As filed with the Securities and Exchange Commission on December 24, 1997
Registration No. 333 - _____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

COLUMBIA SPORTSWEAR COMPANY
(Exact name of Registrant as specified in its charter)

Oregon	5130	93-0498284
(State or other jurisdiction of incorporation)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

6600 North Baltimore
Portland, Oregon 97203
(503) 286-3676
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Patrick D. Anderson
Chief Financial Officer
COLUMBIA SPORTSWEAR COMPANY
6600 North Baltimore
Portland, Oregon 97203
(503) 286-3676

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies To:

Stephen E. Babson Robert J. Moorman Stoel Rives LLP 900 SW Fifth Avenue, Suite 2300 Portland, Oregon 97204 (503) 224-3380	John L. Savva Sullivan & Cromwell 444 South Flower Street, Suite 1200 Los Angeles, California 90071 (213) 955-8000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. |_|

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. |_| __________

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. |_| __________

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. |_| __________

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. |_|

<TABLE>
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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
Common Stock....................	7,666,667	$16.00	$122,666,672	$36,187

<FN>
(1) Includes 1,000,000 shares of Common Stock that the Underwriters have the option to purchase solely to cover over-allotments, if any.
(2) Estimated solely for the purpose of computing the Registration Fee pursuant to Rule 457(a) under the Securities Act of 1933. A portion of the proposed maximum aggregate offering price represents shares that are to be offered outside of the United States but that may be resold from time to time in the United States. Such shares are not being registered for the purpose of sales outside the United States.
</FN>
</TABLE>

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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SUBJECT TO COMPLETION, DATED DECEMBER 23, 1997

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

6,666,667 Shares

[LOGO]

Columbia Sportswear Company

Common Stock

Of the 6,666,667 shares of Common Stock offered, 5,333,334 shares are being offered hereby in the United States and 1,333,333 shares are being offered in a concurrent international offering outside the United States. The initial public offering price and the aggregate underwriting discount per share will be identical for both offerings. See "Underwriting."

All of the 6,666,667 shares of Common Stock offered are being sold by the Company.

Prior to this offering, there has been no public market for the Common Stock of the Company. It is estimated that the initial public offering price per share will be between $______ and $______. For factors to be considered in determining the initial public offering price, see "Underwriting."

See "Risk Factors" beginning on page 8 for certain considerations relevant to an investment in the Common Stock.

Application has been made for quotation of the Common Stock on the Nasdaq National Market under the symbol "COLM."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

<TABLE>
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	Initial Public Offering Price	Underwriting Discount(1)	Proceeds to Company(2)
<S>	<C>	<C>	<C>
Per Share.....................................	$	$	$
Total (3).....................................	$	$	$

- -------------------

<FN>

(1) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933. See "Underwriting."

(2) Before deducting estimated expenses of $700,000 payable by the Company.

(3) The Company has granted the U.S. Underwriters an option for 30 days to purchase up to an additional 800,000 shares at the initial public offering price per share, less the underwriting discount, solely to cover over-allotments. Additionally, the Company has granted the International Underwriters a similar option with respect to an additional 200,000 shares as part of the concurrent international offering. If such options are exercised in full, the total initial public offering price, underwriting discount and proceeds to Company will be $___________, $_________ and $___________, respectively. See "Underwriting."

</FN>
</TABLE>

The shares offered hereby are offered severally by the U.S. Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that the shares will be ready for delivery in New York, New York, on or about ________________, 1998 against payment therefor in immediately available funds.

Goldman, Sachs & Co.

NationsBanc Montgomery Securities, Inc.

PaineWebber Incorporated

The date of this Prospectus is , 1998.

[ARTWORK]

The Company intends to furnish to its shareholders annual reports containing financial statements audited by an independent public accounting firm.

CERTAIN PERSONS PARTICIPATING IN THE OFFERINGS MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE COMMON STOCK, INCLUDING OVER- ALLOTMENT, STABILIZING AND SHORT-COVERING TRANSACTIONS IN SUCH SECURITIES, AND THE IMPOSITION OF A PENALTY BID, IN CONNECTION WITH THE

OFFERINGS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

"Columbia Sportswear Company," "Columbia," "Convert," "Bugaboo," "Bugabootoo," "Interchange," "Omni-Dry" and "Silent Rain" are trademarks of the Company. All other trademarks or trade names referred to in this Prospectus are the property of their respective owners.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Prospectus includes forward-looking statements, including statements concerning planned expansion and financial resources, in "Summary" under the captions "The Company," "Business Strengths" and "Growth Strategy," in "Risk Factors" under the captions "Uncertain Ability to Implement Growth Strategy" and "Management of Growth; Expansion of Distribution Facility," in "Management's Discussion and Analysis of Financial Condition and Results of Operations" under the captions "Overview" and "Liquidity and Capital Resources" and in "Business" under the captions "Introduction," "Business Strengths," "Growth Strategy," "Industry Overview," "Products," "Business Process" and "Management Information System." These forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties related to the Company's operations, some of which are beyond the Company's control. Certain factors that could cause results to differ materially from those projected in the forward-looking statements are described in "Risk Factors," including, but not limited to, competition, new product offerings by competitors and price pressures; seasonality, fluctuations in operating results and economic cyclicality; effects of weather; changes in consumer preferences; the Company's ability to implement its growth strategy, including management of growth and expansion of its distribution facility; dependence on key personnel, independent manufacturers and key suppliers; advance purchases of products; risks related to collectibility of receivables; product liability and warranty exposures; international operations, including risks associated with foreign operations such as currency exchange rate fluctuations; and dependence on proprietary rights. Risks and uncertainties that could have a material adverse effect on the Company are also described in "Management's Discussion and Analysis of Financial Condition and Results of Operations"

under the captions "Quarterly Results of Operations and Seasonality" and "Liquidity and Capital Resources," and in "Business" under the captions "Intellectual Property," "Competition" and "Government Regulation." Any of these risks or uncertainties may cause actual results or future circumstances to differ materially from any future results or circumstances expressed or implied by the forward-looking statements contained in this Prospectus.

PROSPECTUS SUMMARY

The following summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and consolidated financial statements and notes thereto appearing elsewhere in this Prospectus. Except as otherwise noted, all information in this Prospectus (i) assumes no exercise of the Underwriters' over-allotment options, (ii) gives retroactive effect to the conversion of all outstanding shares of the Company's nonvoting Common Stock into shares of voting Common Stock to be effected prior to the completion of the Offerings and (iii) gives retroactive effect to a 0.736-for-one reverse split of the Common Stock upon completion of the Offerings. See "Description of Capital Stock - Common Stock."

The Company

Columbia Sportswear Company ("Columbia" or the "Company") is a global leader in the design, manufacture, marketing and distribution of active outdoor apparel. As one of the largest outerwear manufacturers in the world and the leading seller of skiwear in the United States, the Company has developed an international reputation across an expanding product line for quality, performance, functionality and value. The Company believes its award-winning advertising campaigns effectively position the Columbia brand as active, outdoor, authentic and distinctly American.

Established in 1938, the family-owned Company has grown from a small, regional hat distributor to a global leader in the active outdoor apparel industry. The Company has its roots and developed its initial expertise in the production of high quality, rugged outdoor fishing and hunting gear for the serious sportsman. Known for durability and dependability at a reasonable price, the Company leveraged its brand awareness in the 1990s by expanding into related merchandise categories and developing its "head-to-toe" outfitting concept. The Columbia brand appeals to a large, increasingly international consumer base.

Today, the Company distributes its products to over 10,000 retailers in 30 countries. The Company's sales and operating income have increased to $299.0 million and $34.2 million in 1996 from $18.8 million and $1.6 million in 1987, representing 10-year compound annual growth rates of 32% and 36%, respectively. The Company believes it will continue to grow by focusing on enhancing the productivity of existing retailers, expanding distribution in international markets and further developing merchandise categories.

The Company groups its broad range of competitively priced merchandise into four categories--outerwear, sportswear, rugged footwear and related accessories. The durability, functionality and affordability of Columbia's products make them ideal for use in a wide range of outdoor activities, including skiing, snowboarding, hunting, fishing, hiking and golf, as well as for casual wear. Throughout the product development cycle, merchandising and design teams collaborate with retailers, the Columbia sales force and consumers to ensure that the final product assortment of coordinated "head-to-toe" merchandise meets or exceeds customer expectations. Across all of its product lines, Columbia brings a commitment to innovative, functional product design and a reputation for durable, high quality materials and construction. Columbia believes it offers consumers one of the best price-value equations in the outdoor apparel industry.

Business Strengths

Established and Differentiated Outdoor Lifestyle Brand. The Company believes the Columbia brand represents a differentiated, active, outdoor, authentic and distinctly American image built on quality, functionality, performance and value. The Company's award-winning international marketing campaigns, which feature Chairman Gertrude Boyle in the role of "Mother Boyle," an overbearing taskmaster who enforces tough Columbia quality standards, emphasize this distinctive brand image.

Broad and Growing Appeal. Columbia's merchandise appeals to a broad range of consumers of varying ages and income levels, from serious outdoorsmen to weekend sports enthusiasts. The Company's price-value equation is attractive to a large segment of the $10.4 billion U.S. retail outdoor apparel market. Columbia is effectively positioned to compete against lower priced or unbranded products based on brand image and product features, and against higher priced, largely technical or fashion brands based on superior value and generally lower price points. The Company has benefited in the past and expects to continue to benefit from the trend toward casual dressing and from the growth in demand for active lifestyle apparel.

Premium Quality at a Reasonable Price. Columbia maintains a strong focus on providing a superior mix of quality and value, which are defining elements of the brand. The Company believes it is able to offer merchandise similar in quality to its competitors at attractive price points by using its long standing supplier relationships to source high quality products from around the world while controlling costs, relying on Company-supervised production of merchandise by independent manufacturers, involving itself in the supply chain at an earlier stage than is typical in the industry and avoiding the overdesign of its products.

Proven and Experienced Management Team. Senior management of Columbia has substantial experience in the apparel industry and a demonstrated track record of sales and earnings growth: Chairman Gertrude Boyle has been involved in the business since 1970; President and Chief Executive Officer Timothy P. Boyle joined Columbia in 1971; and Executive Vice President and Chief Operating Officer Don Richard Santorufo joined the Company in 1979. Under their leadership over the past decade, the Company's sales and operating income have increased at compound annual growth rates of 32% and 36%, respectively. Immediately following the Offerings, senior management will own over 76.6% of the Company.

Functional and Performance-Oriented Design. All Columbia merchandise is designed and developed in-house by experienced merchandising and design teams. Working closely with internal sales and production teams as well as with retailers and consumers, the Company's merchandising and design teams can reduce the risks of fashion swings by developing superior products that are tailored specifically to meet consumer requirements. Because its products are designed for functionality and durability, the Company does not attempt to lead consumer preferences or differentiate its products based primarily on fashion. In fact, many new products are based on existing designs, such as the Bugaboo Parka, a consistent best seller for more than a decade.

Effective "Head-to-Toe" Merchandising. Columbia's "head-to-toe" merchandising strategy presents retailers and consumers with a wide selection of

apparel and rugged footwear that shares common color palettes and outdoor themes. Retailers and consumers both benefit from the ability to use Columbia as a single source for an attractive array of merchandise. The Company's flagship store, recently opened in Portland, Oregon, and the Company's successful store within a store concept ("concept shops") provide showcases for Columbia's coordinated merchandise.

Sourcing as a Competitive Advantage. Columbia's merchandise is produced worldwide by independent manufacturers selected, monitored and coordinated by local Columbia employees to assure conformity to strict quality and cost standards. The Company believes the use of independent manufacturers, in conjunction with the use of Columbia sourcing personnel rather than agents, increases its production flexibility and capacity and allows it to maintain control over critical aspects of the sourcing process, while at the same time substantially reducing capital expenditures and avoiding the costs of managing a large production work force.

Superior Inventory Management. From the time of purchasing through production, distribution and delivery, the Company manages its inventory to reduce risk. The sequencing of the product design, sourcing, production and selling cycle mitigates inventory risk, in part by offering special discounts to customers that

purchase merchandise early. Because the Company's products are not based primarily on fashion, and because Columbia undertakes extensive analysis to ensure that its products are what consumers require, the Company believes its inventory risk is not as great as that of some of its competitors require. A new state-of-the-art inventory management information system, expected to be fully operational in late 1998, is expected to further enhance the Company's ability to manage its inventory.

Growth Strategy

Enhance Channel Productivity of Existing Retailers. The Company plans to improve the productivity of its existing customers by expanding its concept shops and installing brand enhancement systems. Concept shops, which promote a consistent brand image, are located within the Company's retailers and are dedicated exclusively to selling Columbia merchandise. As of September 30, 1997, the Company had 164 concept shops worldwide and plans to double this number by the end of 1998. The Company believes its concept shops increase sales by displaying a complete selection of merchandise and promoting cross-merchandising opportunities on a year around basis. Smaller-scale brand enhancement systems, which include signage and fixtures that prominently display consolidated groupings of Columbia merchandise offer benefits similar to concept shops. By the end of 1998, the Company also expects to have installed 1,000 in-store brand enhancement systems.

Leverage the Columbia Brand Name in International Markets. The Company intends to capitalize on its size, strong U.S. brand position and its worldwide brand recognition by targeting certain high opportunity markets for development or expansion. The Company has identified Europe and Asia as regions where outdoor activities are consistently popular and where the Company can exploit its active, outdoor, authentic and distinctly American brand image and reputation for value. The Company is seeking to enhance its distribution in a number of countries, including the United Kingdom, Italy, France, Spain, The Netherlands, Sweden and Germany. The Company will assume control of the distribution of its products in Japan in late 1998 and recently opened 15 retail store/department store counters in South Korea. Although the Company has made significant progress in its international expansion efforts over the last several years, substantial opportunity for growth exists. Net sales outside North America have increased from $9.0 million in 1993 to $26.3 million in 1996, but still represented only 8.8% of the Company's total net sales in 1996.

Develop Existing Merchandise Categories. The Company intends to realize growth by further developing existing product categories, such as sportswear and rugged footwear, where there remains ample room for growth in market share. The Company's success in designing and marketing products has allowed Columbia to significantly broaden its assortment in existing categories. From 1993 through 1996, outerwear and sportswear sales increased 27.8% and 166.6%, respectively, in part as a result of new product introductions. Since it was introduced in 1993, net sales of the Company's rugged footwear have increased from $1.2 million to $12.5 million in 1996. The Company believes opportunities exist for continued rapid growth in sales of rugged footwear as distribution is expanded to sporting goods and specialty outdoor stores that carry the Company's outerwear and sportswear categories.

Selectively Broaden Retail Distribution. The Company believes that over the longer term significant opportunities exist to increase sales of its products to department stores and footwear specialty shops. Although sales to department stores accounted for less than 14% of the Company's U.S. net sales in 1996, the Company believes this percentage will rise because department store retailers often prefer to purchase products from vendors that can offer complete head-to-toe product lines.

The Company was established in 1938 and was incorporated under Oregon law in 1961. The Company's executive offices are located at 6600 North Baltimore, Portland, Oregon 97203, and its telephone number is (503) 286-3676.

Risk Factors

See "Risk Factors" for a discussion of certain factors that should be considered by prospective purchasers of the Common Stock.

The Offerings(1)

Shares of Common Stock offered:
U.S. Offering................................ 5,333,334 shares
International Offering........................ 1,333,333 shares
Total Common Stock Offered................. 6,666,667 shares
Total Common Stock to be outstanding
after the Offerings........................... 28,585,348 shares(2)
Use of proceeds................................. Payment of S corporation dividends to existing shareholders. See "Use of Proceeds."
Proposed Nasdaq National Market symbol........... COLM

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(1) The offering of 5,333,334 shares of Common Stock initially offered in the United States (the "U.S. Offering") and the concurrent offering of 1,333,333 shares of Common Stock initially offered outside the United States (the "International Offering") are collectively referred to as the "Offerings." The underwriters for the U.S. Offering (the "U.S. Underwriters") and the underwriters for the International Offering (the "International Underwriters") are collectively referred to as the "Underwriters." The completion of the U.S. Offering is conditioned on the completion of the International Offering, and vice versa.
(2) Excludes 2,000,000 shares reserved for issuance under the Company's 1997 Stock Incentive Plan (the "Stock Incentive Plan"), of which 859,379 shares were subject to outstanding options at November 30, 1997 at a weighted average exercise price of $8.92 per share. See "Management - Stock Incentive Plan."

<TABLE>
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Summary Consolidated Financial Information
(in thousands, except per share data)

	Year Ended December 31,					Nine Months Ended September 30,	
	1992	1993	1994	1995	1996	1996	1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Statement of Operations Data:							
Net sales....................................	$127,668	$ 192,055	$256,426	$303,797	$ 298,988	$226,239	$258,355
Gross profit.................................	52,047	79,511	107,486	120,826	122,129	90,613	113,784
Selling, general and administrative expense...	34,970	46,351	64,049	82,083	87,954	63,593	77,757
Earnings from operations......................	17,077	33,160	43,437	38,743	34,175	27,020	36,027
Net income (1)...............................	15,015	30,748	38,324	28,726	21,010	22,309	31,800
Pro forma net income (2)......................	$ 8,995	$ 18,883	$ 24,130	$ 18,286	$ 13,487	$ 14,263	$ 20,118
Pro forma net income per share (2)............					$ 0.47		$ 0.70
Pro forma weighted income average shares outstanding (3)					28,934		28,934

</TABLE>

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	September 30, 1997	
	Actual	Pro Forma As Adjusted (4)
<S>	<C>	<C>
Balance Sheet Data:		
Working capital	$ 73,474	$ 64,645
Inventories	69,249	69,249
Total assets	259,069	264,940
Long-term debt	2,862	2,862
Shareholders' equity	112,256	100,287

</TABLE>

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(1) For 1992 reflects a charge of $1.0 million related to the payment of a fine in connection with the violation of certain import regulations; for 1995 reflects a $2.5 million payment in settlement of certain litigation; for 1996 reflects a $7.5 million charge related to the termination of a compensation arrangement in exchange for the issuance of Common Stock. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Management - Certain Transactions" and Notes 13 and 15 of Notes to Consolidated Financial Statements.

(2) The Company was an S corporation and accordingly was not subject to federal and, generally, state income taxes during the periods indicated. Pro forma net income reflects federal and state income taxes as if the Company had been a C corporation, based upon a pro forma effective tax rate of 40%. See "Dividend Policy and S Corporation Status" and Note 1 of Notes to Consolidated Financial Statements.

(3) For 1996 and the nine months ended September 30, 1997, includes the number of shares to be sold in the Offerings to generate proceeds to be used for the payment of dividends in the estimated aggregate amount of $107 million to existing shareholders, which the Company expects to declare prior to the completion of the Offerings. See "Dividend Policy and S Corporation Status," "Certain Transactions" and Note 1 of Notes to Consolidated Financial Statements.

(4) Pro forma to reflect (i) the payment of dividends of $107 million to existing shareholders, which the Company expects to declare prior to completion of the Offerings, and (ii) the recording of $2.7 million of deferred income tax benefit as if the Company had been a C corporation since 1988. Adjusted to give effect to the sale of the 6,666,667 shares offered by the Company in the Offerings at an assumed initial public offering price of $15.00 per share and the application of the estimated net proceeds therefrom. See "Use of Proceeds," "Dividend Policy and S Corporation Status," "Certain Transactions" and Note 1 of Notes to Consolidated Financial Statements.

RISK FACTORS

In addition to the other information in this Prospectus, the following risk factors should be carefully considered in evaluating the Company and its business before purchasing the Common Stock offered by this Prospectus.

Competition

The markets for outerwear, sportswear and rugged footwear are highly competitive. Within each of its geographic markets, the Company faces significant competition from global and regional branded apparel and footwear companies, as well as retailers that market apparel and footwear under their own labels. These and other competitors pose significant challenges to the Company's market share in its major U.S. and Canadian markets and make it more difficult to make gains in newer markets in Europe and Asia. The Company also competes with other apparel and footwear companies for the production capacity of independent manufacturers that produce the Company's apparel and for import quota capacity. See "--Dependence on Independent Manufacturers" and "Business--Business Process--Sourcing and Manufacturing." Many of the Company's competitors are significantly larger and have substantially greater financial, distribution, marketing and other resources and have achieved greater recognition for their brand names for product lines or certain products than the Company. Increased competition by existing and future competitors could result in reductions in display areas in retail locations, reductions in sales or

reductions in prices of the Company's products. There is no assurance that the Company will be able to compete successfully against present or future competitors or that competitive pressures faced by the Company will not have a material adverse effect on the Company. See "Business--Competition."

Seasonality and Fluctuations in Operating Results; Economic Cyclicality

The Company's results of operations have fluctuated and may continue to fluctuate significantly from period to period. The Company's products are marketed on a seasonal basis, with a product mix now weighted substantially toward the fall season. Consequently, the Company's results of operations for the quarter ending September 30 have in the past been much stronger than the results for the other quarters. This seasonality, along with other factors that are beyond the Company's control, including general economic conditions, changes in consumer behavior, weather conditions, availability of import quotas and currency exchange rate fluctuations, could adversely affect the Company and cause its results of operations to fluctuate. Results of operations in any period should not be considered indicative of the results to be expected for any future period. The sale of the Company's products, particularly skiwear, is subject to substantial cyclical fluctuation. Sales tend to decline in periods of recession or uncertainty regarding future economic prospects that affect consumer spending, particularly on discretionary items. This cyclicality and any related fluctuation in consumer demand could have a material adverse effect on the Company's results of operations and financial condition. See

"Management's Discussion and Analysis of Financial Condition and Results of Operations--Quarterly Results of Operations and Seasonality."

Effects of Weather

Sales of the Company's outerwear are dependent in part on the weather, and such sales may decline in years in which weather conditions do not favor the use of the Company's outerwear. For example, the Company believes unseasonably warm weather in the northern United States in late 1994 caused customers to delay, and in some cases reduce or cancel, orders for the Company's outerwear, including skiwear and snowboarding apparel, which had an adverse effect on the Company's net sales and gross margins in 1994 and 1995. Sustained periods of unseasonably warm weather could have a material adverse effect on the Company.

Consumer Preferences

The Company believes it has benefited from changing consumer preferences and increasing consumer interest in outdoor activities and from lifestyle changes that emphasize apparel designed for these activities, but these trends may not continue. Any change in consumer preferences or consumer interest in outdoor activities could have a material adverse effect on the Company. In addition, although the Company believes its products have not been significantly affected by past fashion trends, changes in fashion trends could have a greater impact as the Company expands its product offerings to include more sportswear. Furthermore, decisions about product designs often are made in advance of consumer acceptance. Although the Company attempts to manage its inventory risk through early commitments by retailers, production orders must generally be placed with manufacturers before all of a season's orders are received by the Company. Failure to anticipate and respond to changes in consumer preferences and demands could lead to, among other things, lower sales, excess inventories and lower margins, which could have a material adverse effect on the Company.

