the SEC on our website at <http://www.deanfoods.com>. You may also obtain a copy of these filings, at no cost, by writing to or telephoning us at the following address:

Dean Foods Company
2515 McKinney Avenue, Suite 1200
Dallas, Texas 75201
(214) 303-3400
Attention: Investor Relations

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated or deemed to be incorporated by reference herein contain forward-looking statements that involve risks and uncertainties, including those discussed under the caption Risk Factors. We develop forward-looking statements by combining currently available information with our beliefs and assumptions. These statements relate to future events, including our future performance, and often contain words like may, should, could, expects, seeks to, anticipates, plans, believes, estimates, intends, predicts, continue or the negative of such terms and other comparable terminology. Forward-looking statements are inherently uncertain, and actual performance or results may differ materially and adversely from that expressed in, or implied by, any such statements. Consequently, you should recognize these statements for what they are and we caution you not to rely upon them as facts.

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RISK FACTORS

You should carefully consider the risks related to the debt securities described below and the risks related to our company under the heading Risk Factors in our most recent annual report on Form 10-K, as updated by our quarterly reports on Form 10-Q, incorporated by reference in the registration statement of which this prospectus is a part, as well as other information included in this prospectus and the documents incorporated by reference in the registration statement of which this prospectus is a part, before buying any debt securities offered by the applicable prospectus supplement.

Risks related to the debt securities

Our indebtedness may increase if we issue debt securities and do not retire existing debt.

Our total debt and debt service obligations may increase if we issue debt securities and do not use the proceeds to retire existing debt. Substantial indebtedness could, among other things:

require us to dedicate a substantial portion of our cash flow to repaying our indebtedness, thus reducing the amount of funds available for other general corporate purposes;

limit our ability to borrow additional funds necessary for working capital, capital expenditures or other general corporate purposes;

increase our vulnerability to adverse general economic or industry conditions; and

limit our flexibility in planning for, or reacting to changes in, our business.

There can be no assurance that we will be able to meet our debt service obligations, including any of our obligations under the debt securities.

In addition, we may need to incur substantial additional indebtedness in the future to fund our operations or certain strategic objectives. However, we may not be able to incur the additional financing necessary for these purposes.

The value of our debt securities may decrease if rating agencies issue any adverse rating of our securities.

There can be no assurance that credit rating agencies will rate any debt securities that we may issue, either at the time that we issue them or subsequent to their issuance. If the rating agencies do rate our debt securities, these ratings may be lower than investors expect. Rating agencies may lower their ratings at any time in the future, or may place the debt securities under watch with the possibility of lowering their ratings on the debt securities in the future. If any of these events occur, our access to capital markets may be adversely affected, and the value of the debt securities could decline.

We conduct all of our operations through our subsidiaries and may be limited in our ability to access funds from these subsidiaries to service our debt, including the debt securities. In addition, the debt securities will not be guaranteed by all of our subsidiaries.

We conduct all of our operations through our subsidiaries. Accordingly, we depend on our subsidiaries' earnings and advances or loans made by them to us (and potentially dividends or distributions by them to us) to provide funds necessary to meet our obligations, including the payments of principal, premium, if any, and interest on the debt securities. If we are unable to access the cash flows of our subsidiaries, we would be unable to meet our debt obligations.

Our subsidiaries are separate and distinct legal entities and, except for the subsidiary guarantors' obligations under the subsidiary guarantees, have no obligation, contingent or otherwise, to pay any amounts due on the debt securities or to make funds available to us to do so. None of our foreign affiliates is an obligor or guarantor in respect of the debt securities. Substantially all of our wholly owned U.S. subsidiaries are guarantors of the debt securities, which subsidiaries are also guarantors of borrowings under our senior credit facility. As a result, if we default on our obligations under the debt securities, you

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will not have any direct claims against any of our foreign affiliates. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us. In addition, the indenture allows us to create new foreign subsidiaries and invest in our foreign subsidiaries, all of whose assets you will not have any claim against.

The debt securities will be unsecured and, therefore, will be effectively subordinated to borrowings under our senior credit facility and any other secured debt, and the subsidiary guarantees of the debt securities will be unsecured and effectively subordinated to the secured debt of the subsidiary guarantors.

The debt securities and subsidiary guarantees will not be secured by any of our assets or those of our subsidiaries. As a result, the debt securities are effectively subordinated to the indebtedness under our senior credit facility and any other secured debt we may incur and to the secured debt of any subsidiary guarantor to the extent of the value of the assets securing such debt. In any liquidation, dissolution, bankruptcy or other similar proceeding, the holders of any of our secured debt (including indebtedness under our senior credit facility) or the secured debt of any subsidiary guarantor may assert rights against the secured assets in order to receive full payment of their debt before the assets may be used to pay the holders of the debt securities. As of December 31, 2005, we had approximately \$2.26 billion of secured debt outstanding under our senior credit facility, but none of our U.S. subsidiaries other than our receivables securitization subsidiaries had any secured debt.

If an active trading market does not develop for a series of debt securities sold pursuant to the prospectus, you may be unable to sell any such debt securities or to sell any such debt securities at a price that you deem sufficient.

Unless otherwise specified in an accompanying prospectus supplement, any debt securities sold pursuant to this prospectus will be new securities for which there currently is no established trading market. We may not list any debt securities sold pursuant to this prospectus on a national securities exchange. While the underwriters of a particular offering of debt securities may advise us that they intend to make a market in those debt securities, the underwriters will not be obligated to do so and may stop their market making at any time. No assurance can be given:

that a market for any series of debt securities will develop or continue;

as to the liquidity of any market that does develop; or

as to your ability to sell any debt securities you may own or the price at which you may be able to sell your debt securities.

The subsidiary guarantees may be limited in duration.

