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CHRIS YAMAMOTO
CANYON COUNTY RECORDER
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BAILEY & GLASSER, LLP
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SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL
COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

ENVIRONMENTAL COVENANT

Nutrien Ag Solutions, Inc., GRANTOR, grants this Environmental Covenant. As provided in Idaho Code §55-3008, Nutrien Ag Solutions, Inc. is the GRANTEE.

This instrument is an Environmental Covenant ("Environmental Covenant") executed by Nutrien Ag Solutions, Inc. ("OWNER"), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health, and the environment. Nutrien Ag Solutions, Inc., as the current property owner grants this Environmental Covenant to all signatories to this instrument. Nutrien Ag Solutions, Inc. is a "holder" as defined in Idaho Code § 55-3002(6).

Property. This Environmental Covenant concerns real property at 1010 East Grove Avenue (also known as Highway 95), Parcel Number 38800000 0, County of Canyon, State of Idaho (hereafter referred to as "the Property"). The Property is legally described as follows:

A portion of the Southeast Quarter of the Southeast Quarter of Section 9, Township 5 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of Section 9, Township 5 North, Range 5 West, Boise Idaho Meridian, Canyon County, Idaho; thence

North 0° 12' West along the east boundary of said section 9, 364.88 feet to a point on a curve on the southerly boundary of U.S. Highway 20-26-95; thence along a curve to the left whose radius = 3,819.72 feet, central angle = 3° 43' 40", length 248.52 feet, and whose chord bears North 49° 27' 40" West 248.52 feet to a point of spiral curve; thence along a spiral curve of length = 250 feet, central angle = 1° 52' 30", K = 0.6°, and whose chord bears North 52° 34' 30" West 249.99 feet to a point of curvature; thence

North 53° 12' West 584.0 feet to a point in the centerline of drain ditch; thence

South 25° 01' 30" West along the centerline of drain ditch 378.03 feet to a point on the Union Pacific Railroad right-of-way boundary; thence

South 53° 12' East 1,144.51 feet to a point; thence

North 89° 59' 30" East along the south boundary of said section 9, 99.70 feet to the point of the beginning, containing 9.775 acres, more or less.

The Property deed is attached as Schedule A and a survey map of the Property is attached as Schedule B.

Property Ownership. Nutrien Ag Solutions, Inc., hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the Property, holds fee simple title to the Property and Nutrien Ag Solutions, Inc. has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Western Farm Service, Inc. owned and operated the Property as an agricultural products distribution facility beginning in 1969. On August 16, 1996, Western Farm Service, Inc. entered into a Consent Order ("CO") with the Department to address environmental contamination in soil and groundwater at the fifteen (15) Western Farm Service, Inc. facilities in the State of Idaho, including the Property. Western Farm Service, Inc. later merged with Crop Production Services, which became Nutrien Ag Solutions, Inc. in 2018. An affidavit of the merger between Western Farm Service, Inc. and Crop Production Services is provided with the deed in Schedule A.

In accordance with the CO, Nutrien Ag Solutions, Inc. and its predecessors conducted site investigations and remediation of the Property under supervision of the Department. The Department has determined that environmental contamination in the soil has been adequately addressed. However, residual concentrations of nitrate in groundwater at multiple on-Property monitoring wells exceed the maximum contaminant level (MCL) of ten (10) milligrams per liter.

This Environmental Covenant is required to limit the use of groundwater at the Property for potable purposes due to the residual nitrate concentrations exceeding the MCL.

Name and Location of Administrative Record. A copy of the project file , WR WESTERN FARM SERVICE PARMA GR 3-GR-0040, Electronic Data Management System file can be found at the Idaho Department Environmental Quality Boise Regional Office located at 1445 N. Orchard Street in Boise, Idaho

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Nutrien Ag Solutions Inc., and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. But for the exceptions contained herein, there shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings. Groundwater may be extracted as part of an environmental investigation.

