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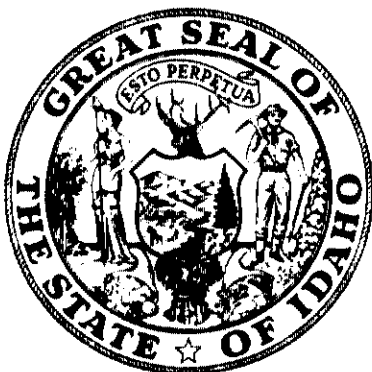
Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of _____
HAWAIIAN WINTER LEAGUE, INC., an Idaho corporation
into HAWAIIAN WINTER LEAGUE, INC., a Hawaii corporation
duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of
merger, and attach hereto a duplicate original of the Articles of
merger.

Dated May 14, 19 91.



Pete T. Cenarrusa

SECRETARY OF STATE

[Signature]
Corporation Clerk

Jul 14 3 27 PM '91

ARTICLES OF MERGER

SECRETARY OF STATE

(Section 415-74, Hawaii Revised Statutes)

(Sections 30-1-74 and 30-1-77, Idaho Code)

Pursuant to Sections 30-1-74 and 30-1-77, Idaho Code, and Section 415-74, Hawaii Revised Statutes, the following Articles of Merger are prepared and executed in duplicate and the undersigned duly authorized officers of the corporations submitting these Articles of Merger hereby certify as follows:

1. The names and states of incorporation of the corporations which are parties to the merger are as follows:

| <u>Name</u> | <u>State</u> |
|---|--------------|
| HAWAIIAN WINTER LEAGUE, INC. (the "Surviving Corporation") | Hawaii |
| HAWAIIAN WINTER LEAGUE, INC. (the "Merging Corporation") | Idaho |

2. The name and state of incorporation of the Surviving Corporation is HAWAIIAN WINTER LEAGUE, INC., a Hawaii corporation.

3. The Plan and Agreement of Merger is attached.

4. Vote of the shareholders of the Surviving Corporation:

| <u>Number of Shares Outstanding</u> | <u>Class/Series</u> | <u>Number Voting for the Merger</u> | <u>Number Voting Against the Merger</u> |
|---|---------------------|---|---|
| 396 | Common | 396 | 0 |

5. Vote of the shareholders of the Merging Corporation:

| <u>Number of Shares Outstanding</u> | <u>Class/Series</u> | <u>Number Voting for the Merger</u> | <u>Number Voting Against the Merger</u> |
|---|---------------------|---|---|
| 4 | Common | 4 | 0 |

6. The Plan and Agreement of Merger and the transactions contemplated thereby were adopted and approved by the Shareholders and the Board of Directors of the Surviving Corporation and the Merging Corporation, respectively, on April 15, 1991.

We certify under the penalties of Section 415-136, Hawaii Revised Statutes, Idaho Code § 30-1-74 and applicable Idaho law, that we have read the above statements and that they are true and correct.

The Articles of Merger are executed in duplicate on this day of April 15, 1991.

HAWAIIAN WINTER LEAGUE, INC.
a Hawaii corporation

By: Robert K. Berg
Robert K. Berg, President

By: Peter W. Gray
Peter W. Gray, Secretary

HAWAIIAN WINTER LEAGUE, INC.
an Idaho corporation

By: Robert K. Berg
Robert K. Berg, President

By: Peter W. Gray
Peter W. Gray, Secretary

STATE OF HAWAII)
)
County of Honolulu) ss.

ROBERT K. BERG, Being first duly sworn, deposes and states as follows:

I am the President of Hawaiian Winter League, Inc., an Idaho corporation and Hawaiian Winter League, Inc., a Hawaiian corporation, and have read the within and foregoing Articles of Merger, know the contents therein and acknowledge that the statements therein contained are true.

Robert K. Berg
Robert K. Berg

SUBSCRIBED AND SWORN To before me this 15 day of April, 1991.

Marion P. Grayson
Notary Public for Hawaii
Residing at Honolulu
Commission Expires: 5/6/91

STATE OF HAWAII)
)
County of Honolulu) ss.

On this 15 day of April, 1991,
before me personally appeared ROBERT K. BERG and PETER W. GRAY,
to me personally known, who, being by me duly sworn, did say
that they are the President and Secretary, respectively of
HAWAIIAN WINTER LEAGUE, INC., a Hawaii corporation, and that
the seal affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors, and the said officer acknowledged said
instrument to be the free act and deed of said corporation.