Each subsidiary guarantor will guarantee our obligations under the debt securities only for so long as each subsidiary guarantor is required to act as a guarantor under our senior credit facility. If any or all of the subsidiary guarantees are released or terminated or no longer required under the senior credit facility or the senior credit facility is terminated, such subsidiary guarantee(s) will be released under the indenture. The indenture does not contain any covenants that materially restrict our ability to sell, transfer or otherwise dispose of our assets, including the capital stock of our subsidiaries, or the assets of any of our subsidiaries, except as described under the caption "Description of Debt Securities - Consolidation, Merger, Sale or Conveyance." In the event that we sell, transfer or otherwise dispose of some or all of the capital stock of a subsidiary guarantor, such that it is no longer a subsidiary of ours, the guarantee of that subsidiary would terminate. Likewise, in the event a subsidiary guarantor were to sell, transfer or otherwise dispose of all or substantially all of its assets (or incur or guarantee indebtedness where such indebtedness or guarantee is secured by such subsidiary's assets), the ability of the holders of debt securities to collect payments against such subsidiary under the guarantee could be materially and adversely affected.

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The subsidiary guarantees may raise fraudulent transfer issues, which could impair the enforceability of the subsidiary guarantees.

Under U.S. bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, a court found that the guarantee was incurred with actual intent to hinder, delay or defraud creditors or the guarantor did not receive fair consideration or reasonably equivalent value for the guarantee and the guarantor:

was insolvent or was rendered insolvent because of the guarantee and the application of proceeds of the debt securities;

was engaged in a business or transaction for which its remaining assets constituted unreasonably small capital to carry on its business;

intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature; or

was a defendant in an action for money damages, or had a judgment for money damages docketed against it if, in either case, after final judgment the judgment is unsatisfied.

We cannot be sure as to the standard that a court would use to determine whether the subsidiary guarantors were solvent at the relevant time, or that the issuance of the guarantees would not be voided or the guarantees would not be subordinated to the subsidiary guarantors' other debt. A guarantee could also be subject to the claim that, because the guarantee was incurred for the benefit of Dean Foods Company, and only indirectly for the benefit of the subsidiary guarantor, the obligations of the applicable subsidiary guarantor were incurred for less than fair consideration. If a court voided a guarantee as a result of fraudulent conveyance, or held it unenforceable for any other reason, holders of the debt securities would cease to have a claim against the subsidiary guarantor and would be solely creditors of Dean Foods Company and any other subsidiary guarantors. In addition, any payment by that subsidiary guarantor pursuant to its guarantee could be voided and required to be returned to the subsidiary guarantor, or to a fund for the benefit of the creditors of the subsidiary guarantor.

Since we are a holding company, if all of the subsidiary guarantees were voided, that would result in the holder of debt securities having claims that would not be paid prior to substantially all of the other debt and liabilities of the consolidated group of entities. In addition, to the extent that the claims of holders of debt securities against any subsidiary guarantor were subordinated in favor of other creditors of such subsidiary, such other creditors would be entitled to be paid in full before any payment could be made on the debt securities. If one or more subsidiary guarantees are voided or subordinated, there may not be sufficient assets remaining to satisfy claims of holders of the debt securities after providing for all prior claims.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

the sum of its debt, including contingent liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

Each subsidiary guarantee will contain a provision intended to limit the subsidiary guarantor's liability to the maximum amount that it could incur without causing the incurrence of the obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the subsidiary guarantees from being voided under fraudulent transfer law.

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DEAN FOODS COMPANY

We are a leading food and beverage company. Our Dairy Group is the largest processor and distributor of milk and various other dairy products in the United States. The Dairy Group manufactures and sells its products under a variety of local and regional brand names and under private labels. Our WhiteWave Foods Company manufactures, markets and sells a variety of well known soy, dairy and dairy-related nationally branded products such as *Silk*[®] soymilk and cultured soy products, *Horizon Organic*[®] dairy products, *International Delight*[®] coffee creamers and *LAND O LAKES*[®] creamers and fluid dairy products. Our International Group is one of the largest processors and distributors of fluid milk in Spain and Portugal.

Dairy Group Our Dairy Group segment is our largest segment, with approximately 85% of our consolidated sales in 2005. Our Dairy Group manufactures, markets and distributes a wide variety of branded and private label dairy case products, such as milk, cream, ice cream, cultured dairy products and juices to retailers, distributors, foodservice outlets, schools and governmental entities across the United States. Due to the perishable nature of the Dairy Group's products, our Dairy Group delivers the majority of its products directly to its customers' stores in refrigerated trucks or trailers that we own or lease. This form of delivery is called a direct store delivery or DSD system and we believe we have one of the most extensive refrigerated DSD systems in the United States.

WhiteWave Foods Company WhiteWave Foods Company manufactures, develops, markets and sells a variety of nationally-branded soy, dairy and dairy-related products, such as *Silk* soymilk and cultured soy products; *Horizon Organic* dairy and other products; *International Delight* coffee creamers; and *LAND O LAKES* creamers and fluid dairy products. WhiteWave Foods Company also sells *The Organic Cow*[®] organic dairy products; *White Wave*[®] and *Tofu Town*[®] branded tofu and *Hershey*[®] milks and milkshakes. We license the *LAND O LAKES* and *Hershey's* names from third parties.

International Group Our International Group, which consists of Leche Celta, does not qualify as a reportable segment. Leche Celta manufactures, markets and sells private label and branded milk, butter and cream through its internal sales force to retailers and distributors across Spain and Portugal.

Our principal executive offices are located at 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201. Our telephone number is (214) 303-3400. We were incorporated in Delaware in 1994. We maintain a website at www.deanfoods.com. The information on our website is a not a part of this prospectus.

