

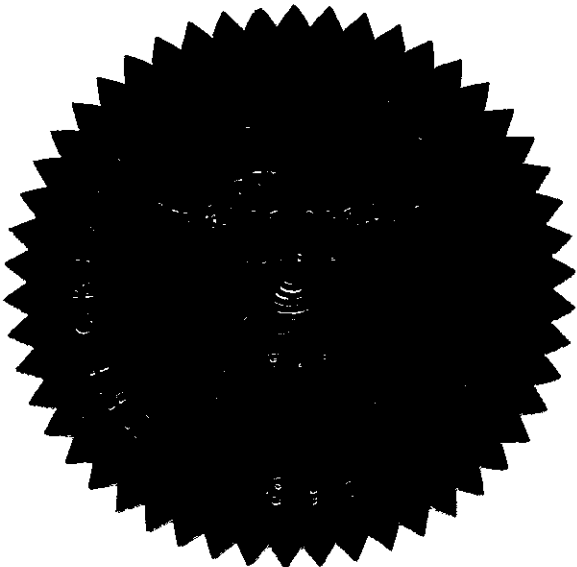


Office of Lt. Governor/Secretary of State

I, DAVID S. MONSON, LT. GOVERNOR/SECRETARY OF STATE OF THE STATE OF UTAH, HEREBY CERTIFY THAT the attached is a full, true and correct copy of the Articles of Merger of SIMPLOT INDUSTRIES, INC. into S. I., INC., both Utah corporations, changing their name to SIMPLOT INDUSTRIES, INC., filed in this office May 1, 1978.

AS APPEARS _____ *Of Record* _____ *IN MY OFFICE.*

*IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND
AFFIXED THE GREAT SEAL OF
THE STATE OF UTAH AT SALT
LAKE CITY, THIS* 1st *DAY OF*
May _____ 1978.



DAVID S. MONSON
LT. GOVERNOR/SECRETARY OF STATE

BY _____
AUTHORIZED PERSON

ARTICLES OF MERGER

Of

A Domestic Corporation

Into

S. I., INC.

A Domestic Corporation

And

Change Of Name To

SIMPLOT INDUSTRIES, INC.

Pursuant to the provisions of Section 16-10-69 of the Utah Business Corporation Act, the undersigned domestic corporations, S. I., INC. and SIMPLOT INDUSTRIES, INC., adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

ARTICLE I. STATE LAW APPLICABLE. The laws of the State of Utah permit such merger.

ARTICLE II. THE PLAN OF MERGER:

A. The names of the corporations proposing to merge, and the State under the laws of which they are respectively organized are:

S. I., INC.

Utah

SIMPLOT INDUSTRIES, INC.

Utah

B. The name of the surviving corporation is S. I., INC., and it is to be governed by the laws of the State of Utah.

It is agreed that all of the provisions contained in the Articles of Incorporation, except as amended herein, and the By-Laws of S. I., INC. shall remain in force and effect, and shall not be deemed altered or amended hereby.

C. On and after the Effective Time of this Merger, that being the close of business April 30, 1978, SIMPLOT INDUSTRIES, INC. shall be merged into S. I., INC.,

and S. I., INC. shall be the surviving corporation, and shall continue to exist as a domestic corporation under the laws of the State of Utah, with all the rights and obligations of said corporation in said State.

D. The manner and basis of conversion of stock under the Plan and Agreement for Merger is as follows:

(1) At the Effective Time:

(a) Each share of stock of S. I., INC. issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding without change as one share of stock of S. I., INC.

(b) Each share of the Class A Capital Stock of SIMPLOT INDUSTRIES, INC. issued and outstanding immediately prior to the Effective Time, and each share of the Class B Capital Stock of SIMPLOT INDUSTRIES, INC. then issued and outstanding, shall by virtue of the Merger and without any action on the part of the holder thereof automatically be cancelled and converted into 10.031 shares of the Class B Capital Stock of J. R. SIMPLOT COMPANY, a Nevada corporation, except that all shares of stock of SIMPLOT INDUSTRIES, INC. then owned by J. R. SIMPLOT COMPANY shall be cancelled and shall not be so converted.

(2) After the Effective Time:

(a) Each holder, other than J. R. SIMPLOT COMPANY, of a certificate or certificates theretofore representing issued and outstanding shares of either the Class A Capital Stock or the Class B Capital Stock of SIMPLOT INDUSTRIES, INC. shall be entitled, upon surrender of such certificate or certificates in transferable form to the Secretary of J. R. SIMPLOT COMPANY, to receive in exchange therefor a certificate or certificates representing the number of shares of J. R. SIMPLOT COMPANY stock into which the shares of stock of

SIMPLOT INDUSTRIES, INC. theretofore represented by the certificate or certificates so surrendered shall have been converted as provided in Paragraph D(1)(b) of this Article II.