Breach and Cure of Activity and Use Limitations Nutrien Ag Solutions, Inc., or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the

Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, Nutrien Ag Solutions, Inc., or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Nutrien Ag Solutions, Inc., or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. Nutrien Ag Solutions, Inc., or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

The concentrations of nitrate in the overall groundwater beneath the Property are adequate for unrestricted use, as confirmed in writing by the Department.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by Nutrien Ag Solutions, Inc., or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, Nutrien Ag Solutions, Inc., or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by Nutrien Ag Solutions, Inc., or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the

Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. Nutrien Ag Solutions, Inc., or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party to the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Nutrien Ag Solutions, Inc., or its successors in interest, including subsequent owners of the Property and any other person using the Property. Failure of Nutrien Ag Solutions, Inc., or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against Nutrien Ag Solutions, Inc., or its successors in interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Nutrien Ag Solutions, Inc. or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER/HOLDER: Nutrien Ag Solutions, Inc.

C/O Legal Department
3005 Rocky Mountain Avenue
Loveland, CO 80538

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: Assessment and Compliance Unit Manager
Waste Management and Remediation Division
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.


Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and Nutrien Ag Solutions, Inc., or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Nutrien Ag Solutions, Inc., or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments
Accepted:

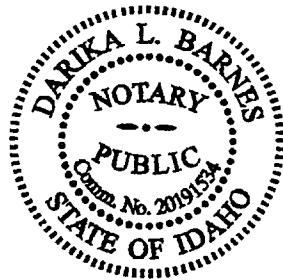
Idaho Department of Environmental Quality

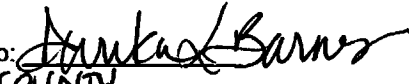
Signature: 
Printed Name: Jess Byrne
Title: Director, Idaho Department of Environmental Quality
Date: 2/8/2021

State of Idaho)
) ss.
County of Ada)

On this 8th day of FEBRUARY the year 2021, before me, a Notary Public in and for said County and State, personally appeared Jess Byrne, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

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



Notary Public for Idaho: 
Residing at: ADA COUNTY
Commission Expires: 08/02/2025

Signature and Acknowledgments

Accepted:

Property Owner

Signature:

Printed Name:

Title:

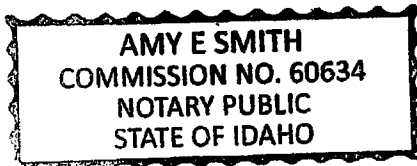
Date:

Jeremy Jensen
Jeremy Jensen
Division mgr
1/25/2021

State of ~~Idaho~~ ^{Idaho} county of Jerome, ss.

On this 25th day of January, in the year 2021, before me, a Notary Public in and for said County and State, personally appeared Jeremy Jensen, known or identified to me to be the Division Manager that executed this Environmental Covenant, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho: Amy E Smith
Residing at: Jerome, Idaho
Commission Expires: 11/15/2024

SCHEDULE A

ENVIRONMENTAL COVENANT

8820898

WHEN RECORDED MAIL TO:

WESTERN FARM SERVICE, INC.
307th CITRUS CIRCLE, SUITE 195
WALNUT CREEK, CA 94598

MAIL TAX STATEMENTS TO:

WESTERN FARM SERVICE, INC.
3705 W. BEEGHWOOD AVE.
P. O. BOX 1168
FRESNO, CA 93715

QUITCLAIM DEED

THIS DEED dated October 5, 1988 is recorded for the purpose of establishing WESTERN FARM SERVICE, INC., a Delaware corporation as the owner of the fee simple estate to the following described premises located in Canyon County, Idaho.

WARRANTY DEED NO. 621784, BOOK 321, PAGE 583

Beginning at the Southeast corner of Section 9, T 5 N, R 5 W, Boise Meridian, Canyon County, Idaho; thence north 0° 12' west along the east boundary of said Section 9, 364.88 feet to a point on a curve on the southerly boundary of U.S. Highway 20-26-95; thence along a curve to the left whose radius = 3819.72 feet, central angle = 3° 43' 40", length = 248.52 feet, and whose chord bears north 49° 27' 40" west 248.52 feet to a point of spiral curve; thence along a spiral curve of length = 250 feet, central angle = 1° 52' 30", K = 0.6°, and whose chord bears north 52° 34' 30" west 249.99 feet to a point of curvature; thence north 53° 12' west 584.0 feet to a point in centerline of drain ditch; thence south 25° 01' 30" west along the centerline of drain ditch 378.03 feet to a point on the Union Pacific Railroad right-of-way boundary; thence south 53° 12' east 1144.51 feet to a point; thence north 89° 59' 30" east along the south boundary of said Section 9, 99.70 feet to the point of beginning, containing 9.775 acres, more or less.