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Unless we state otherwise in any applicable prospectus supplement, we expect to add substantially all of the net proceeds from the sale of the debt securities to our general funds to be used for general corporate purposes, including capital expenditures, working capital, repayment or reduction of long-term and short-term debt and the financing of acquisitions. We may invest funds that we do not immediately require in short-term marketable securities.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the periods indicated:

	Year Ended December 31,				
	2005	2004	2003	2002	2001
Ratio of earnings to fixed charges(a)	3.01x	2.84x	3.07x	2.32x	2.76x

- (a) For purposes of calculating the ratio of earnings to fixed charges, earnings represents income before income taxes plus fixed charges. Fixed charges consist of interest on all debt, amortization of deferred financing costs and the portion of rental expense that we believe is representative of the interest component of rent expense.

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DESCRIPTION OF DEBT SECURITIES

We may issue debt securities in one or more series (each of which we refer to as a series) under an indenture to be entered into between us and The Bank of New York Trust Company, N.A., as trustee. The terms of any series of debt securities will be those specified in or pursuant to the indenture and in the certificates evidencing that series of debt securities and those made part of the indenture by the Trust Indenture Act of 1939.

The following summary of selected provisions of the indenture and the debt securities is not complete, and the summary of selected terms of a particular series of debt securities included in any applicable prospectus supplement also will not be complete. You should review the form of indenture and the form of certificate evidencing the applicable debt securities, which forms have been or will be filed as exhibits to the registration statement of which this prospectus is a part or as exhibits to documents which have been or will be incorporated by reference in this prospectus. To obtain a copy of the indenture or the form of certificate for the debt securities, see *Where You Can Find More Information* in this prospectus. The following summary and the summary in any applicable prospectus supplement are qualified in their entirety by reference to all of the provisions of the indenture and the certificates evidencing the debt securities, which provisions, including defined terms, are incorporated by reference in this prospectus. Capitalized terms used in this section and not defined have the meanings assigned to those terms in the indenture.

The following description of debt securities describes the general terms and provisions of the series of debt securities to which any prospectus supplement may relate. When we offer to sell a series of debt securities, we will describe the specific material terms of the series in a supplement to this prospectus. If any particular terms of the debt securities described in a prospectus supplement differ from any of the terms described in this prospectus, then the terms described in the applicable prospectus supplement will supersede the terms described in this prospectus.

General

The debt securities may be issued from time to time in one or more series of senior debt securities. Any series of debt securities will be our senior unsecured obligations and will rank equally with all of our other senior unsecured indebtedness and will be effectively subordinated to the indebtedness outstanding under our senior credit facility from time to time and any other secured debt we may incur. Each series of debt securities will be fully and unconditionally guaranteed on a senior basis, jointly and severally, by the subsidiaries that are guarantors under our senior credit facility, which are substantially all of our wholly owned U.S. subsidiaries, as described below. Each guarantee will be effectively subordinated to any secured obligations of the subsidiary guarantors. These subsidiary guarantors also guarantee our obligations under the senior credit facility. We can issue an unlimited amount of debt securities under the indenture. The indenture provides that debt securities of any series may be issued up to the aggregate principal amount which may be authorized from time to time by us. The indenture also does not limit the amount of other indebtedness or securities which we may issue, other than limiting secured indebtedness as described below. The trustee will authenticate and deliver debt securities as described in the indenture.

We are a holding company and conduct all of our operations through our subsidiaries. Consequently, our ability to pay our obligations, including our obligation to pay interest on the debt securities and to repay the principal amount of the debt securities at maturity, upon redemption, acceleration or otherwise will depend upon our subsidiaries' earnings and advances or loans made by them to us (and potentially dividends or distributions made by them to us). Our subsidiaries are separate and distinct legal entities and, except for the subsidiary guarantors' obligations under the subsidiary guarantees, have no obligation, contingent or otherwise, to pay any amounts due on the debt securities or to make funds available to us to do so. Our subsidiaries' ability to make advances or loans to us or to pay dividends or make other distributions to us will depend upon their operating results and will be subject to applicable laws and contractual restrictions. The indenture will not limit our subsidiaries' ability to enter into other agreements that prohibit or restrict dividends or other payments or advances to us. Except with respect to the

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covenants Limitation Upon Liens and Limitation on Sale and Leaseback Transactions contained in the indenture described below, the indenture does not restrict or limit the ability of any subsidiary to incur, create, assume or guarantee indebtedness or encumber its assets or properties. At December 31, 2005, we had approximately \$3.4 billion aggregate principal amount of senior indebtedness outstanding (including subsidiary debt we have guaranteed) and no subordinated indebtedness outstanding.

The covenants contained in the indenture would not necessarily afford the holder of debt securities protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders of debt securities.

We will provide the specific terms of the series of debt securities being offered in a supplement to this prospectus. These terms will include some or all of the following:

the title of the series of debt securities;

any limit upon the aggregate principal amount of the offered debt securities;

the currency or currency units or composite currencies based on or relating to currencies in which the offered debt securities are denominated and/or in which principal (and premium, if any) and/or any interest will or may be payable;

any index used to determine the amount of payment of principal of, and any premium and interest on, the offered debt securities;

if other than 100% of the principal amount, the percentage of their principal amount at which the offered debt securities will be offered;

the date or dates (or method to determine them) on which the principal of the offered debt securities will be payable;

the rate or rates (or method to determine them) at which the offered debt securities will bear interest, if any, the date or dates from which any interest will accrue and on which interest will be payable, and the record dates for the determination of the holders to whom interest is payable;

if other than as set forth in this prospectus, the place or places where the principal of and interest, if any, on the offered debt securities will be payable;

the price or prices at which, the period or periods within which and the terms and conditions upon which offered debt securities may be redeemed, in whole or in part, at our option;

our obligation, if any, to redeem, repurchase or repay offered debt securities, whether pursuant to any sinking fund or other provisions or at the option of a holder thereof;

whether the offered debt securities will be represented in whole or in part by one or more global notes registered in the name of a depository or its nominee;

whether the offered debt securities will be issuable in registered form or bearer form and, if the offered debt securities are issuable in bearer form, restrictions applicable to the exchange of one form for another and to the offer, sale and delivery of offered debt securities in bearer form;

whether and under what circumstances we will pay additional amounts on offered debt securities held by a person who is not a U.S. person (as defined in the prospectus supplement) in respect of any tax, assessment or governmental charge withheld or deducted, and if so, whether we will have the option to redeem those debt securities rather than pay the additional amounts;

any additional event of default; and

any other terms or conditions and any other deletions from, modifications of, or additions to the Indenture in respect of such series.