Guerrin A. Chang
Notary Public for Hawaii
Residing at Honolulu
Commission Expires: 5/6/91

PLAN AND AGREEMENT OF MERGER

BETWEEN

HAWAIIAN WINTER LEAGUE, INC.
(the "Surviving Corporation")

AND

HAWAIIAN WINTER LEAGUE, INC.
(the "Merging Corporation")

THIS PLAN AND AGREEMENT OF MERGER, dated April 15, 1991, between HAWAIIAN WINTER LEAGUE, INC., a Hawaii corporation (the "Surviving Corporation"), and HAWAIIAN WINTER LEAGUE, INC., an Idaho corporation, (the "Merging Corporation"), sometimes hereinafter collectively referred to as the "Constituent Corporations".

FIRST

RECITALS

The Surviving Corporation is validly organized, existing and in good standing under the laws of the State of Hawaii. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Idaho.

The Surviving Corporation has an authorized capital of 1,000 shares of common stock with no par value, of which 396 shares were issued and outstanding as of April 15, 1991.

The Merging Corporation has an authorized capital of 1,000 shares of common stock with no par value, of which 4 shares were issued and outstanding, and no shares were held in its treasury or were subject to stock options held by officers and employees, as of April 15, 1991.

The Board of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of their respective corporations and shareholders that the Merging Corporation merge with and into the Surviving Corporation in accordance with the provisions of applicable statutes of both the State of Hawaii and the State of Idaho, and have entered into this Plan and Agreement of Merger in connection with the merger.

SECOND

AGREEMENT OF MERGER

NOW, THEREFORE, the Constituent Corporations hereby agree to merge into a single corporation which shall be the Surviving Corporation, pursuant to the laws of both the State of Hawaii and the State of Idaho, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation, as herein set forth:

On the Effective Date (as defined below) of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall cease, and the Constituent Corporations shall become a single corporation named "Hawaiian Winter League, Inc.", a Hawaii corporation, which shall be the Surviving Corporation.

THIRD

ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION

The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date of the merger, which are attached as Exhibit A hereto and hereby incorporated herein, shall continue to be the Articles of Incorporation of the Surviving Corporation.

FOURTH

BYLAWS OF THE SURVIVING CORPORATION

The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date of the merger, which are attached as Exhibit B hereto and hereby incorporated herein, shall continue to be the Bylaws of the Surviving Corporation.

FIFTH

DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

The Directors and Officers of the Surviving Corporation immediately prior to the Effective Date of the merger shall continue to be the Directors and Officers of the Surviving Corporation, to hold office for the terms specified

in the Bylaws of the Surviving Corporation until their successors are duly elected and qualified.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of the Surviving Corporation, the manner of converting the shares of the Merging Corporation into shares of common stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

1. Each share of common stock of the Surviving Corporation which is issued and outstanding immediately prior to the Effective Date of the merger shall not be affected, converted or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable share of the Surviving Corporation's common stock with no par value.
2. Each share of the Merging Corporation's common stock issued and outstanding immediately prior to the Effective Date of the merger, shall be converted into and become, without action on the part of the holder of such common stock, one share of validly issued, fully paid and nonassessable common stock of the Surviving Corporation. Each outstanding certificate for common stock of the Merging Corporation shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of common stock of the Surviving Corporation into which the same shall have been converted as set forth above; provided, however, that until the holder of such certificate shall have surrendered the same for exchange as set forth hereinafter, no dividend payable to holders of record of common stock of the Surviving Corporation as of any date subsequent to the Effective Date of the merger shall be paid. However, upon surrender and exchange of such certificate as herein provided, there shall be paid to the record holder of the certificate or certificates of common stock of the Surviving Corporation issued in exchange therefor an amount with respect to such share(s) of common stock equal to all dividends, without any interest thereon, which shall have been paid or become payable to holders of record of common stock of Surviving Corporation between the Effective Date of the merger and date of such exchange.
3. As soon as practicable after the Effective Date of the merger, each holder of outstanding certificates for common stock theretofore issued by the Merging Corporation (except for those certificates representing shares in respect

of which the holders shall be pursuing their remedy as shareholders who have a right to receive payment for their shares, if any, in accordance with the laws of the State of Idaho and except for those certificates, if any, representing shares held by the Surviving Corporation on the Effective Date of the merger) shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of common stock of the Surviving Corporation to which such holder is entitled.