Uncertain Ability to Implement Growth Strategy

As part of its growth strategy, the Company seeks to develop existing merchandise categories and increase international distribution, including in countries where the Company has little distribution experience and where the Company's brand name is not well-known. There is no assurance that these strategies will be successful. The Company also intends to increase its sales of products to department stores and expand the number of concept shops located within retailers. Increasing sales to department stores, and the actual number of concept shops to be opened and their success, will each depend on various factors, including strength of the Company's brand name, competitive conditions, the ability of the Company to manage the increased sales and concept shop expansion, the availability of desirable locations and the negotiation of terms with the department stores and the retailers in which the concept shops are located. There is no assurance that future terms will be as favorable to the Company as those under which the Company now operates or that these terms will not adversely affect the Company's ability to manage inventory risk. There is no assurance that the Company will

be able to increase its sales to department stores or to open and operate new concept shops on a profitable basis. There is no assurance that the Company's growth strategies will be successful or that the Company's sales or net income will increase as a result of the implementation of such strategies. See "Business--Growth Strategy" and "--Business Process."

Management of Growth; Expansion of Distribution Facility

Successful implementation of the Company's business strategy will require the Company to manage growth. To manage growth effectively, the Company will need to continue to implement changes in certain aspects of its business, to enhance its information systems and operations to respond to increased demand, to attract and retain qualified personnel and to develop, train and manage an increasing number of management-level and other employees. Growth could place an increasing strain on Company management, financial, product design, marketing, distribution and other resources, and the Company could experience operating difficulties. The Company is replacing its management information system with an enterprise system that integrates electronic data interchange ("EDI") and inventory management capabilities. The system, some aspects of which are already operational, is expected to be fully operational in late 1998. Delays or other difficulties in implementing this system could disrupt the Company's ability to manage its inventory effectively. In addition, the Company plans to increase the size of its Portland, Oregon distribution facility substantially by early 1999 to meet expected future growth. In connection with this expansion, the Company plans to implement a new warehouse management system. There is no assurance that this expansion will be completed on time or will not interfere with existing operations. Any failure to manage growth effectively could have a material adverse effect on the Company's results of operations and financial condition.

Dependence on Key Personnel

The Company's future success will depend in part on the continued service of certain key management and other personnel, including Gertrude Boyle, the Company's Chairman, Timothy P. Boyle, the Company's President and Chief Executive Officer, and Don Richard Santorufo, the Company's Executive Vice President and Chief Operating Officer, and on the Company's ability to attract and retain qualified managerial, design, sales and marketing personnel. Competition for these employees is intense. There is no assurance that the Company can retain its existing key personnel or that it can attract and retain sufficient numbers of qualified employees in the future. The loss of key employees or the inability to hire or retain qualified personnel in the future could have a material adverse effect on the Company. See "Management."

Dependence on Independent Manufacturers

The Company's products are produced by approximately 115 independent manufacturers worldwide. For 1997 product sales, approximately 94% (by dollar volume) of the Company's products were produced by independent manufacturers, and approximately 86% (by dollar volume) of the Company's products were produced outside the United States, principally in the Far East. Other than its facility for the production of fleece products and accessories in Chaffee,

Missouri, the Company does not operate any production facilities. Six manufacturers engaged by the Company accounted for approximately 38.5% (by dollar volume) of the Company's total production for 1997 product sales. The primary production facilities of these manufacturers are located in Asia. No other manufacturer accounted for more than five percent of the Company's total production for 1997 product sales.

The inability of a manufacturer to ship orders of the Company's products in a timely manner or to meet the Company's quality standards could cause the Company to miss the delivery requirements of its customers for those items, which could result in cancellation of orders, refusal to accept deliveries or a reduction in purchase prices, any of which could have a material adverse effect on the Company. Although the Company enters into a number of purchase order commitments each season specifying a time frame for delivery, method of payment, design and quality specifications and other standard industry provisions, the Company does not have long-term contracts with any manufacturer. In addition, the Company competes with other companies for the production capacity of independent manufacturers and import quota capacity. Certain of these competing companies have substantially greater brand recognition and financial and other resources than the Company and thus may have an advantage in the competition for production and import quota capacities. None of the manufacturers used by the Company produces the Company's products exclusively.

For production of a significant portion of the Company's products, principally in China, Columbia directly purchases the raw material from suppliers, obtains or arranges for any necessary import quotas and ships the materials in a "kit" to the independent manufacturer that has been selected by Columbia to produce the finished garment. This arrangement advances the timing for inventory purchases and advances the point in the sourcing process at which the Company is subject to the risk of loss or damage to the materials before a finished garment is manufactured. In addition, independent manufacturers may find traditional vendor relationships more profitable and may therefore perceive an incentive to give priority to customers using those methods.

The Company requires its independent manufacturers to operate in compliance with applicable laws and regulations. Although the Company's internal and vendor operating guidelines promote ethical business practices and the Company's sourcing personnel periodically visit and monitor the operations of its independent manufacturers, the Company does not control these vendors or their labor practices. The violation of labor or other laws by an independent manufacturer of the Company, or the divergence of an independent manufacturer's labor practices from those generally accepted as ethical in the United States, could result in adverse publicity for the Company and could have a material adverse effect on the Company.

Dependence on Key Suppliers

Certain of the specialty fabrics used by the Company and manufactured to its custom specification may be available, in the short-term, from only one or a very limited number of sources. While the Company believes it could identify and qualify additional factories to

produce these materials, the unavailability of certain existing manufacturers for supply of these materials, for any reason, could have a material adverse effect on the Company.

Advance Purchases of Products

To minimize purchasing costs, the time necessary to fill customer orders and the risk of non-delivery, the Company places orders for its products with its manufacturers prior to the time the Company has received all of its customers' orders and maintains an inventory of certain products that it anticipates will be in greater demand. There is no assurance, however, that the Company will be able to sell the products it has ordered from manufacturers or that it has in its inventory. Customer orders, moreover, are cancelable by the customer up to 45 days prior to the date of the shipment of the products. Inventory levels in excess of customer demand may result in inventory write-downs and the sale of excess inventory at discounted prices, which could have a material adverse effect on the Company. As of September 30, 1997, the Company had $59.9 million of open purchase orders with its manufacturers and $69.2 million of inventory at cost. See "Business--Business Process."

Risks Related to Collectibility of Receivables

The Company extends credit to its customers based on an assessment of a customer's financial circumstances, generally without requiring collateral. To assist in the scheduling of production and the shipping of seasonal products, the Company offers customers extended payment terms for placing pre-season orders and additional extensions for taking delivery before the peak shipping season. These extended payment terms increase the Company's exposure to the risk of uncollectible receivables. The Company's single largest customer accounted for approximately four percent of the Company's net sales in 1996 and approximately eight percent of the Company's net sales for the nine months ended September 30, 1997. Significant customers of the Company have experienced financial difficulties in the past, and future financial difficulties of customers could have a material adverse effect on the Company.

Product Liability; Warranty Exposure

The Company's products are used in outdoor activities, sometimes in severe weather conditions. Purchasers of these products depend on products to be well designed and durable. Although the Company has not experienced any significant expense as the result of product recalls or product liability claims, there is no assurance that it will not incur expenses in connection with product recalls or product liability claims that could have a material adverse effect on the Company.

Substantially all of the Company's products are backed by a lifetime limited warranty for defects in quality and workmanship. The Company maintains a

warranty reserve for future warranty claims, but the actual costs of servicing future warranty claims may significantly exceed the reserve, which could have a material adverse effect on the Company. See Note 2 of Notes to Consolidated Financial Statements.

International Operations

Approximately 86% of the Company's products are sourced outside the United States through arrangements with over 85 manufacturers in 12 countries. In addition, the Company is increasing its international sales efforts. As a result, the Company's business is subject to the risks generally associated with doing business abroad, such as foreign governmental regulations, foreign consumer preferences, political unrest, disruptions or delays in shipments and changes in economic conditions in countries in which the Company manufactures or sells its products. These factors, among others, could influence the Company's ability to sell its products in international markets, as well as its ability to manufacture its products or procure certain materials. If any such factors were to render the conduct of business in a particular country undesirable or impractical, there could be a material adverse effect on the Company. Many of the Company's imports are subject to existing or potential duties, tariffs or quotas that may limit the quantity of certain types of goods that may be imported into the United States, including constraints imposed by bilateral textile agreements between the United States and a number of foreign countries. These agreements impose quotas on the amounts and types of merchandise that may be imported into the United States from these countries. These agreements also allow the signatories to adjust the quantity of imports for categories of merchandise that, under the terms of the agreements, are not currently subject to specific limits. The Company's imported products are also subject to United States customs duties, which comprise a material portion of the cost of the merchandise. The United States and the countries in which the Company's products are produced or sold may impose new quotas, duties, tariffs or other restrictions, or may adversely adjust prevailing quota, duty or tariff levels, any of which could have a material adverse effect on the Company. A significant portion of the Company's products is produced in China. In June 1997, President Clinton extended to June 1998 "most favored nation" ("MFN") non-discriminatory trading status to China. Under U.S. law, MFN status for China is reviewed annually. The United States has extended MFN status to China each year since 1980. China is a material source of production for the Company. A revocation of MFN status would result in a substantial increase in tariff rates on goods imported from China, and therefore could adversely affect the Company's operations. In addition, in response to alleged transshipment of apparel by China, the U.S. government may reduce quotas for certain garments imported from China in 1998. A reduction in quotas for Chinese products could have a material adverse effect on the Company. See "Business--Business Process--Sourcing and Manufacturing" and "--Government Regulation."

Currency Exchange Rate Fluctuations

The Company generally purchases its products in U.S. dollars. The Company, however, sources a significant amount of its products overseas and the cost of these products may be affected by changes in the value of the relevant currencies. Price increases caused by currency exchange rate fluctuations could make the Company's products less competitive or have an adverse effect on the Company's margins. The Company's international revenue generally is derived from sales in foreign currencies, and this revenue could be materially affected by currency fluctuations, including upon translation of amounts received in foreign currencies into

U.S. dollars following sale by the Company. Currency exchange rate fluctuations could also disrupt the business of the independent manufacturers that produce the Company's apparel by making their purchases of raw materials more expensive. Beginning in late 1997, the Company implemented a program to hedge against its exposure to currency exchange rate fluctuations. There is no assurance that the hedging program will be successful or that foreign currency fluctuations will not have a material adverse effect on the Company. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Overview."

Dependence on Proprietary Rights

The Company uses a number of trademarks, certain of which it has registered with the United States Patent and Trademark Office and in selected foreign countries. The Company believes its registered and common law trademarks have significant value and that some of its trademarks are important to its ability to create and sustain demand for its products. The Company also places significant value on its trade dress, the overall appearance and the image of

its products. Although the Company has not been materially inhibited from selling its products in connection with trademark or trade dress disputes, there is no assurance that significant obstacles will not arise as it expands its product line and geographic scope of its marketing. In markets outside the United States, it may be more difficult for the Company to establish its proprietary rights and to challenge successfully use of those rights by other parties. There is no assurance, moreover, that the Company's trademarks or trade dress do not or will not violate the proprietary rights of others, that they would be upheld if challenged or that the Company would, in that event, not be prevented from using its trademarks or trade dress, any of which could have a material adverse effect on the Company. From time to time, the Company discovers products that are counterfeit reproductions of the Company's products or that otherwise infringe upon proprietary rights held by the Company. If the Company is unsuccessful in challenging a party's products on the basis of trademark or trade dress infringement, continued sales of these products by that or any other party could adversely impact the Columbia brand, result in the shift of consumer preference away from the Company and generally have a material adverse effect on the Company. There is no assurance that actions taken by the Company to establish and protect its trademarks and other proprietary rights will be adequate to prevent imitation of its products by others or to prevent others from seeking to block sales of the Company's products as violating of trademarks and proprietary rights. In addition, the Company could incur substantial costs in legal actions relating to the Company's use of intellectual property or the use of the Company's intellectual property by others, which if successful, could have a material adverse effect on the Company. In 1996 the Company paid $2.5 million to another party to settle a dispute over the use of certain marks, including the word "Columbia." See "Business--Intellectual Property."

Absence of Prior Public Market; Possible Volatility of Stock Price

Prior to the Offerings, there has been no public market for the Company's Common Stock. There is no assurance that an active trading market will develop or be sustained after completion of the Offerings or that the market price of the Common Stock will not decline below

the initial public offering price. The initial public offering price of the Common Stock will be determined through negotiations between the Company and the representatives of the Underwriters. See "Underwriting." The Company believes quarterly fluctuations in its financial results and factors not directly related to the Company's operating performance, such as product or financial results announcements by other apparel companies, could contribute to the volatility of the price of its Common Stock, causing it to fluctuate significantly. These factors, as well as general economic conditions, such as recessions or high interest rates, may adversely affect the market price of the Common Stock.

Control by Principal Shareholders; Benefits to Existing Shareholders

Upon completion of the Offerings, Gertrude Boyle, Chairman of the Board, Timothy P. Boyle, President, Chief Executive Officer and a director and Ms. Boyle's son, Sarah Bany, Director of Retail Operations and a director and Ms. Boyle's daughter, and Dan Santorufo, Executive Vice President and Chief Operating Officer, will beneficially own approximately 77% of the outstanding Common Stock. As a result, if acting together they will be able to control all matters requiring approval by the shareholders of the Company, including the election of directors and the amendment of the Company's articles of incorporation, without the cooperation of other shareholders. Furthermore, the Company will use the net proceeds of the Offerings and increased borrowings to pay dividends of approximately $107 million to existing shareholders of the Company. See "Use of Proceeds," "Dividend Policy and S Corporation Status," "Certain Transactions" and "Principal Shareholders."

Shares Eligible for Future Sale

Sales of a substantial number of shares of the Common Stock in the public market following the Offerings, or the prospect of such sales, could adversely affect the market price of the Common Stock and the Company's ability to raise capital in the future in the equity markets. Upon completion of the Offerings, there will be 28,585,348 shares of Common Stock outstanding. Of these shares, the 6,666,667 shares to be sold in the Offerings will be eligible for immediate resale without restriction under the Securities Act of 1933, as amended (the "Securities Act"), unless purchased by an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act. Upon expiration of lock-up agreements with the representatives of the Underwriters, 180 days after the date of this Prospectus (or earlier with the consent of the representatives of the Underwriters), 21,072,927 shares will be eligible for immediate resale subject to the limitations of Rule 144. As of November 30, 1997, options to purchase

859,379 shares of Common Stock had been granted under the Stock Incentive Plan. The Company intends to file as soon as practicable following completion of the Offerings a registration statement on Form S-8 under the Securities Act covering shares of Common Stock reserved for issuance under the Stock Incentive Plan. This registration statement is expected to become effective immediately upon filing, whereupon, subject to the satisfaction of applicable exercisability periods, Rule 144 volume limitations applicable to affiliates and, in certain cases, the agreements with the representatives of the Underwriters referred to above, shares of Common Stock issued upon exercise of outstanding options granted pursuant to the Stock Incentive Plan will be available for immediate resale in the open market.

Potential Issuance of Preferred Stock; Anti-Takeover Effect of Oregon Law

The Company is authorized to issue up to 10,000,000 shares of Preferred Stock, and the Board of Directors may fix the preferences, limitations and relative rights of those shares without any vote or action by the shareholders. The potential issuance of Preferred Stock, certain provisions of Oregon law and the concentrated ownership of the Company could make it more difficult for a party to gain control of the Company. See "Description of Capital Stock."

USE OF PROCEEDS

The net proceeds to the Company from the sale of the 6,666,667 shares of Common Stock by the Company in the Offerings (assuming an initial public offering price of $15.00 per share and after deducting an assumed underwriting discount and estimated offering expenses) are estimated to be $92.3 million ($106.3 million if the Underwriters' over-allotment options are exercised in full). The Company intends to use the net proceeds to pay dividends to the Company's existing shareholders.

DIVIDEND POLICY AND S CORPORATION STATUS

The Company expects to retain any earnings to finance the expansion and development of its business and, except as described below, has no plans to pay cash dividends after the Offerings for the foreseeable future. The payment of dividends is within the discretion of the Company's Board of Directors and will depend on the earnings, capital requirements and operating and financial condition of the Company, among other factors. Certain of the Company's credit agreements restrict the Company's ability to pay dividends. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

Since 1988 the Company has been treated for federal income tax purposes as an S corporation under Subchapter S of the Internal Revenue Code and has generally been treated as an S corporation for state income tax purposes under comparable state tax laws. As a result, the Company's earnings through the day preceding the date of termination of the Company's S corporation status (the "Termination Date") have been or will be for federal and, generally, state income tax purposes taxed directly to the Company's shareholders, at their individual federal and state income tax rates, rather than to the Company. The Termination Date will occur on or prior to the date of the closing of the Offerings. Subsequent to the Termination Date, the Company will no longer be treated as an S corporation and, accordingly, will be subject to federal and state income taxes on its earnings. See Notes 1 and 2 of Notes to Consolidated Financial Statements.

In the nine months ended September 30, 1997 and in 1996 and 1995, the Company declared cash dividends to its shareholders in the aggregate amounts of $11,155,000, $8,543,000 and $20,389,000, respectively. The Company expects to declare, prior to the completion of the Offerings, additional dividends to its existing shareholders in the estimated aggregate amount of $107 million. See "Use of Proceeds" and "Certain Transactions."

DILUTION

As of September 30, 1997, the Company had a pro forma net tangible book value (giving effect to dividends of $107 million expected to be declared prior to completion of the Offerings and the recording of a deferred tax asset in the amount of $2.7 million as described under "Capitalization") of approximately $99 million or $4.52 per share. Net tangible book value per share is equal to total tangible assets (total assets less intangible assets) less total liabilities of the Company, divided by the number of shares of Common Stock then outstanding.

Without taking into account any adjustment in net tangible book value attributable to operations after September 30, 1997, after giving effect to the sale by the Company of 6,666,667 shares in the Offerings at an assumed initial public offering price of $15.00, the pro forma net tangible book value of the Company as of September 30, 1997 (after deduction of an assumed underwriting discount and estimated offering expenses and the application of the net proceeds as described under "Use of Proceeds") would have been approximately $99 million or $3.46 per share. This represents an immediate decrease in pro forma net tangible book value of $1.06 per share to existing shareholders and an immediate dilution of $11.54 per share to new investors. The following table illustrates this per share dilution:

<TABLE>
<CAPTION>

<S>	<C>	
Assumed initial public offering price per share................................		$15.00
Pro forma net tangible book value per share as of September 30, 1997.........	4.52	
Decrease per share attributable to new investors.............................	1.06	
Pro forma net tangible book value per share after the Offerings................		3.46

Dilution per share to new investors..		$11.54
		======

</TABLE>

The following table summarizes on a pro forma basis as of September 30, 1997 the relative investments of all existing shareholders and new investors, giving effect to the sale by the Company of shares in the Offerings at an assumed initial public offering price of $15.00 per share and the payment of dividends of $107 million to existing shareholders, which the Company expects to declare prior to completion of the Offerings (without giving effect to underwriting discount and offering expenses payable by the Company):

<TABLE>
<CAPTION>

	Shares Purchased		Total Consideration		Average Price
	Number	Percent	Amount	Percent	Per Share
<S>	<C>	<C>	<C>	<C>	<C>
Existing shareholders...................	21,918,681	76.7%	$ 5,256,000	5.0%	$ 0.24
New investors...........................	6,666,667	23.3	100,000,000	95.0	15.00
Total............................	28,585,348	100.0%	$105,256,000	100.0%	

</TABLE>

The above information assumes no exercise of any outstanding options after September 30, 1997. As of November 30, 1997, there were outstanding options to purchase an aggregate of 859,379 shares of Common Stock at exercise prices ranging from $8.30 to $13.03 per share. Purchasers of shares of Common Stock offered in the Offerings will incur additional dilution to the extent outstanding stock options are exercised. See "Management--Stock Incentive Plan" and Notes 10 and 17 of Notes to Consolidated Financial Statements.

CAPITALIZATION

The following table sets forth the capitalization and short-term obligations of the Company on an actual basis as of September 30, 1997 and on a pro forma as adjusted basis to give effect to (i) the payment of dividends after September 30, 1997 and (ii) the receipt and application of the estimated net proceeds to the Company from the sale of the 6,666,667 shares of Common Stock offered by the Company in the Offerings at an assumed initial public offering price of $15.00 per share. This table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and notes thereto included elsewhere in this Prospectus.

<TABLE>
<CAPTION>

	September 30, 1997	
	Actual	Pro Forma as Adjusted(1)

<S>	<C> (in thousands)	<C>
Notes payable (2)	$ 77,478	$ 92,178
Current portion of long-term obligations	160	160
Total short-term obligations	77,638	92,338
Long-term obligations, net of current portion	$ 2,862	$ 2,862
Shareholders' equity:		
Preferred Stock, 10,000,000 shares authorized; no shares issued and outstanding	__	__
Common Stock, 50,000,000 shares authorized; 21,918,681 shares issued and outstanding, actual; 28,585,348 shares issued and outstanding, pro forma as adjusted (3)	17,886	110,186
Retained earnings	101,679	(2,590)
Foreign currency adjustments	(1,717)	(1,717)
Unearned portion of restricted stock issued for future services	(5,592)	(5,592)
Total shareholders' equity	112,256	100,287
Total capitalization	$ 192,756	$ 195,487

</TABLE>

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(1) Pro forma to reflect (i) the payment of dividends in the estimated aggregate amount of $107 million for S corporation distributions to existing shareholders, which the Company expects to declare prior to the completion of the Offerings, and (ii) the recording of $2.7 million of deferred income tax benefit as if the Company had been a C corporation. Adjusted to give effect to the sale of the 6,666,667 shares offered by the Company in the Offerings, receipt of the estimated net proceeds of $92.3 million therefrom and the application of such proceeds to payment of dividends by the Company. See "Use of

Proceeds," "Dividend Policy and S Corporation Status," "Certain Transactions" and Notes 1 and 2 of Notes to Consolidated Financial Statements.

(2) Represents (i) amounts due under certain of the Company's credit lines and (ii) increased borrowings of $14.7 million to pay dividends to shareholders. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources" and Note 7 of Notes to Consolidated Financial Statements.