Principal includes, when appropriate, the premium, if any, on the offered debt securities.

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Each series of debt securities will be a new issue with no established trading market. Therefore, we can give no assurance that there will be a liquid trading market for the debt securities. We may purchase debt securities at any time in the open market or otherwise. Debt securities we purchase may, in our discretion, be held, resold, canceled or used to satisfy any sinking fund or redemption requirements.

Debt securities bearing no interest or interest at a rate which, at the time of issuance, is below the prevailing market rate will be sold at a substantial discount below their stated principal amount. Material U.S. federal income tax and other considerations applicable to these discounted debt securities (or to other debt securities issued at par which are treated as having been issued at a discount for U.S. federal income tax purposes) will be described in a prospectus supplement.

The debt securities may be denominated in U.S. dollars, or in any other currency, currency unit or composite currency. If we sell any of the debt securities for any foreign currency, currency unit or composite currency or if principal, premium, if any, and interest on any of the debt securities is payable in any foreign currency, currency unit or composite currency, the restrictions, elections, tax consequences, specific terms and other information with respect to that issue of debt securities and the foreign currency, currency unit or composite currency will be set forth in the prospectus supplement relating to those debt securities.

Unless otherwise indicated in a prospectus supplement, principal and interest will be payable at the office or agency we maintain for that purpose. Debt securities may also be registered for transfer or exchange at that office or agency. At our option, payment of interest on registered debt securities may be made by check or by wire transfer. No service charge will be made for any exchange or registration of transfer of the debt securities, but we may require payment of a sum sufficient to cover any tax or other government charge.

Subsidiary Guarantees

Our obligations under the indenture and the debt securities, including the payment of principal of, and premium, if any, and interest on, the debt securities, will be fully and unconditionally guaranteed by the subsidiaries that are guarantors under our senior credit facility, which are substantially all of our wholly owned U.S. subsidiaries. The subsidiary guarantors represent substantially all of our revenue, income and assets. The subsidiary guarantors guarantees will be joint and several obligations.

The guarantees will be senior unsecured obligations of each subsidiary guarantor and will rank equally with all of the other senior unsecured obligations of the subsidiary guarantor. Each guarantee will be effectively subordinated to any secured obligations of the subsidiary guarantors. The obligations of each subsidiary guarantor under its guarantee will provide that it be limited as necessary to prevent that guarantee from constituting a fraudulent conveyance under applicable law.

If a guarantee were rendered voidable, it could be subordinated by a court to all other liabilities and obligations (including guarantees and other contingent liabilities) of the applicable subsidiary guarantor, and, depending on the amount of such liabilities and obligations, a subsidiary guarantor's liability on its guarantee could be reduced to zero.

The guarantees will not contain any restrictions on the ability of any subsidiary guarantor to (i) pay dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of that subsidiary guarantor's capital stock or (ii) make any payment of principal, premium, if any, or interest on or repay, repurchase or redeem any debt securities of that subsidiary guarantor.

A subsidiary guarantor may consolidate with, merge with or into, or transfer all or substantially all its assets to any other person to the extent described below under Consolidation, Merger, Sale or Conveyance, but, if such other person is not Dean Foods or another subsidiary guarantor, such subsidiary guarantor's obligations under its subsidiary guarantee must be expressly assumed by such other person, unless the guarantee is released as described in the following paragraph.

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The guarantee of a subsidiary guarantor will be released to the extent such subsidiary guarantor is released as a guarantor under the senior credit facility or the senior credit facility is refinanced without such subsidiary guarantor being a guarantor or the senior credit facility is otherwise terminated.

Reports to the Trustee

We are required to provide the trustee with an officers certificate each fiscal year stating that we reviewed our activities during the preceding fiscal year and that, after reasonable investigation and inquiry by the certifying officers, we are in compliance with the requirements of each indenture and that no default exists or, if we know of a default, we must identify it.

We will comply with Section 14(e) under the Exchange Act, and any other tender offer rules under the Exchange Act which may be applicable, in connection with any obligation of ours to purchase offered debt securities at the option of the holders of those securities. Any such applicable obligation and tender offer rules will be described in the applicable prospectus supplement.

Unless otherwise described in a prospectus supplement relating to any offered debt securities, there are no covenants or provisions contained in the indenture which may afford the holders of offered debt securities protection in the event of a highly leveraged transaction involving us, except to the limited extent described below under

Limitation Upon Liens, Limitation on Sale and Leaseback Transactions and Consolidation, Merger, Sale or Conveyance. These covenants or provisions are not subject to waiver by our board of directors without the consent of the holders of not less than a majority in principal amount of debt securities of each series. For more information please refer to Modification of Indenture below.