(b) Until surrendered as provided above, each certificate which immediately prior to the Effective Time represented issued and outstanding shares of Class A Capital Stock or Class B Capital Stock of SIMPLOT INDUSTRIES, INC. shall be deemed for all corporate purposes to represent the number of shares of J. R. SIMPLOT COMPANY stock into which the shares of stock of SIMPLOT INDUSTRIES, INC. represented by such certificate or certificates shall have been converted as provided in Paragraph D(1)(b) of this Article II.

E. WHEREAS, SIMPLOT INDUSTRIES, INC. has a substantial investment in Rosario Dominicana, S.A., a Dominican corporation ("Rosario"), and the value of such investment is subject to uncertainty in part because it is presently uncertain whether Rosario will be granted a mining concession by the Government of the Dominican Republic in a certain mining property known as the Los Cacaos property ("Los Cacaos"), and the parties hereto believe that the granting of such a concession to Rosario, or to another entity in which SIMPLOT INDUSTRIES, INC. or any successor in interest thereof holds or shall hold an investment, may significantly enhance the value of such investment, thereby enhancing the business prospects and net worth of SIMPLOT INDUSTRIES, INC. or of such successor, the parties hereto hereby agree that in the event that, after the Effective Time but prior to January 1, 1983, the Government of the Dominican Republic shall grant such a mining concession to Rosario or to any such other entity (the "Contingent Event"), then the shareholders, other than J. R. SIMPLOT COMPANY, who, immediately prior to the Effective Time, shall have been holders of any

Class A or Class B Capital Stock (or both) of SIMPLOT INDUSTRIES, INC. (hereinafter designated collectively as the "Contingent Payees") shall be entitled to receive a number of additional shares of Class B Capital Stock of J. R. SIMPLOT COMPANY ("Contingent Shares") to be determined as stated below, subject to all of the restrictions, conditions and limitations hereinafter provided:

(1) Promptly after receiving notice or knowledge of the occurrence of the Contingent Event, J. R. SIMPLOT COMPANY shall use its best diligent efforts to select and retain an independent investment banking firm (the "Consultant"), which shall be a nationally recognized firm and a member of the New York Stock Exchange, for the purpose of determining the number of Contingent Shares to which the Contingent Payees shall be entitled hereunder. The Consultant shall be instructed to determine the total number of additional shares of Class B Capital Stock of J. R. SIMPLOT COMPANY into which, in its opinion, the shares of capital stock of SIMPLOT INDUSTRIES, INC. held by the Contingent Payees would have been converted in addition to the number into which they shall have been converted pursuant to Paragraph D(1)(b) hereof if the Contingent Event had occurred prior to the date hereof (the "Incremental Number"), taking into account the conversion ratio set forth in Paragraph D(1)(b) and all information which is then available relating to the value of Los Cacaos as a mining property. The Consultant shall further be instructed to make such determination within not more than ninety (90) days after the occurrence of the Contingent Event. J. R. SIMPLOT COMPANY and S. I., INC. shall for such purposes furnish to the Consultant all information which Consultant shall request, and which shall be obtainable without unreasonable

effort or expense. The Consultant's determination of the Incremental Number shall be final and binding.

(2) Within thirty (30) days after the determination of the Incremental Number by the Consultant, J. R. SIMPLOT COMPANY shall issue to the Contingent Payees a number of Contingent Shares equal to the Incremental Number; except that such number shall be adjusted for any stock dividends, stock splits, recapitalizations, mergers, reorganizations or similar events which effect the number of outstanding shares of Class B Capital Stock of J. R. SIMPLOT COMPANY from and after the Effective Time.

(3) At the time that any Contingent Shares are issued by J. R. SIMPLOT COMPANY to the Contingent Payees, J. R. SIMPLOT COMPANY shall also pay interest to the Contingent Payees on the total value of the Contingent Shares as of the date the Contingent Shares are issued, at the rate of 6 percent per annum computed from the Effective Time to the date of payment. Such interest shall be payable in cash or, at J. R. SIMPLOT COMPANY'S sole option, in whole or in part in shares of Class B Capital Stock of J. R. SIMPLOT COMPANY having in the aggregate an equivalent value thereto. Solely for the purpose of computing such interest, the value of each Contingent Share on the date of issuance and the value per share of any shares issued as interest thereon, shall be deemed to be equal to the aggregate shareholders' equity of J. R. SIMPLOT COMPANY and its subsidiaries (as determined from the consolidated balance sheet of J. R. SIMPLOT COMPANY and its subsidiaries as of the last day of the month preceding the month in which such issuance shall occur) divided by the total number of shares of capital stock of J. R. SIMPLOT COMPANY which shall be issued and outstanding

immediately after the issuance of the Contingent Shares (including the Contingent Shares and any shares issued as interest thereon).