(3) Excludes 2,000,000 shares reserved for issuance under the Stock Incentive Plan, of which 859,379 shares were subject to outstanding options at November 30, 1997 at a weighted average exercise price of $8.92 per share. See "Management--Stock Incentive Plan" and Notes 10 and 17 of Notes to Consolidated Financial Statements.

SELECTED CONSOLIDATED FINANCIAL DATA

The selected financial data presented below for, and as of the end of, each of the years in the five-year period ended December 31, 1996 have been derived from the audited financial statements of the Company. The selected financial data for the nine months ended September 30, 1996 and 1997 and as of September 30, 1997 have been derived from the unaudited financial statements of the Company and include, in the opinion of management, all adjustments (consisting only of normal recurring accruals) necessary to a fair presentation of the information for such periods. Operating results for the nine months ended September 30, 1997 are not necessarily indicative of the results that may be expected for the year ending December 31, 1997. The financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements and related notes thereto included elsewhere in this Prospectus.

<TABLE>
<CAPTION>

	Year Ended December 31,					Nine Months Ended September 30,	
	1992	1993	1994	1995	1996	1996	1997

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
	(in thousands, except per share data)						
Statement of Operations Data:							
Net sales..............	$ 27,668	$192,055	$256,426	$303,797	$298,988	$226,239	$258,355
Cost of sales..........	75,621	112,544	148,940	182,971	176,859	135,626	144,571
Gross profit...........	52,047	79,511	107,486	120,826	122,129	90,613	113,784
Selling, general and administrative expense.	34,970	46,351	64,049	82,083	87,954	63,593	77,757
Income from operations.............	17,077	33,160	43,437	38,743	34,175	27,020	36,027
Interest expense, net..	1,075	1,688	3,220	5,767	4,220	3,248	2,497
Other expense (1)......	1,011	--	--	2,500	7,477	--	--
Provision (benefit) for income taxes...........	(24)	724	1,893	1,750	1,468	1,463	1,730
Net income............	$ 15,015	$ 30,748	$ 38,324	$ 28,726	$ 21,010	$ 22,309	$ 31,800
Pro forma net income(2).............	$ 8,995	18,883	24,130	$ 18,286	13,487	$ 14,263	$ 20,118
Pro forma net income per share (2).........					$ .47		$ .70
Pro forma weighted average shares outstanding (3).......					28,934		28,934

</TABLE>

<TABLE>
<CAPTION>

<S>	December 31, 1992 <C>	1993 <C>	1994 <C>	1995 <C>	1996 <C>	September 30, 1997 <C>
Balance Sheet Data:						
Working capital.............................	$ 29,639	$ 35,002	$ 48,971	$ 47,726	$ 59,797	$ 73,474
Inventories.................................	13,698	18,937	43,442	48,404	34,638	69,249
Total assets................................	55,486	78,428	133,349	162,301	135,967	259,069
Long-term debt..............................	6,443	3,750	1,250	---	2,963	2,862
Shareholders' equity.........................	28,837	43,394	61,992	70,458	91,936	112,256

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<FN>

(1) For 1992 reflects a charge of $1.0 million related to the payment of a fine in connection with the violation of certain import regulations; for 1995 reflects a $2.5 million payment in settlement of certain litigation; for 1996 reflects a $7.5 million charge related to the termination of a compensation arrangement in exchange for the issuance of Common Stock. See "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Management--Certain Transactions" and Notes 13 and 15 of Notes to Consolidated Financial Statements.

(2) The Company was an S corporation and accordingly was not subject to federal and, generally, state income taxes during the periods indicated. Pro forma net income reflects federal and state income taxes as if the Company had been a C corporation, based upon a pro forma effective tax rate of 40%. See "Dividend Policy and S Corporation Status" and Note 1 of Notes to Consolidated Financial Statements.

(3) For 1996 and the nine months ended September 30, 1997, includes the number of shares to be sold in the Offerings to generate proceeds to be used for the payment of dividends in the estimated aggregate amount of $107 million to existing shareholders, which the Company expects to declare prior to the completion of the Offerings. See "Dividend Policy and S Corporation Status," "Certain Transactions" and Note 1 of Notes to Consolidated Financial Statements.

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</TABLE>

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Established in 1938, Columbia has grown from a small, regional hat distributor to a global leader in outdoor apparel. The Company has its roots and developed its initial expertise in the production of high quality, rugged outdoor fishing and hunting apparel for the serious sportsman. The Company broadened its product offerings in the 1980s to include related merchandise categories. In 1985 the Company introduced the Interchange System into its outerwear line and opened the first of its six international sourcing offices, further enhancing the value component of the Company's merchandise. In the 1990s the Company leveraged its brand awareness by expanding its sportswear offerings and introducing a rugged footwear line to complement its successful outerwear line. Based on this success, the Company expanded into the international markets through the establishment of direct sales operations in Canada, Europe and South Korea and a network of independent distributors in South America, Japan, Australia, New Zealand and certain European countries. Today, the Company sells its products in 30 countries and its sales have increased to $299 million in 1996 from $18.8 million in 1987.

From 1992 through 1995, sales increased at a compound annual growth rate of 34%. During this period of rapid sales growth, the Company recognized the need to diversify its product offerings, which were dominated by the fall/winter-oriented outerwear and accessory lines (84.6% in 1993), and to expand its geographic distribution, which was dominated by domestic sales (88.5% in 1993). To accomplish this, the Company established an internal merchandise and design department for its sportswear line and purchased its Canadian distributor in 1992. In 1993 the Company introduced its first footwear offering to the market and expanded its wholesale distribution into Europe. In 1997 the Company opened a flagship store in South Korea, and in the fall of 1998 the Company will assume the wholesale operations in Japan now operated by its Japanese distributor. These actions diversified the Company's product offerings and geographic distribution. For 1996, sales of the Company's sportswear and footwear accounted for 25.3% and 4.2% of net sales, respectively, and sales outside the United States accounted for 17.9% of net sales.

Sales decreased slightly in 1996, primarily as a result of a poor retail environment in 1995 that caused domestic customers to hold unseasonably high inventories during the fall 1996 order season. This had the effect of depressing fall 1996 orders. In addition, two of the Company's larger customers, which together accounted for $10.2 million of the Company's net sales in 1995, declared bankruptcy after the fall 1995 season. The decrease in the domestic business was offset in part by a $10.3 million, or 65%, increase in foreign sales for 1996. For the nine months ended September 30, 1997 sales increased $32.1 million, or 14.2%, compared to the nine months ended September 30, 1996.

The Company's gross margins are affected by its ability to maintain or increase the price of its products and control production costs. Sales prices are influenced by the strength of the

Company's brand, competitive conditions and the amount of inventory sold in close-out sales, which depends in part on weather conditions and the retail environment as well as the Company's ability to manage these factors through effective control of inventory levels. Prior to 1995 the Company had experienced several years of improved gross profit margins. This increase was the result of improved efficiencies in the production of the foreign sourced goods as well as the strength of the brand in the marketplace. In 1995 and 1996 the Company experienced a decline in gross profit margins from the prior years. For both years the decrease was attributable to close-out sales of excess fall inventory from the prior season. The excesses were the result of lower than anticipated reorders due to a late winter in 1994 and a poor retail environment in 1995. In response to the adverse effect on margins in 1995 and 1996, the Company has implemented an inventory management strategy to reduce the exposure to excess inventory positions. This strategy includes obtaining customer orders closer to the production cycle as well as reducing the reorder percentage assumed in the production schedule. For 1996 the Company sold out of fall products with only minimal off-priced sales. Excess inventories also were minimal for the nine months ended September 30, 1997. The Company believes this inventory management strategy, its increasing revenue derived from international operations, and the greater significance of sportswear and footwear in the product offering have substantially reduced its exposure to weather-related sales fluctuations.

The Company's gross margins are also influenced by changes in its product and relative levels of domestic and international sales. Generally, the Company's outerwear products have generated higher gross margins than its sportswear and rugged footwear products. In addition, the Company's international sales have typically generated higher gross margins than those realized on its domestic sales. Accordingly, the Company believes its increasing emphasis on sportswear and rugged footwear products may tend to reduce gross margins, while its expansion of international sales activity may strengthen gross margins.

In 1993 the Company experienced sales growth of 50.4%, followed by a 33.5% increase in 1994. This near doubling of sales in a two-year period resulted in sales volumes that strained the supporting infrastructure and resulted in relatively low selling, general and administrative expense as a percentage of sales. During this period of rapid sales growth, the Company focused on investing in its infrastructure to enable continued expansion. Major areas of investment consisted of expansion of the domestic distribution facilities, the establishment of sportswear and footwear design and development departments, creation of a product development facility in Hong Kong and establishment of a European sales headquarters. Significant investment in infrastructure contributed to an increase in selling, general and administrative expense as a percentage of sales to 30.1% for the nine months ended September 30, 1997 from 24.1% in 1993. The Company anticipates that it will be able to leverage selling, general and administrative expense as a percentage of sales as the international sales operations become more established and the sportswear and footwear segments of the business continue to expand.

Inventory purchases from independent manufacturers and suppliers in the Far East are denominated primarily in U.S. dollars. Purchase prices for materials and finished goods, however, may be affected by fluctuations in exchange rates between the U.S. dollar and the local

currency where the products are sourced. Any such fluctuations may increase the Company's cost of goods sold in the future. In the last two years, exchange rates have not materially affected the Company's inventory costs. The Company sells its products in Canada and Europe in the local currency of the retailer. A stronger U.S. dollar would negatively affect the Company's net sales and gross margins in Canada and Europe. For the nine months ended September 30, 1997, the Company's European net sales and gross margins were negatively affected by the strengthening U.S. dollar. Beginning in late 1997, the Company implemented a program to hedge against its exposure to currency exchange rate fluctuations.

The Company has operated as an S corporation since 1988 and, as a result, has not been subject to federal or, generally, state income taxes. Accordingly, the following discussion of the Company's historical results of operations does not include a discussion of income tax expense. In connection with the Offerings, the Company will become a C corporation subject to federal and state income taxation and will record a net deferred tax asset of approximately $2.7 million and a corresponding nonrecurring benefit to income tax expense. See "Dividend Policy and S Corporation Status" and Note 1 of Notes to Consolidated Financial Statements.

Results of Operations

The following table sets forth certain financial data for the Company for the periods indicated as a percentage of revenue.

<TABLE>
<CAPTION>

	Year Ended December 31,					Nine Months Ended September 30,	
	1992	1993	1994	1995	1996	1996	1997
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Statement of Operations Data:							
Net Sales:							
United States	88.8%	88.5%	88.8%	86.2%	82.1%	82.3%	80.9%
Canada	6.9	6.8	6.9	8.6	9.1	9.5	9.2
Other International	4.3	4.7	4.3	5.2	8.8	8.2	9.9
Total	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Cost of sales	59.2	58.6	58.1	60.2	59.2	60.0	56.0

Gross profit................	40.8	41.4	41.9	39.8	40.8	40.0	44.0
Selling, general and administrative expense.....	27.4	24.1	25.0	27.0	29.4	28.1	30.1
Income from operations......	13.4	17.3	16.9	12.8	11.4	11.9	13.9

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</TABLE>

Nine Months Ended September 30, 1996 Compared to Nine Months Ended September 30, 1997

Net Sales. Net sales increased 14.2% to $258.4 million for the nine months ended September 30, 1997 from $226.2 million for the comparable period in 1996. Domestic sales increased 12.3% to $209.0 million for the nine months ended September 30, 1997 from $186.1 million for the comparable period in 1996. The increase is attributable to strong growth in the footwear, youth and certain outerwear categories. International sales, excluding Canada, increased 37.6% to $25.6 million for the nine months ended September 30, 1997 from $18.6

million for the comparable period in 1996. The increase was due primarily to a $3.7 million, or 68.7%, increase in European direct sales. Canadian sales grew 10.2% to $23.7 million for the nine months ended September 30, 1997 compared to the same period in 1996.

Gross Profit. Gross profit as a percentage of net sales was 44.0% for the nine months ended September 30, 1997 compared to 40.1% for the comparable period in 1996. The increase in gross margin was due to improved inventory management resulting in fewer mark downs and close-outs as well as efficiencies in the manufacturing process and continued strength of the brand in the market.

Selling, General and Administrative Expense. Selling, general and administrative expense increased 22.3% to $77.8 million for the nine months ended September 30, 1997 from $63.6 million for the comparable period in 1996. As a percentage of sales, selling, general and administrative expense increased from 28.1% to 30.1%. This increase was primarily attributable to the Company's investment in personnel and operational infrastructure to support the product line expansion, additional advertising and promotional expenditures to support the brand and international expansion into Europe, South Korea and Japan. Because these markets are in the start-up phase, personnel expenses and advertising and promotional expenditures are disproportionately high as the Company establishes the Columbia brand. The Company believes it can leverage selling, general and administrative expense as a percentage of sales as its international operations become more established and its sportswear and footwear sales expand.

Interest Expense. Interest expense decreased by 23.1% for the nine months ended September 30, 1997 from the comparable period in 1996. The decrease was attributable to lower borrowing requirements for working capital in 1997.

Year Ended December 31, 1996 Compared to Year Ended December 31, 1995

Net Sales. Net sales decreased 1.6% to $299.0 million in 1996 from $303.8 million in 1995. This decrease was due to a decline in domestic sales, which decreased 6.2% to $245.6 million in 1996 from $261.9 million in 1995. The domestic sales decrease primarily reflects the poor retail environment experienced in the industry in fall 1995 selling season that resulted in decreased preseason orders for 1996. In response to significant excess inventory levels from the fall 1995 season and the high inventory levels held at the retailers, the Company deliberately reduced the production of fall 1996 merchandise to limit the Company's exposure to reorder business. In addition, two of the Company's larger customers, which together accounted for $10.2 million of the Company's sales in 1995, filed for bankruptcy after the fall 1995 season. This decrease was partially offset by the opening of two new outlet stores in late 1995 and the Company's flagship store in late 1996. International sales, excluding Canada, increased 65.4% to $26.3 million in 1996 from $15.9 million in 1995. The increase was due primarily to a $5.2 million, or 96.1%, increase in European direct sales and a $5.1 million increase in sales to international distributors. Canadian sales increased 4.6% to $27.2 million in 1996 from 1995.

Gross Profit. Gross profit as a percentage of net sales was 40.9% in 1996 compared to 39.8% in 1995. The lower gross margin experienced in 1995 was attributable to excess off- priced inventory sales. Due to a very mild fall 1994 in the United States, the Company experienced a low reorder rate, resulting in excess inventory that was sold off-price in the first quarter of 1995. In fall

1995, many of the Company's retail customers experienced poor sales, resulting in cancellations for fall 1995 merchandise. In anticipation of lower reorders, the Company elected to sell a significant amount of excess inventory in late 1995 at discount prices. The effect of these sales was lower gross margins for the first and fourth quarters of 1995. Gross margins for the first quarter of 1996 were negatively affected by off-priced inventory sales carried over from fall 1995. In 1996 the Company deliberately reduced the reorder factor for fall 1996 production. The reduced inventory exposure, coupled with a healthier retail environment, resulted in minimal markdown sales in the fall 1996 selling season and, consequently, improved gross margins in 1996 over the prior year.

Selling, General and Administrative Expense. Selling, general and administrative expense increased 7.2% to $88.0 million in 1996 from $82.1 million in 1995. As a percentage of net sales, selling, general and administrative expense increased to 29.4% of sales in 1996 from 27.0% in 1995. The increase was primarily due to the Company's investment in personnel and systems infrastructure to support the growth of the Company's product offering and the expansion of the European operation. In addition, the second phase of the distribution center became operational in late 1995. The increase as a percentage of sales was also affected by lower than anticipated preseason order volume in 1996, influenced by the poor 1995 retail selling season. Based on the lower order volume, the Company initiated a corporate cost containment strategy for 1996 which included a reduced advertising budget, a delay in hiring of additional personnel and reduced spending for discretionary projects.

Interest Expense. Interest expense decreased 26.8% in 1996 from 1995. The decrease was attributable to lower borrowing requirements for working capital needs.

Other Expense. Other expense represents compensation recognized upon conversion of participation shares to Common Stock for Don Richard Santorufo, the Company's Executive Vice President and Chief Operating Officer. Total non-cash compensation recognized by the Company for 1996 related to the conversion was $5.7 million. In addition to the non-cash compensation recognized, the Company awarded Mr. Santorufo a cash bonus of $2.8 million to cover the personal tax liability associated with the transaction. Of the total expense of $8.5 million, the normal recurring amount of $1.0 million was reported as selling, general and administrative expense and the balance of $7.5 million was reported as other expense. The Company will continue to recognize additional compensation relating to the vesting of these shares through the year 2004.

Year Ended December 31, 1995 Compared to Year Ended December 31, 1994

Net Sales. Net sales increased 18.5% to $303.8 million in 1995 from $256.4 million in 1994. Domestic sales increased 15.1% to $261.9 million in 1995 from $227.6 million in 1994.

This increase was primarily attributable to the expanded sportswear offering and across-the-board increases in core outerwear products. In addition, international sales, excluding Canada, increased 43.5% to $15.9 million as European direct sales doubled. Canadian sales increased 46.3% to $26.0 million in 1995 from 1994.

Gross Profit. Gross profit as a percentage of net sales was 39.8% in 1995 compared to 41.9% in 1994. The decrease in gross margin for 1995 was attributable to the off-priced inventory sales discussed above.

Selling, General and Administrative Expense. Selling, general and administrative expense increased 28.1% to $82.0 million in 1995 from $64.0 million in 1994. Selling, general and administrative expense as a percentage of sales increased to 27.0% in 1995 from 24.9%in 1994. The increase in selling, general and administrative expense in dollars and as a percentage of sales reflects the Company's continued investment in infrastructure and added personnel to support the growth in sales and product offerings. In 1994 the Company opened a new distribution center and implemented new financial, distribution management and sales order processing software, which were amortized for the full year in 1995.

Interest Expense. Interest expense increased 79.1% in 1995 from 1994. The increase was due primarily to higher average borrowing levels resulting from the higher inventory and receivable balances carried by the Company in 1995.

Other Expense. Other expense in 1995 consisted of a payment of $2.5 million in settlement of a dispute concerning use of the word "Columbia."

Quarterly Results of Operations and Seasonality

<TABLE>
<CAPTION>

For the Quarter Ended (Dollars in thousands)

Statements of Earnings Data:	1995 Mar. 31	1995 June 30	1995 Sept. 30	1995 Dec 31	1996 Mar. 31	1996 June 30	1996 Sept. 30	1996 Dec. 31	1997 Mar. 31	1997 June 30	1997 Sept. 30
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Net sales...........	$ 44,762	$ 62,933	$126,409	$ 69,693	$ 49,292	$55,350	$121,597	$ 72,749	$54,495	$49,695	$154,165
As a % of full year	14.7%	20.7%	41.6%	23.0%	16.5%	18.5%	40.7%	24.3%			
Gross profit........	$ 14,851	$ 26,551	$ 54,604	$ 24,820	$ 16,035	$20,192	$ 54,386	$ 31,516	$20,752	$21,623	$ 71,409
As a % of full year	12.3%	22.0%	45.2%	20.5%	13.1%	16.5%	44.5%	25.9%			
As a % of net sales.	33.2%	42.2%	43.2%	35.6%	32.5%	36.5%	44.7%	43.3%	38.1%	43.5%	46.3%
Income (loss) from operations..........	$ (1,070)	$ 7,989	$ 30,074	$ 1,750	$(2,890)	$ 1,572	$ 28,338	$ 7,155	$(1,131)	$ (852)	$ 38,010
As a % of net sales.	(2.4)%	12.7%	23.8%	2.5%	(5.9)%	2.9%	23.3%	9.8%	(2.1)%	(1.7)%	24.7%

</TABLE>

The Company's business is based on two primary wholesale selling seasons, spring (December to June), which represented 20% of the 1996 business, and fall (June to December), which represented 80% of the 1996 business by wholesale dollar volume. The spring product mix is weighted toward sportswear, footwear and lighter outerwear. These products generally have a lower unit selling price and lower gross margin than the fall products. The fall product mix is weighted toward the higher unit priced, higher margin outerwear. These seasonal

differences lead to significant fluctuations in operating results from quarter to quarter. Historically the Company has recognized the majority of its profits in the third quarter and has realized losses in the first quarter. Second and fourth quarter results vary from year to year based on the shipping efficiencies and reorder activity for fall product.

Liquidity and Capital Resources

The Company's main sources of liquidity have been cash flows from operations and borrowings on short term credit facilities. Net cash provided by (used in) operations for the nine months ended September 30, 1997 and the years ended December 31, 1996 and 1995 was $(44.3) million, $66.8 million and $11.8 million, respectively.

The Company's primary capital requirements have been for working capital, investing activities associated with expansion of the distribution center, systems development, build-out of the new flagship store and general corporate needs. Net cash used in investing activities for the nine months ended September 30, 1997 and the years ended December 31, 1996 and 1995 was $8.5 million, $10.9 million and $13.0 million, respectively.

Financing activities consist primarily of distributions to shareholders for tax payments and net changes in the short term borrowings. Net cash provided by (used in) financing activities for the nine months ended September 30, 1997 and the years ended December 31, 1996 and 1995 was $54.7 million, $(53.7) million and $588,000, respectively.

Prior to the Offerings, the Company was an S corporation and net income was included in the shareholders' income for federal and certain state income tax filings. To accommodate the payment of taxes, the Company generally made substantial cash distributions to the shareholders in the first, third and fourth quarters of each year. After the Offerings, the Company's cash flows from financing activities will no longer reflect the distribution to shareholders for tax purposes. The Company will be responsible, however, for corporate tax payments, which will be reflected in the cash flow from operating activities.

The Company has an unsecured revolving line of credit for $50 million with Wells Fargo Bank, N.A., which expires June 30, 1998. Funds borrowed bear interest, at the Company's option, at a rate of (i) the CD Rate (as defined therein) plus up to .75%, (ii) the Base Rate (as defined therein) minus up to 2.1% or (iii) LIBOR plus up to .75%. The amount of interest varies depending on the ratio of the Company's indebtedness to tangible net worth. If an event of default occurs, the Company is prohibited, subject to certain exceptions, from making

30

dividend payments or other distributions. As of September 30, 1997, $44,201.419 was outstanding under this line of credit bearing interest at a rate of 6.1%.

