

APR 15 1985

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Twin Falls)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is Richfield Investors Limited Partnership.

2. The Partnership is organized for the primary purpose (character of business) of acquiring the entire general partner interest in Richfield Industries and to serve as the sole general partner of Richfield Industries Limited Partnership, an Idaho limited partnership to be formed ("Richfield Industries"). Richfield Industries will:

2.1 Acquire, refurbish and operate a cheese-making facility situated in Richfield, Idaho, and to sell the cheese at wholesale in barrels to the Schreiber Foods, Inc. plant located in Logan, Utah;

2.2 Acquire, expand, purchase and operate a whey protein concentrate (WPC) facility located adjacent to the cheesemaking plant and to sell the WPC at wholesale to various buyers located throughout the United States for use in human food processing;

2.3 Build and operate a plant for the production of lactose from permeate and to sell lactose to various buyers located throughout the United States for use in human food formulations, with the non-crystallizable residue syrup to be used in animal feed supplement processing;

2.4 Develop a specialty cheese program and to make and process specialty cheese(s) for sale at wholesale and retail initially in Idaho and California, but eventually nationwide;

2.5 Build and operate a modern, 700-cow free-stall dairy facility (proposed for 1987); and

2.6 Acquire and operate an International Truck Dealership in Twin Falls, Idaho, known as "Magic Valley International, Inc."

3. The name and address of the registered agent for service of process as required by Idaho Code §53-204 is:

Thomas G. Walker, Jr.
184 Second Street West
Twin Falls, Idaho 83301

4. The names and business addresses of the general partners interested in the partnership are as follows:

<u>Names</u>	<u>Addresses</u>
Thomas E. Kalange	P.O. Box 431 Twin Falls, ID 83303-0431
Thomas G. Walker, Jr.	P.O. Box 187 Twin Falls, ID 83303-0187

5. The name and business address of the original limited partner in the partnership at the time of filing this original Certificate is as follows:

<u>Name</u>	<u>Address</u>
Thomas E. Kalange	P.O. Box 431 Twin Falls, ID 83303-0431

6. A description of the capital contribution made by the general partners and each limited partner is described on Exhibit "A," attached hereto and by this reference made a part hereof.

7. No additional capital contributions have been agreed upon to be made by any existing partner at the present time. It is anticipated that additional partners will, however, be admitted after the filing of this original Certificate.

8. (a) The partnership interest of a Limited Partner, or any portion thereof, may be transferred or assigned only with the prior written consent of the General Partners. Such consent may be withheld in the sole discretion of the General Partners, and in no event shall be given unless:

(1) The assignment is of the particular Limited Partner's whole partnership interest;

(2) The Assignee shall satisfy all of the conditions specified in Paragraph 8(f).

(3) The terms of such assignment shall specify the end of a calendar quarter as the effective date thereof.

(b) An Assignee of Record shall be entitled to receive distributions of cash or other property from the Partnership attributable to the Units acquired by reason of such assignment from and after the effective date of the assignment of such Units to him; however, anything herein to the contrary notwithstanding, the Partnership and the General Partners shall be entitled to treat the Assignor of such Units as the absolute owner thereof in all respects, and shall incur no liability for allocation of Net Income, Net Loss, or Distribution, or transmittal of reports and notices required to be given to Holders hereunder which are made in good faith to such Assignor until such time as the as the written instrument of assignment has been received by the Partnership and recorded on its books and the effective date of the assignment has passed.

(c) Except as provided in this Paragraph 8, no assignment of any Units by a Holder may be made if the Units sought to be assigned, when added to the total of all other Units assigned within the period of twelve consecutive months prior to the proposed date of assignment would, in the opinion of counsel for the Partnership, result in the termination of the Partnership under Section 708 of the Code. However, such assignment may be made, subject to all other requirements set forth in the Partnership Agreement, if upon the application and at the expense of the Holder desiring to assign his Units in the Partnership, there shall have been granted to the transferring Holder and the Partnership a private ruling by the Internal Revenue Service that the proposed assignment will not cause such termination.

(d) No assignment, sale, transfer, exchange or other disposition of any Units in the Partnership may be made except in compliance with the then applicable rules of any other applicable governmental authority.

