

**BARRETTS MINERALS INC.**  
*A subsidiary of Minerals Technologies Inc.*  
Agreement No.: 070289

CONFIDENTIAL INFORMATION DISCLOSURE AGREEMENT

**Effective Date: October 12, 2007**  
**Disclosure End Date: October 11, 2011**  
**Termination Date: October 11, 2021**

1. The parties to this Agreement, and their addresses, are:

**ELECTRIC CITY POWER**  
Attn: Fiscal Services  
PO Box 5021  
Great Falls, MT 59403  
"Participant"

**BARRETTS MINERALS INC.**  
2700 Bluff Road  
Mt. Vernon, IN 47620  
"BMI"

2. The recipient of Confidential Information shall be: Participant  BMI  Both

3. Confidential Information under the terms of this Agreement includes, but is not limited to, BMI's power pricing, power usage, and specific terms of the Parties July 1, 2007 Amended and Restated Long Term Power Supply Agreement.

The amount of Confidential Information to be disclosed shall be completely within the discretion of the disclosing party. All disclosures under this Agreement must be made by the Disclosure End Date identified above.

4. The purpose of this Agreement is to enable the City of Great Falls Electric Coop to engage in the business of providing electrical services to BMI's plant.
5. Any communication by either party concerning this Agreement shall be sent to the representative of the other party. Either party may change its representative by giving written notice of the change to the other party. The representative of each party is:

Participant: Coleen Balzarini,  
City Control, Director of Financial  
Services City of Great Falls

BMI: Rocky Smith,  
North American Talc Operations Manager

6. Confidential Information shall include disclosures of information that have already been made or that will be made in the course of this Agreement including, without limitation, data, know-how, formulas, compositions, processes, documents, designs, sketches, photographs, plans, graphs, drawings, specifications, equipment, samples, reports, customer lists, pricing information, studies, findings, inventions and ideas generated as a relevant part of this Agreement.

7. (a) Standard of Care: The recipient of Confidential Information shall exercise reasonable care to prevent its disclosure to any third party, shall restrict its use to the purpose of this Agreement set forth in Paragraph 4 above and shall limit disclosure of Confidential Information within its own organization to individuals whose duties justify the need to know such information, who have a clear understanding of the obligations of this Agreement and who are legally obligated to maintain the confidentiality of Confidential Information.

(b) Use of Consultants: The parties acknowledge that consultants are third parties to this Agreement and, accordingly, a party will obtain a written consent from a disclosing party before providing a consultant with access to a disclosing party's Confidential Information. A request for consent shall be accompanied by an

original, signed statement by the consultant that any Confidential Information received by the consultant will be treated in accordance with the terms of this Agreement. The receiving party shall guarantee the performance of a consultant for whom consent is obtained. A disclosing party shall have the sole discretion to grant or refuse consent.

8. The recipient of Confidential Information shall be under no obligation with respect to any information which: (a) at the time of disclosure is available to the public; or (b) after disclosure becomes available to the public through no fault of the recipient, provided that the obligations of the recipient shall cease only after the date on which such information has become available to the public; or (c) the recipient can demonstrate through tangible evidence was in its possession before receipt from the disclosing party; or (d) is disclosed to the recipient without restriction on disclosure by a third party who has the lawful right to disclose such information. Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (1) specific and embraced by more general information in the public domain or recipient's possession or (2) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.
9. This Agreement does not grant any right or license, express or implied, to use Confidential Information except for the purpose of this Agreement, nor any right or license, express or implied, under any patent, nor any right to purchase, distribute or sell any product.
10. All obligations created by this Agreement shall expire on the Termination Date.
11. If either Party to this Agreement is required by law or ordered by a court or governmental agency of competent jurisdiction to disclose any Confidential Information, the disclosing Party shall promptly notify the non-disclosing Party. Both parties shall seek to restrain such disclosure and to obtain a protective order or other appropriate relief from the court or agency. If a protective order or other relief is not obtained, the disclosing Party may disclose only that portion of the Confidential Information which is legally required.
12. The burden of showing that any of the confidential information is not subject to the obligations of this Confidentiality Agreement shall rest with the party seeking to make such an exception.
13. Any disclosure of information will be in accord with all governmental regulations including regulations controlling the export of technical data promulgated by the United States Department of Commerce.
14. In this Agreement, Participant or BMI shall be understood to include any company controlling, controlled by, or under common control with Participant or BMI, respectively, through equitable ownership, direct or indirect.
15. Any invention, discovery, design or improvement which is independently conceived of, developed or made in the course of or as a result of this Agreement between the parties, shall be owned by the party making such independent invention, discovery, design or improvement. In the case that any invention, discovery, design or improvement is jointly conceived of, developed or made in the course of or as a result of this Agreement between the parties, the same shall be owned jointly by the parties.
16. Participant shall treat the existence of this Agreement and its contents as Confidential Information.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A.