The Company is party to a Buying Agency Agreement with Nissho Iwai American Corporation ("Nissho") pursuant to which Nissho provides the Company unsecured credit, the amount of which varies annually at Nissho's discretion and acts as a buying agent on behalf of the Company. At September 30, 1997, the maximum amount available under the Nissho Agreement was $120 million, which includes $70 million allowed under the credit line and amounts available for letters of credit. Borrowings bear interest at a rate of 0.5% above the three month LIBOR rate. In addition, the Company pays Nissho a commission of 1.5% of the FOB price of the goods purchased by Nissho in its capacity as buying agent. The Company is prohibited from making distributions of cash or other assets to its shareholders in excess of (i) amounts required to be paid by shareholders to pay federal and state income tax obligations of the Company, (ii) 50 percent of the Company's income after provision for state and federal income taxes and (iii) 100 percent of the proceeds of a primary common stock offering. The agreement expires September 30, 1998. As of September 30, 1997, $29,013,036 was outstanding under the Company's line of credit with Nissho.

The Company maintains a credit agreement with The Hong Kong and Shanghai Banking Corporation Limited for an uncommitted and unsecured line of credit with a combined limit of $60 million. Within this limit, up to $45 million may be used as an import line of credit for issuing documentary letters of credit and up to $25 million may be used as a revolving line of credit for working capital. Funds borrowed under the agreement bear interest, at the Company's option, at either a fixed rate for a specified number of days days at the bank's cost of funds plus 0.35%, or a floating rate of the prime rate minus 2%. As of September 30, 1997, $25,000,000 was outstanding under the agreement.

The Company's Canadian and Japanese subsidiaries also maintain certain separate credit arrangements. If a subsidiary's credit arrangement is unsecured, the Company generally guarantees the subsidiary's obligations under the credit arrangement.

To assist in the scheduling of production and the smooth shipping of seasonal product, the Company offers customers extended payment terms for placing pre-season orders and additional dating for taking delivery before the peak shipping season. Accordingly, the Company may have significant exposure regarding the collection of receivables from its customers. The Company has credit policies and procedures in place to manage the credit risk. The Company believes the additional costs associated with the dating program are more than offset by the reduced exposure to inventory excesses and the increased distribution efficiencies. The extended dating program results in peak short term borrowing on the credit facilities in October before the first due date under the dating program. See "Risk Factors -- Risks Related to Collectibility of Receivables."

31

The Company estimates that capital expenditures for 1998 will be approximately $36 million. This amount will be primarily for the final implementation of the new management information system, and the initial phase of the expansion and reconfiguration (including a new warehouse management system) of the existing distribution center. The new enterprise management information system, which is expected to be fully operational by late 1998, will address the impact of the year 2000 on all core Company business systems. The Company has other ancillary systems that will be modified to address any of the year 2000 issues. The total expenditure for the distribution center project, scheduled for completion in February 1999, is estimated to be $33 million. The Company anticipates entering into a long-term borrowing arrangement to finance the construction and reconfiguration of the distribution center.

The Company believes cash flow from operations, funds available under its credit facilities, funds available under the borrowing arrangement to be entered into in connection with the construction and reconfiguration of the distribution center, and the net proceeds, if any, from the Offerings that are not paid as dividends to the Company's existing shareholders will be sufficient to satisfy the Company's capital requirements for the next 12 months.

32

BUSINESS

Introduction

Columbia is a global leader in the design, manufacture, marketing and distribution of active outdoor apparel. As one of the largest outerwear manufacturers in the world and the leading seller of skiwear in the United States, the Company has developed an international reputation across an expanding product line for quality, performance, functionality and value. The Company believes its award-winning advertising campaigns effectively position the Columbia brand as active, outdoor, authentic and distinctly American.

Established in 1938, the family-owned Company has grown from a small, regional hat distributor to a global leader in the active outdoor apparel industry. The Company has its roots and developed its initial expertise in the production of high quality, rugged outdoor fishing and hunting gear for the serious sportsman. Known for durability and dependability at a reasonable price, the Company leveraged its brand awareness in the 1990s by expanding into related merchandise categories and developing its "head-to-toe" outfitting concept. The Columbia brand appeals to a large, increasingly international consumer base. Today, the Company distributes its products to over 10,000 retailers in 30 countries. The Company's sales and operating income have increased to $299.0 million and $34.2 million in 1996 from $18.8 million and $1.6 million in 1987, representing 10-year compound annual growth rates of 32% and 36%, respectively. The Company believes it will continue to grow by focusing on enhancing the productivity of existing retailers, expanding distribution in international markets and further developing merchandise categories.

The Company groups its broad range of competitively priced merchandise into four categories--outerwear, sportswear, rugged footwear and related accessories. The durability, functionality and affordability of Columbia's products make them ideal for use in a wide range of outdoor activities, including skiing, snowboarding, hunting, fishing, hiking and golf, as well as for casual wear. Throughout the product development cycle, merchandising and design teams collaborate with retailers, the Columbia sales force and consumers to ensure that the final product assortment of coordinated "head-to-toe" merchandise meets or exceeds customer expectations. Across all of its product lines, Columbia brings a commitment to innovative, functional product design and a reputation for durable, high quality materials and construction. Columbia believes it offers consumers one of the best price-value equations in the outdoor apparel industry.

Business Strengths

Established and Differentiated Outdoor Lifestyle Brand. The Company believes the Columbia brand represents a differentiated, active, outdoor, authentic and distinctly American image built on quality, functionality, performance and value. The Company's award-winning international marketing campaigns, which feature Chairman Gertrude Boyle in the role of

"Mother Boyle," an overbearing taskmaster who enforces tough Columbia quality standards, emphasize this distinctive brand image.

Broad and Growing Appeal. Columbia's merchandise appeals to a broad range of consumers of varying ages and income levels, from serious outdoorsmen to weekend sports enthusiasts. The Company's price-value equation is attractive to a large segment of the $10.4 billion U.S. retail outdoor apparel market. Columbia is effectively positioned to compete against lower priced or unbranded products based on brand image and product features, and against higher priced, largely technical or fashion brands based on superior value and generally lower price points. The Company has benefited in the past and expects to continue to benefit from the trend toward casual dressing and from the growth in demand for active lifestyle apparel.

Premium Quality at a Reasonable Price. Columbia maintains a strong focus on providing a superior mix of quality and value, which are defining elements of the brand. The Company believes it is able to offer merchandise similar in quality to its competitors at attractive price points by using its long standing supplier relationships to source high quality products from around the world while controlling costs, relying on Company-supervised production of merchandise by independent manufacturers, involving itself in the supply chain at an earlier stage than is typical in the industry and avoiding the overdesign of its products.

Proven and Experienced Management Team. Senior management of Columbia has substantial experience in the apparel industry and a demonstrated track record of sales and earnings growth: Chairman Gertrude Boyle has been involved in the business since 1970; President and Chief Executive Officer Timothy P. Boyle joined Columbia in 1971; and Executive Vice President and Chief Operating Officer Don Richard Santorufo joined the Company in 1979. Under their leadership

over the past decade, the Company's sales and operating income have increased at compound annual growth rates of 32% and 36%, respectively. Immediately following the Offerings, senior management will own over 76.6% of the Company.

Functional and Performance-Oriented Design. All Columbia merchandise is designed and developed in-house by experienced merchandising and design teams. Working closely with internal sales and production teams as well as with retailers and consumers, the Company's merchandising and design teams can reduce the risks of fashion swings by developing superior products that are tailored specifically to meet consumer requirements. Because its products are designed for functionality and durability, the Company does not attempt to lead consumer preferences or differentiate its products based primarily on fashion. In fact, many new products are based on existing designs, such as the Bugaboo Parka, a consistent best seller for more than a decade.

Effective "Head-to-Toe" Merchandising. Columbia's "head-to-toe" merchandising strategy presents retailers and consumers with a wide selection of apparel and rugged footwear that shares common color palettes and outdoor themes. Retailers and consumers both benefit from the ability to use Columbia as a single source for an attractive array of merchandise. The Company's flagship

store, recently opened in Portland, Oregon, and the Company's successful store within a store concept ("concept shops") provide showcases for Columbia's coordinated merchandise offerings.

Sourcing as a Competitive Advantage. Columbia's merchandise is produced worldwide by independent manufacturers selected, monitored and coordinated by local Columbia employees to assure conformity to strict quality and cost standards. The Company believes the use of independent manufacturers, in conjunction with the use of Columbia sourcing personnel rather than agents, increases its production flexibility and capacity and allows it to maintain control over critical aspects of the sourcing process, while at the same time substantially reducing capital expenditures and avoiding the costs of managing a large production work force.

Superior Inventory Management. From the time of purchasing through production, distribution and delivery, the Company manages its inventory to reduce risk. The sequencing of the product design, sourcing, production and selling cycle mitigates inventory risk, in part by offering special discounts to customers that purchase merchandise early. Because the Company's products are not based primarily on fashion, and because Columbia undertakes extensive analysis to ensure that its products are what consumers require, the Company believes its inventory risk is not as great as that of some of its competitors. A new state-of-the-art inventory management information system, expected to be fully operational in late 1998, is expected to further enhance the Company's ability to manage its inventory.

Growth Strategy

Enhance Channel Productivity of Existing Retailers. The Company plans to improve the productivity of its existing customers by expanding its concept shops and installing brand enhancement systems. Concept shops, which promote a consistent brand image, are located within the Company's retailers and are dedicated exclusively to selling Columbia merchandise. As of September 30, 1997, the Company had 164 concept shops worldwide and plans to double this number by the end of 1998. The Company believes its concept shops increase sales by displaying a complete selection of merchandise and promoting cross-merchandising opportunities on a year around basis. Smaller-scale brand enhancement systems which include signage and fixtures that prominently display consolidated groupings of Columbia merchandise, offer benefits similar to concept shops. By the end of 1998, the Company also expects to have installed 1,000 in-store brand enhancement systems.

Leverage the Columbia Brand Name in International Markets. The Company intends to capitalize on its size, strong U.S. brand position and its worldwide brand recognition by targeting certain high opportunity markets for development or expansion. The Company has identified Europe and Asia as regions where outdoor activities are consistently popular and where the Company can exploit its active, outdoor, authentic and distinctly American brand image and reputation for value.

The Company is seeking to enhance its distribution in a number of countries, including the United Kingdom, Italy, France, Spain, The Netherlands, Sweden and Germany. The Company will assume control of the distribution of its products in Japan in late 1998 and recently opened 15 retail store/department store counters

in South Korea. Although the Company has made significant progress in its international expansion efforts over the last several years, substantial opportunity for growth exists. Net sales outside North America have increased from $9.0 million in 1993 to $26.3 million in 1996, but still represented only 8.8% of the Company's total net sales in 1996.

Develop Existing Merchandise Categories. The Company intends to realize growth by further developing existing product categories, such as sportswear and rugged footwear, where there remains ample room for growth in market share. The Company's success in designing and marketing products has allowed Columbia to significantly broaden its assortment in existing categories. From 1993 through 1996, outerwear and sportswear sales increased 27.8% and 166.6%, respectively, in part as a result of new product introductions. Since it was introduced in 1993, net sales of the Company's rugged footwear have increased from $1.2 million to $12.5 million in 1996. The Company believes opportunities exist for continued rapid growth in sales of rugged footwear as distribution is expanded to sporting goods and specialty outdoor stores that carry the Company's outerwear and sportswear categories.

Selectively Broaden Retail Distribution. The Company believes that over the longer term significant opportunities exist to increase sales of its products to department stores and footwear specialty shops. Although sales to department stores accounted for less than 14% of the Company's U.S. net sales in 1996, the Company believes this percentage will rise because department store retailers often prefer to purchase products from vendors that can offer complete head-to-toe product lines.

Industry Overview

Between 1991 and 1996 the U.S. retail market for outdoor apparel grew 18.0% to $10.4 billion from $8.8 billion. The increased sales of outdoor apparel has resulted, in large part, from the growth in the popularity of outdoor activities. For example, according to the National Sporting Goods Association, between 1994 and 1996 the number of people who participated in snowboarding increased 76%, climbing 39%, in-line skating 31%, mountain biking 27% and backpacking 17%. The growth in the popularity of outdoor activities has also spurred an increase in sales of active outdoor apparel to consumers who do not participate in these activities. The global trend toward casual dressing both in and out of the workplace has also contributed to the increase in sales of active outdoor apparel.

Sales of sportswear and rugged footwear have also increased in recent years. From 1995 to 1996 sales of sportswear and rugged footwear in the United States increased 6.6% and 4.3%, respectively. The Company believes the growth in the sportswear market is fueled by a number of factors, including increasing popularity of casual dressing worldwide, global interest in sports and active lifestyles, consumer interest in brands, as well as innovative product design, increased

marketing and promotion expenditures and larger and more attractive retail formats. The Company expects the growth in the rugged footwear market to continue as the number of products designed to suit a greater variety of outdoor activities and conditions proliferates.

Products

The Company offers a broad range of durable and functional outdoor apparel that represents exceptional value to the consumer. The Company's products are grouped into four broad categories -- outerwear, sportswear, rugged footwear and related accessories -- and are sold as casual wear as well as for use in a wide range of outdoor activities, including skiing, snowboarding, hunting, fishing, hiking and golf.

The Company believes its Columbia brand represents a differentiated active, outdoor, authentic, value-oriented and distinctly American image and designs its products to reinforce this image. In both the design and production phases, the Company focuses its efforts on the development of popular, higher volume products at moderate price points. The Company's merchandise is durable and functional, incorporating useful technical details such as pockets that double as vents, double storm flaps over zippers and "gutters" that facilitate water run-off. The Company's attention to technical details derives from Columbia's long experience producing specialized hunting and fishing apparel and contributes to the authenticity and functionality of Columbia's entire selection of merchandise. In the manufacture of its apparel, the Company uses special technical materials that possess functionality similar to branded materials, but are produced at a lower cost, thereby enhancing the price-value equation.

The charts below set forth net sales information by product category.

Net Sales by Product Category

[PIE CHART: 1993

Outerwear 79.7%
Sportswear 14.8%
Accessories 4.9%
Rugged Footwear 0.6%

Total Sales = $192 Million]

[PIE CHART: 1996

Outerwear 65.5%
Sportswear 25.3%
Accessories 5.0%
Rugged Footwear 4.2%

Total Sales = $299 Million]

Outerwear

Outerwear is the Company's most established product category. Although sales of outerwear drive the Company's business, outerwear sales as a percentage of the Company's net sales are likely to continue to decrease as Columbia develops the markets for its growing sportswear and rugged footwear categories. The Company intends to use its leading U.S. market position and extensive experience in outerwear as a foundation upon which to grow its international business. The Company's growth strategy primarily involves expanding the category in international markets, improving the productivity of its existing customers and increasing outerwear sales to more department store retailers over the longer term.

The Company's outerwear is designed to protect the wearer from inclement weather in everyday use and in a variety of outdoor activities, including skiing, snowboarding, hiking, hunting and fishing. Many of the Company's jackets incorporate Columbia's revolutionary Interchange System, which was introduced in 1983 and features a 3- or 4-jackets-in-1 design. Jackets incorporating the Interchange System typically combine a durable, nylon outershell with a removable, zip-out liner. The outershell and the liner may be worn separately or together. This layered ensemble provides the wearer with a jacket for all seasons and weather conditions at a reasonable price.

Skiwear. The Company's skiwear line is the best selling brand of skiwear in the United States. The Company's skiwear products include parkas, vests, ski pants, ski suits, pullovers and sweaters. Many of the Company's ski parkas feature the Interchange System. The Bugaboo Parka, which was an early Columbia skiwear product incorporating the Interchange System, has been the Company's best selling ski parka for over a decade. Columbia's attention to detail and commitment to technical and useful features contribute to products with a distinctive and differentiated look and feel.

Snowboard Apparel. Columbia's Convert brand is the second best selling brand of snowboard apparel in the United States. The Convert line includes parkas, vests, snowboard pants, pullovers and shirts. Columbia was one of the first major outdoor apparel companies to identify and react to the rapid emergence of snowboarding as a popular sport. Demonstrating its ability to move quickly to capture a significant share of a growth niche, Columbia achieved rapid consumer acceptance as net sales of its snowboard apparel increased to $7.9 million in 1996 from its introduction in 1994.

Hunting and Fishing Apparel. Hunting and fishing products constitute one of the Company's oldest product lines and include apparel for the serious sportsman engaged in a variety of outdoor activities, including waterfowl hunting, upland hunting, big game hunting and fishing. Products include parkas, shells, vests, liners, bib pants and rain suits. All of these products incorporate a variety of specific-purpose, tailored features that enhance Columbia's reputation as a producer of outerwear. Examples of Columbia's attention to detail include shell loops and Ethefoam fly patches, terrain and seasonal camouflage patterns, recoil cushioned shoulders and Silent Rain cloth for noise-proof movement.

Youth Outerwear. The Company's youth line of products includes ski parkas, vests, snow pants, snow suits and pullovers. The youth product line benefits from the Company's expertise in its adult lines and enables a Columbia customer to outfit the entire family in dependable outerwear at a reasonable price.

Sportswear

The Company believes the global market for sportswear is significantly larger than the global market for outerwear, and the continued development of this market represents a substantial opportunity for the Company. Beginning in the latter part of 1993, the Company targeted sportswear as a growth opportunity. Building on a foundation of authentic fishing and hunting shirts, the Company rapidly expanded its sportswear product offering, resulting in sportswear sales increasing as a percentage of the Company's net sales from 14.8% for 1993 to 25.3% for 1996. The Company believes sportswear sales as a percentage of the Company's net sales are likely to continue to increase.

The majority of the Company's sportswear sales are to sporting goods and specialty outdoor stores. Department stores, which represent a substantially larger portion of sportswear distribution, accounted for only 12% of the Company's net sales for 1996. The Company's

growth strategy for sportswear sales consists of increasing productivity of existing customers, improving merchandising at the store level (including opening additional concept shops and installing brand enhancement systems), expanding distribution to department stores and enhancing the product offerings to take advantage of apparel trends.

The Company's sportswear products consist of durable, functional, value-priced, authentic, active outdoor apparel that appeals both to the serious outdoorsman and the more casual wearer who wants to project an outdoor image. Sportswear products are designed to be sold alongside the Company's outerwear and rugged footwear products as part of a unified "head-to-toe" outfitting concept. In particular, fleece and pile products are merchandised to provide a bridge to the outerwear products.

Outdoor Sportswear. The Company's outdoor sportswear is designed to meet the recreation needs of walkers, hikers, campers, mountain bikers, fishermen, hunters and the general outdoor enthusiast. Authentic design and affordable prices also make the Company's sportswear products attractive to active outdoor apparel consumers who purchase these products for casual wear. The outdoor sportswear product line consists primarily of jeans, chinos, hiking shorts, water sport trunks, knit shirts, woven shirts, sweats, sweaters and fleece and pile products.

Golf Apparel. Introduced in 1997, the Company's golf line includes shorts, pants, polo shirts, fleece products, windshirts and rainwear designed specifically for the needs of golfers. The Company's golf line is differentiated from competitors by its focus on golf as an outdoor activity that requires specific fabrics and features to enhance performance.

GRT. The Company's GRT line of active outdoor performance apparel consists of pants, shirts, shorts, vests, polo shirts, tee shirts, tank shirts and lightweight jackets designed specifically for training, trekking and adventure travel. Many of the items in the line incorporate the Company's Omni-Dry system of moisture management.

Rugged Footwear

The Company's newest product category, rugged footwear, was introduced in 1993. The success of the introduction demonstrates Columbia's ability to expand its head-to-toe merchandising assortment and to leverage its reputation as a provider of durable, comfortable outdoor apparel, enabling consumers to broaden their purchases of Columbia branded apparel. Rugged footwear as a percentage of the Company's net sales has increased from 0.6% in 1993 to 4.2% in 1996. The Company believes the market for rugged footwear remains a substantial growth opportunity. The Company expects sales of its rugged footwear will be driven primarily by the design and development of new footwear and by expanding the distribution of rugged footwear within existing U.S. and international distribution channels, such as sporting goods stores, outdoor specialty and footwear retailers and department stores.

The Company's rugged footwear category consists primarily of active all-weather and performance outdoor products. Many of the Company's footwear

styles feature innovative technical designs that incorporate
waterproof/breathable constructions, thermal insulation, advanced cushioning systems and high abrasion, slip-resistant outsoles. Several styles are offered within each of the following classifications: All-Weather, Active Outdoor, Performance Outdoor and Classic Columbia Comfort.

Accessories

The Company also produces and sells hats, caps, scarves, gloves, mittens and headbands to complement its outerwear and sportswear lines.

Advertising, Marketing and Promotion

The Company's creative and award-winning print and broadcast advertising campaigns have built brand awareness and have helped to highlight the strengths of Columbia's products among consumers. The humorous advertisements, which have received 18 awards in the past seven years, feature Chairman Gertrude Boyle as an overbearing taskmaster--"one tough mother"--who demands high quality standards for Columbia products. The advertisements, which often include witty dialogue between "Mother Boyle" and her son Tim, Columbia's President, remind consumers of the Company's long history of providing authentic outdoor apparel with exceptional value and help to create a distinctly American brand. The Company's advertising appears in a wide variety of print and broadcast media, ranging from GQ, Rolling Stone, Ski (Germany), Be-Pal (Japan) and Desnival (Spain) to The David Letterman Show, ESPN and MTV. The Company has also sponsored several high profile sporting events, including three America's Cups, the Eco Challenge, the Albuquerque International Balloon Fiesta and the Paris-Dakkar Rally.

Business Process

From the time of purchasing through production, distribution and delivery, the Company manages its inventory to reduce risk. Because the Company's products are not based primarily on fashion and because Columbia undertakes extensive analysis to ensure that its products are what consumers desire, the Company believes its inventory risk is not as great as that of some of its competitors. A new state-of-the-art inventory management information system, expected to be fully operational in late 1998, should further enhance the Company's ability to manage its inventory.

The Company encourages early purchases by its customers to promote inventory management. To achieve this goal, the Company offers a select assortment of its products to its entire roster of customers approximately one to two months before most competing lines are introduced. Discounts are available for customers who place early orders. In addition, the Company provides its customers with staggered delivery times through the spring and fall seasons, which also permits the Company and its customers to manage inventory effectively and thereby diminish the likelihood of closeout sales.

The following charts depict the purchasing, order and delivery cycles for the Company's spring 1997 and fall 1997 merchandise. (For example, as of May 1997 the Company had placed orders for its fall 1997 season with its independent manufacturers for 98% of its product needs, had already received orders from its customers for 98% of the planned production and had shipped 9% of its products.) There is no assurance that future purchasing, order and delivery cycles will be similar to those illustrated below.

