

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 17 2016
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
25-4250 <i>OK</i>	Yes ☐	Yes ☐	36-8341 <i>OK</i>	Yes ☐	Yes ☐
27-7371 <i>OK</i>	Yes ☐	Yes ☐	45-7648 <i>OK</i>	Yes ☐	Yes ☐
35-8167 <i>OK</i>	Yes ☐	Yes ☐	45-13671 <i>OK</i>	Yes ☐	Yes ☐
35-8627 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-12771 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: WESTERN FARM SERVICE, INC.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CROP PRODUCTION SERVICES, INC., C/O SHERRI KUHLMANN
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3005 ROCKY MOUNTAIN AVE. LOVELAND CO 80538
Mailing address City State ZIP
- 970-685-3858 SHERRI.KUHLMANN@AGRIUM.COM
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 1-1-2009
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.
8. Signature: Sherril Kuhlmann for CPS, VP 9-30-16
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by h Date 10/17/16 Receipt No. E042535 Receipt Amt. 200
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
 Name on W-9 _____ Approved by JB Processed by JB W-9 received? Yes ☐ No ☐
 Date 10/24/2016

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CROP PRODUCTION SERVICES, INC.", A DELAWARE CORPORATION,
"WESTERN FARM SERVICE, INC.", A DELAWARE CORPORATION,
WITH AND INTO "UAP DISTRIBUTION, INC." UNDER THE NAME OF
"CROP PRODUCTION SERVICES, INC.", A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED
AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D.
2008, AT 6:55 O'CLOCK P.M.

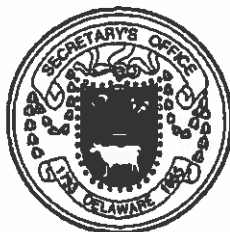
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY,
A.D. 2009, AT 2:05 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

3678416 8100M

081235623

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7062206

DATE: 01-05-09

STATE OF DELAWARE
CERTIFICATE OF MERGER

WESTERN FARM SERVICE, INC.
a Delaware corporation
and
CROP PRODUCTION SERVICES, INC.
a Delaware corporation
with and into
UAP DISTRIBUTION, INC.
a Delaware corporation

Pursuant to Section 251 of the Delaware General Corporation Law (the "DGCL"), UAP Distribution, Inc., a Delaware corporation (the "Corporation"), hereby certifies the following information relating to the merger of Western Farm Service, Inc., a Delaware corporation ("WFS") and Crop Production Services, Inc., a Delaware corporation ("CPS"), with and into the Corporation (the "Merger"):

FIRST: The names of the constituent corporations in the Merger (the "Constituent Corporations") and their states of incorporation are as follows:

<u>Name</u>	<u>State</u>
Western Farm Service, Inc.	Delaware
Crop Production Services, Inc.	Delaware
UAP Distribution, Inc.	Delaware

SECOND: The Agreement and Plan of Merger, dated as of December 19, 2008 (the "Merger Agreement"), between the Corporation, WFS and CPS, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 of the DGCL.

THIRD: The name of the surviving corporation in the Merger is UAP Distribution, Inc.

FOURTH: The Certificate of Incorporation of the Corporation shall be amended so that the paragraph setting forth the name of the corporation shall read as follows:

The name of the corporation shall be Crop Production Services, Inc.

FIFTH: The executed Merger Agreement is on file at the office of the surviving corporation located at 7251 West 4th Street, Greeley, Colorado 80634.

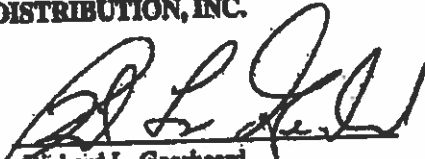
SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: This Certificate of Merger, and the Merger provided for herein, shall become effective at 2:05 a.m., Eastern time on January 1, 2009.

[Remainder of page left blank; signature page follows.]

IN WITNESS WHEREOF, the surviving corporation has caused this Certificate of Merger to be executed by an authorized officer as of this 9th day of December, 2008.

UAF DISTRIBUTION, INC.

By: 
Name: Richard L. Gearheard
Title: President & Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") dated as of December 19th, 2008, is made and entered into among Western Farm Service, Inc., a Delaware corporation ("**WFS**"), Crop Production Services, Inc., a Delaware corporation ("**CPS**") and UAP Distribution, Inc., a Delaware corporation ("**UAP Distribution**"). WFS, CPS and UAP Distribution are sometimes referred to herein as the "**Constituent Corporations**."