By the signatures below of duly-authorized persons, BMI and Participant agree to all of the terms and conditions of this Agreement.

**ELECTRIC CIT POWER**


By: *Coleen Balzarini*

Name: Coleen Balzarini

Title: Fiscal Services Director  
City of Great Falls

Date: 11/15/07

**BARRETTS MINERALS INC.**

By: *Thomas E. Nye* 

Name: Thomas E. Nye

Title: Director - Manufacturing, Performance Minerals

Date: 11/9/2007

**Amended and Restated  
Long Term Power Supply Agreement**

This Amended and Restated Long Term Power Supply Agreement (the “Agreement”) is made as of the Effective Date between Electric City Power, Inc., a Montana nonprofit corporation (“Electric City”), an electricity supplier licensed by the Montana Public Service Commission, and Barretts Minerals Inc. (“Customer”), a Montana corporation, each a “Party” and, collectively, the “Parties” to this Agreement.

**Recitals**

The circumstances and facts under which this Agreement is made and executed are as follows:

1. The City of Great Falls, Montana (the “City”) authorized the organization of Electric City as an instrumentality of the City pursuant to the provisions of the Montana Nonprofit Corporation Act, Title 31, Chapter 2, Montana Code Annotated, as amended, to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City’s municipal electric utility established pursuant to Section 5.20.030, OCCGF, and to provide reliable electricity supply services to consumers within and outside of the boundaries of the City at stable, cost-based rates, all for and on behalf of the City.
2. Electric City has previously been licensed by the Montana Public Service Commission as an “electricity supplier” under the Electric Utility Restructuring and Customer Choice Act, Title 69, Chapter 8, Montana Code Annotated, as amended (the “Customer Choice Act”), with the authority to provide electricity supply services to certain classes of electricity consumers within the State.
3. Effective October 1, 2007, Montana House Bill 25 prospectively repeals the primary elements of the Customer Choice Act but preserves electricity supply contracts that are in effect prior to October 1, 2007 and requires that licensed electricity suppliers under the Customer Choice Act provide, and their customers be afforded, fair and open long-term access to transmission and distribution facilities, as determined by the Montana Public Service Commission.
4. Electric City, through the City, is a member of Southern Montana Electric Generation & Transmission Cooperative, Inc., (“SME”), a rural electric cooperative organized and doing business under the provisions of Title 35, Chapter 18 of the Montana Code Annotated.
5. Through the City, Electric City purchases electricity under a full requirements contract with SME, which in turn maintains certain portfolio power supply resources in order to provide reliable, cost-based electricity service to the City and its other member customers.

6. Among other power supply resources, SME is undertaking the development of a 250 megawatt coal-fired electric generating facility located in Cascade County, Montana near the City of Great Falls known as the Highwood Generating Station (“HGS”), presently anticipated to begin commercial operation in 2012, which will be operated by SME and which is anticipated to become a major component of SME’s portfolio power supply resources.
7. Electric City presently intends to acquire a 15% ownership interest in HGS and, in connection with the acquisition and financing of such ownership interest, desires to enter into long-term power supply agreements with retail customers in order sell the electricity from its ownership interest at cost-based rates that will provide Electric City with revenues sufficient to enable it to pay the costs of operation, maintenance and debt service costs of its ownership interest in HGS as well as to otherwise acquire and provide low-cost power supply resources to Electric City’s customers.
8. Customer operates a talc processing facility at a site located at 8625 Highway 91, Dillon, Montana (the “Facility”).
9. Electric City and Customer previously entered into a Power Supply Agreement for service starting on July 1, 2007 and providing for continued service through June 30, 2011 (the “Previous Contract”).
10. The Parties desire to amend and restate their Previous Contract and Customer desires to purchase and receive from Electric City its total electricity requirements for operation of its Facility, and Electric City is willing and able to secure and furnish Customer the electric power to meet Customer’s needs, during the term of this Agreement and any extension thereof.

Now, Therefore, in consideration of the foregoing, the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Article I** Definitions

The following definitions and terms apply to this Agreement and all communications under this Agreement.

“Billing Month” means the time elapsed between two successive meter readings by Northwestern.

“Delinquency Date” has the meaning given to it in Section 4.2.

“Delivery Point” means the Northwestern electrical substation facility providing service to each of Customer’s Facilities, as designated by Northwestern, or such other location as agreed by the Parties.