

CERTIFICATE OF LIMITED PARTNERSHIP
OMNISPORT COMPANY, a Limited Partnership
STATE OF IDAHO

The undersigned, desiring to establish a Limited Partnership pursuant to the provisions of the Uniform Limited Partnership Law as set forth in Title 53, Chapter 2, of the Idaho Code, hereby make the following certificate:

1. The name of the Partnership shall be Omnisport Company, a Limited Partnership.
2. The general character of the business of the Limited Partnership shall be to own and operate specialty retail stores.
3. The registered agent for service of process required to be maintained by section 53-204, Idaho Code, is Darrell de Fabry, whose street address is 680 Sun Valley Road, Ketchum, Idaho 83340, and whose mailing address is P.O. Box 127, Sun Valley, Idaho 83353.
4. The location of the principal place of business shall be 680 Sun Valley Road, Ketchum, Idaho 83340.
5. The names, business addresses, and capital contributions of the General Partners are:

<u>Name</u>	<u>Address</u>	<u>Initial Capital</u>
The Snug Company	P.O. Box 127 Sun Valley, Idaho 83353	\$23,800
The Snug Company of Colorado, an Idaho corporation	P.O. Box 127 Sun Valley, Idaho 83353	\$71,400

6. The name, business address, and capital contribution of the initial Limited Partner is:

<u>Name</u>	<u>Address</u>	<u>Cash</u>
George B. Fisher, IV	P.O. Box 127 Sun Valley, Idaho 83353	\$ 6,265

7. The Limited Partnership shall terminate on December 31, 2123, unless previously terminated by the terms of the Limited Partnership Agreement or by operation of law.

8. The Partners have not agreed to make any additional contributions to the capital of the Partnership.

9. There is no time agreed upon as to when the contribution of each Partner is to be returned other than on the termination of the Partnership.

10. The Partners have the right to receive profits according to their respective percentage interests in the limited partnership with cash payments at the discretion of the General Partners. The Partners have no right to receive distributions of other property from the Limited Partnership.

11. A Limited Partner must obtain the prior written consent of the General Partners to an attempted assignment of all or any portion of his or her partnership interest. A Limited Partner has no right to substitute an assignee in his or her place, but an assignee of a limited partnership interest may become a substituted limited partner provided that all of the following events shall first have occurred:

a. An executed and acknowledged written instrument of assignment has been filed with the Partnership stating that the

assignee becomes a substituted limited partner;

b. The assignor and assignee have executed and acknowledged such other instruments as the General Partners may deem necessary or desirable to effect such substitution, including a special power of attorney; and

c. The General Partners have given their written consent to the substitution.

12. The Partnership has the right to admit additional Limited Partners.

13. No Limited Partner shall have priority over other Limited Partners as to contributions or compensation by way of income.

14. The withdrawal or adjudication of bankruptcy or insolvency of either General Partner shall cause the dissolution or termination of the Partnership unless a majority in interest of the Partners elects a successor general partner, which successor elects to continue the Partnership business.

15. A Limited Partner may not demand and receive property other than cash from the Partnership in return for his or her capital contribution.

16. Any writing to amend this Certificate may be signed by the General Partners as attorney-in-fact for all Limited Partners and their assignees in accordance with the powers of attorney granted by the Limited Partners.

IN WITNESS WHEREOF, we have hereunto set our hands this

27 day of April, 1989.

General Partners

Initial Limited Partner

THE SNUG COMPANY

By [Signature]
Title: cash

[Signature]
George B. Fisher, IV

THE SNUG COMPANY OF COLORADO

By [Signature]
Title: cash/president