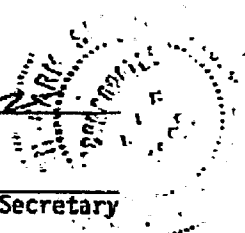
HENRY'S FARM SALES, INC., an Idaho corporation, being formerly merged with and into WESTERN FARM SERVICE, INC., a Delaware corporation, the surviving corporation, as per the attached document.

EXECUTED as of the date first herein specified.

WESTERN FARM SERVICE, INC.

By: R. L. Shipp
R. L. Shipp, President

By: C. J. Crites
C. J. Crites, Assist. Secretary

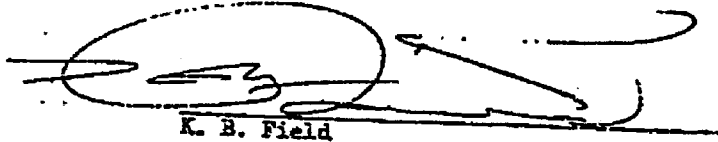


Certificate of Resolution

WHEREAS, Western Farm Service, Inc. is authorized to operate, do business as, and utilize as trade (brand) names and/or trade (brand) marks the names of each of the companies merged into Western Farm Service, Inc. with an area manager responsible for the operation of each area. Therefore, be it

RESOLVED, that the Secretary or Assistant Secretary of the corporation is duly authorized to issue upon any bonafide request deemed proper, a certified copy of this resolution with the above preamble to define the existing corporate status of the companies merged into Western Farm Service, Inc., under his signature and to affix the corporate seal thereto.

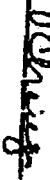
IN WITNESS WHEREOF, this Certificate is signed and sealed with the Company's seal on May 5, 1970.


K. B. Field

0820898

RECORDED

OCT 20 PM 1 20

CANYON
BY 

REQUEST 
TYPE 

CORPORATE ACKNOWLEDGMENT

ND 202

State of California
County of Contra Costa } SS.

On this the 13th day of October 1988, before me,

Bobby J Creuder
the undersigned Notary Public, personally appeared

R. L. Shipp & C. J. Crites
 personally known to me

proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as President
& Asst. Secretary or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Bobby J Creuder
Notary's Signature

CERTIFICATE OF RESOLUTION

Mr. K. B. Field certifies that he is Assistant Secretary of Western Farm Service, Inc., a Delaware corporation; that the following is a complete correct copy of a resolution duly adopted by the Company's Board of Directors April 28, 1970, and now in full effect:

WHEREAS, Agreement of Merger and Plan of Reorganization, dated 31st day of December, 1969, pursuant to Section 252 of the General Corporation Law of the State of Delaware and applicable laws of other states of incorporation involved, was entered into by Western Farm Service, Inc. (formerly Cascade Farm Service, Inc., including Coastal Ag-Chem and Paso Robles Seed and Chemical Company), a Delaware corporation; Farm Chemicals, Inc., an Oregon corporation; McCall Farm Chemicals, Inc., a Washington corporation; Henry's Farm Sales, Inc., an Idaho corporation; Russet Chemical Company, an Idaho corporation; Melville E. Willson Company, a California corporation; Growers Supply Co., a California corporation; C & P Crop Chemicals, a California corporation; Pagendam NH₃ Service, Inc., a California corporation; The White Chemical Company, an Arizona corporation; Walter Jacoby & Sons Farm Chemicals, Inc. (including Imperial NH₃ Farm Service), an Arizona corporation; Desert Verde Co., a California corporation; and Coberly & Plumb of Kern, a California corporation.