[Graph showing purchasing, order and delivery cycles for spring 1997 merchandise, with percentage of (i) purchases increasing from 1% at March 15, 1996 to 100% at February 15, 1997, (ii) orders increasing from 1% at June 15, 1996 to 100% at May 15, 1997 and (iii) delivery and invoicing increasing from 1% at November 15, 1996 to 99% at August 15, 1997. Specific monthly percentages are as follows:

Date	Purchasing	Orders	Delivery and Invoicing
Mar. 15, 1996	1%		
Apr. 15, 1996	2%		
May 15, 1996	4%		
Jun. 15, 1996	7%	1%	
Jul. 15, 1996	27%	26%	
Aug. 15, 1996	55%	56%	
Sep. 15, 1996	83%	78%	
Oct. 15, 1996	95%	96%	
Nov. 15, 1996	96%	100%	1%

Dec. 15, 1996	97%	100%	5%
Jan. 15, 1997	99%	101%	23%
Feb. 15, 1997	100%	102%	48%
Mar. 15, 1997		103%	75%
Apr. 15, 1997		104%	89%
May 15, 1997		100%	96%
Jun. 15, 1997		100%	97%
Jul. 15, 1997			98%
Aug. 15, 1997			99%
Sep. 15, 1997			99%]

[Graph showing purchasing, order and delivery cycles for fall 1997 merchandise, with percentage of (i) purchases increasing from 1% at August 15, 1996 to 100% at June 15, 1997, (ii) orders increasing from 0% at November 15, 1996 to 100% at September 15, 1997 and (iii) delivery and invoicing increasing from 3% at April 15, 1997 to 99% at December 15, 1997. Specific monthly percentages are as follows:

Date	Purchasing	Orders	Delivery and Invoicing
Aug. 15, 1996	1%		
Sep. 15, 1996	3%		
Oct. 15, 1996	8%		
Nov. 15, 1996	20%	0%	
Dec. 15, 1996	35%	5%	
Jan. 15, 1997	57%	64%	
Feb. 15, 1997	76%	79%	
Mar. 15, 1997	89%	87%	
Apr. 15, 1997	96%	96%	3%
May 15, 1996	98%	98%	9%
Jun. 15, 1997	100%	99%	16%
Jul. 15, 1997	100%	99%	31%
Aug. 15, 1997		99%	49%
Sep. 15, 1997		100%	70%
Oct. 15, 1997		100%	83%
Nov. 15, 1997			96%
Dec. 15, 1997			99%]

The Company attempts to mitigate its inventory risk in part by matching purchases of inventory to the receipt of customer orders, as illustrated by the charts above. By avoiding significant inventory build-ups in anticipation of orders not yet received, the Company believes it is able to reduce the risk of overcommitting to inventory purchases. Because customer orders can be canceled up to 45 days prior to shipment, however, this strategy does not eliminate inventory risk in the event of significant cancellations of customer orders.

Product Design

All Columbia merchandise is designed and developed in-house by experienced merchandising and design teams. Working closely with internal sales and production teams as well as with retailers and consumers, the Company's merchandising and design teams can mitigate the risks of fashion swings by developing superior products that are tailored specifically to meet consumer requirements. Because its products are designed for functionality and durability, the Company does not attempt to lead consumer preferences or differentiate its products based primarily on fashion. In fact, many new products are based on existing designs such as the Bugaboo Parka, a consistent best seller for more than a decade. By pursuing this strategy, the Company believes it can attract a wider, value-oriented consumer audience than its more technical or fashion-oriented competitors.

The Company uses several special materials, such as Omni-Tech and Bergundtal Cloth, in the design of its products, some of which were developed in collaboration with textile mills. Omni-Tech fabrics have micro-porous polyurethane coatings that provide a waterproof finish and breathability. Bergundtal Cloth, constructed with taslanized filament nylon in the horizontal direction and filament nylon in the vertical direction, has a water-repellent finish on its face and is coated with polyurethane on its back to provide added water resistance and wind protection. The Company's special materials substantially enhance the value of the Company's products without adding significant cost.

All designs are created by approximately 70 members of Columbia's product development team. Prototypes of the designed products are created in the Company's Hong Kong facility. Prototypes are reviewed by groups of retailers,

sales personnel and consumers for commercial acceptance. The design process requires approximately six to seven months from conceptualization until the product line is finalized. After the product line is finalized, costing and scheduling of manufacture of the product line at factories commences. This process requires approximately one and one-half months to complete. Pricing of the product line is then completed over the following two months, after which the Company's sales force receives samples. At approximately the same time, placement of orders for the product line commences, and the Company will purchase finished garments for the following four or five months. When the finished garments arrive for shipment to retailers, approximately 18 months will have passed since the initial conceptualization of the product line.

Sourcing and Manufacturing

Columbia's apparel is produced worldwide by independent manufacturers selected, monitored and coordinated by regional Columbia employees to assure conformity to strict quality standards. The Company believes the use of these independent manufacturers, whether producing products from materials provided by the Company or obtained directly by the manufacturer, increases the Company's production capacity and flexibility and reduces its costs.

Unlike many apparel companies, Columbia uses few independent agents in its sourcing activities. Rather, the Company maintains 10 sourcing and quality control offices in the Far East, in Hong Kong, Thailand, Taiwan, India, Sri Lanka, South Korea, China (three) and Malaysia, in each case staffed by Columbia employees and managed by personnel native to the region. At September 30, 1997, the Company employed a total of approximately 240 persons in these offices, including approximately 101 persons in its Hong Kong office. Personnel in these offices include those engaged in direct sourcing activities, such as specification and sample distribution, production capability certification, order placement, contract management and price and quantity negotiations, as well as communications with the U.S.-based design teams, sample preparation, quality control, quota and other import restriction monitoring, warehouse and shipment coordination and pattern making. Final pricing for all orders, however, is approved by personnel from the Company's U.S. headquarters. The Company believes the use of dedicated Columbia personnel rather than independent agents reduces its sourcing costs. Columbia personnel who are focused narrowly on the Company's interests are more responsive to the Company's needs than independent agents would be, and are more likely to build long-term relationships with key vendors. The relationships enhance the Company's access to raw materials and factory capacity at more favorable prices.

The Company's merchandise is produced by approximately 115 independent manufacturers worldwide. For 1997 product sales, approximately 94% (by dollar volume) of the Company's products were produced by independent manufacturers, and approximately 86% (by dollar volume) of the Company's products were produced outside the United States, principally in the Far East. Other than its facility for the production of fleece products and headware in Chaffee, Missouri, the Company does not operate any production facilities. The Company attempts to monitor its selection of independent factories to ensure that no one manufacturer or country is responsible for a disproportionate amount of the Company's merchandise. Six manufacturers engaged by the Company accounted for approximately 38.5% (by dollar volume) of the Company's total production for 1997 product sales. The primary production facilities of these manufacturers are located in Asia. No other manufacturer accounted for more than five percent of the Company's total production for 1997 product sales.

The Company believes the use of independent manufacturers, in conjunction with the use of Columbia sourcing personnel rather than agents, increases its production flexibility and capacity and allows it to maintain control over critical aspects of the sourcing process, while at the same time substantially reducing capital expenditures and avoiding the costs of managing a large production work force. There are no formal arrangements between the Company and any of its contractors or suppliers; however, the Company believes its relationships with its contractors and suppliers are excellent and that its long-term, reliable and cooperative relationships with many of its vendors provide it an advantage over many of its competitors.

The Company's quality control program is designed to ensure its products meet the Company's high quality standards. The Company monitors the quality of its fabrics and inspects prototypes of each product before production runs are commenced. The Company also performs random in-line quality control checks during and after production before the garments leave the

factory. Columbia quality control personnel visit most of their independent

manufacturers' facilities at least weekly. Final inspections occur when the garments are received in the Company's distribution centers. The Company employs a total of approximately 75 full-time quality control personnel in its 10 Far East sourcing and quality control offices, as well as additional inspectors at its warehouses in Portland, Oregon and at its one U.S. manufacturing facility. In addition, a staff of approximately 22 persons in the Company's headquarters facility oversees and coordinates global quality control standards and efforts. The Company believes its quality control program is an important and effective means of maintaining the quality and reputation of its products.

Production of apparel by independent manufacturers is accomplished through one of two principal arrangements. In the first, the supplier purchases the raw materials needed to produce the garment from sources approved by Columbia personnel, at prices and on terms negotiated by that independent supplier. Most of the Company's merchandise is manufactured under this arrangement. In the second, sometimes referred to as "cut, make, pack, and quota" and used principally for production in China, Columbia directly purchases the raw material, principally fabric, from suppliers, obtains or arranges for any necessary U.S. import quotas, and ships the materials in a "kit," together with patterns, samples, and most other necessary items, to the independent manufacturer that has been selected by Columbia to produce the finished garment. Prior to shipment, materials for the kits are stored and consolidated at the Company's Hong Kong warehouse. While this second arrangement advances the timing for inventory purchases and exposes the Company to certain additional risks before a garment is manufactured, the Company believes this arrangement further increases its manufacturing flexibility and frequently provides it with a cost advantage over other production methods. See "Risk Factors--Dependence Upon Independent Manufacturers."

While the Company has traditionally received a significant portion of its customers' orders prior to placement of its initial manufacturing orders, production orders must generally be placed with manufacturers before all of a season's orders are received by the Company from customers. Columbia, therefore, takes into account market trends and the early orders received from customers in placing its orders with suppliers. Many of these customer orders may change with respect to colors, sizes, allotments or assortments before delivery. The Company uses these orders and its experience to estimate production requirements to secure necessary fabrics and manufacturing capacity.

The Company's independent manufacturers sell finished products to the Company on an FOB basis and are at risk for the quality and timely delivery of the products. To date, substantially all of the Company's international production requirements have been financed with letters of credit rather than purchased under open credit terms. The suppliers are able to obtain payment under the letter of credit upon delivery of the merchandise to the freight consolidator chosen by the Company, together with a certificate from a Columbia quality control inspector, purchase order identification and, if necessary for the goods in question, a quota "visa." The Company believes payment to its suppliers under this arrangement, while increasing the Company's need for inventory financing, enhances its attractiveness to suppliers and improves

its ability to negotiate more favorable terms in other areas. See "Management's Discussion and Analysis of Financial Condition and Results of Operations--Liquidity and Capital Resources."

The Company transacts business on an order-by-order basis and does not maintain any long-term or exclusive commitments or arrangements to purchase from any vendor. The Company competes with other companies for the production capacity of independent manufacturers and import quota capacity. The Company believes it has good relationships with its vendors and there will be adequate sources to produce a sufficient supply of goods in a timely manner and on satisfactory economic terms in the future. Manufacturers' delivery dates are generally specified to ensure that products will be available in the Company's warehouses in a timely manner assuming shipment by ocean freight. Manufacturers are generally given a grace period after their scheduled delivery date to make goods available for shipment; they are often obligated to pay any increased costs resulting from the need to ship products by air as a result of delivery after this period. The Company has from time to time experienced difficulty in satisfying its raw material and finished goods requirements, and any such future difficulties could adversely affect the Company. See "Risk Factors--Dependence on Independent Manufacturers" and "--Dependence on Key Suppliers."

Sales and Distribution

The Company's products are sold to approximately 10,000 specialty and department store retailers in the United States, Canada, Asia, Europe, South

America, Australia and New Zealand. The Company believes continued growth will result from its focus on enhancing the productivity of existing retailers, expanding distribution in international markets and developing merchandise categories.

The Company plans to improve the productivity of its existing customers by expanding its concept shops worldwide and installing brand enhancement systems. Concept shops create an environment that is consistent with the Company's image and enables the retailer to display and stock a greater volume of the Company's products per square foot of retail space. Each concept shop requires an investment by the Company in display fixtures and other materials of about $15,000 and, typically, an increased inventory commitment by the retailer. These concept shops also encourage longer term commitment by the retailer to the Company's products and enhance consumer brand awareness. As of September 30, 1997, the Company had 164 concept shops worldwide and plans to double this number by the end of 1998. Smaller-scale brand enhancement systems, which include signage and fixtures that prominently display consolidated groupings of Columbia merchandise, offer benefits similar to concept shops. By the end of 1998, the Company expects to have installed 1,000 in-store brand enhancement systems.

The Company intends to continue to capitalize on its strong U.S. brand position and its worldwide brand recognition by targeting certain high opportunity markets for development or expansion. Having already achieved a significant share of the North American outerwear market, Columbia's strategy for its existing and new North American customer base is to

develop further sales of its sportswear and rugged footwear. In new markets in Europe and Asia, Columbia's strategy is to replicate its success in its core North American market by establishing relationships with retailers through its highly visible outerwear line. As Columbia's brand image and reputation strengthens through acceptance of its outerwear, it introduces its sportswear and rugged footwear lines into these new markets.

The Company believes that over the longer term significant opportunities exist to increase sales of its products to department stores and footwear specialty shops. The Company expects to expand its sales to these retailers, in part by attracting new customers and in part by expanding sales in existing retailers. In 1996, approximately 88% of the Company's net sales were to specialty stores and 12% were to department store retailers.

Net Sales by Region

[PIE CHART: 1993
United States 88.5%
Canada 6.8%
International 4.7%]

[PIE CHART: 1996
United States 82.1%
Canada 9.1%
International 8.8%]

North America

The Company sells its products to approximately 3,900 U.S. retailers and 1,100 Canadian retailers. Of these, J.C. Penney is the Company's largest customer, representing just over four percent of the Company's net sales in 1996. Not all of the Company's product lines are sold to each of its North American retailers.

The Company uses 25 independent sales agencies, which employ a total of approximately 80 sales representatives, to distribute its products in North America. Columbia operates nine outlet stores in North America: one each in Portland, Lake Oswego and Lincoln City, Oregon; Gilroy, California; Birch Run, Michigan; Medford, Minnesota; Kenosha, Wisconsin; Lancaster, Pennsylvania and Windsor, Ontario. The Company's outlet stores sell excess inventory in a

manner that does not adversely affect its retailers. Columbia also operates a free-standing flagship store in Portland, Oregon. This retail store is designed to create a distinctive "Columbia" environment and reinforces the active and outdoor image of the Columbia brand. In addition, the retail store provides the Company with the ability to test new marketing and merchandising techniques. The Company has also established 83 concept shops in retail stores in North America and plans to more than double this number in 1998.

The Company distributes most of its products to U.S. retailers from its 300,000 square foot Rivergate Distribution Center, which is located in Portland, Oregon. At this distribution facility, the Company's products are inspected,

sorted, packed and shipped. The Company is planning to enlarge its Rivergate Distribution Center by at least 240,000 square feet within the next two years. The Company also distributes a small portion of its products in the United States from a smaller facility adjacent to its Chaffee, Missouri manufacturing facility. The Company distributes its products in Canada from a 66,000 square foot warehouse in Strathroy, Ontario.

European Common Market

The Company sells its products to approximately 3,800 European retailers. The Company maintains a European sales and marketing office in Strasbourg, France and, with the exception of the United Kingdom, Switzerland and Greece, distributes its products in Europe from an independent logistics company based in The Netherlands. In the United Kingdom, Switzerland and Greece, the Company sells through independent distributors. The Company has approximately 22 concept shops in European retailers. Although the Company's marketing and sales efforts to date have been most successful in France, Spain, The Netherlands and Sweden, Columbia believes substantial opportunities exist in other countries such as Germany. Net sales of the Company's products in Europe have increased at a compound annual growth rate of 66.8% between 1993 and 1996.

Asia

The Company has distributed its products in Japan since the mid-1970s and sells its merchandise to approximately 1,000 Japanese retailers. In the fall of 1998, the Company will begin distributing its products directly in Japan, which the Company believes will create the opportunity for significant acceleration of sales in Japan. Based on its experience in Japan, the Company also believes the South Korean market represents another significant growth opportunity in Asia. In 1997 the Company began selling its products in South Korea through 15 retail locations. Sales and marketing efforts in Asia are directed from Tokyo and Seoul. The Company's products will be warehoused and shipped in Japan by an independent company based in Tokyo, and in South Korea from a warehouse near Seoul.

Other Countries

The Company sells its products to independent exclusive distributors, representing approximately 350 retailers, in Argentina, Australia, Chile, Czech Republic, Ecuador, Greece, Hungary, Ireland, Japan, New Zealand, Poland, Russia, Sweden (hunting and fishing products only), Switzerland and the United Kingdom. The Company expects to begin selling its products in 1998 to distributors representing retailers in Mexico, Norway and Turkey.

The Company plans to improve the productivity of its existing international distributors and, except for the anticipated expansion in 1998, does not intend to expand sales to additional countries. Over the longer term, the Company believes international sales to some of its existing countries could be made directly.

Intellectual Property

The Company owns trademarks for many of its products, including "Columbia," "Columbia Sportswear Company," "Convert," "Bugaboo," "Bugabootoo," "Silent Rain" and "Interchange." The Company's trademarks, many of which are registered or subject to pending applications in the United States and other nations, are for use on a variety of items of apparel. The Company believes that its reputation, built through years of providing high quality apparel at a good value for consumers and through its distinctive advertising, are linked in the minds of consumers with the Company's trademarks. The Company believes its trademarks are of great value and are instrumental to its ability to create and sustain demand for its products. The Company also places significant value on the overall appearance and image of its products. The Company's trade dress (the overall appearance and image of its products), as much as its trademarks, distinguishes Columbia's products in the marketplace. As the Company expands its markets it attempts to establish and protect its proprietary rights. From time to time the Company discovers products in the marketplace that are counterfeit reproductions, and the Company attempts to prevent or terminate such infringing activity. In the past the Company has successfully resolved conflicts over proprietary rights through legal action and negotiated settlements. Although the Company has not been materially inhibited from selling its products in connection with trademark or trade dress disputes, there is no assurance that significant obstacles will not arise as it expands its product line and geographic scope. See "Risk Factors--Dependence on Proprietary Rights."

Management Information System

The Company is committed to maintaining technically advanced systems that will help it achieve its overall growth strategy. The Company is replacing its current management information system with an enterprise system that integrates EDI and inventory management capabilities. This system, some aspects of which are already operational, is expected to be fully operational by late 1998. The new system updates current and historical net sales, inventory and merchandise planning on a daily basis. It also provides a stronger and more timely link between the Company and its customers, enhancing the Company's ability to monitor

its performance against historical and budgetary benchmarks, to manage inventory and labor costs as well as to make more informed purchasing decisions. The Company believes this system will also help to improve customer service and operating efficiency. The system is expected to serve the Company for at least the next five years.

Backlog

The Company generally receives the bulk of the orders for each of the fall and spring seasons a minimum of three months prior to the date the products are shipped to customers. The orders are cancelable by the customer up to 45 days prior to the date of shipment. At September 30, 1997, the Company's backlog was $170.5 million, compared to $116.6 million at September 30, 1996. To manage inventory risk, the Company estimates its production requirements conservatively and engages in certain other inventory management techniques. See "--Business Process." For a variety of reasons, including the timing of shipments, product mix of customer orders and the amount of in-season orders, backlog may not be a reliable measure of future sales for any succeeding period.

Competition

The active outerwear, sportswear and rugged footwear segments of the apparel industry are highly competitive. The Company encounters substantial competition in the active outerwear and sportswear business from, among others, The North Face, Inc., Marmot Mountain Ltd., Woolrich Woolen Mills, Inc., The Timberland Company ("Timberland"), Patagonia Corporation ("Patagonia") and Helly-Hansen A/S. In addition, the Company competes with major sport companies, such as Nike, Inc. ("Nike"), Adidas AG and Reebok International Ltd., and with fashion-oriented competitors, such as Polo Ralph Lauren Corporation, Nautica Enterprises, Inc. and Tommy Hilfiger Corporation. The Company's rugged footwear line competes with, among others, Timberland, Kaufman Footwear (a division of William H. Kaufman, Inc.), Nike ACG, Salomon S.A. and The Rockport Company. Many of these companies have global operations and compete with the Company in Europe and Asia. In Europe the Company also faces competition from such brands as Berghaus, Jack Wolfskin and Craft of Sweden, and in Asia the Company faces competition from such brands as Mont-Bell and Patagonia. In addition to name brand competitors, the Company also faces competition from its own retailer customers that manufacture and market clothing and footwear under their own labels. Some of the Company's competitors are substantially larger and have substantially greater financial, distribution, marketing and other resources than the Company. The Company believes the primary competitive factors in the market for activewear are functionality, durability, style, price and brand name, and that its product offerings are well positioned within the market. See "Risk Factors--Competition."

Government Regulation

Many of the Company's imports are subject to existing or potential duties, tariffs or quotas that may limit the quantity of certain types of goods which may be imported into the United States and other countries, including constraints imposed by bilateral textile agreements

between the United States and a number of foreign countries. These agreements, which have been negotiated bilaterally either under the framework established by the Arrangement Regarding International Trade in Textiles, known as the Multifiber Agreement, or other applicable statutes, impose quotas on the amounts and types of merchandise that may be imported into the United States from these countries. These agreements also allow the signatories to adjust the quantity of imports for categories of merchandise that, under the terms of the agreements, are not now subject to specific limits. The Company's imported products are also subject to United States customs duties, which are a material portion of the cost of the merchandise. The United States and the countries in which the Company's products are produced or sold may impose new quotas, duties, tariffs or other restrictions, or may adversely adjust prevailing quota, duty or tariff

levels, any of which could have a material adverse effect on the Company. See "Risk Factors--International Operations."

Employees

At September 30, 1997 the Company had 1,182 full-time employees. Of these employees, 811 were based in the United States, 62 in Canada, 23 in Europe and 286 in Asia. None of the Company's employees is represented by a labor union. The Company believes it maintains good employee relations.

Properties

The principal executive and administrative offices of the Company are located at 6600 North Baltimore, Portland, Oregon. The general location, use and approximate size of the Company's principal owned and leased properties are set forth below:

Location	Owned/Leased	Use	Approximate Square Feet
Portland, Oregon	Owned	Distribution Facility	300,000
Portland, Oregon	Leased	Headquarters Offices	172,000
Chaffee, Missouri	Leased	Manufacturing and Distribution Facility	75,000

MANAGEMENT

Directors and Executive Officers

The following table sets forth the executive officers, directors and certain key employees of the Company.

Name	Age	Position
Gertrude Boyle	73	Chairman of the Board
Timothy P. Boyle	48	President, [Chief Executive Officer,] Treasurer, Secretary and Director
Don Richard Santorufo	51	Executive Vice President and Chief Operating Officer
Patrick D. Anderson	40	Chief Financial Officer
Carl K. Davis	49	Vice President and General Counsel
Terry J. Brown	55	Executive Planner and International Distributor Planner
Robert G. Masin	49	National Sales Manager
Grant D. Prentice	43	General Manager - Outerwear Merchandising
Michael R. Egeck	39	General Manager - Sportswear Merchandising
Rodney R. Gumringer	36	General Manager - Footwear Merchandising
Douglas R. Hamilton	45	Director of Operations - Canada and Europe; President and Chief Operating Officer - Columbia Sportswear Canada Limited
Sarah Bany	39	Director of Retail Stores and Director
Murrey R. Albers(1)(2)	56	Director
Edward S. George(1)(2)	60	Director
John Stanton(1)(2)	42	Director

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(1) Member of the Audit Committee.
(2) Member of the Compensation Committee.