(e) Any assignment, sale, transfer, exchange or other transfer in contravention of any of the provisions of this Paragraph 8 shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

(f) No Assignee shall have the right to become a substituted Limited Partner in place of his Assignor

unless all of the following conditions are first satisfied:

(1) A duly executed and acknowledged written instrument of assignment covering all of the Assignor's Units to be assigned shall have been filed with the Partnership which instrument shall specify the number of Units being assigned and set forth the intention of the Assignor that the Assignee succeed to Assignor's interest as a substituted Limited Partner in his place to the extent of the assigned Units;

(2) The Assignor and Assignee shall have executed and acknowledged such other instruments as the General Partners may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the Assignee of the provisions of the Partnership Agreement and his execution, acknowledgement and delivery to the General Partners of a special power of attorney, the form and content of which are described herein;

(3) The written consent of the General Partners to such substitution shall have been obtained, the granting or denial of which shall be within the absolute discretion of the General Partners;

(4) A transfer fee shall have been paid to the Partnership which is sufficient to cover all reasonable expenses connected with such substitution; and

(5) The provisions of this Paragraph 8 are complied with.

9. (a) The Partnership shall commence as of the date this Certificate is filed, and shall continue until the 31st day of December 2010, unless previously terminated in accordance with the provisions of the Partnership Agreement.

(b) Upon the withdrawal, adjudication of bankruptcy or dissolution of the General Partners ("Terminated Partner"), the interest of such Terminated Partner in the Net Income, Net Loss and Distributions from the Partnership shall be purchased by the Partnership for a purchase price determined according to the provisions of Paragraph 9(c), following.

(c) The Terminated Partner shall receive from the Partnership the fair market value of its interest in the Partnership, determined by agreement between the Terminated Partner and the Partnership, or if they cannot agree, by arbitration in accordance with the then current rules of the American Arbitration Association. For this purpose, the fair market value of the interest of the Terminated Partner shall be deemed to be the amount the Terminated Partner would receive upon dissolution and termination of the Partnership under Paragraph 9(g) assuming such dissolution or termination occurred on the date of the dissolving event specified in Paragraph 9(b) and assuming the assets of the Partnership were sold for their then fair market value without compulsion of the Partnership to sell such assets. Payment shall be made in cash at closing.

(d) Should a new General Partner be elected, such new General Partner ("Acquiring Partner") shall purchase from the Partnership, within 60 days of his election, the interest which the Partnership purchased from the Terminated Partner. For such interest the Acquiring Partner shall pay the amount determined pursuant to Paragraph 9(c) to be the fair market value of such interest. Payment shall be made in cash at closing.

(e) The General Partners' interest in the Partnership shall not be assignable except with the consent of all of the Holders. Any entity to which the entire interest of the General Partners in the Partnership is assigned in compliance with this Paragraph 9(e) shall be substituted by the General Partners by the filing of appropriate amendments to the Partnership Agreement in their stead as a General Partners of the Partnership.

(f) The Partnership shall be terminated and dissolved upon the earlier to occur of the following:

(1) The withdrawal (provided there has been 90 days' prior written notice to the Limited Partners), adjudication of bankruptcy, insolvency dissolution of the General Partners, unless (i) the Limited Partners, within 90 days of the date of such event, elect to continue the business of the Partnership and (ii) the General Partner(s) elected in place thereof within 120 days of the date of such event by Majority Vote of the Limited Partners elects to continue the

business of the Partnership. Expenses incurred in the reformation, or attempted reformation, of the partnership shall be deemed expenses of the Partnership;

(2) The expiration of the term of the Partnership; or

(3) Provided there has been 90 days prior written notice to the Limited Partners, the written decision, of the General Partners to dissolve the Partnership.

(g) Upon a dissolution and termination of the Partnership, the General Partners shall take full account of the Partnership assets and liabilities, and shall either liquidate the assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order or shall distribute in kind said assets:

(1) To the payment of creditors of the Partnership; and

(2) To the General Partners and Holders pursuant to the provisions of the Partnership Agreement.

(3) Notwithstanding the foregoing, upon the dissolution or termination of the Partnership, the General Partners will contribute an amount equal to the lesser of the deficit balances in their capital accounts, or the excess of 1.01 percent over the total capital contributions of the limited partnership over the capital previously contributed by the General Partners.

10. (a) That portion of Net Income, Net Loss and Distributions of the Partnership allocated to the Holders shall be apportioned among the Holders, in the ratio in which the number of Units owned by each of them on the last day of each calendar month bears to the total number of Units owned by all of them as of that date, without regard to capital accounts or the number of days during such month in which a person was a Holder.

(b) Net income and net loss shall be allocated as follows: Twenty-five percent (25%) shall be

allocated to the General Partners; and seventy-five percent (75%) shall be allocated to the Holders.

(c) Distributions in Cash From Operations and Distributions in Cash from Sales or Refinancing shall be distributed twenty-five percent (25%) to the General Partners and seventy-five percent (75%) to the Holders.