Limitation Upon Liens

The indenture provides that, so long as any of the senior debt securities of a series remain outstanding, unless the terms of the series provide otherwise, we will not and will not permit any Consolidated Subsidiary to issue, assume or guarantee any indebtedness for money borrowed (indebtedness) that is secured by a mortgage, pledge, security interest or other lien or encumbrance (a lien) upon or with respect to any Principal Property or on the capital stock of any Consolidated Subsidiary that owns a Principal Property unless

we secure the senior debt securities equally and ratably with (or prior to) any and all other obligations and indebtedness secured by that lien, or

the aggregate amount of all the indebtedness secured by the lien on us or our Consolidated Subsidiaries then outstanding, together with all Attributable Debt in respect of sale and leaseback transactions existing at that time, would not exceed 15% of the Consolidated Net Tangible Assets of Dean Foods, with the exception of transactions that are not subject to the limitation described in Limitation on Sale and Leaseback Transactions below.

The above limitation will not apply to some types of permitted liens. Therefore, the indebtedness secured by those permitted liens is excluded in computing indebtedness for purposes of this limitation. These permitted liens include: liens existing as of the date of the issuance of senior debt securities of any series;

liens on property or assets of, or any shares of stock or securing indebtedness of, any corporation existing at the time such corporation becomes a Consolidated Subsidiary;

liens on property, assets, shares of stock or securing indebtedness existing at the time of an acquisition, including an acquisition through merger or consolidation, and liens to secure indebtedness incurred prior to, at the time of or within 180 days after the later of the completion of the acquisition, or the completion of the construction and commencement of the operation of, any such property, for the purpose of financing all or any part of the purchase price or construction cost of that property;

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liens to secure specified types of development, operation, construction, alteration, repair or improvement costs;

liens in favor of, or which secure indebtedness owing to, us or a Consolidated Subsidiary;

liens in connection with government contracts, including the assignment of moneys due or to come due on those contracts;

certain types of liens in connection with legal proceedings;

certain types of liens arising in the ordinary course of business and not in connection with the borrowing of money such as mechanics', materialmen's, carriers' or other similar liens;

liens on property securing obligations issued by a domestic governmental issuer to finance the cost of an acquisition or construction of that property;

extensions, substitutions, replacements or renewals of the foregoing if the principal amount of the indebtedness secured thereby is not increased and is not secured by any additional assets; and

liens securing indebtedness or any other obligation under the senior credit facility.

Limitation on Sale and Leaseback Transactions

The indenture provides that, so long as any of the senior debt securities of a series remain outstanding, unless the terms of that series provide otherwise, neither we nor any Consolidated Subsidiary may enter into any arrangement with any person (other than ourselves) where we or a Consolidated Subsidiary agree to lease any Principal Property which has been or is to be sold or transferred more than 120 days after the later of (i) such Principal Property has been acquired by us or a Consolidated Subsidiary and (ii) completion of construction and commencement of full operation thereof, by us or a Consolidated Subsidiary to that person (a Sale and Leaseback Transaction). Sale and Leaseback Transactions with respect to facilities financed with specified tax exempt securities are excepted from the definition. This covenant does not apply to leases of a Principal Property for a term of less than three years.

This limitation also does not apply to any Sale and Lease-Back Transaction if

the net proceeds to us or a Consolidated Subsidiary from the sale or transfer equal or exceed the fair value, as determined by our board of directors, of the Principal Property so leased,

we or the Consolidated Subsidiary could incur indebtedness secured by a lien on the Principal Property to be leased pursuant to the terms discussed in Limitation Upon Liens above in an amount equal to the Attributable Debt with respect to the Sale and Leaseback Transaction without equally and ratably securing the senior debt securities, or

we, within 120 days after the effective date of the Sale and Leaseback Transaction, apply an amount equal to the fair value as determined by our board of directors of the Principal Property so leased to:

the prepayment or retirement of our Funded Debt, which may include debt securities; or

the acquisition of additional real property.

Certain Definitions

The terms set forth below are defined in the indenture as follows:

Attributable Debt, in respect of the Sale and Leaseback Transactions described above, means as of any particular time, the present value, calculated using a rate of interest implicit in such transaction determined in accordance with generally accepted accounting principles in the United States, of the obligation of a lessee for rental payments during the remaining term of any lease,

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including any period for which that lease has been extended or may, at the option of the lessor, be extended.

Consolidated Net Tangible Assets means the aggregate amount of assets, reduced by applicable reserves and other properly deductible items, after deducting all current liabilities, excluding the current portion of any Funded Debt and any other current liabilities constituting Funded Debt because it is extendible or renewable, and

all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other similar intangibles,

all as set forth on the books and records of Dean Foods and its Consolidated Subsidiaries and computed in accordance with generally accepted accounting principles in the United States.

Consolidated Subsidiary means a subsidiary of Dean Foods, the accounts of which are consolidated with those of Dean Foods in accordance with generally accepted accounting principles in the United States.

Funded Debt means all indebtedness for the repayment of money borrowed, whether or not evidenced by a bond, debenture, note or similar instrument or agreement, having a final maturity of more than 12 months after the date of its creation or having a final maturity of less than 12 months after the date of its creation but by its terms being renewable or extendible beyond 12 months after such date at the option of the borrower. When determining Funded Debt, indebtedness will not be included if, on or prior to the final maturity of that indebtedness, we have deposited the necessary funds for the payment, redemption or satisfaction of that indebtedness in trust with the proper depository.

Principal Property means, as of any date, any building, structure or other facility, together with the land upon which it is erected and any fixtures which are a part of the building, structure or other facility, used primarily for manufacturing, processing or production, in each case located in the United States, and owned or leased or to be owned or leased by Dean Foods or any Consolidated Subsidiary, and in each case the net book value of which as of that date exceeds 2% of the Consolidated Net Tangible Assets of Dean Foods as shown on the consolidated balance sheet contained in our latest filing with the SEC, other than any such land, building, structure or other facility or portion thereof which is a pollution control facility, or which, in the opinion of our board of directors, is not of material importance to the total business conducted by us and our Consolidated Subsidiaries, considered as one enterprise.