Gertrude Boyle has served as Chairman of the Board of Directors since 1983. The Company was founded by her parents in 1938 and managed by her husband, Neal Boyle, from 1964 until his death in 1970. Ms. Boyle also served as the Company's President from 1970 to 1988.

Timothy P. Boyle joined the Company in 1971 as General Manager and has served as President and Chief Executive Officer since 1988. He has been a member of the Board of Directors since 1978. Mr. Boyle is also a member of the board of directors of Triad Machinery, a heavy equipment retailer. Mr. Boyle is Gertrude Boyle's son.

Don Richard Santorufo joined the Company in 1979 as Purchasing and Production Manager, and in 1984 he was promoted to Vice President, Manufacturing and oversaw the development of the Company's Asian manufacturing operations. He has served as Executive Vice President and Chief Operating Officer of the Company since January 1995. From 1975 to 1977 Mr. Santorufo was Production and Purchasing Manager for Alpine Designs, a Colorado skiwear manufacturer, and from 1977 to 1979 he was Production Manager for Jen-Cel-Lite Corporation, a Washington sleeping bag and insulation manufacturer.

Patrick D. Anderson joined the Company in June 1992 as Manager of Financial Reporting, became Corporate Controller in August 1993 and was appointed Chief Financial Officer of the Company in December 1996. From 1985 to 1992, Mr. Anderson was an accountant with Deloitte & Touche LLP.

Carl K. Davis joined the Company in October 1997 as Vice President and General Counsel. He was employed by Nike from 1981 to October 1997 where he served in a variety of capacities, most recently as Director of International Trade.

Terry J. Brown joined the Company in January 1983 as Planner and served as Executive Planner and International Distributor Manager since November 1995. Prior to joining the Company, Mr. Brown was Vice President and Chief Financial Officer of Agoil, Inc., an oil and gas exploration and development company, from 1978 to 1981, and as Planner for Jantzen Incorporated, an apparel company, from 1968 to 1978.

Robert G. Masin joined the Company in May 1989 as National Sales Manager. From 1976 to 1989 he worked for W.L. Gore and Associates, a polymer technology and manufacturing and service company. From 1982 to 1989 he was National Sales Manager of Gore's Fabric Division.

Grant D. Prentice joined the Company in May 1984 as General Manager of Outerwear Merchandising. From 1977 to 1984, Mr. Prentice worked as a sales representative for Gerry Outdoor Products, a skiwear company based in Colorado.

Michael R. Egeck has been General Manager - Sportswear Merchandising for the Company since August 1992. From 1983 to 1992, Mr. Egeck was with Seattle Pacific Industries, a sportswear apparel company where his most recent title was Director of Merchandising, Design and Sales Operations.

Rodney R. Gumringer joined the Company in December 1993 as General Manager - Footwear. From 1988 to 1993, Mr. Gumringer was Product Development Manager for the casual shoe division of Nike.

Douglas R. Hamilton became President and Chief Operating Officer of the Company's Canadian subsidiary in August 1992. In August 1995, he also became Director of Operations - Canada and Europe. From 1987 to 1992, Mr. Hamilton was a principal shareholder and

President of Canada-Trans Limited, a clothing distributor and silk screening company, which was acquired by the Company in 1992.

Sarah Bany joined the Company in 1979 and has held various positions since that time, most recently (since December 1988) as Director of Retail Stores. She became a director in December 1988. Ms. Bany is Gertrude Boyle's daughter.

Murrey R. Albers became a director of the Company in July 1993. Mr. Albers is President and Chief Executive Officer of United States Bakery, a bakery with operations in Oregon, Washington, Idaho, Montana and California. Mr. Albers, who has been in his current position since June 1985, joined United States Bakery as general manager of Franz Bakery in 1975.

Edward S. George became a director of the Company in April 1989. For 30 years, until his retirement, Mr. George worked in the banking industry and, since January 1991, has served as a financial consultant to Bell Enterprises.

John Stanton became a director of the Company in July 1997. Since 1994, Mr. Stanton has served as Chairman and Chief Executive Officer of Western Wireless Corporation, a publicly held company that operates cellular communications systems in 23 western states. Mr. Stanton was Chairman and Chief Executive Office of General Cellular Corporation, a predecessor and now subsidiary of Western Wireless Corporation, in 1992. He previously co-founded McCaw Cellular Communications, where he served as Chief Operating Officer from 1985 to 1988 and as Vice Chairman from 1988 to 1991. Mr. Stanton also serves as a director of other corporations, including Advanced Digital Information Corporation and

SmarTone.

Directors are elected at the annual shareholders meeting and hold office until the next annual shareholders meeting and until their successors are elected and qualified. Non-employee directors receive $3,000 for each meeting of the Company's Board of Directors attended and reimbursement of travel expenses. Officers are appointed by the Board of Directors and serve at its discretion.

The Company maintains an Audit Committee and a Compensation Committee. The Audit Committee oversees actions taken by the Company's independent auditors. The Compensation Committee reviews the compensation levels of the Company's executive officers and makes recommendations to the Board of Directors regarding compensation. The Compensation Committee also administers the Stock Incentive Plan. See "--Stock Incentive Plan."

In May 1993, Mr. Santorufo pled guilty to one count of falsely understating to the U.S. Customs Service the prices of certain merchandise imported by the Company. Mr. Santorufo paid the imposed fine and successfully completed probation.

Compensation Committee Interlocks and Insider Participation

In the last fiscal year there was no compensation committee of the Company's Board of Directors. Compensation decisions with respect to executive officers of the Company were made by Gertrude Boyle, Chairman of the Board, and Timothy P. Boyle, President and Chief Executive Officer.

Executive Compensation

Compensation Summary. The following table sets forth compensation information for the Chief Executive Officer and the four most highly compensated executive officers of the Company other than the Chief Executive Officer whose total annual compensation exceeded $100,000 in 1997 (collectively, the "Named Executive Officers").

Summary Compensation Table

<TABLE>
<CAPTION>

	Annual Compensation			Long Term Compensation Awards
	Salary	Bonus(1)	Other Annual Compensation	Securities Underlying Options
<S>	<C>	<C>	<C>	<C>
Gertrude Boyle, Chairman of the Board..........................	$153,920	----	$ 4,750 (3)	----
Timothy P. Boyle, President and Chief Executive Officer........	323,733	----	4,750 (3)	----
Don Richard Santorufo, Executive Vice President and Chief Operating Officer............	286,946	----	4,750 (3)	----
Grant D. Prentice, General Manager - Outerwear Merchandising......................	227,199	----	4,750 (3)	68,816
Robert G. Masin, National Sales Manager......................	213,370	----	4,750 (3)	34,408

</TABLE>

- --------------------

(1) Bonuses earned in 1997 will not be determined until early 1998.

(2) The Company expects that, after bonuses earned in 1997 are determined, Ms. Boyle will be deemed a Named Executive Officer.

(3) Represents amounts paid as a matching contribution to the Company's 401(k) Plan. Excludes a profit sharing contribution, which will be determined in 1998.

Options Granted in Last Fiscal Year. No stock options were granted to any Named Executive Officer during the year ended December 31, 1996.

The following table summarizes option grants to Named Executive Officers during the year ended December 31, 1997.

<TABLE>
<CAPTION>

Option Grants in 1997

	Individual Grants				Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term	
Name	Number of Securities Underlying Options Granted (#)	% of Total Options Granted to Employees in Fiscal Year	Exercise or Base Price ($/Sh)	Expiration Date	5% ($)	10% ($)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Gertrude Boyle	---	---	---	---	---	---
Timothy P. Boyle	---	---	---	---	---	---
Don Richard Santorufo	---	---	---	---	---	---
Grant D. Prentice	41,290	4.8%	$ 8.30	3/12/07	$215,947	$545,028
	27,527	3.2	13.03	11/14/07	225,997	570,359
Robert G. Masin	34,408	4.0	8.30	3/12/07	179,954	454,186

</TABLE>

Aggregate Option Exercises in Last Fiscal Year and Fiscal Year-End Option Values. No Named Executive Officer exercised stock options during the years ended December 31, 1997 or 1996. As of December 31, 1996 no stock options were held by any Named Executive Officer. The following table summarizes information with respect to option exercises and option values for the year ended December 31, 1997 for Named Executive Officers.

<TABLE>
<CAPTION>

Aggregated Option Exercises in 1997
and Year-End Option Values (1)

			Number of Securities Underlying Unexercised Options at Year-End (#)		Value of Unexercised In-the-Money Options at Year-End ($)	
Name	Shares Acquired on Exercise (#)	Value Realized ($)	Exercisable	Unexercisable	Exercisable	Unexercisable
<S>			<C>	<C>	<C>	<C>
Gertrude Boyle	---	---	---	---	---	---
Timothy P. Boyle	---	---	---	---	---	---
Don Richard Santorufo	---	---	---	---	---	---
Grant D. Prentice	---	---	0	68,817	$0	$330,871
Robert G. Masin	---	---	0	34,408	0	230,534

<FN>
(1) Options are "in-the-money" at the year-end if the fair market value of the underlying securities on such date exceeds the exercise price of the the options. The amounts set forth represent the difference between an assumed price to the public in the Offerings of $15 and the exercise price of the options, multiplied by the applicable number of option shares.
</FN>
</TABLE>

Limitation of Liability and Indemnification

The Company's Second Amended and Restated Articles of Incorporation (the "Articles") eliminate, to the fullest extent permitted by Oregon law, liability of a director to the Company or its shareholders for monetary damages for conduct as a director. Although liability for monetary damages has been eliminated, equitable remedies such as injunctive relief or rescission remain available. In addition, a director is not relieved of his or her responsibilities under any other law, including the federal securities laws.

The Company's Articles require the Company to indemnify its directors to the fullest extent not prohibited by law. The Company has also entered into indemnification agreements with each of the Company's directors. The Company believes that the limitation of liability provisions in its Articles and indemnification agreements may enhance the Company's ability to attract and retain qualified individuals to serve as directors.

Stock Incentive Plan

1997 Stock Incentive Plan. On March 12, 1997, the Board of Directors adopted, and the shareholders of the Company approved, the Stock Incentive Plan. The Stock Incentive Plan provides for the award of incentive stock options to employees and the award of nonqualified stock options, stock appreciation rights, bonus rights and other incentive grants to directors, employees, independent contractors, advisors and consultants. The Company has reserved 2,000,000 shares of Common Stock for issuance under the Stock Incentive Plan. At November 30, 1997, options to purchase 859,379 shares at a weighted average exercise price of $8.92 per share were outstanding under the Stock Incentive Plan.

The Stock Incentive Plan is administered by the Board of Directors, which has the authority, subject to the terms of the Stock Incentive Plan, to determine the persons to whom options or rights may be granted, the exercise price and number of shares subject to each option or right, the character of the grant, the time or times at which all or a portion of each option or right may be exercised and certain other provisions of each option or right.

The exercise price of incentive stock options must not be less than the fair market value of the Common Stock at the date of the grant or, in the case of incentive stock options issued to holders of more than 10% of the outstanding Common Stock, 110% of the fair market value. The maximum term of incentive stock options is 10 years, or five years in the case of 10% shareholders. The aggregate fair market value, on the date of the grant, of the Common Stock for which incentive stock options are exercisable for the first time by an employee during any calendar year may not exceed $100,000. Options are exercisable over a period of time in accordance with the terms of option agreements entered into at the time of grant. Generally, options become exercisable over a five-year period. Options granted under the Stock Incentive

Plan are generally nontransferable by the optionee and, unless otherwise determined by the Compensation Committee, must be exercised by the optionee during the period of the optionee's employment or service with the Company or within a specified period following termination thereof.

CERTAIN TRANSACTIONS

In December 1997 the Company acquired all of the outstanding capital stock of GTS, Inc. ("GTS") from Gertrude Boyle, Timothy P. Boyle and Sarah Bany. GTS holds a 21 percent interest in each of the Company's Canadian, French and German subsidiaries and a less than one percent interest in the Company's Korean subsidiary. GTS was formed because the Company, as an S corporation, was prohibited from owning 80 percent or more of the stock of another corporation. As a result of the transaction, all of the Company's subsidiaries are now wholly owned. The Company issued 65,480, 150,742 and 48,680 shares of Common Stock to Ms. Boyle, Mr. Boyle and Ms. Bany, respectively, in connection with this transaction.

The Company leases its corporate headquarters in Portland, Oregon from Ms. Boyle and leases [a warehouse] from Ms. Boyle and Mr. Boyle. Pursuant to written leases, the Company pays $76,800 annually to Ms. Boyle for use of the headquarters building and $56,100 annually to Ms. Boyle and Mr. Boyle for use of the warehouse. In 1996 and the nine months ended September 30, 1997, such lease payments totaled $132,900 and $99,675, respectively.

In December 1996 the Company entered into a Deferred Compensation Conversion Agreement with Don Richard Santorufo, Executive Vice President and Chief Operating Officer of the Company, providing for the conversion of deferred

compensation units granted under a prior agreement into an aggregate of 2,099,979 shares of the Company's Common Stock. Of those shares, 1,254,226 shares vested immediately, 389,248 shares vest ratably over three years commencing December 31, 1997, and 456,505 shares vest ratably over five years commencing December 31, 2000. The agreement provides the Company with a right to repurchase unvested shares if Mr. Santorufo's employment is terminated. In connection with the transaction, the Company loaned Mr. Santorufo approximately $5.7 million for payment of related income taxes, of which Mr. Santorufo is obligated to repay $3,818,316 on December 31, 2001 and $1,906,466 on April 15, 2002. These amounts bear interest at the rates of 6.31% and 6.49%, respectively. In addition, the Company agreed to make a loan for up to 50 percent of any additional tax liability that may be imposed on Mr. Santorufo with respect to the compensation received under the agreement as well as to pay a cash bonus to cover 50 percent of any such tax liability. The amount of this cash bonus will be increased to offset taxes owed by Mr. Santorufo as a result of such bonus. The agreement also provided for a cash bonus of $2,750,000 in consideration of past services and future bonuses in amounts equal to the accrued interest due and owing on Mr. Santorufo's loan from the Company, increased to offset taxes owed by Mr. Santorufo as the result of such bonuses. The bonuses are subject to Mr. Santorufo's agreement to assign certain proceeds and distributions on his shares to the Company as security for repayment of the loans. The agreement also grants Mr. Santorufo the right to require the Company to register certain of his shares of Common Stock for sale to the public in connection with the Offerings. Mr. Santorufo does not intend to exercise this right in connection with the Offerings.

In connection with the Offerings and the termination of the Company's S corporation tax status, the Company entered into a tax indemnification agreement with each of its shareholders

including Gertrude Boyle, Timothy P. Boyle, Sarah Bany, Don Richard Santorufo and certain trusts. The agreements provide that the Company will indemnify and hold harmless each of these shareholders for federal, state, local or foreign income tax liabilities, and costs relating thereto, resulting from any adjustment to the Company's income that are the result of an increase or change in character of the Company's income during the period it was treated as an S corporation. The agreements also provide that if there is a determination that the Company was not an S corporation prior to the Offerings, the shareholders will pay to the Company certain refunds actually received by them as a result of that determination.

In February 1996 the Company acquired its Rivergate facility from Mr. Boyle and Mr. Santorufo, assuming an outstanding loan with a principal amount of $3,230,069. Mr. Boyle and Mr. Santorufo had acquired the property from the Company and assumed the associated loan in June 1994 and subsequently leased it back to the Company.

Since January 1994 the Company's Canadian subsidiary has leased office and warehouse space from B.A.R.K. Holdings, Inc., a company owned by Douglas Hamilton, President and Chief Operating Officer of the Company's Canadian subsidiary and Director of Operations - Canada and Europe, and his wife. The Company pays basic rent (as defined in the lease) in the amount of C$83,400 per year under the lease, which terminates in December 2003. Mr. Hamilton, individually and as trustee for his wife, was a shareholder in the Canadian company acquired by Columbia in 1992. In the acquisition the Hamiltons received common stock in the new Columbia Canadian subsidiary, which was repurchased by the subsidiary in April 1996 for an aggregate of C$724,516.

PRINCIPAL SHAREHOLDERS

The following table sets forth certain information regarding the beneficial ownership, as of December 23, 1997 and as adjusted to reflect the sale of the Common Stock in the Offerings, of the Common Stock by (i) each person known by the Company to own beneficially more than five percent of the Common Stock, (ii) each director of the Company, (iii) each Named Executive Officer and (iv) all directors and executive officers as a group. Except as otherwise noted, the Company believes the persons listed below have sole investment and voting power with respect to the Common Stock owned by them.

<TABLE>
<CAPTION>

	Shares Beneficially	Percentage of Common Stock	
Name	Owned (1)	Before Offering	After Offering

- ----	------------------	---------------	--------------
<S>	<C>	<C>	<C>
Gertrude Boyle......................... 6600 North Baltimore Portland, Oregon 97203	4,704,380(2)	21.5%	16.5%
Timothy P. Boyle....................... 6600 North Baltimore Portland, Oregon 97203	11,413,552(3)	52.1%	39.9%
Don Richard Santorufo................. 6600 North Baltimore Portland, Oregon 97203	2,099,979	9.5%	7.3%
Grant D. Prentice......................	11,241(4)	*	*
Robert G. Masin........................	7,456(5)	*	*
Sarah Bany 6600 North Baltimore Portland, Oregon 97203	3,700,770(6)(7)	16.9%	12.9%
Murrey R. Albers.......................	1,119(8)	*	*
Edward S. George.......................	2,237(9)	*	*
John Stanton...........................	775(10)	*	*
All directors and executive officers as a group (15 persons)..............................	21,977,544(11)	100%	76.9%

</TABLE>

- ----------------

* Less than 1.0%

(1) Shares that the person has the right to acquire within 60 days after February 28, 1998 are deemed to be outstanding in calculating the percentage ownership of the person or group but are not deemed to be outstanding as to any other person or group.

(2) Includes 1,253,578 shares held in two grantor retained annuity trusts for which Ms. Boyle is the income beneficiary and Ms. Bany is the beneficiary of the remainder.

(3) Includes 144,514 shares held in trust, of which Mr. Boyle's wife is trustee, for the benefit of Mr. Boyle's children.

(4) Includes options to purchase 11,241 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 57,576 shares of Common Stock not exercisable within 60 days after February 28, 1998.

(5) Includes options to purchase 7,456 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 26,952 shares of Common Stock not exercisable within 60 days after February 28, 1998.

(6) Includes 137,632 shares held in trust, of which Ms. Bany's husband is trustee, for the benefit of Ms. Bany's children.

(7) Includes 767,187 shares held in two grantor retained annuity trusts for which Ms. Bany is the income beneficiary and Ms. Bany's husband and children are the beneficiaries of the remainder.

(8) Includes options to purchase 1,119 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 4,043 shares of Common Stock not exercisable within 60 days after February 28, 1998.

(9) Includes options to purchase 2,237 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 8,086 shares of Common Stock not exercisable within 60 days after February 28, 1998.

(10) Includes options to purchase 775 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 4,387 shares of Common Stock not exercisable within 60 days after February 28, 1998.

(11) Includes options to purchase 58,863 shares of Common Stock exercisable within 60 days after February 28, 1998. Excludes options to purchase 282,654 shares of Common Stock not exercisable within 60 days after February 28, 1998.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 50,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock.

Common Stock

As of December 23, 1997, 21,918,681 shares of Common Stock were outstanding, held of record by eight shareholders. After the Offerings, 28,585,348 shares will be outstanding. Concurrently with the completion of the Offerings, (i) each share of the Company's nonvoting Common Stock held by shareholders other than Gertrude Boyle will be exchanged for and converted into approximately 0.935 shares of the Company's voting Common Stock, and each share of the Company's nonvoting Common Stock held by Ms. Boyle will be exchanged for and converted into approximately 1.150 shares of the Company's voting Common Stock, and (ii) each converted share of the Company's voting Common Stock will be subsequently converted into 0.736 shares of Common Stock pursuant to a reverse stock split. The following description of rights assumes these conversions and reverse split.

Holders of Common Stock are entitled to receive dividends as may from time to time be declared by the Board of Directors of the Company out of funds legally available therefor. See "Dividend Policy and S Corporation Status." Holders of Common Stock are entitled to one vote per share on all matters on which the holders of Common Stock are entitled to vote and do not have any cumulative voting rights. Holders of Common Stock have no preemptive, conversion, redemption or sinking fund rights. In the event of a liquidation, dissolution or winding up of the Company, holders of Common Stock are entitled to share equally and ratably in the assets of the Company, if any, remaining after the payment of all liabilities of the Company and the liquidation preference of any outstanding class or series of Preferred Stock. The outstanding shares of Common Stock are, and the shares of Common Stock offered by the Company in the Offerings when issued will be, fully paid and nonassessable. The rights, preferences and privileges of holders of Common Stock are subject to any series of Preferred Stock that the Company may issue in the future, as described below.

Preferred Stock

The Board of Directors has the authority to issue Preferred Stock in one or more series and to fix the number of shares constituting any such series and the preferences, limitations and relative rights, including dividend rights, dividend rate, voting rights, terms of redemption, redemption price or prices, conversion rights and liquidation preferences of the shares constituting any series, without any further vote or action by the shareholders of the Company. The issuance of Preferred Stock by the Board of Directors could adversely affect the rights of holders of Common Stock.

The potential issuance of Preferred Stock may have the effect of delaying or preventing a change in control of the Company, may discourage bids for the Common Stock at a premium over the market price of the Common Stock and may adversely affect the market price of, and the voting and other rights of the holders of, Common Stock. The Company has no plans to issue shares of Preferred Stock.

Oregon Control Share and Business Combination Statutes

Upon completion of the Offerings, the Company will become subject to the Oregon Control Share Act (the "Control Share Act"). The Control Share Act generally provides that a person (the "Acquiror") who acquires voting stock of an Oregon corporation in a transaction (other than a transaction in which voting shares are acquired from the issuing public corporation) that results in the Acquiror holding more than 20%, 33 1/3% or 50% of the total voting power of the corporation (a "Control Share Acquisition") cannot vote the shares it acquires in the Control Share Acquisition ("control shares") unless voting rights are accorded to the control shares by (i) a majority of each voting group entitled to vote and (ii) the holders of a majority of the outstanding voting shares, excluding the control shares held by the Acquiror and shares held by the Company's officers and inside directors. The term "Acquiror" is broadly defined to include persons acting as a group.