(d) The methods hereinabove set forth by which Distributions and allocations of Net Income and Net Loss are made and apportioned are hereby expressly consented to by each Partner as an express condition to become a Partner.

(e) All Distributions are subject to the payment of Partnership expenses, and to the maintenance of reasonable reserves for operations.

(f) To the extent that the Partnership shall be entitled to any deduction for Federal income tax purposes as a result of any interest in Net Income and Net Loss granted to the General Partners, such deduction shall be allocated for Federal income tax purposes to the General Partners.

(g) In no event shall the General Partners' interests in each material item of Partnership income, gain, loss, deduction or credit be less than one percent (1%) of each such item at all times during the existence of the Partnership. For this purpose, Units held by the General Partners or their Affiliates as a Limited Partner shall not be taken into account.

11. Except as provided in paragraphs 9 and 10 above, no provision has been made for the return of all or part of a partner's contribution.

12. The net losses of the partnership shall belong to and be allocated among the limited partners as provided in Paragraph 10 above.

13. The net profits of the partnership shall belong to and be credited to the partners as provided in Paragraph 10 above.

14. Upon the termination of the General Partners, a substituted General Partner shall have the right to continue the partnership business.

15. No limited partner has been given the right to demand and receive property other than cash in return for his contribution.

16. (a) By executing the Partnership Agreement, each Limited Partner granted to the General Partners, or either of them, a special power of attorney irrevocably making, constituting and appointing the General Partners, or either of them, as the attorney(s)-in-fact for such Limited Partner, with power and authority to act in his name and on his behalf to execute, acknowledge and swear to in the execution, acknowledgement and filing of documents, which shall include, by way of illustration but not of limitation, the following:

(1) The Partnership Agreement, any separate certificates of limited partnership, as well as any amendments to the foregoing which, under the laws of the State of Idaho or the laws of any other state, are required to be filed or which the General Partners deem to be advisable to file;

(2) Any other instrument or document which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partners deem advisable to file; and

(3) Any instrument or document which may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of the Partnership Agreement), or to reflect any reductions in amount of contributions of Partners.

(b) The special power of attorney being granted hereby by each Limited Partner:

(1) Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death or incapacity of the granting Limited Partner, and is limited to those matters herein set forth;

(2) May be exercised by the General Partners acting alone for each Limited Partner by a facsimile signature of the General Partners, or

by listing all of the Limited Partners executing any instrument with a single signature of the General Partners; and

(3) Shall survive an assignment by a Limited Partner of all or any portion of his Units except that, where the Assignee of the Units owned by a Limited Partner has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, the special power of attorney shall survive such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument or document necessary to effect such substitution.

In accordance with the power granted by the Special Power of Attorney, the terms and conditions of which are stated in Paragraph 16 above, the General Partners do execute this Certificate of Limited Partnership on this 18th day of April, 1985.


Thomas E. Kalange


Thomas G. Walker, Jr.

"General Partners"

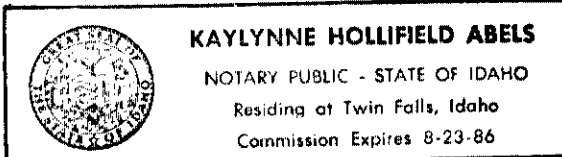

Thomas E. Kalange

"Original Limited Partner"

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 18th day of April, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas E. Kalange, known to me to be one of the general partners in the partnership of Richfield Investors Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the same day and year in this certificate first above written.

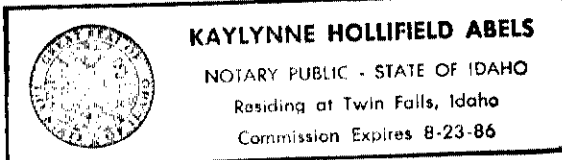


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 18th day of April, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas G. Walker, Jr., known to me to be one of the general partners in the partnership of Richfield Investors Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the same day and year in this certificate first above written.

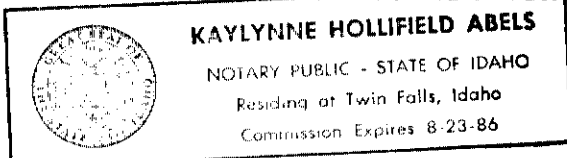


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 18th day of April, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas E. Kalange, known to me to be the limited partner in the partnership of Richfield Investors Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the same day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

9831b

EXHIBIT "A"

The initial capital of the Partnership has been contributed by the partners as follows:

General Partners:

Thomas E. Kalange	\$120,000.00
Thomas G. Walker, Jr.	80,000.00

Original Limited Partner:

Thomas E. Kalange	<u>100.00</u>
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Total:	<u>\$200,100.00</u>
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