Events of Default

Event of default means, with respect to any series of debt securities, any of the following:
failure to pay interest that continues for a period of 30 days after payment is due;

failure to make any principal or premium payment when due;

failure to comply with any of our other agreements contained in the indenture or in the debt securities for 90 days after either the trustee notifies us of the failure or the holders of at least 25% in principal amount of the outstanding debt securities affected by the failure notify us and the trustee of the failure;

failure to make any payment after the maturity of any indebtedness of the Company with an aggregate principal amount in excess of \$250 million or the acceleration of indebtedness of the Company with an aggregate principal amount in excess of \$250 million as a result of a default with respect to such indebtedness, and such indebtedness, in either case, is not discharged or such acceleration is not cured, waived, rescinded or annulled within a period of 30 days after we receive written notice; or

other events of bankruptcy, insolvency or reorganization as specified in the indenture.

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In general, the trustee is required to give notice of a default with respect to a series of debt securities to the holders of that series. The trustee may withhold notice of a default if the trustee in good faith determines that it is in the best interest of the holders of that series to do so, other than a default in the payment of principal of, and premium, if any, or interest on any debt security or in the making of any sinking fund payment. An event of default for a particular series of debt securities does not necessarily constitute an event of default for other series of debt securities. Additional events of default may be prescribed for the benefit of holders of any series of debt securities and will be described in a prospectus supplement.

If there is a continuing event of default with respect to any series of debt securities, then either the trustee or the holders of at least 25% in aggregate principal amount of that series may require us to immediately repay the principal and accrued interest on the affected series or, if the debt securities of that series are original issue discount securities, such portion of the principal amount as may be specified in the terms of that series. Subject to specified conditions, the requirement to repay with respect to a series of debt securities may be annulled, and past defaults waived by the holders of a majority in principal amount of the debt securities of that series then outstanding, other than a continuing default in payment of principal of or premium, if any, or interest on the debt securities.

The trustee may refuse to enforce the indenture or the debt securities unless it first receives satisfactory security or indemnity. Subject to limitations specified in the indenture, the holders of a majority in principal amount of the then outstanding debt securities of an affected series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee under the indenture or exercising any trust or power conferred on the trustee with respect to the debt securities of that series.

Consolidation, Merger, Sale or Conveyance

The indenture provides that we may consolidate with, or sell, convey or lease all or substantially all of our assets to, or merge with or into, any other corporation, if

either we are the continuing corporation, or the successor corporation expressly assumes the due and punctual payment of the principal of and interest on all the debt securities outstanding under the indenture according to their tenor and the due and punctual performance and observance of all of the covenants and conditions of the indenture to be performed or observed by us; and

immediately after the merger or consolidation, or the sale, conveyance or lease, no event of default, and no event which, after notice or lapse of time or both, would become an event of default, shall have occurred and be continuing.

Modification of the Indenture

The indenture contains provisions permitting us, the subsidiary guarantors and the trustee to amend or supplement the indenture or the notes of a series with the consent of the holders of a majority in principal amount of the notes of that series then outstanding. However, no amendment or supplement may, among other things, (a) extend the final maturity of any note, or reduce the rate or extend the time of payment of any interest on the note, or reduce the principal amount of any note, premium on any note, or reduce any amount payable upon any redemption of any note, or (b) reduce the percentage of principal amount of the notes that is required to approve an amendment or supplement to the indenture, without the consent of the holder of each note so affected.

Satisfaction and Discharge of Indenture; Defeasance

We may terminate our obligations under the debt securities of any series, except for certain surviving obligations, if either all of the debt securities of that series have been delivered to the trustee for cancellation or the debt securities of that series mature within one year or may be called for redemption within one year and, among other things, we deposit with the trustee cash or appropriate government

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obligations sufficient for the payment of principal and interest on the debt securities of that series to maturity.

The indenture, except for certain specified surviving obligations, will be discharged and canceled upon the satisfaction of certain conditions, including the payment of all of the debt securities or the deposit with the trustee of cash or appropriate government obligations or a combination thereof sufficient for the payment or redemption in accordance with the indenture and the terms of each series of debt securities.

Legal Defeasance

We may be discharged from any and all obligations in respect of the debt securities of any series (except for certain obligations to register the transfer or exchange of debt securities, to replace stolen, destroyed, lost or mutilated debt securities, to maintain paying agencies, to compensate and indemnify the trustee and to furnish the trustee with the names and addresses of holders of debt securities), which we refer to as defeasance, if:

we irrevocably deposit with the trustee, in trust, cash and/or securities of the United States government, or securities of agencies of the United States government backed by the full faith and credit of the United States government, in an amount certified by a nationally recognized firm of independent public accountants to be sufficient to pay the principal of and interest on the debt securities of that series on the applicable due dates for those payments in accordance with the terms of the debt securities;

we deliver to the trustee either (i) an opinion of counsel, based on a ruling of the United States Internal Revenue Service (unless there has been a change in the applicable United States federal income tax law), to the effect that the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of such defeasance and will be subject to United States federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the defeasance had not occurred or (ii) a ruling of the United States Internal Revenue Service directed to the trustee to the same effect as set forth in clause (i) above;

immediately after giving effect to the deposit specified in the first bullet point, on a pro forma basis, no event of default with respect to the debt securities of that series shall have occurred and be continuing on the date of deposit or, with respect to defaults occurring upon certain events of bankruptcy, insolvency or reorganization relating to us, at any time during the period ending on the 91st day after the date of the deposit; and

we deliver to the trustee an officers certificate and an opinion of counsel each stating that we have complied with all of the above requirements.

