

AMENDED AND RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP

NOV 12 1986
STATE
87 SEP 16 PM 2 04

STATE OF IDAHO)
) ss
County of Ada)

The undersigned formed a Limited Partnership pursuant to the Idaho Limited Partnership Act as set forth in Section 53-201 et seq. of the Idaho Code on November 20, 1986 by filing an original certificate of limited partnership (the "Certificate") and wishes to amend the Certificate as follows:

1. The name of the partnership is Stilo-Fine Limited Partnership (the "Partnership").

2. The purpose of the Partnership is to own, manage, and operate a clothing stores dealing primarily in fur and leather goods.

3. The Partnership's registered agent for service of process will be Glenn F. Blaser, 3450 Stonecreek Rd., Boise, Idaho, 83703.

4. The name and business address of the Partnership's general partner is as follows:

<u>Name</u>	<u>Place of Business</u>
Annette Gould	103 Colonnade Center 651 Sun Valley Road Ketchum, ID 83340

The name and business address of the Partnership's limited partners are as follows:

<u>Name</u>	<u>Place of Business</u>
John C. Lewis	150 Circle Drive Olympia, WA 98503
G. Scott Blaser	5 Triad Center, Suite 675 Salt Lake City, UT 84180

5. The amount of cash contributed by each partner is:

General Partner

Annette Gould	\$25,000.00
---------------	-------------

Limited Partners

John C. Lewis	\$25,000.00
---------------	-------------

G. Scott Blaser	\$30,000.00
-----------------	-------------

6. No additional contributions shall be required of any partner. However, the general partner in its discretion may request the limited partners to make additional contributions, and the limited partners may at their option make the requested contributions. If a limited partner fails to make the voluntary contribution, her or his share of profit and loss may be reduced.

7. A partner may only substitute an assignee of all or a part of her or his interest in the partnership with the permission of the other partners.

8. A partner may withdraw from the Partnership at anytime and at his sole discretion. Upon such withdrawal the remaining partners have a right to purchase the withdrawing partner's interest; if they do not purchase the withdrawing partner's interest, the withdrawing partner shall be entitled to a distribution in full termination of her or his interest. In the event of such termination, the partner shall receive his profit

and loss percentage of the value of the Partnership, plus the balance of his capital account. The profit and loss percentage of each partner shall be determined upon the basis of that partner's pro rata share of the total of all partner's capital accounts.

9. The partners may demand and receive cash and property other than cash in return for their contribution.

10. The general partner may make distributions of the profits of the Partnership and may make distributions of the partner's contributions.

11. The term for which the partnership is to exist is from November 20, 1986 to the close of business on December 31, 2010, unless earlier terminated pursuant to the Partnership's Limited Partnership Agreement, executed on or about November 20, 1986. In the event of bankruptcy or dissolution of the sole general partner, the Partnership shall cease to continue business, unless another general partner is appointed by a unanimous vote of the limited partners.

12. In the event of there being more than one general partner, there shall not be a right for any remaining general partner to continue the business upon the withdrawal or bankruptcy of any other general partner.

DATED: July 31, 1986.

GENERAL PARTNER:

Annette Gould
ANNETTE GOULD

LIMITED PARTNERS:

John C. Lewis
JOHN C. LEWIS

G. Scott Blaser
G. SCOTT BLASER

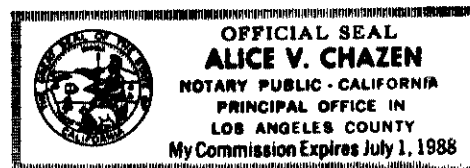
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) :ss

On this 30th day of July 1987,
personally appeared before me ANNETTE GOULD, signer of the within
instrument, who duly acknowledged to me that she executed the
same.

Alice V. Chazen
Notary Public
Residing in: LOS ANGELES, CA

My Commission Expires:

7/1/88



STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 31th day of July 1987,
personally appeared before me G. SCOTT BLASER, signer of the
within instrument, who duly acknowledged to me that she executed
the same.



Mary K. Leeding
Notary Public
Residing in: Salt Lake City, Utah

STATE OF WASHINGTON)
 :ss
COUNTY OF ~~KING~~ THURSTON)

On this 31st day of July 1987,
personally appeared before me JOHN C. LEWIS, signer of the within
instrument, who duly acknowledged to me that she executed the
same.

Bunelle B Wagner
Notary Public
Residing in: Olympia

My Commission Expires:

8-20-89

WRSD29