

CERTIFICATE OF LIMITED PARTNERSHIP

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(1.) NAME: The name of the limited partnership shall be "ACTION ATHLETIC SUPPLY of Coeur d' Alene, a Limited Partnership".

(2.) GENERAL CHARACTER OF BUSINESS: The limited partnership will be engaged in wholesale and retail sales of sporting goods or any other legal business that may be subsequently agreed upon.

(3.) NAME AND ADDRESS OF THE REGISTERED AGENT: The registered agent shall be DANIEL D. DIEHL, whose address is P. O. Box 5215, Harber Plaza Mall, Coeur d' Alene, Idaho, 83814.

(4.) NAME/ADDRESS OF PARTNERS: The name and business address of each partner is as follows:

GENERAL PARTNERS: DANIEL D. DIEHL
P. O. Box 5215
Harber Plaza Mall
Coeur d' Alene, ID 83814

PAUL K. HILL
MARTHA J. BODLE-HILL
P. O. Box 5215
Harber Plaza Mall
Coeur d' Alene, ID 83814

LIMITED PARTNERS: WILLIAM D. SCHLUETER
Algonquin and Mt. Prospect Roads
Box 5017
Des Plains, Illinois 60017-5017

JACK L. KNOWLTON
c/o The Ponderosa
Highway 55
Banks, ID 83602

(5.) CAPITAL CONTRIBUTION: Capital contributions to the partnership shall be CASH ONLY, listed as follows:

Paul K. Hill and Martha J. Bodle-Hill	\$ 250.00
Daniel D. Diehl	750.00
William D. Schlueter	35,000.00
Jack Knowlton	20,000.00

(6.) ADDITIONAL CONTRIBUTIONS: The Limited Partnership Agreement does not require additional contributions by the

limited partners; the general partners are solely liable for all debts and losses incurred by the limited partnership; which liability as regards to the general partners is joint and several; the general partners have the option to purchase the contribution of any limited partner and the limited partner, WILLIAM D. SCHLEUTER, has the option of requiring the general partners to purchase \$10,000.00 (TEN THOUSAND DOLLARS) of his interest after January 1, 1986.

(7.) ASSIGNMENT OF LIMITED PARTNERS' INTEREST: A limited partner may not grant the right to become a limited partner to an assignee of any part of his partnership interest without the unanimous consent of all partners.

(8.) TERMINATION OR BUY-OUT OF A LIMITED PARTNER: The general partners shall have the option to purchase the contribution of any limited partner in the limited partnership. This will not be termed a dissolution of the limited partnership. The purchase price of the limited partners' contribution shall be the amount of the contribution plus the limited partner's share of the profits to the date of purchase in the first year from the date of the limited partnership agreement. The purchase price of the limited partners' contribution shall be \$1.25 for each \$1.00 of contributed cash plus the limited partner's share of the profits to the date of the purchase, after one year from the date of the limited partnership agreement.

Limited partners shall have the right to demand that the general partners purchase the limited partner's contribution at \$1.25 for each \$1.00 contributed to the limited partnership plus their share of the profits, as hereinbefore set forth, after three years from the date of the limited partnership agreement. The general partners shall have six (6) months in which to make payment to said limited partner. The purchase of a limited partner's contribution in this manner shall not be deemed to be a dissolution of the limited partnership.

The general partners shall equally purchase the contributions of any limited partner as set forth above.

It is agreed that limited partner, WILLIAM D. SCHLUETER,

shall have the right to demand the general partners purchase \$10,000.00 (TEN THOUSAND DOLLARS) of his interest after January 1, 1986.

(9.) DISTRIBUTION OF PROPERTY: The provisions for the right of a partner to receive distributions of property, including cash from the limited partnership, are as follows:

PROFITS: "Profit Interests" of the partners as used herein are as follows:

1. Limited partners are entitled to profits of the limited partnership in an amount that would be equal to interest paid on their cash contributions at market rates (market rates to be set by the general partners) computed on a per anum basis.

2. Limited partners are entitled to their share of the profits, as described above, prior to any distribution of profits to the general partners.

3. General partners are entitled to all profits, after distribution to the limited partners, to be divided equally among the general partners.

4. General partners are entitled to all profits, after distribution to the limited partners, to be divided equally among the general partners.

5. Profits, if any, shall be divided by the partners (general and limited) and paid as set forth above.

(10.) DISSOLUTION:

1. Valuation: The partners, general and limited, agree that upon the date of the aquisition of assets by the partnership and annually thereafter, that they will fix the value of all property of the partnership. Additionally, they will adjust this valuation on each date additional assets are acquired by the partnership.