(4) Notwithstanding anything herein or elsewhere to the contrary, in no event shall the total number of Contingent Shares (plus any shares issued as interest thereon) issued by J. R. SIMPLOT COMPANY hereunder exceed 88,564.319.

(5) The right of the Contingent Payees to receive Contingent Shares hereunder shall not be transferable or assignable, except by operation of law, and shall not be evidenced by negotiable or other certificates of any kind.

(6) Notwithstanding anything herein or elsewhere to the contrary, in no event shall any Contingent Shares or interest thereon be issued or paid hereunder at any time more than four years and 364 days after the Effective Time.

F. S. I., Inc. shall possess all the rights, privileges, powers, immunities and franchises of SIMPLOT INDUSTRIES, INC. and S. I., INC., and of each of them, of every kind and character whatsoever, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of such corporations, shall be taken and deemed to be vested in S. I., INC. without further act or deed; and the title to all real estate, or any interest therein, vested in either of such corporations shall not revert or be in any way impaired by reason of the Merger.

G. It is agreed that upon said merger becoming effective, S. I., INC. shall be responsible and liable for all of the debts, duties, liabilities and obligations of SIMPLOT INDUSTRIES, INC. and S. I., INC., and each of them, of every kind and character whatsoever; and any

claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if the merger had not taken place, or S. I., INC. may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of such corporations shall be impaired by the Merger.

H. Notwithstanding any action taken with respect to the merger by the stockholders of either SIMPLOT INDUSTRIES, INC. or S. I., INC., or both, and notwithstanding anything herein or elsewhere to the contrary, the Merger may be abandoned at any time prior to the Filing Time by the adoption of a resolution providing for such abandonment by each of the respective Boards of Directors of SIMPLOT INDUSTRIES, INC. and S. I., INC.

ARTICLE III. SHARES OUTSTANDING. S. I., INC. is authorized by its Articles of Incorporation to issue 1,000 shares of common capital stock having a par value of \$100.00 per share, of which 10 shares are issued and outstanding, all of which are owned and held by J. R. SIMPLOT COMPANY, and SIMPLOT INDUSTRIES, INC. is authorized by its Articles of Incorporation to issue 1,000 shares of Class A Capital Stock and 10,000 shares of Class B Capital Stock, having an aggregate par value of \$110,000.00, of which 1,000 shares of Class A Capital Stock and 8,350 shares of Class B Capital Stock, having an aggregate par value of \$93,500.00 are now issued and outstanding.

ARTICLE IV. NOTICE. The shareholders of SIMPLOT INDUSTRIES, INC. and S. I., INC. were delivered a summary of the Plan and Agreement for Merger.

ARTICLE V. APPROVAL OF PLAN. The Plan and Agreement for Merger was approved by the Boards of Directors and shareholders of the respective corporations in the manner prescribed by the Utah Business Corporation Act.

As to each corporation, the number of shares voted for and against the plan, respectively, and the number of shares of any class entitled to vote as a class voted for and against the plan are:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>	<u>Class</u>	<u>Shares Voted For</u>	<u>Shares Voted Against</u>
SIMPLOT INDUSTRIES, INC.	9,350	-0-	A	1,000	-0-
			B	8,350	-0-
S. I., INC.	10	-0-			

No shares of either corporation were entitled to vote as a class for or against the Plan and Agreement for Merger.

ARTICLE VI. SERVICE OF PROCESS. S. I., INC. hereby agrees that it may be served with the process in the State of Utah in any proceeding for enforcement of any obligation of SIMPLOT INDUSTRIES, INC. prior to this merger, and S. I., INC. hereby appoints the Secretary of State of the State of Utah as its agent to accept such service of process as aforesaid, to be served on S. I., INC. by certified mail at P. O. Box 27, Boise, Idaho 83707.

ARTICLE VII. CHANGE OF NAME OF SURVIVING CORPORATION. The name of S. I., INC. shall be changed to SIMPLOT INDUSTRIES, INC., and Article I of the Articles of Incorporation of S. I., INC. shall be amended to read as follows:

"ARTICLE I

"The name of the corporation is:
SIMPLOT INDUSTRIES, INC."

DATED THIS 25th day of April, 1978.

Attest:

Ronald H. Thomas
Secretary

S. I., INC.

By

Its

President

Jim J. Simplot

Attest:

Ronald H. Thomas
Secretary

SIMPLIOT INDUSTRIES, INC.