Defeasance of Certain Obligations

We may omit to comply with certain covenants with respect to the debt securities of any series, and any such omission will not constitute an event of default with respect to the debt securities of that series, which we refer to as covenant defeasance, if:

we irrevocably deposit with the trustee, in trust, cash and/or securities of the United States government, or securities of agencies of the United States government backed by the full faith and credit of the United States government, in an amount certified by a nationally recognized firm of independent public accountants to be sufficient to pay the principal of and interest on the debt securities of that series on the applicable due dates for those payments in accordance with the terms of the debt securities;

we deliver to the trustee an opinion of counsel to the effect that the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of such covenant defeasance and will be subject to United States federal income tax on the

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same amounts and in the same manner and at the same times as would have been the case if the covenant defeasance had not occurred;

immediately after giving effect to the deposit specified in the first bullet point, on a pro forma basis, no event of default with respect to the debt securities of that series shall have occurred and be continuing on the date of the deposit or, with respect to defaults occurring upon certain events of bankruptcy, insolvency or reorganization relating to us, at any time during the period ending on the 91st day after the date of the deposit;

if the debt securities of that series are then listed on a national securities exchange, we deliver to the trustee an opinion of counsel to the effect that the debt securities will not be delisted as a result of such covenant defeasance; and

we deliver to the trustee an officers certificate and an opinion of counsel each stating that we have complied with all of the above requirements.

If we exercise our option to effect a defeasance or covenant defeasance with respect to the debt securities of any series, as described above, and the trustee or paying agent is unable to apply any money or securities that we have deposited because of any legal proceeding or any order or judgment of any court of governmental authority, in each case our obligations under the indenture and the debt securities of that series will be revived and reinstated.

Governing Law

The indenture and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

Concerning the Trustee

The Bank of New York Trust Company, N.A. will be the trustee under the indenture. We maintain customary banking relationships in the ordinary course of business with the trustee and its affiliates.

BOOK-ENTRY ISSUANCE

The debt securities offered by any prospectus supplement may be issued in whole or in part in book-entry form and represented by one or more global securities, referred to as global securities. Global securities will be deposited with or on behalf of a depository, referred to as the global security depository, identified in the applicable prospectus supplement relating to the series and will be registered in the name of the global security depository or its nominee. Unless and until it is exchanged for debt securities in definitive certificated form under the limited circumstances described below or in any other circumstances that may be described in the applicable prospectus supplement, a global security may not be transferred except as a whole by the global security depository to a nominee of the global security depository or by a nominee of the global security depository to the global security depository or another nominee of the depository or by the global security depository or its nominee to a successor of the global security depository or a nominee of the successor.

Unless otherwise specified in the applicable prospectus supplement, The Depository Trust Company, or DTC, will act as global security depository for any global securities. The descriptions of the operations and procedures of DTC set forth below are provided solely as a matter of convenience. These operations and procedures are solely within the control of DTC and are subject to change by DTC from time to time. We take no responsibility for these operations or procedures, and investors are urged to contact DTC directly to discuss these matters.

DTC has advised us that DTC is:

a limited-purpose trust company organized under the New York Banking Law;

a banking organization within the meaning of the New York Banking Law;

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a member of the Federal Reserve System;

a clearing corporation within the meaning of the New York Uniform Commercial Code, as amended; and

a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, or Exchange Act.

DTC holds securities for its participants and facilitates post-trade settlement among its participants of sales and securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between accounts of its participants, thereby eliminating the need for physical transfer and delivery of securities certificates. DTC participants include both U.S. and non-U.S. securities brokers and dealers, which may include one or more of the underwriters, agents or dealers involved in the distribution of the applicable securities, banks and trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation, or DTCC. DTCC, in turn, is owned by a number of direct participants of DTC and members of the National Securities Clearing Corporation Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, also subsidiaries of DTCC, as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to DTC's system is also available to other entities such as banks, both U.S. and non-U.S. brokers, dealers, trust companies and clearing corporations, which we collectively refer to as indirect participants, that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. Investors who are not participants may beneficially own securities held by or on behalf of DTC only through participants or indirect participants. The rules applicable to DTC participants are on file with the SEC.

Purchases of securities within the DTC system must be made by or through direct participants, which will receive a credit for those securities on DTC's records. The ownership interest of the actual purchaser of a security, which we sometimes refer to as a beneficial owner, is in turn recorded on the direct and indirect participants' records. Beneficial owners of securities will not receive written confirmation from DTC of their purchases. However, beneficial owners are expected to receive written confirmations providing details of their transactions, as well as periodic statements of their holdings, from the direct or indirect participants through which they purchased securities. Transfers of ownership interests in global securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners.

To facilitate subsequent transfers, all global securities deposited with DTC will be registered in the name of DTC's partnership nominee, Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the securities. DTC has no knowledge of the actual beneficial owners of the securities. DTC's records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. DTC's participants are responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC or its nominee. If less than all of the applicable securities are being redeemed, DTC will determine the amount of the interest of each direct participant in the applicable securities to be redeemed in accordance with DTC's procedures.

In any case where a vote may be required with respect to the applicable securities, neither DTC nor Cede & Co. will give consents for or vote those securities unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC will mail an omnibus proxy to us as

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soon as possible after the record date. The omnibus proxy assigns the consent or voting rights of Cede & Co. or such other nominee as has been designated by DTC to those direct participants to whose accounts the applicable securities are credited on the record date identified in a listing attached to the omnibus proxy.

Payments on global securities will be made to Cede & Co., as nominee of DTC, or such other nominee as has been designated by DTC. DTC's practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from us or the trustee or transfer agent, as the case may be, on the relevant payment date in accordance with their respective holdings shown on DTC's records. Payments by direct and indirect participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in street name. Those payments will be the responsibility of participants and not of DTC, its nominee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. or such other nominee as has been designated by DTC is our responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants.

