

2008 DEC 24 AM 1:06

SECRETARY OF STATE
STATE OF IDAHO

STATE OF IDAHO
STATEMENT OF MERGER

SNAKE RIVER CHEMICALS, INC.
an Idaho corporation
with and into
UAP DISTRIBUTION, INC.,
a Delaware corporation

Pursuant to the provisions of Section 30-18-205 of the Idaho Entity Transactions Act (the "Idaho Act"), this Statement of Merger for the purpose of merging Snake River Chemicals, Inc. an Idaho corporation ("Snake River"), with and into UAP Distribution, Inc., a Delaware corporation ("UAP Distribution"), is hereby delivered to the Secretary of State for the State of Idaho for filing.

1. The name, state of organization, and form of the merging entity is as follows:

Snake River Chemicals, Inc., an Idaho corporation
2. The name, state of organization, and form of the surviving entity is as follows:

UAP Distribution, Inc., a Delaware corporation
3. The merger shall become effective at 2:01 a.m., Eastern time on January 1, 2009.
4. The merger was duly authorized and approved by each of Snake River and UAP Distribution. The merger was approved by Snake River in accordance with Part 2 of the Idaho Act and the laws of the State of Idaho, under which Snake River was incorporated. The merger was approved by UAP Distribution in accordance with the laws of the State of Delaware, under which it was incorporated.
5. The surviving entity is a qualified foreign entity.

IDAHO SECRETARY OF STATE
12/24/2008 05:00
CK: NONE CT: 126533 BH: 1149635
1 @ 30.00 = 30.00 STMT MERGE # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

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IN WITNESS WHEREOF, the undersigned entities have caused this certificate to be signed by authorized officers as of the 19th day of December, 2008.

UAP DISTRIBUTION, INC.,
a Delaware corporation

By: 

Name: Richard L. Gearheard

Title: President & Chief Executive Officer

SNAKE RIVER CHEMICALS, INC.,
an Idaho corporation

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 19, 2008, is made and entered into between Snake River Chemicals, Inc., an Idaho corporation ("Snake"), and UAP Distribution, Inc., a Delaware corporation ("UAP Distribution"). Snake and UAP Distribution are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. United Agri Products, Inc., a Delaware corporation ("UAP"), is the sole shareholder of Snake and the sole stockholder of UAP Distribution, owning 100% of the issued and outstanding shares of capital stock of each of Snake and UAP Distribution.

B. The Board of Directors of Snake deems it advisable and in the best interest of Snake and its sole shareholder, and the Board of Directors of UAP Distribution deems it advisable and in the best interest of UAP Distribution and its sole stockholder, that Snake be merged with and into UAP Distribution (the "Merger") as authorized by the statutes of the State of Idaho and the State of Delaware upon the terms and subject to the conditions of this Agreement. The Board of Directors of Snake and UAP Distribution have each approved and adopted this Agreement and the transactions contemplated hereby.

C. 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 Snake 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, Snake shall be merged with and into UAP Distribution, the separate existence of Snake 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 Snake in accordance with the Idaho Entity Transactions Act (the "Idaho Act") and the Delaware General Corporation Law (the "Delaware Act," and together with the Idaho Act, the "Acts").

2. **Effective Time.** The Merger shall become effective at 2:01 a.m. EST on January 1, 2009 (the "Effective Time").

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

4. **Statement of Merger/Certificate of Merger.** Promptly after the approval of this Agreement by the Board of Directors and sole shareholder of Snake and the Board of Directors and sole stockholder of UAP Distribution, the respective Board of Directors will cause a duly authorized officer of its respective entity to make and execute a Statement of Merger and 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 Idaho and 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 shareholder of Snake, all issued and outstanding capital stock of Snake immediately prior to the Effective Time shall cease to be outstanding and shall be deemed cancelled.

(b) One (1) share of UAP Distribution common stock shall be issued to UAP.

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 number of authorized shares shall be increased 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 unless and until amended in accordance with its terms.

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 first two sentences of the paragraph setting forth the authorized shares shall read as follows:

The total number of shares of stock which the Corporation shall have authority to issue is four thousand (4,000) shares. The par value of each such share is One Dollar (\$1.00) per share.

9. **Shareholder/Stockholder Approval.** UAP, as sole shareholder of Snake and sole stockholder of UAP Distribution, approved this Agreement.

10. **Representations and Warranties.**

10.1 **Capital Stock of UAP Distribution.** Immediately prior to the Merger, the entire authorized capital stock of UAP Distribution consists of one thousand (1,000) shares of common stock, \$1.00 par value per share (the "UAP Distribution Common Stock"), of which one thousand (1,000) 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.

10.2 Capital Stock of Snake. Immediately prior to the Merger, the entire authorized capital stock of Snake consists of one hundred thousand (100,000) shares of common stock, with no par value per share (the "Snake Common Stock"), of which thirty-one thousand ten (31,010) shares are issued and outstanding and no shares of capital stock are held in treasury. All of the issued and outstanding shares of the Snake Common Stock have been duly authorized, are validly issued, fully paid, and nonassessable, and are held of record by UAP. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require Snake to issue, sell, or otherwise cause to become outstanding any of its capital stock.

11. Miscellaneous.

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

11.2 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 shareholder or stockholder, as appropriate, of either of the Constituent Corporations.

11.3 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.

11.4 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 Snake 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 Snake 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 Snake or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11.5 Waiver of Notice and Appraisal Rights. UAP, as sole shareholder of Snake, hereby waives any applicable notice requirement of Section 30-1-1104 of the Idaho Business Corporation Act and any appraisal rights to which it would be entitled under Section 30-1-1302 of the Idaho Business Corporation Act. UAP, as sole stockholder of UAP Distribution, hereby waives any applicable notice requirement of Section 251 of the Delaware Act and any appraisal rights to which it would otherwise be entitled under Section 262 of the Delaware Act.

11.6 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 shareholder of Snake and sole stockholder of UAP Distribution.

11.7 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 Acts.

11.8 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.

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

11.10 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.

Snake River Chemicals, Inc.,
an Idaho corporation

By: 

Name: Richard L. Gearheard

Title: President & Chief Executive Officer

UAP Distribution, Inc.,
a Delaware corporation

By: 

Name: Richard L. Gearheard

Title: President & Chief Executive Officer