WHEREAS, the surviving corporation is Western Farm Service, Inc., a Delaware corporation, and the merged corporations became a single corporation; to wit, Western Farm Service, Inc.

WHEREAS, the merger was filed with the Secretary of State of Delaware on the 30th day of December, 1969, at 10:00 o'clock a.m., and with the respective states of the merged corporations.

WHEREAS, upon the merger having become effective, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind have been transferred to, vested in, and devolve upon the surviving corporation without further act or deed, and all property, rights, and every other interest of the merged corporations are effectively the property of Western Farm Service, Inc.

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 "OAP 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

Delaware

PAGE 2

The First State

1969, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF
DELAWARE.

0672315 8330

090691001

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7463606

DATE: 08-07-09

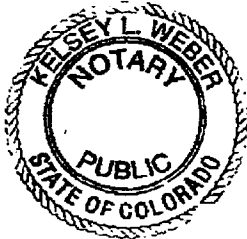
This Affidavit is executed this 15 day of July, 2009.



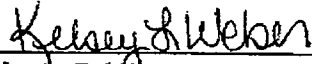
J. Billy Pirkle, Assistant Secretary
Crop Production Services, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Signed and sworn to before me on July 15, 2009 by J. Billy Pirkle as Assistant Secretary of Crop Production Services, Inc.



Seal



Notary Public
My Commission Expires 8-11-2009

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
Merge to be executed by an authorized officer as of this 15th day of December, 2008.

UAP DISTRIBUTION, INC.

By: 

Name: Richard L. Gourhard

Title: President & Chief Executive Officer

SCHEDULE B

ENVIRONMENTAL COVENANT

EXHIBIT B

LEGAL DESCRIPTION

Beginning at the Southeast corner of Section 9, T 5 N, R 5 W, Boise Meridian, Canyon County, Idaho; thence North $0^{\circ} 12'$ West along the East boundary of said Section 9, 364.88 feet to a point on a curve on the Southerly boundary of U.S. Highway 20-26-95; thence along a curve to the left whose radius = 3819.72 feet, central angle = $3^{\circ} 43' 40''$, length = 248.52 feet, and whose chord bears North $49^{\circ} 27' 40''$ West 248.52 feet to a point of spiral curve; thence along a spiral curve of length = 250 feet, central angle = $1^{\circ} 52' 30''$, $K = 0.6^{\circ}$, and whose chord bears North $52^{\circ} 34' 30''$ West 249.99 feet to a point of curvature; thence North $53^{\circ} 12'$ West 584.0 feet to a point in centerline of drain ditch; thence South $25^{\circ} 01' 30''$ West along the centerline of drain ditch 378.03 feet to a point on the Union Pacific Railroad right-of-way boundary; thence South $53^{\circ} 12'$ East 1144.51 feet to a point; thence North $89^{\circ} 59' 30''$ East along the South boundary of said Section 9, 99.70 feet to the point of beginning, containing 9.775 acres, more or less.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:55 PM 12/29/2008
FILED 06:55 PM 12/29/2008
BY 08123623 - 3878416 FILE

**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:

Name	State
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 11, 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.

2009044807

RECORDED

2009 SEP 1 AM 11 22

WILLIAM H. HURST
CANYON COUNTY RECORDER

REQUEST
TYPE name
Faegre & Benson
27.00

After Recording Return To:
Faegre & Benson LLP
Attn: Keri N. Wertish
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
612-766-7000

Prepared By: Keri N. Wertish; Reference: 70357
Faegre & Benson LLP, 2200 Wells Fargo Center, 90 South Seventh Street Minneapolis, MN 55402-3901

AFFIDAVIT

Re: Merger of Western Farm Service, Inc. into Crop Production Services, Inc.

