

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

WEBB BROS. DAIRY LIMITED PARTNERSHIP

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. That Webb Bros. Dairy duly recorded a Certificate of Limited Partnership with the Power County Recorder on January 5, 1981, as Instrument #122341, records of Power County, Idaho.

2. The name of the limited partnership is Webb Bros. Dairy Limited Partnership.

3. The character of the business of the partnership is as follows: Farming.

4. The location of the business is Raft River, Idaho.

5. The name and address of the registered agent is Calvin Webb, Hagler Route, American Falls, Idaho 83221.

6. The names and address of the general and limited partners are as follows:

General Partners:

Calvin Webb
Hagler Route
American Falls, Idaho 83211

Elva Webb
Hagler Route
American Falls, Idaho 83211

Alan L. Webb
Star Route
Declo, Idaho 83323

Carol B. Webb
Star Route
Declo, Idaho 83323

Michael Webb
Hagler Route
American Falls, Idaho 83211

Carol Webb
Hagler Route
American Falls, Idaho 83211

Brent Webb
Hagler Route
American Falls, Idaho 83211

Margaret Webb
Hagler Route
American Falls, Idaho 83211

Gordon Webb
Hagler Route
American Falls, Idaho 83211

Kurt Webb
Star Route
Declo, Idaho 83323

Mark Webb
Star Route
Declo, Idaho 83323

Cathi Webb
Star Route
Declo, Idaho 83323

Scott C. Webb
Star Route
Declo, Idaho 83323

Todd B. Webb
Star Route
Declo, Idaho 83323

Limited Partners

Calvin Webb
Hagler Route
American Falls, Idaho 83211

Elva Webb
Hagler Route
American Falls, Idaho 83211

Allan L. Webb
Star Route
Declo, Idaho 83323

Carol B. Webb
Star Route
Declo, Idaho 83323

7. There are 6,000 general partnership units having an initial value of \$100.00 per unit. There are 8,000 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
<u>General Partners</u>			
Calvin & Elva Webb, husband and wife,	See Exhibit "A"	\$ 72,000.00	720
Allan & Carol Webb, husband and wife,	See Exhibit "A"	114,800.00	1,148
Mike & Carol Webb, husband and wife,	See Exhibit "A"	76,000.00	760
Brent & Margaret Webb, husband and wife,	See Exhibit "A"	76,000.00	760
Mark & Cathi Webb, husband and wife	See Exhibit "A"	70,000.00	700
Gordon & Paula Webb, husband and wife,	See Exhibit "A"	76,000.00	760
Kurt Webb	See Exhibit "A"	42,000.00	420
Scott Webb	See Exhibit "A"	38,400.00	384
Mark Webb as Custodian for Todd Webb	See Exhibit "A"	34,800.00	348
<u>Limited Partners</u>			
Calvin & Elva Webb, husband and wife,	See Exhibit "A"	\$400,000.00	4,000
Allan & Carol Webb, husband and wife,	See Exhibit "A"	400,000.00	4,000

8. The limited partner is not required to make any additional contributions to the partnership.

9. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

10. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Limited Partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the General Partners in equal proportions if there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion;

(f) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interest and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

11. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best

interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Webb Bros. Dairy Limited Partnership Agreement, dated December 26, 1979. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

12. The partnership shall commence on December 26, 1979, and shall continue until terminated as provided in the Webb Bros. Dairy Limited Partnership Agreement, dated December 26, 1979. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

13. Pursuant to paragraph 16 entitled "Power of Attorney" of the Webb Bros. Dairy Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 23 day of November, 1983.

Calvin H. Webb
Calvin Webb

General Partner

SUBSCRIBED AND SWORN to before me this 23rd
day of November, 1983.

(SEAL)

Hee
Notary Public for Idaho

Township 10 South, Range 27 East of the Boise Meridian

Section 2: Lots 1, 2, 3, 4, S 1/2 N 1/2, S 1/2

Section 3: Lot 1, SE 1/4 NE 1/4, E 1/2 SE 1/4

Section 10: E 1/2 NE 1/4

Section 11: NW 1/4, N 1/2 SE 1/4, SW 1/4 NE 1/4

Section 24: That part of the SW 1/4 SE 1/4 that lies South and East of the Raft River Road. That part of the NE 1/4 SE 1/4 that lies South and East of the Raft River Road; that Part of the SE 1/4 SE 1/4 that lies South and East of the Raft River Road;

Section 25: All that part of Section 25 that lies South and East of the Raft River Road and North of the Heglar Road.

Section 26: All that part of the SE 1/4 that lies South and East of the Raft River and Road and North of the Heglar Road.

EXCEPTING THEREFROM that part of the SE 1/4 described as follows:

Beginning at a point on the Northeasterly right of way of Heglar Canyon Road which lies 1313.9 feet North 29°10' West of the Southeast corner of Section 26; thence North 47°56' West along said Heglar Canyon Road right of way for 100 feet to a point where Heglar Canyon Road right of way; thence North 42°30' East along said Yale Road right of way for 100 feet; thence South 47°54' East for 100 feet; thence South 42°23' West for 100 feet to the point of beginning.

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Section 19: All of Lot 2 that lies East and South of that certain County Road known as the Raft River Road.

All of Lot 3.

All of Lot 4, EXCEPT THE FOLLOWING DESCRIBED TRACT: Commencing at the Northwest corner of Lot 4; thence East 75 feet; thence South 100 feet; thence West 74 feet; thence North 100 feet to the point of beginning. (on which exception is located a well, pump and ditches)

Said Lots 3 and 4 are also subject to the rights of way for irrigation ditches extending from the said well and pump.

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Section 34: SE 1/4 SE 1/4

Section 35: SW 1/4 NW 1/4, W 1/2 SW 1/4, SE 1/4 SW 1/4, EXCEPT that part lying within the bounds of the interstate Highway right of way.

AND

PARCEL NO. 1: The Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 23, The South Half of the Northwest Quarter (S 1/2 NW 1/4); the South Half of the Northeast Quarter (S 1/4 NE 1/4); the North Half of the Southwest Quarter (N 1/2 SW 1/4); the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4); the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), and that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4); the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4); and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) lying Northwesterly of the County Road in Section 24; and all that portion of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) lying Northwesterly of the County Road in Section 25, ALL in Township 10 South, Range 27, EBM, ALSO: Beginning at the Northwest corner of Lot 4, in Section 19 Township 10 South, Range 28, EBM; thence East 60 Feet; thence South 100 feet; thence West 60 feet; thence North 100 feet to the Point of Beginning. TOGETHER WITH An easement for two ditches across Lots 3 and 4 of Section 19, Township 10 South, Range 28, EBM; and across the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) and the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 24, Township 10 South, Range 27 East of the Boise Meridian.

PARCEL NO. 2: All that portion of Lots Two (2) and Three (3) of Section Nineteen (19), Township Ten (10) South, Range Twenty-eight (28), East of the Boise Meridian, lying Northwesterly of that certain County Road commonly known as the Raft River Road.

EXCEPTING FROM THE ABOVE DESCRIBED REAL PROPERTY THE FOLLOWING:

All of the South Half (S 1/4) of Section 25, Township 10 South, Range 27 East, Boise Meridian, lying East and North of the Heglar and Yale Road.