The Acquiror may, but is not required to, submit to the Company a statement setting forth certain information about the Acquiror and its plans with respect to the Company. The statement may also request that the Company call a special meeting of shareholders to determine whether voting rights will be accorded to the control shares. If the Acquiror does not request a special meeting of

shareholders, the issue of voting rights of control shares will be considered at the next annual or special meeting of shareholders. If the Acquiror's control shares are accorded voting rights and represent a majority or more of all voting power, shareholders who do not vote in favor of voting rights for the control shares will have the right to receive the appraised "fair value" of their shares, which may not be less than the highest price paid per share by the Acquiror for the control shares.

Upon completion of the Offerings, the Company will become subject to certain provisions of the Oregon Business Corporation Act that govern business combinations between corporations and interested shareholders (the "Business Combination Act"). The Business Combination Act generally provides that if a person or entity acquires 15% or more of the outstanding voting stock of an Oregon corporation (an "Interested Shareholder"), the corporation and the Interested Shareholder, or any affiliated entity of the Interested Shareholder, may not engage in certain business combination transactions for three years following the date the person became an Interested Shareholder. Business combination transactions for this purpose include (a) a merger or plan of share exchange, (b) any sale, lease, mortgage or other disposition of 10% or more of the assets of the corporation and (c) certain transactions that result in the issuance or transfer of capital stock of the corporation to the Interested Shareholder. These restrictions do not apply if (i) the Interested Shareholder, as a result of the transaction in which such person became an Interested Shareholder, owns at least 85% of the outstanding voting stock of the corporation (disregarding shares owned by directors who are also officers and certain employee benefit plans), (ii) the board of directors approves the business combination or the transaction that resulted in the shareholder becoming an Interested Shareholder before the Interested Shareholder acquires 15% or more of the corporation's voting stock or (iii) the board of directors and the holders of at least two-thirds of the outstanding voting stock of the corporation (disregarding

shares owned by the Interested Shareholder) approve the business combination after the Interested Shareholder acquires 15% or more of the corporation's voting stock.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to the Offerings, there has not been any public market for the Common Stock. Future sales of substantial amounts of Common Stock in the public market, or the prospect of such sales, could adversely affect prevailing market prices.

Upon completion of the Offerings, 28,585,348 shares of Common Stock will be outstanding. Of these shares, the 6,666,667 shares sold in the Offerings will be freely tradeable without restriction under the Securities Act, unless purchased by an "affiliate" of the Company, as that term is defined in Rule 144. The remaining 21,918,681 shares outstanding after completion of the Offerings are "restricted securities" as defined in Rule 144 and may be sold in the public market only if registered under the Securities Act or if they qualify for an exemption from registration, including an exemption pursuant to Rule 144.

The Company, its directors and officers and the holders of all of the Company's outstanding Common Stock as of the date hereof have agreed that, during the period beginning from the date of this Prospectus (or earlier with the consent of the representatives of the Underwriters), and continuing to and including the date 180 days after the date of this Prospectus, they will not offer, sell, contract to sell or otherwise dispose of any shares of Common Stock (other than (i) pursuant to employee stock option plans existing, or on the conversion or exchange of convertible or exchangeable securities outstanding, on the date of this Prospectus, (ii) bona fide gifts to transferees who agree to be bound by a like restriction or (iii) private sales to persons who were shareholders prior to the closing of the Offerings) or any securities of the Company that are substantially similar to the shares of the Common Stock or which are convertible into or exchangeable for securities that are substantially similar to the shares of the Common Stock without the prior written consent of the representatives of the Underwriters, except for the shares of Common Stock offered in connection with the concurrent U.S. and international offerings. Upon expiration of these agreements, 21,072,927 of these shares will be eligible for immediate resale in the public market subject to the limitations of Rule 144.

In general under Rule 144, a person, including an "affiliate" of the Company, who has beneficially owned restricted shares for at least one year is entitled to sell within any three-month period a number of shares that does not exceed the greater of 1% of the then outstanding shares of Common Stock

(approximately 286,000 shares immediately following the Offerings) or the average weekly trading volume of the Common Stock during the four calendar weeks preceding such sale. Sales under Rule 144 are subject to certain manner of sale limitations, notice requirements and the availability of current public information about the Company. Rule 144(k) provides that a person who is not an "affiliate" of the issuer at any time during the three months preceding a sale and who has beneficially owned shares for at least two years is entitled to sell those shares at any time without compliance with the public information, volume limitation, manner of sale and notice provisions of Rule 144.

As of November 30, 1997, options to purchase 859,379 shares of Common Stock were outstanding under the Stock Incentive Plan. The Company intends to file as soon as practicable

following completion of the Offerings a registration statement on Form S-8 under the Securities Act covering shares of Common Stock reserved for issuance under the Stock Incentive Plan. Based on the number of options expected to be outstanding upon completion of the Offerings and shares reserved for issuance under the Stock Incentive Plan, the registration statement would cover 2,000,000 shares. See "Management - Stock Incentive Plan." The registration statement will become effective immediately upon filing, whereupon, subject to the satisfaction of applicable exercisability periods, Rule 144 volume limitations applicable to affiliates and, in certain cases, the agreements with the representatives of the Underwriters referred to above, shares of Common Stock to be issued upon exercise of outstanding options granted pursuant to the Stock Incentive Plan will be available for immediate resale in the open market.

VALIDITY OF THE ISSUANCE OF THE COMMON STOCK

The validity of the issuance of the Common Stock offered in the Offerings will be passed upon for the Company by Stoel Rives LLP, Portland, Oregon and for the Underwriters by Sullivan & Cromwell, Los Angeles, California.

EXPERTS

The Consolidated Financial Statements included in this Prospectus have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report appearing herein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

ADDITIONAL INFORMATION

The Company has filed with the Securities and Exchange Commission (the "Commission"), Washington, D.C. 20549, a Registration Statement on Form S-1 under the Securities Act with respect to the Common Stock offered in the Offerings. This Prospectus omits certain information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and the Common Stock offered in the Offerings, reference is made to such Registration Statement, exhibits and schedules. Statements contained in this Prospectus as to the contents of any contract or other document referred to are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference. The Registration Statement, including the exhibits and schedules filed therewith, may be inspected without charge at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the regional offices of the Commission located at Seven World Trade Center, Suite 1300, New York, New York 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such materials may be obtained from the Public Reference Section of the Commission, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates and from the Commission's Internet Web site at http://www.sec.gov.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	Page
Independent Auditors' Report..	F-2
Consolidated Balance Sheets at December 31, 1995 and 1996 and September 30, 1997 (unaudited)...	F-3
Consolidated Statements of Operations for the years ended December 31, 1994, 1995 and 1996 and for the nine months ended September 30, 1996 and 1997 (unaudited)...	F-5
Consolidated Statements of Shareholders' Equity for the years ended	

December 31, 1994, 1995 and 1996 and for the nine months ended
September 30, 1997 (unaudited).. F-6
Consolidated Statements of Cash Flows for the years ended December 31,
1994, 1995 and 1996 and for the nine months ended September 30,
1996 and 1997 (unaudited).. F-7
Notes to Consolidated Financial Statements................................ F-9

INDEPENDENT AUDITORS' REPORT

The Shareholders of Columbia Sportswear Company.:

We have audited the accompanying consolidated balance sheets of Columbia Sportswear Company as of December 31, 1995 and 1996, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the consolidated financial position of Columbia Sportswear Company and subsidiaries as of December 31, 1995 and 1996, and the consolidated results of their operations and their consolidated cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

DELOITTE & TOUCHE LLP

Portland, Oregon
April 10, 1997 (December 15, 1997 as to Notes 1 and 17)

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED BALANCE SHEETS
(In Thousands)

	December 31,		September 30,
	1995	1996	1997 (Unaudited)
<S>	<C>	<C>	<C>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	$ 1,288	$ 3,283	$ 5,058
Short-term investments	--	848	--
Accounts receivable, net of allowance of $2,369, $2,440, and $3,640, respectively	88,079	60,423	141,715
Inventories (Note 3)	48,404	34,638	69,249
Prepaid expenses and other	1,798	1,673	1,403
Total current assets	139,569	100,865	217,425
PROPERTY, PLANT, AND EQUIPMENT (Note 4)	21,271	28,197	32,337

INTANGIBLES AND OTHER ASSETS (Note 5)	1,461	6,905	9,307
TOTAL ASSETS	$162,301	$135,967	$259,069

</TABLE>

(Continued)

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED BALANCE SHEETS
(In Thousands)

	December 31,		September 30,
	1995	1996	1997 (Unaudited)
<S>	<C>	<C>	<C>
LIABILITIES AND SHAREHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Notes payable to bank (Note 7)	$ 51,412	$ 11,520	$ 77,478
Accounts payable	22,746	18,090	45,587
Accrued expenses (Note 6)	12,284	11,166	20,652
Current portion of long-term debt (Note 8)	1,250	160	160
Distribution payable to shareholders	4,151	132	74
Total current liabilities	91,843	41,068	143,951
LONG-TERM DEBT (Note 8)	--	2,963	2,862
COMMITMENTS AND CONTINGENCIES (Notes 7, 14, and 15)	--	--	--
SHAREHOLDERS' EQUITY:			
Common shares; 50,000 shares authorized; issued and outstanding 27,655, 30,687, and 30,687, respectively	2,163	17,886	17,886
Retained earnings	68,567	81,034	101,679
Foreign currency adjustments	(272)	(664)	(1,717)
Unearned portion of restricted stock issued for future services	--	(6,320)	(5,592)
Total shareholders' equity	70,458	91,936	112,256
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 162,301	$ 135,967	$ 259,069

</TABLE>

See notes to consolidated financial statements. (Concluded)

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED STATEMENTS OF OPERATIONS
(In Thousands, Except Per Share Amounts)

	For the Years Ended December 31,	For the Nine Months Ended September 30,

	1994	1995	1996	1996 (Unaudited)	1997
<S>	<C>	<C>	<C>	<C>	<C>
NET SALES	$256,426	$303,797	$298,988	$226,239	$258,355
COST OF SALES	148,940	182,971	176,859	135,626	144,571
Gross profit	107,486	120,826	122,129	90,613	113,784
SELLING, GENERAL, AND ADMINISTRATIVE	64,049	82,083	87,954	63,593	77,757
INCOME FROM OPERATIONS	43,437	38,743	34,175	27,020	36,027
OTHER EXPENSE:					
Interest expense, net	3,220	5,767	4,220	3,248	2,497
Other (Notes 13 and 15)	--	2,500	7,477	--	--
Total other expense	3,220	8,267	11,697	3,248	2,497
INCOME BEFORE PROVISION FOR INCOME TAXES	40,217	30,476	22,478	23,772	33,530
PROVISION FOR INCOME TAXES	1,893	1,750	1,468	1,463	1,730
NET INCOME	$ 38,324	$ 28,726	$ 21,010	$ 22,309	$ 31,800
PRO FORMA NET INCOME DATA:					
Income before provision for income taxes, as reported	$ 40,217	$ 30,476	$ 22,478	$ 23,772	$ 33,530
Pro forma provision for income taxes (Note 1)	16,087	12,190	8,991	9,509	13,412
PRO FORMA NET INCOME	$ 24,130	$ 18,286	$ 13,487	$ 14,263	$ 20,118
PRO FORMA NET INCOME PER SHARE (Note 1)			$ .47		$ .70
PRO FORMA WEIGHTED AVERAGE NUMBER OF COMMON AND COMMON EQUIVALENT SHARES OUTSTANDING			28,934		28,934

</TABLE>

See notes to consolidated financial statements.

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In Thousands)

	Common Stock Shares Outstanding	Common Stock Amount	Retained Earnings	Foreign Currency Translation Adjustment	Unearned portion of restricted stock issued for future services	Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCE, JANUARY 1, 1994	27,623	$ 2,061	$ 41,529	$ (196)	$ --	$ 43,394

Capital contribution	--	21	--	--	--	21
Distribution to shareholders	--	--	(19,623)	--	--	(19,623)
Net income	--	--	38,324	--	--	38,324
Foreign currency translation adjustment	--	--	--	(124)	--	(124)
	---------	---------	---------	---------	---------	---------
BALANCE, DECEMBER 31, 1994	27,623	2,082	60,230	(320)	--	61,992
Stock bonus	32	81	--	--	--	81
Distribution to shareholders	--	--	(20,389)	--	--	(20,389)
Net income	--	--	28,726	--	--	28,726
Foreign currency translation adjustment	--	--	--	48	--	48
	---------	---------	---------	---------	---------	---------
BALANCE, DECEMBER 31, 1995	27,655	2,163	68,567	(272)	--	70,458
Capital contribution	--	30	--	--	--	30
Issuance of common stock	3,032	15,693	--	--	(6,320)	9,373
Distribution to shareholders	--	--	(8,543)	--	--	(8,543)
Net income	--	--	21,010	--	--	21,010
Foreign currency translation adjustment	--	--	--	(392)	--	(392)
	---------	---------	---------	---------	---------	---------
BALANCE, DECEMBER 31, 1996	30,687	17,886	81,034	(664)	(6,320)	91,936
Distribution to shareholders (unaudited)	--	--	(11,155)	--	--	(11,155)
Net income (unaudited)	--	--	31,800	--	--	31,800
Foreign currency translation adjustment (unaudited)	--	--	--	(1,053)	--	(1,053)
Amortization of unearned compensation (unaudited)	--	--	--	--	728	728
	---------	---------	---------	---------	---------	---------
BALANCE, SEPTEMBER 30, 1997 (Unaudited)	30,687	17,886	$ 101,679	$ (1,717)	$ (5,592)	$ 112,256
	=========	=========	=========	=========	=========	=========

</TABLE>

See notes to consolidated financial statements.

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)
- ---

	For the Years Ended December 31,			For the Nine Months Ended September 30,	
	1994	1995	1996	1996 (Unaudited)	1997
<S>	<C>	<C>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net income	$ 38,324	$ 28,726	$ 21,010	$ 22,309	$ 31,800
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	3,086	5,048	6,419	4,689	5,238
Noncash compensation	--	81	5,655	680	727
Loss on disposal of equipment	321	36	155	98	1
Changes in operating assets and liabilities:					
Accounts receivable	(25,118)	(16,852)	26,340	(41,934)	(84,165)
Inventories	(24,576)	(4,912)	13,749	(636)	(34,709)
Prepaid expenses and other	(356)	(1,007)	(709)	(907)	248
Other assets	168	215	(5,585)	(270)	(2,702)
Accounts payable	16,071	(1,458)	(3,605)	14,610	29,974
Accrued expenses	2,645	1,970	3,385	5,918	9,299
	--------	--------	--------	--------	--------
Net cash provided by (used in) operating activities	10,565	11,847	66,814	4,557	(44,289)
	--------	--------	--------	--------	--------
CASH FLOW FROM INVESTING ACTIVITIES:					
Additions to property, plant, and equipment	(10,058)	(13,074)	(10,103)	(4,347)	(9,369)
Proceeds from sale of property, plant, and equipment	4,282	87	33	8	49

Purchase of short-term certificates of deposit	--	--	(855)	--	--
Maturity of short-term investments	--	--	--	--	815
	--------	--------	--------	--------	--------
Net cash used in investing activities	(5,776)	(12,987)	(10,925)	(4,339)	(8,505)
	--------	--------	--------	--------	--------
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net borrowings (repayments) on notes payable to bank	18,744	27,615	(39,876)	15,594	66,018
Repayments on long-term debt	(2,250)	(2,500)	(1,250)	(1,250)	(100)
Repayment of note payable to shareholder	(252)	--	--	--	--
Distributions to shareholders	(19,390)	(24,527)	(12,562)	(10,901)	(11,211)
Capital contribution from shareholders	21	--	30	--	--
Payments on acquisition note	(408)	--	--	--	--
	--------	--------	--------	--------	--------
Net cash provided by (used in) financing activities	(3,535)	588	(53,658)	3,443	54,707
	--------	--------	--------	--------	--------
NET EFFECT OF EXCHANGE RATE CHANGES ON CASH	3	(40)	(236)	(196)	(138)
	--------	--------	--------	--------	--------
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,257	(592)	1,995	3,465	1,775
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	623	1,880	1,288	1,288	3,283
	--------	--------	--------	--------	--------
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,880	$ 1,288	$ 3,283	$ 4,753	$ 5,058
	========	========	========	========	========

</TABLE>

(Continued)

<TABLE>
<CAPTION>
COLUMBIA SPORTSWEAR COMPANY

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)

- ---

	For the Years Ended December 31,			For the Nine Months Ended September 30,	
	1994	1995	1996	1996 (Unaudited)	1997
<S>	<C>	<C>	<C>	<C>	<C>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:					
Cash paid during the year for interest, net of capitalized interest	$ 3,088	$ 5,725	$ 4,419	$ 3,721	$ 2,404
State and foreign income taxes	1,538	1,887	2,765	1,628	1,203
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES:					
Property, plant, and equipment acquired through assumption of debt	$ --	$ --	$ 3,123	$ 3,123	$ --
Note receivable from sale of fixed assets	--	--	--	--	128

</TABLE>

See notes to consolidated financial statements. (Concluded)

COLUMBIA SPORTSWEAR COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

- ---

1. BASIS OF PRESENTATION AND ORGANIZATION

Nature of the Business - Columbia Sportswear Company (the "Company") is a global leader in the design, manufacture, marketing and distribution of active outdoor apparel throughout North America, Europe, Japan, and Korea. The Company owns a 79% subsidiary, Columbia Sportswear Canada Limited ("CSCL"), which distributes outerwear in Canada. GTS, Inc., a holding company, held a 21% interest in CSCL. GTS was wholly-owned by substantially the same shareholders of the Company and had total assets of $147,000 at December 31, 1996. On December 15, 1997, the Company and GTS were merged. This merger has been accounted for in a manner similar to a pooling of interest and, accordingly, the combined financial statements presented herein reflect the merged companies as if GTS had always been a subsidiary of the Company.

Unaudited Interim Information - The financial information with respect to the nine-month periods ended September 30, 1996 and 1997 is unaudited. In the opinion of management, such information contains all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results of such periods. The results of operations for those periods are not necessarily indicative of the results to be expected for the full year.

Pro Forma Adjustments - Upon completion of the contemplated initial public offering of common stock and the merger with GTS, the Company and GTS will be subject to federal and state income taxes from the effective date of the sale of common stock by the Company. The pro forma consolidated statement of operations income data for each of the three years in the period ended December 31, 1996 and the nine-month periods ended September 30, 1996 and 1997 reflects adjustments for income taxes based upon income before provision for income taxes as if the Company had been subject to additional federal and state income taxes based upon a pro forma effective tax rate of 40%. In addition, the Company will be required to provide a deferred tax asset for cumulative temporary differences between financial statement and income tax basis of the Company's assets and liabilities by recording a benefit for such deferred tax assets in its combined statement of operations for the period following the effective date of the offerings. Such deferred tax assets will be based on the cumulative temporary difference upon the conversion from an S corporation to a C corporation at the effective date of the sale of the common stock by the Company. The net difference between the financial statement and income tax basis of the Company's assets and liabilities is approximately $6,827,000 at December 31, 1996.

Pro Forma Net Income Per Share - Pro forma net income per share is based on the weighted average number of shares of common stock outstanding and dilutive common equivalent shares from stock options (using the treasury stock method). The shares outstanding for all periods give effect to the 400-for-1 split as well as the following pro forma adjustments:

- --

<TABLE>
<CAPTION>

	Year Ended December 31, 1996	Nine Months Ended September 30, 1997
<S>	<C>	<C>
Average shares outstanding		
Voting	2,764,748	2,764,748
Nonvoting	27,922,823	27,922,823
	30,687,571	30,687,571
Effect of converting nonvoting shares to voting shares (1)	(906,759)	(906,759)
Common stock equivalent	473,404	473,404
	30,254,216	30,254,216
Reverse stock split (2)	(7,987,113)	(7,987,113)
Shares issued to pay AAA account	22,267,103	22,267,103
Pro forma average shares	6,666,667	6,666,667

----------	----------
28,933,770	28,933,770
==========	==========

- --------------------
<FN>
(1) Amounts reflect the reduction of shares as a result of the conversion of nonvoting shares to voting shares which is planned to occur prior to consummation of the planned offering of common stock by the Company.

(2) Reverse stock split of 0.736 shares for one share expected to occur prior to consummation of the planned offering of common stock by the Company.
</FN>
</TABLE>

Common and common equivalent shares issued during the 12-month period prior to the proposed offering have been included in the calculation using the treasury stock method as if they were outstanding for all periods presented with an offering price equivalent to $15 per share.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation - The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts have been eliminated.

Short-Term Investments - Amounts consist of monies invested in certificates of deposit with original maturities greater than three months.

Inventories are carried at the lower of cost or market. Cost is determined using the first-in, first-out method.

Property, Plant, and Equipment - Property, plant, and equipment are stated at cost. Depreciation of equipment and amortization of leasehold improvements is provided using the straight-line method over the estimated useful lives of the assets, ranging from 3 to 10 years. Buildings are depreciated using the straight-line method over 30 years.

Intangibles - Goodwill is being amortized on a straight-line basis over eight years.

Common Stock - In 1996, the Company's Board of Directors declared a 400-for-1 stock split of its common stock. All per share information in the accompanying consolidated financial statements has been retroactively adjusted to reflect this stock split.

Taxes on Income - Shareholders of the Company have elected to have the Company be treated as an S corporation under provisions of the Internal Revenue Code of 1986. Accordingly, payment of federal and state taxes on income is the responsibility of the shareholders rather than the Company. The Company and its Board of Directors have declared distributions to shareholders in amounts approximately equal to the

shareholders' federal and state tax liability on the earnings of the Company. In the states of California and New York, the Company has elected C corporation status and is subject to those states' income taxes. CSCL is subject to federal and provincial income tax in Canada. The provision for income taxes differs from the amounts computed by applying the statutory federal income tax rate to income before income taxes since the Company's income is not subject to federal and certain state income taxes.

Foreign Currency Translation - The assets and liabilities of the Company's foreign subsidiaries have been translated into U.S. dollars using the exchange rates in effect at period end, and the revenues and expenses have been translated into U.S. dollars using the average exchange rates in effect during the period. Adjustments resulting from translation adjustments are included as a separate component of stockholders' equity.

Product Warranty - Substantially all of the Company's products carry lifetime warranty provisions for defects in quality and workmanship. The Company's estimated liability for future warranty claims related to past sales at December 31, 1995 and 1996 is approximately $2,024,000 and

$2,699,000, respectively, and is recorded in accrued expenses. Warranty expense was approximately $718,000, $2,738,000, and $2,848,000 for the years ended December 31, 1994, 1995, and 1996, respectively.