COMES NOW the undersigned and being first duly sworn on oath, deposes and states as follows:

1. Henry's Farm Sales, Inc. is a corporation organized under the laws of the State of Idaho.
2. Western Farm Service, Inc., is a corporation organized under the laws of the State of Delaware.
3. Pursuant to that certain Certificate of Agreement of Merger filed with the Delaware Secretary of State on December 30, 1969, Henry's Farm Sales, Inc. was merged into Western Farm Service, Inc.
4. UAP Distribution, Inc. is a corporation organized under the laws of the State of Delaware.
5. On January 1, 2009, Western Farm Service, Inc. was merged into UAP Distribution, Inc., which concurrently changed its name to Crop Production Services, Inc.
6. A copy of the merger and name change documents are attached as Exhibit A.

This Affidavit relates to the deed filed as Instrument No. 8820898 in the records of Canyon County, Idaho for the property described on Exhibit B.

EXHIBIT A

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"COBERLY & PLUMB OF KERN", A CALIFORNIA CORPORATION,

"C & P CROP CHEMICALS", A CALIFORNIA CORPORATION,

"DESERT VERDE CO.", A CALIFORNIA CORPORATION,

"FARM CHEMICALS, INC.", AN OREGON CORPORATION,

"GROWERS SUPPLY CO.", A CALIFORNIA CORPORATION,

"HENRY'S FARM SALES, INC.", AN IDAHO CORPORATION,

"MCCALL FARM CHEMICALS, INC.", A WASHINGTON CORPORATION,

"MELVILLE E. WILLSON COMPANY", A CALIFORNIA CORPORATION,

"PAGENDARM NH3 SERVICE, INC.", A CALIFORNIA CORPORATION,

"RUSSST CHEMICAL COMPANY", AN IDAHO CORPORATION,

"WALTER JACOBY & SONS FARM CHEMICALS, INC.", AN ARIZONA CORPORATION,

"THE WHITE CHEMICAL COMPANY", AN ARIZONA CORPORATION,

WITH AND INTO "CASCADE FARM SERVICE, INC." UNDER THE NAME OF "WESTERN FARM SERVICE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A D.