RECITALS

A. The Board of Directors of each of WFS, CPS and UAP Distribution deems it advisable and in the best interest of WFS, CPS and UAP Distribution and their stockholders, that WFS and CPS be merged with and into UAP Distribution (the "**Merger**") as authorized by the statutes of the State of Delaware upon the terms and subject to the conditions of this Agreement. The Board of Directors of WFS, CPS and UAP Distribution have each approved and adopted this Agreement and the transactions contemplated hereby.

B. The Constituent Corporations intend that the Merger qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that WFS and CPS shall be merged into UAP Distribution upon the terms and conditions set forth below.

1. **Merger.** Upon the terms and subject to the conditions of this Agreement, WFS and CPS shall be merged with and into UAP Distribution, the separate existence of WFS and CPS shall cease and UAP Distribution shall continue as the surviving corporation (the "**Surviving Corporation**") and succeed to and assume all the rights and obligations of WFS and CPS in accordance with the Delaware General Corporation Law (the "**Act**").

2. **Effective Time.** The Merger shall become effective at 2:05 a.m. EST on January 1, 2009 (the "**Effective Time**").

3. **Effect of Merger.** The Merger shall have the effects set forth in the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of WFS and CPS shall vest in UAP Distribution, and all debts, liabilities and duties of WFS and CPS shall become the debts, liabilities and duties of UAP Distribution.

4. **Certificate of Merger.** Promptly after the approval of this Agreement by the Board of Directors and sole stockholder of each of WFS, CPS and UAP Distribution, the Board of Directors of UAP Distribution will cause a duly authorized officer to make and execute a Certificate of Merger, or other applicable certificates or documentation effecting this Agreement and shall cause the same to be filed with the Secretary of State of Delaware.

5. **Effect on Capital Stock.** At the Effective Time, by virtue of the Merger:

(a) Without any action on the part of the sole stockholder of each of WFS and CPS, all issued and outstanding capital stock of WFS and CPS immediately prior to the Effective Time shall cease to be outstanding and shall be deemed cancelled.

(b) Two thousand thirty-nine shares of UAP Distribution shall be issued to AGU US Holdings Inc., a Colorado corporation ("AGU").

6. **Governing Documents.** From and after the Effective Time, (a) the Certificate of Incorporation of UAP Distribution as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, unless and until duly amended in accordance with applicable law, except that the name of the Surviving Corporation shall be Crop Production Services, Inc., as provided in Section 8 hereof, and (b) the Bylaws of UAP Distribution as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, except that such Bylaws shall be amended to change the name of the Surviving Corporation to Crop Production Services, Inc.

7. **Directors and Officers.** The directors and officers of UAP Distribution immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, and such persons shall hold office in accordance with the Bylaws of UAP Distribution until their respective successors shall have been appointed or elected.

8. **Amendment to Certificate of Incorporation of Surviving Corporation.** At the Effective Time, the Certificate of Incorporation of UAP Distribution shall be amended so that the paragraph setting forth the name of the corporation shall read as follows:

The name of corporation shall be Crop Production Services, Inc.

9. **Amendment to Bylaws of Surviving Corporation.** After the Merger is effectuated, the Bylaws of UAP Distribution shall be amended so that the name of the corporation is changed to Crop Production Services, Inc.

10. **Stockholder Approval.** AGU, as sole stockholder of each of WFS and CPS, approved the Merger and United Agri Products, Inc., a Delaware Corporation ("UAP"), as sole stockholder of UAP Distribution, approved the Merger.

11. **Representations and Warranties.**

11.1 Capital Stock of UAP Distribution. Immediately prior to the Merger, the entire authorized capital stock of UAP Distribution consists of four thousand (4,000) shares of common stock, \$1.00 par value per share (the "UAP Distribution Common Stock"), of which one thousand one (1,001) shares are issued and outstanding and no shares are held in treasury. All of the issued and outstanding shares of the UAP Distribution Common Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by UAP.