2. Terms: A general partnership interest sold under the conditions hereinafter outlined shall be acquired by the remaining general partners or partner upon payment of ten percent (10%) of the valuation at the time of purchase, with the balance payable within five (5) years of that date in annual

3. CERTIFICATE OF LIMITED PARTNERSHIP

installments, with ten percent (10%) interest on the unpaid balance, payments to be applied to interest first and then to principal. The purchasing general partners or partner shall have six (6) months within which to make the initial ten percent (10%) down payment.

3. Death of a General Partner: The general partners hereto, upon death, bind their personal representatives as follows:

Upon the death of a general partner, the surviving partners shall have the obligations to buy the deceased general partner's share in percentages proportionate to that which their capital account bear to each other, within one year of the date of the general partner's death.

4. Voluntary Dissolution: In the event the general partners agree to dissolve, they shall agree upon valuation and proportionate distribution of their interests. Limited partners will be paid the par value of their capital accounts upon voluntary dissolution.

In the absence of such an agreement, but upon the decision to dissolve, the general partners electing to sell shall grant unto their general partners electing to buy the first refusal to their interests and the general partners electing to purchase shall have the right to do so in relationship to the percentages their capital accounts bear to each others.

5. In the event of transfer of a general partner's interest, the remaining general partners shall execute on an indemnification agreement to the withdrawing general partner or the general partner's estate, indemnifying him or her against liability obligations, past and future, and the remaining general partners shall give due and legal notice of the dissolution or withdrawal of a partnership. This clause shall be inappropriate in the event of bankruptcy of a general partner or in transfer of his or her interest by operation of law.


6. Bankruptcy of a General Partner or Dissolution by Operation of Law: In the event of bankruptcy of a general partner or a forced sale of his interest by operation of law, the

remaining general partners shall have the right to bid at any trustee's sale or otherwise for the general partner's interest and in the absence of an agreement, shall bid on his own account. This can be done only with the unanimous consent of the general partners.

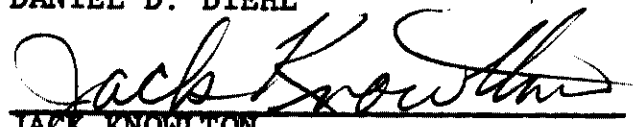
7. The partnership may be dissolved upon the agreement of the general partners.

8. The remaining general partner may elect to continue the business upon the withdrawal of the other general partner, subject to the purchase of the withdrawing general partner's interest and indemnification of said withdrawing partner from the partnership obligations, past and future.

DATED this 13th day of Dec., 1985.


PAUL K. HILL


DANIEL D. DIEHL


JACK KNOWLTON


WILLIAM D. SCHLUTER


MARTHA J. BODLE-HILL

STATE OF IDAHO)
)
COUNTY OF KOOTENAI) ss.

On this 13th day of December, 1985, before me, Russell J. Hall a Notary Public in and for said County and State, personally appeared DANIEL D. DIEHL known or proved to me to be the person who executed the foregoing instrument, and acknowledged to me that he 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.

Russell J. Hall
Notary Public - residing at:
Coeur d'Alene Idaho

STATE OF IDAHO)
)
COUNTY OF KOOTENAI) ss.

On this 13th day of December, 1985, before me, Judy Hollenbeck a Notary Public in and for said County and State, personally appeared PAUL K. HILL and MARTHA J. BODLE-HILL known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they 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.

Judy Hollenbeck
Notary Public - residing at:
POST FALLS

STATE OF IDAHO)
(ss.
COUNTY OF KOOTENAI)

On this 13 day of December, 1985, before me
Russell T. Hall, a Notary Public in and for said
County and State, personally appeared WILLIAM D. SCHLEUTER, known
or proved to me to be the person who executed the foregoing
instrument, and acknowledged to me that he 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.

Russell T. Hall
Notary Public - residing at:
Coeur d'Alene Idaho

STATE OF IDAHO)
(ss.
COUNTY OF KOOTENAI)

On this 20th day of December, 1985 before
me, Dwight L. Reynolds, a Notary Public in and for said
County and State, personally appeared JACK KNOWLTON known or
proved to me to be the person who executed the foregoing
instrument, and acknowledged to me that he 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.

Dwight L. Reynolds
Notary Public - residing at:
Boise, Idaho