0672315 8330

090691001

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7463606

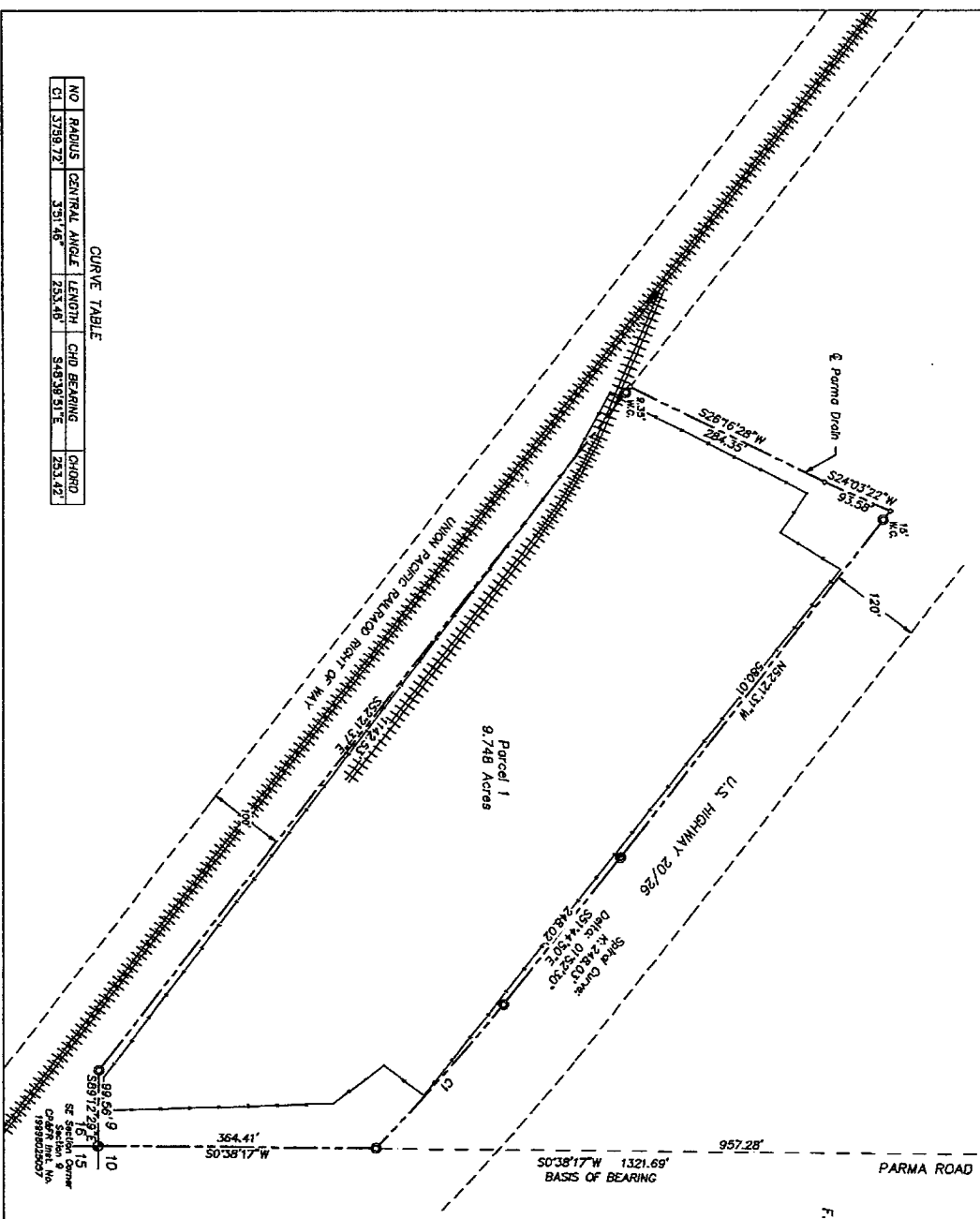
DATE: 08-07-09

RECORD OF SURVEY
 A PORTION OF THE SE 1/4 SE 1/4 OF SECTION 9,
 TOWNSHIP 5 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
 CANYON COUNTY, IDAHO

S1/4E Corner
 CAPM Inst. No.
 2019050707

S8971.987'E
 1327.13' E. STOCKTON ROAD

S1/4E Corner
 CAPM Inst. No.
 1998020500



CURVE TABLE

NO	RADIUS	CENTRAL ANGLE	LENGTH	CHD BEARING	CHORD
G1	3739.72	331.48	453.48	S46°39'51\"/>	

Reference Surveys:
 Inst. No. 2019061677
 Inst. No. 2019059710
 Inst. No. 1998026506
 Inst. No. 1991024648
 Inst. No. 8706018
 Inst. No. 2009050093
 F.A.P. F-3111(3) Pages 31 & 32

Reference Dates:
 Inst. No. 2009044807

- Scale: 1" = 100'
- LEGEND**
- BRASS CAP MONUMENT - FOUND
 - ⊕ ALUMINUM CAP MONUMENT - FOUND
 - 5/8" REBAR - FOUND
 - CALCULATED POINT
 - PROPERTY BOUNDARY LINE
 - - - SECTION/ALLOT PART LINE
 - ==== FENCE LINE
 - ++++ RAILROAD TRACK LINE
 - W.C. WITNESS CORNER

Surveyor's Narrative:
 This survey was performed at the request of Rubik Environmental, Inc. to establish the property corner monuments of the parcel described in the referenced deed. The section corner was located and held. Monuments were located and held on found from the surveys on record. I find the physical location of said drain ditch as located on 3/20/2020. The drain location is control by 3 different culverts, one entering, one crossing and one existing the site. See the referenced document for record data.

CERTIFICATION

I, Thomas J. Weiland, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map is a true and correct representation of the survey as conducted by me or my direct supervision, and that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



INDEX No. 034-09-8-2-0-00-00
 SURVEY FOR
RUBIK ENVIRONMENTAL, INC.

Drawn By: ZCL
 Date: March 17, 2020
 Surveyed By: KPL

Skinner Land Survey
 Precision Land Surveys, P.C.
 17048 Band Boulder Road
 (208) 484-0093
 WTS@SKINNERLANDSURVEY.COM

Job No. FE0920