By

Its

President

Jim J. Simplot

STATE OF IDAHO)
) ss.
County of Ada)

Jim J. Simplot, being first duly sworn on oath, says that he is the President of S. I., INC.; that he makes this affidavit for and on behalf of said corporation for the reason that affiant is the President thereof; that he has read the above and foregoing Articles of Merger of a Domestic Corporation into S. I., INC., knows the contents thereof, and that the same is true as affiant verily believes.

Jim J. Simplot
President

SUBSCRIBED AND SWORN TO Before me this 25th day of April, 1978.

Joan M. Weaver
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 5-29-79

STATE OF IDAHO)
) ss.
County of Ada)

Don J. Simpelt, being first duly sworn on oath, says that he is the President of SIMPLOT INDUSTRIES, INC.; that he makes this affidavit for and on behalf of said corporation for the reason that affiant is the President thereof; that he has read the above and foregoing Articles of Merger of a Domestic Corporation into S. I., INC., knows the contents thereof, and that the same is true as affiant verily believes.

Don J. Simpelt
President

SUBSCRIBED AND SWORN TO Before me this 25th day of April, 1978.

Don M. Williams
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 5-21-79

C E R T I F I C A T E

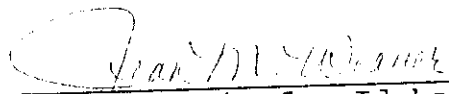
STATE OF IDAHO)
) ss.
County of Ada)

Ronald N. Graves, the duly elected, qualified and acting Secretary of S. I., INC., does hereby certify:

That at a special meeting of the shareholders of S. I., INC. held on the 25th day of April, 1978, entirely separate from any meeting of the shareholders of SIMPLOT INDUSTRIES, INC. and J. R. SIMPLOT COMPANY, and called in the manner provided by law, at which all of the issued capital stock of S. I., INC. was represented in person by the owners and holders thereof of record, or by their proxy, by resolution unanimously adopted, the foregoing Plan and Agreement for Merger as approved by the authorized members of the Board of Directors of S. I., INC., was approved and adopted; and the President and Secretary of S. I., INC. were authorized in the name of and on behalf of that corporation to sign and execute such Agreement.


Secretary

SUBSCRIBED AND SWORN to before me this 25th day of April, 1978.

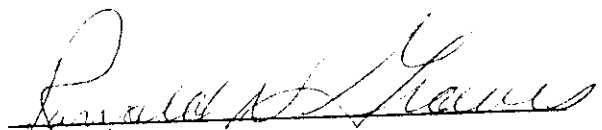

Notary Public for Idaho
Residing at Boise, Idaho
My commision expires 5.22.79

C E R T I F I C A T E

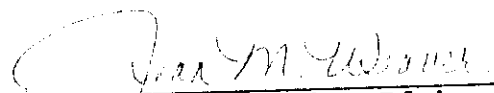
STATE OF IDAHO)
) ss.
County of Ada)

Ronald N. Graves, the duly elected, qualified and acting Secretary of SIMPLOT INDUSTRIES, INC., does hereby certify:

That at a special meeting of the shareholders of SIMPLOT INDUSTRIES, INC. held on the 25th day of April, 1978, entirely separate from any meeting of the shareholders of S. I., INC. and J. R. SIMPLOT COMPANY, and called in the manner provided by law, at which all of the issued capital stock of SIMPLOT INDUSTRIES, INC. was represented by the owners and holders thereof in person or by proxy of the owners and holders thereof, of record, by resolution unanimously adopted, the foregoing Plan and Agreement for Merger as approved by the authorized members of the Board of Directors of SIMPLOT INDUSTRIES, INC., was approved and adopted; and the President and Secretary of SIMPLOT INDUSTRIES, INC. were authorized in the name of and on behalf of that corporation to sign and execute such Agreement.


Secretary

SUBSCRIBED AND SWORN to before me this 25th day of April, 1978.


Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8-22-79

STATE OF IDAHO)
) ss.
County of Ada)

On the 25th day of April, 1978, personally appeared before me Don J. Dimpfel, who, being by me duly sworn, did say that he is the President of S. I., INC., and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Don J. Dimpfel acknowledged to me that said 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.

(Seal)

Don M. Young
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 5-29-79

STATE OF IDAHO)
) ss.
County of Ada)

On the 25th day of April, 1978, personally appeared before me Don J. Dimpfel, who, being by me duly sworn did say that he is the President of SIMPLOT INDUSTRIES, INC., and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Don J. Dimpfel acknowledged to me that said 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.

(Seal)

Don M. Young
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 5-29-79