Except under the limited circumstances described below or under such other circumstances as may be described in the applicable prospectus supplement, purchasers of debt securities will not be entitled to have those debt securities registered in their names and will not receive physical delivery of those debt securities. Accordingly, each beneficial owner must rely on the procedures of DTC and its participants to exercise any rights under those debt securities and the applicable indenture or other instrument or agreement pursuant to which those debt securities were issued.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer or pledge beneficial interests in global securities.

DTC is under no obligation to provide its services as depository for any debt securities and may discontinue providing its service at any time by giving notice to us. Neither we nor the trustee or any agent, as the case may be, for the applicable debt securities will have any responsibility for the performance by DTC or its direct or indirect participants under the rules and procedures governing DTC.

Beneficial owners of debt securities registered in book-entry form will not receive certificates representing their ownership interests in those debt securities. However, if:

the depository for a global security notifies us that it is unwilling or unable to continue as depository for that global security or the depository for that global security ceases to be a clearing agency registered as such under the Exchange Act, if so required by applicable law or regulation, and we do not appoint a successor depository within 90 days after we receive that notice or become aware of the depository ceasing to be so registered, as the case may be,

we, in our sole discretion, determine that the applicable debt securities will no longer be represented by global securities, or

an event of default (if any) with respect to the applicable debt securities has occurred and is continuing, we will issue and deliver definitive certificated debt securities in exchange for interests in the applicable global security. We anticipate that those definitive certificated debt securities will be registered in the name or names as the depository instructs the trustee or transfer agent, as the case may be, for those debt securities and that those instructions will be based upon directions received by the depository from its participants with respect to ownership of beneficial interests in the applicable global securities.

We obtained the information in this section and elsewhere in this prospectus concerning DTC and DTC's book-entry system from sources that we believe to be reliable, but we take no responsibility for the accuracy of this information.

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PLAN OF DISTRIBUTION

We may sell the debt securities in any of four ways:

directly to purchasers;

through agents;

through dealers; or

through one or more underwriters or a syndicate of underwriters in an underwritten offering.

With respect to each offering of a series of debt securities, the following information will be set forth in, or may be calculated from the information set forth in, the related prospectus supplement:

the terms of any offering, including the name or names of any underwriters, dealers or agents, the purchase price of such series of debt securities and the proceeds to us from such sale;

any underwriting discounts, selling commissions and other items constituting underwriters', dealers' or agents' compensation;

any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers or agents; and

any securities exchanges on which the debt securities of the series may be listed.

Only underwriters named in the prospectus supplement are deemed to be underwriters in connection with the debt securities offered by the prospectus supplement.

If we sell debt securities through underwriters, the underwriters will acquire the debt securities for their own account. Debt securities may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Debt securities may be offered to the public either through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise set forth in the applicable prospectus supplement, the obligations of the underwriters to purchase debt securities will be subject to the approval of legal matters by counsel and other conditions and the underwriters will be obligated to purchase all the debt securities offered by the prospectus supplement if any of the debt securities are purchased. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

We may also sell the debt securities directly or through agents, which may also act as principals, which we may designate from time to time. Any agent involved in the offer or sale of debt securities with regard to which this prospectus is delivered will be named, and any commissions we may pay to the agent will be set forth in, or may be calculated from the information set forth in, the applicable prospectus supplement. Unless otherwise indicated in the applicable prospectus supplement, any agent will be acting on a reasonable efforts basis for the period of its appointment. In the case of sales we may directly make, no commission will be payable.

If so indicated in a prospectus supplement, we will authorize agents, underwriters or dealers to solicit offers by specified institutions to purchase debt securities from us at the public offering price set forth in that prospectus supplement pursuant to delayed delivery contracts providing for payment and delivery on a future date specified in the prospectus supplement. These contracts will be subject to the conditions set forth in the prospectus supplement, and the prospectus supplement will set forth the commissions payable for solicitation of the contracts.

Agents and underwriters may be entitled under agreements entered into with us to indemnification by us against specified civil liabilities, including liabilities under the Securities Act of 1933, or to contribution with respect to payments which the agents or underwriters may be required to make with respect to the liabilities. Agents and underwriters may be customers of, engage in transactions with, or perform services

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for us or our affiliates in the ordinary course of business for which they have received or will receive customary fees and expenses.

The debt securities of any series may not be listed on a national securities exchange and, if listed, the listing of debt securities may not continue until the maturity of such series of such series of debt securities. Some broker-dealers may make a market in the any series of debt securities, but they will not be obligated to do so and may discontinue any market making activities at any time and without any notice to you. Further, we cannot assure you that any broker-dealer market will be reasonably liquid or broad. If we know that any series of debt securities will be listed on an exchange or that a broker-dealer will make a market in any series of debt securities, we will include that information in the prospectus supplement.

To facilitate an offering of a series of debt securities, persons participating in the offering may engage in transactions that stabilize, maintain, or otherwise affect the market price of such debt securities. This may include over-allotments or short sales of such debt securities, which involves the sale by persons participating in the offering of more debt securities than have been sold to them by us. In those circumstances, such persons would cover such over-allotments or short positions by purchasing in the open market or by exercising the over-allotment option granted to those persons. In addition, those persons may stabilize or maintain the price of debt securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to underwriters or dealers participating in any such offering may be reclaimed if debt securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of such debt securities at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

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LEGAL MATTERS

Legal matters relating to the debt securities will be passed upon for us by Wilmer Cutler Pickering Hale and Dorr LLP, Washington, D.C.

EXPERTS

The consolidated financial statements and related consolidated financial statement schedules of Dean Foods Company and subsidiaries (the Company) as of December 31, 2005 and 2004, and for each of the three years ended December 31, 2005, 2004 and 2003, and management's report on the effectiveness of internal control over financial reporting as of December 31, 2005, incorporated in this prospectus by reference to the Company's Annual Report on Form 10-K filed on March 10, 2006, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, and have been so incorporated by reference in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.