4. On the Effective Date of the merger, any shares of common stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by the Surviving Corporation, shall be cancelled and retired without further action, and no shares of common stock of the Surviving Corporation shall be issued in respect thereof.

5. The Surviving Corporation shall promptly pay to the dissenting shareholders of the Merging Corporation, who have a right to obtain payment for their shares, if any, the amount, if any, to which they shall be entitled under the provisions of the corporation laws of the State of Idaho with respect to the rights of such dissenting shareholders.

SEVENTH

EFFECT OF MERGER

On the Effective Date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations and the title to any real estate vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be

preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If, at any time after the merger becomes effective, it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were the proper officers and directors of the Merging Corporation as of the Effective Date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes, the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

The Surviving Corporation agrees that it may be served with process in the State of Idaho and in any proceeding for the enforcement of any obligation of the Merging Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation, and irrevocably appoints the Secretary of the State of Idaho as its agent to accept service of process, in any such proceedings including any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the Effective Date of the merger and in any proceeding for the enforcement of the right of dissenting shareholders to obtain payment for their shares of the Merging Corporation against the Surviving Corporation, if any.

The Surviving Corporation agrees that pursuant to Idaho Code §30-1-77(b) it shall comply with the provisions of the Idaho Business Corporation Act with respect to foreign corporations if it is to transact business in Idaho.

EIGHTH

ACCOUNTING AND STATED CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving

Corporation at the amounts at which they shall be carried at that time in the accounting records of the Constituent Corporations, and (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the Effective Date of the merger shall be the same as the stated capital of the Surviving Corporations.

NINTH

ABANDONMENT

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either the Surviving Corporation or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective shareholders, upon the happening of any one of the following events:

1. If the merger fails to obtain the requisite vote of shareholders of the Surviving Corporation or of the Merging Corporation not later than May 10, 1991; or

2. If, in the judgment of the Board of Directors of the Surviving Corporation or of the Merging Corporation, the merger would be impracticable because of the number of dissenting shareholders of either thereof who assert their right to obtain payment for their shares therefor as provided in the corporation laws of the State of Idaho.

TENTH

REPRESENTATIONS AND WARRANTIES

The Surviving Corporation and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

ELEVENTH

EFFECTIVE DATE

The Effective Date of the merger provided for by this Plan and Agreement of Merger shall be the effective time and date upon which the Director of Commerce and Consumer Affairs

of the State of Hawaii issues a certificate of merger or the effective time and date upon which the Idaho Secretary of State issues a certificate of merger, but not more than thirty days subsequent to filing the Articles of Merger with the Idaho Secretary of State, whichever is later.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be fixed hereto this 15th day of April 1991.

HAWAIIAN WINTER LEAGUE, INC.
a Hawaii corporation

By Robert K. Berg
Robert K. Berg, President

ATTEST:

Robert K. Berg
Secretary

HAWAIIAN WINTER LEAGUE, INC.
an Idaho corporation

By Robert K. Berg
Robert K. Berg, President

ATTEST:

Robert K. Berg
Secretary

STATE OF HAWAII
County of Honolulu

)
: ss.
)

On this 15 day of April, 1991, before me, a Notary Public in and for said State, ROBERT K. BERG personally appeared, known or identified to me to be the President of HAWAIIAN WINTER LEAGUE, INC., a Hawaii corporation, the corporation that executed the instrument, and the person who executed the instrument on behalf of said corporation 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.

Quarion A. Curry
Notary Public for Hawaii
Residing at Honolulu, Hawaii
My commission expires: 5/6/91

STATE OF HAWAII)
 : ss
County of Honolulu)

On this 15 day of April, 1991, before me, a Notary Public in and for said State, personally appeared ROBERT K. BERG, known or identified to me to be the President of HAWAIIAN WINTER LEAGUE, INC., an Idaho corporation, the corporation that executed the instrument, and the person who executed the instrument on behalf of said corporation 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.

Joanna P. Chang
Notary Public for Hawaii
Residing at Honolulu, Hawaii
My commission expires: 5/6/91