11.2 Capital Stock of WFS. Immediately prior to the Merger, the entire authorized capital stock of WFS consists of (i) one hundred twenty-four thousand six hundred (124,600) shares

of Series A Common Stock, \$0.01 par value per share (the “WFS Series A Common Stock”), of which twenty-six (26) shares are issued and outstanding; (ii) one hundred twenty-four thousand five hundred (124,500) shares of Series B Common Stock, \$0.01 par value per share (the “WFS Series B Common Stock”), of which thirteen thousand eight hundred forty-one (13,841) shares are issued and outstanding; and (iii) three thousand eight hundred (3,800) shares of Series A Preferred Stock, \$0.01 par value per share (the “WFS Series A Preferred Stock”), of which no shares are issued and outstanding. No shares of capital stock are held in treasury. All of the issued and outstanding shares of the WFS Series A Common Stock, WFS Series B Common Stock and WFS Series A Preferred Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by AGU. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require WFS to issue, sell, or otherwise cause to become outstanding any of its capital stock.

11.3 Capital Stock of CPS. Immediately prior to the Merger, the entire authorized capital stock of CPS consists of ten thousand (10,000) shares of common stock, \$1.00 par value per share (the “CPS Common Stock”), of which twenty (20) shares are issued and outstanding and no shares of capital stock are held in treasury. All of the issued and outstanding shares of the CPS Common Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by AGU. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require CPS to issue, sell, or otherwise cause to become outstanding any of its capital stock.

12. Miscellaneous.

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

12.2 Agreement. An executed copy of this Agreement will be on file at the principal place of business of the Surviving Corporation at 7251 West 4th Street, Greeley, Colorado 80634, and, upon request and without cost, a copy thereof will be furnished to any stockholder of either of the Constituent Corporations.

12.3 Severability. If any term or other provision of this Agreement is invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

12.4 Further Assurances. From time to time, as and when required by UAP Distribution or by its successors and assigns, there shall be executed and delivered on behalf of WFS and CPS such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in UAP Distribution the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of WFS and CPS and otherwise to carry out the purposes of this Agreement, and the officers and directors of UAP Distribution are fully authorized in the name and on behalf of WFS and CPS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

12.5 Waiver of Notice and Appraisal Rights. AGU, as sole stockholder of each of WFS and CPS, hereby waives any applicable notice requirement of Section 251 of the Act and any appraisal rights to which it would be entitled under Section 262 of the Act. UAP, as sole stockholder of UAP Distribution, hereby waives any applicable notice requirement of Section 251 of the Act and any appraisal rights to which it would otherwise be entitled under Section 262 of the Act.

12.6 Termination. At any time before the Effective Time, this Agreement and the Merger may be terminated by the Board of Directors of either of the Constituent Corporations, notwithstanding the approval of this Agreement by the sole stockholder of each Constituent Corporation.

12.7 Amendment. At any time before the Effective Time, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Boards of Directors of the Constituent Corporations to be necessary, desirable or expedient, except as otherwise provided in the Act.

12.8 Entire Agreement. This Agreement represents the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate to the subject matter hereof.

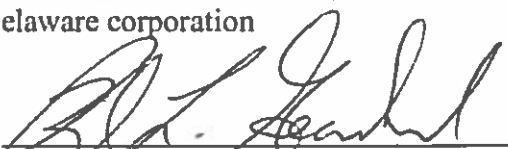
12.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

12.10 Facsimile Signature. This Agreement may be executed by facsimile signature, and a facsimile signature will constitute an original signature.

[The rest of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

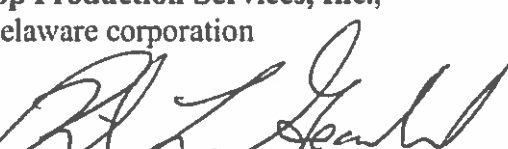
Western Farm Service, Inc.,
a Delaware corporation

By: 

Name: Richard L. Gearheard

Title: Chief Executive Officer

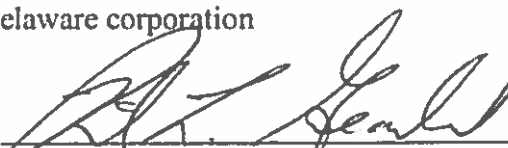
Crop Production Services, Inc.,
a Delaware corporation

By: 

Name: Richard L. Gearheard

Title: Chief Executive Officer

UAP Distribution, Inc.,
a Delaware corporation

By: 

Name: Richard L. Gearheard

Title: President & Chief Executive Officer