Statement of Cash Flows - For purposes of the statement of cash flows, cash and cash equivalents includes cash on hand, amounts in demand deposit accounts, and pooled investment funds with original maturities of three months or less.

Adoption of Accounting Pronouncements - The Company adopted Statement of Financial Accounting Standards ("SFAS") No. 121, Accounting for the Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed of, for the year ended December 31, 1996. SFAS No. 121 establishes recognition and measurement criteria for losses whenever events or changes in circumstances indicate the carrying value of assets may not be recoverable on an undiscounted cash flow basis. There was no effect on the Company's combined financial statements as a result of the adoption of SFAS No. 121.

In October 1995, the FASB issued SFAS No. 123, Accounting for Stock-Based Compensation. This statement is effective in fiscal 1997 with the establishment of the Stock Incentive Plan (see Note 10). The Company intends to adopt the disclosure provisions of SFAS No. 123 and account for stock-based compensation in accordance with Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees, which recognizes compensation cost based on the intrinsic value of the equity instrument awarded.

In February 1997, the FASB issued SFAS No. 128, Earnings Per Share, which will be effective for the Company upon completion of the public offering. This statement establishes standards for computing and presenting earnings per share ("EPS") and applies to entities with publicly held common stock or potential common stock. It replaces the presentation of primary EPS with a presentation of basis EPS and requires the dual presentation of basic and diluted EPS on the face of the income statement. This statement requires restatement of all prior period EPS data presented.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

3. INVENTORIES

Inventories as of December 31, 1995 and 1996 and September 30, 1997 (unaudited) consist of the following (in thousands):

<TABLE>
<CAPTION>

<S>	1995 <C>	1996 <C>	1997 <C>
Raw materials	$ 5,540	$ 4,020	$ 4,608
Work-in-process	5,084	5,936	5,499
Finished goods	37,780	24,682	59,142
Total	$48,404	$34,638	$69,249

</TABLE>

4. PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment as of December 31, 1995 and 1996 consist of the following (in thousands):

	1995	1996
Land	$ 225	$ 1,359

Buildings	4,569	12,330
Machinery and equipment	19,621	20,488
Furniture and fixtures	3,736	4,432
Leasehold improvements	4,012	5,062
Automobiles	362	438
	-------	-------
Subtotal	32,525	44,109
Less accumulated depreciation and amortization	11,254	15,912
	-------	-------
Total	$21,271	$28,197
	=======	=======

5. INTANGIBLES AND OTHER ASSETS

Other assets as of December 31, 1995 and 1996 consist of the following (in thousands):

	1995	1996
Note receivable from shareholder	$ --	$3,818
Goodwill	1,402	1,099
Other	59	1,988
	------	------
Total	$1,461	$6,905
	======	======

The note receivable from shareholder matures December 31, 2001 and bears interest at the federal rate under the Internal Revenue Code of 1986 (6.31% at December 31, 1996).

6. ACCRUED EXPENSES

Accrued expenses as of December 31, 1995 and 1996 consist of the following (in thousands):

	1995	1996
Accrued bonuses	$ 2,746	$ 4,460
Accrued warranty reserve	2,024	2,698
Other	7,514	4,008
	-------	-------
Total	$12,284	$11,166
	=======	=======

7. NOTES PAYABLE TO BANK

The Company has available an unsecured operating line of credit providing for borrowings to a maximum of $70,000,000 during August 1, 1996 to December 15, 1996 and $50,000,000 at all other times. Interest, due monthly, is computed at the bank's prime rate minus 1.9% per annum, which was 6.35% at December 31, 1996. If the Company defaults on its payments, it is prohibited, subject to certain exceptions, from making dividend payments or other distributions. The balance outstanding was $24,797,000 and $6,250,000 at December 31, 1995 and 1996, respectively. The amended agreement also includes a fixed rate option based on the Eurodollar rate plus 75 basis points. The agreement extends to June 30, 1997 and the Company intends to extend the operating line another year.

The Company also has available an unsecured revolving line of credit of $25,000,000 with a $45,000,000 import line of credit to issue documentary letters of credit on a sight basis. The combined Limit under this agreement is $60,000,000. The revolving line accrues interest at the bank's prime rate minus 2% per annum. The revolving line also has a fixed rate option based on the bank's cost of funds plus 35 basis points. At December 31, 1995, the Company had borrowings of $20,000,000 under the fixed rate option at an average rate of 6.3% per annum. There was no balance outstanding on

this line as of December 31, 1996.

The Company is party to a Buying Agency Agreement with Nissho Iwai American Corporation and its Canadian affiliate ("Nissho") pursuant to which Nissho provides the Company an unsecured line of credit. This line of credit is used to finance the purchase of goods outside the U.S. which are produced by the Company's independent manufacturers worldwide. The available funds are limited to $120,000,000 with a sublimit of $70,000,000 on the import line of credit. Borrowings bear interest at a rate of .5% above the three month LIBOR rate. In addition, the Company is obligated to pay Nissho a commission of 1.5% of the FOB price of the goods purchased by Nissho in its capacity as buying agent. The agreement expires September 30, 1998 but will automatically renew for a five year term unless either party elects otherwise. The balance outstanding on the import line of credit was $12,961,000 and $11,664,000 at December 31, 1995 and 1996, respectively, and is included in accounts payable. At December 31, 1996, Columbia Sportswear had $42,453,000 of firm purchase orders placed under these financing arrangements.

- ---

CSCL has available a line of credit providing for borrowing to a maximum of $18,000,000 Canadian (US$13,138,000). Interest, due monthly, is computed at the Canadian prime lending rate, which was 4.75% at December 31, 1996. The credit facility also includes a bankers acceptances ("B/As") option at the bank's prime acceptance fee minus 50 basis points. B/As are issued in multiples of C$100,000 with a maturity of not less than 30 days and not more than 360 days. The facility is guaranteed by the Company. At December 31, 1996, the balance outstanding was C$720,000 and C$6,500,000 (US$525,000 and US$4,745,000) under the prime and B/A options, respectively and the B/A's average rate of interest was 3.06%. At December 31, 1995, C$9,034,000 (US$6,615,000) was outstanding under the prime option.

8. LONG-TERM DEBT

Long-term debt as of December 31, 1995 and 1996 consists of the following (in thousands):

<TABLE>
<CAPTION>

<S>	1995 <C>	1996 <C>
Senior notes payable, unsecured, interest at 10.75%, payable quarterly; principal payments due semi-annually, maturing June 1996	$ 1,250	$ -
Mortgage note payable	-	3,123
Less current portion	1,250	160
Total long-term debt	$ -	$2,963

</TABLE>

The senior notes were paid off at maturity in 1996. The Company assumed a mortgage in conjunction with the acquisition of a distribution center (Note 14). The loan matures in June 2009 and bears interest at 8.76%. Principal payments due on the mortgage note payable as of December 31, 1996 were as follows: $160,000 in 1997; $157,000 in 1998; $171,000 in 1999; $187,000 in 2000; $204,000 in 2001; and $2,244,000 thereafter.

9. SHAREHOLDERS' EQUITY

The Company is authorized to issue 50,000,000 shares of common stock, 10,000,000 of which are voting shares and 40,000,000 of which are nonvoting shares. At December 31, 1994, 1995 and 1996, 2,488,800, 2,488,800, and 2,764,748 shares of voting, and 25,134,271, 25,166,372, and 27,922,823 shares of nonvoting stock are issued and outstanding. Shares for all periods are restated to reflect a 400-for-1 split in 1996 for each share of voting and nonvoting stock.

10. STOCK INCENTIVE PLANS

On March 12, 1997, the Board of Directors of the Company approved an Employee Stock Incentive Plan (the "Plan"). The Company has reserved 2,000,000 shares of common stock for issuance pursuant to the Plan. At that date, 1,017,000 incentive stock options and 15,000 nonqualified options were granted under the Plan at an exercise price of $5.71 per share, the estimated fair value at the date of grant. The options are exercisable, if the Company completes a final underwritten public offering of Common Stock registered with the Securities and Exchange Commission, ratably over a five-year period beginning from the date of grant, and expire ten years from the date of grant. If an offering is not completed, the options are exercisable nine years from the date of the grant.

11. FAIR VALUE OF FINANCIAL INSTRUMENTS

FASB Statement No. 107, Disclosures About Fair Value of Financial Instruments, requires disclosure of fair value information about financial instruments when it is practicable to estimate that value. The carrying value of cash and cash equivalents, short-term certificates of deposit, accounts receivable, notes payable, and long-term debt reflect their approximate fair value at December 31, 1995 and 1996 based on their stated terms and conditions.

12. PROFIT-SHARING PLAN

The Company has a 401(k) profit-sharing plan, which covers substantially all employees with more than one year of service.

The Company may elect to make discretionary matching and/or non-matching contributions. All contributions to the plan are determined by the Board of Directors and totaled $948,000, $1,269,000, and $1,465,000 for the years ended December 31, 1994, 1995, and 1996, respectively.

13. PARTICIPATION SHARE AGREEMENT

Effective December 1990, the Company adopted a Participation Share Agreement (the "Plan") with a key employee. The Plan provided for the grant of participation shares equivalent to 10% of the Company, which were to be awarded at various dates through January 2000. Shares awarded were subjected to vesting at a rate of 20% per year. The original Plan granted the employee deferred compensation in the appreciation of a defined per-share book value of the Company since January 1987 and contained an anti-dilutive provision.

Effective December 31, 1996, the original Plan was terminated and a Deferred Compensation Conversion Agreement (the "Agreement") was entered into. Under the Agreement, the participation shares, whether or not vested or awarded under the Plan, were converted to 276,000 shares of voting common stock and 2,756,000 shares of nonvoting common stock. Of the converted shares, 111,000 shares of voting common stock and 1,110,000 shares of nonvoting common stock awarded are subject to vesting through December 2004.

The total value of the share conversion is $15,693,000, of which $6,320,000 is subjected to vesting. The unvested portion is recorded as a reduction in shareholders' equity at December 31, 1996 and will be amortized to compensation expense through December 2004 as shares are earned. Compensation expense related to the Plan and the 1996 conversion totaled $1,311,000, $922,000, and $5,742,000 for the years ended December 31, 1994, 1995, and 1996, respectively. Additionally, the Agreement also provided for a cash bonus of $2,750,000 in consideration for past services and for future bonuses to be paid in amounts equal to the accrued interest due and owing on the note receivable from shareholder (Note 5). Of the total expense for 1996 of $8,492,000, the normal recurring amount of $1,015,000 was reported as Selling, General, and Administrative expense and the balance of $7,477,000 was reported as other expense in the consolidated

statement of operations.

14. LEASE OBLIGATIONS

The Company has a long-term lease agreement for a manufacturing facility constructed to the Company's specifications. The initial lease term is for ten years with three five-year renewal options and the lease also contains purchase options at the end of five and ten years.

In December 1995, the Company acquired a long-term operating lease on a commercial building with the intent of operating a retail outlet. The remaining lease term is 33 years. The agreement contains a payment escalation clause which increases the payment amount every four years with the minimum increase the greater of the Consumer Price Index or 4% per annum. Rent expense is recognized on a straight-line basis over the life of the lease. The minimum lease payments are included in the schedule below.

Additionally, the Company leases certain operating facilities from shareholders/directors of the Company. Total rent expense, including month-to-month rentals, for these leases amounted to $462,000, $626,000, and $277,000 for the years ended December 31, 1994, 1995, and 1996, respectively.

In March 1996, the Company acquired the existing distribution center for approximately $4.5 million from a shareholder and an officer of the Company from whom the Company had previously leased the facility on a long-term basis.

Rent expense was $1,205,000, $1,998,000, and $2,408,000 for third-party leases during the years ended December 31, 1994, 1995, and 1996, respectively.

Future minimum payments on all lease obligations greater than one year are as follows (amounts in thousands):

Year Ending December 31,	Third Parties	Related Parties	Total
1997	$ 2,521	$ 194	$ 2,715
1998	1,665	61	1,726
1999	1,485	61	1,546
2000	1,319	61	1,379
2001	738	61	799
Thereafter	8,486	121	8,608
	$16,214	$ 559	$16,773

15. COMMITMENTS AND CONTINGENCIES

Contingencies - The Company is a party to various legal claims, actions and complaints. Although the ultimate resolution of legal proceedings cannot be predicted with certainty, management believes that disposition of these matters will not have a material adverse effect on the Company's consolidated financial statements.

In 1995, the Company settled a dispute for the right to use the name "Columbia" with a payment of $2,500,000 which has been reported as other expense in the consolidated statement of operations.

16. GEOGRAPHIC INFORMATION

The majority of the Company's revenues are derived from its North American operations. Such revenues amounted to 96%, 95%, and 91% of total revenues for the years ended December 31, 1994, 1995, and 1996, respectively. The remaining revenues are derived from throughout the world, with the majority occurring in Europe for each of the past three years.

17. SUBSEQUENT EVENTS

On April 8, 1997, the Company loaned $1,904,777 to a shareholder to fund the tax payment for stock bonuses received in fiscal year ending December 31, 1996. The note receivable matures on April 15, 2002, and bears interest at the applicable federal rate under the Internal Revenue Code of 1986.

In June 1997, the Financial Accounting Standards Board ("FASB") issued SFAS No. 131, Disclosures About Segments of an Enterprise and Related Information, which will be effective for the Company beginning January 1, 1998. SFAS No. 131 redefines how operating segments are determined and requires qualitative disclosure of certain financial and descriptive information about a company's operating segments. The Company believes the segment information required to be disclosed under SFAS No. 131 will be more comprehensive than previously provided, including expended disclosure of income statement and balance sheet items for each of its reportable operating segments. The Company has not yet completed its analysis of which operating segments it will report on.

On July 21, 1997, the Board of Directors of the Company granted an additional 45,000 shares of common stock under the Employee Stock Incentive Plan (see Note 10) and 7,500 nonqualified options, at an exercise price of $5.71 per share, the estimated fair value at the date of grant.

On July 31, 1997, the Company extended its unsecured operating line of credit. This extension granted available credit by which the aggregate of the outstanding principal amount of loans is less than $70,000,000 during August 1, 1997 through December 15, 1997, and $50,000,000 at all other times. The maturity date is June 30, 1998 at which time both parties can elect to extend the financing agreements.

On November 14, 1997, the Board of Directors of the Company granted an additional 48,768 shares of common stock under the Employee Stock Incentive Plan (see Note 10) and 115,000 nonqualified options at an exercise price of $8.97 a share, the estimated fair value at the date of grant.

* * * * * *

UNDERWRITING

Subject to the terms and conditions of the Underwriting Agreement, the Company has agreed to sell to each of the U.S. Underwriters named below, and each of such U.S. Underwriters, for whom Goldman, Sachs & Co, NationsBanc Montgomery Securities, Inc. and PaineWebber Incorporated are acting as representatives, has severally agreed to purchase from the Company, the respective number of shares of Common Stock set forth opposite its name below:

U.S. Underwriter	Number of Shares of Common Stock
Goldman, Sachs & Co...............................	
NationsBanc Montgomery Securities, Inc.............	
PaineWebber Incorporated..........................	
Total.......................................	5,333,334

Under the terms and conditions of the Underwriting Agreement, the U.S. Underwriters are committed to take and pay for all of the shares offered hereby, if any are taken.

The U.S. Underwriters propose to offer the shares of Common Stock in part directly to the public at the initial public offering price set forth on the cover page of this Prospectus and in part to certain securities dealers at such

price less a concession of $_____ per share. The U.S. Underwriters may allow, and such dealers may reallow, a concession not in excess of $_____ per share to certain brokers and dealers. After the shares of Common Stock are released for sale to the public, the offering price and other selling terms may from time to time be varied by the representatives.

The Company has entered into an underwriting agreement (the "International Underwriting Agreement") with the underwriters of the International Offering (the "International Underwriters") providing for the concurrent offer and sale of 1,333,333 shares of Common Stock in an international offering outside the United States. The offering price and aggregate underwriting discounts and commissions per share for the two Offerings are identical. The closing of the offering made hereby is a condition to the closing of the International Offering, and vice versa. The representatives of the International Underwriters are Goldman Sachs International, NationsBanc Montgomery Securities, Inc. and PaineWebber International (U.K.) Ltd.

Pursuant to an Agreement between the U.S. and International Underwriting Syndicates (the "Agreement Between") relating to the two Offerings, each of the U.S. Underwriters named herein has agreed that, as a part of the distribution of the shares offered hereby and subject to

certain exceptions, it will offer, sell or deliver the shares of Common Stock, directly or indirectly, only in the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the "United States") and to U.S. persons, which term shall mean, for purposes of this paragraph: (a) any individual who is a resident of the United States or (b) any corporation, partnership or other entity organized in or under the laws of the United States or any political subdivision thereof and whose office most directly involved with the purchase is located in the United States. Each of the International Underwriters has agreed pursuant to the Agreement Between that, as a part of the distribution of the shares offered as a part of the International Offering, and subject to certain exceptions, it will (i) not, directly or indirectly, offer, sell or deliver shares of Common Stock (a) in the United States or to any U.S. persons or (b) to any person who it believes intends to reoffer, resell or deliver the shares in the United States or to any U.S. persons, and (ii) cause any dealer to whom it may sell such shares at any concession to agree to observe a similar restriction.

Pursuant to the Agreement Between, sales may be made between the U.S. Underwriters and the International Underwriters of such number of shares of Common Stock as may be mutually agreed. The price of any shares so sold shall be the initial public offering price, less an amount not greater than the selling concession.

The Company has granted the U.S. Underwriters an option exercisable for 30 days after the date of this Prospectus to purchase up to an aggregate of 800,000 additional shares of Common Stock solely to cover over-allotments, if any. If the U.S. Underwriters exercise their over-allotment option, the U.S. Underwriters have severally agreed, subject to certain conditions, to purchase approximately the same percentage thereof that the number of shares to be purchased by each of them, as shown in the foregoing table, bears to the 5,333,334 shares of Common Stock offered. The Company has granted the International Underwriters a similar option to purchase up to an aggregate of 200,000 additional shares of Common Stock.

The Company, its directors and officers and the holders of all of the Company's outstanding Common Stock as of the date hereof have agreed that, during the period beginning from the date of this Prospectus and continuing to and including the date 180 days after the date of the Prospectus, they will not offer, sell, contract to sell or otherwise dispose of any shares of Common Stock (other than (i) pursuant to employee stock option plans existing, or on the conversion or exchange of convertible or exchangeable securities outstanding, on the date of this Prospectus, (ii) bona fide gifts to transferees who agree to be bound by a like restriction or (iii) private sales to persons who were shareholders prior to the closing of the Offerings) or any securities of the Company that are substantially similar to the shares of the Common Stock or which are convertible into or exchangeable for securities that are substantially similar to the shares of the Common Stock without the prior written consent of the representatives, except for the shares of Common Stock offered in connection with the concurrent U.S. and international offerings.

The representatives of the Underwriters have informed the Company that they do not expect sales to accounts over which the Underwriters exercise

discretionary authority to exceed five percent of the total number of shares of Common Stock offered by them.

Prior to the Offerings, there has been no public market for the shares. The initial public offering price will be negotiated among the Company and the representatives of the U.S. Underwriters and the International Underwriters. Among the factors to be considered in determining the initial public offering price of the Common Stock, in addition to prevailing market conditions, will be the Company's historical performance, estimates of the business potential and earnings prospects of the Company, an assessment of the Company's management and the consideration of the above factors in relation to market valuation of companies in related businesses.

The Common Stock will be quoted on the Nasdaq National Market under the symbol "COLM."

In connection with the Offerings, the Underwriters may purchase and sell the Common Stock in the open market. These transactions may include over-allotment and stabilizing transactions and purchases to cover syndicate short positions created in connection with the Offerings. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of the Common Stock; and syndicate short positions involve the sale by the Underwriters of a greater number of shares of Common Stock than they are required to purchase from the Company in the Offerings. The Underwriters also may impose a penalty bid, whereby selling concessions allowed to syndicate members or other broker-dealers in respect of the Common Stock sold in the Offerings for their account may be reclaimed by the syndicate if such securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the Common Stock, which may be higher than the price that might otherwise prevail in the open market; and these activities, if commenced, may be discontinued at any time. These transactions may be effected on the Nasdaq National Market, in the over-the-counter market or otherwise.

The Company has agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

This Prospectus may be used by underwriters and dealers in connection with offers and sales of the Common Stock, including shares initially sold in the International Offering, to persons located in the United States.

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No person has been authorized to give any information or to make any representations other than those contained in this Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorized. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

TABLE OF CONTENTS

Page

6,666,667 Shares

Columbia Sportswear Company

Common Stock

[LOGO]

Prospectus Summary............. 3
Risk Factors................... 8
Use of Proceeds................ 17
Dividend Policy and S
Corporation Status........... 17
Dilution....................... 18
Capitalization................. 19
Selected Consolidated Financial
Data......................... 21
Management's Discussion and
Analysis of Financial
Condition and Results of
Operations................... 23
Business....................... 32
Management..................... 51
Certain Transactions........... 58
Principal Shareholders......... 60
Description of Capital Stock... 62
Shares Eligible for Future Sale 65
Validity of the Issuance of the
Common Stock................. 66
Experts........................ 66
Additional Information......... 66
Index to Consolidated Financial
Statements................... F-1
Underwriting................... U-1

Goldman, Sachs & Co.

NationsBanc Montgomery
Securities, Inc.

PaineWebber Incorporated

Representatives of the Underwriters

Through and including ____________, _____ (the 25th day after the date of this Prospectus), all dealers effecting transactions in the Common Stock, whether or not participating in this distribution, may be required to deliver a Prospectus. This is in addition to the obligation of dealers to deliver a Prospectus when acting as Underwriters and with respect to their unsold allotments or subscriptions.

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PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, other than underwriting discounts, payable by the Registrant in connection with the offer and sale of the Common Stock being registered. All amounts are estimates except the registration fee, the NASD filing fee and the Nasdaq National Market entry fee.

Item	Amount
Registration fee...	$ 36,187
NASD filing fee..	12,767
Blue Sky fees and expenses (including legal fees).........	8,500
Nasdaq National Market entry fee..........................	50,000
Accounting fees and expenses.............................	200,000
Other legal fees and expenses............................	200,000
Transfer agent and registrar fee..........................	15,000
Printing and engraving...................................	100,000
Miscellaneous..	77,546
Total..	$ 700,000

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Item 14. Indemnification of Directors and Officers

Article IV of the Registrant's Second Amended and Restated Articles of Incorporation (the "Articles"), to be effective upon completion of the

Offerings, requires indemnification of current or former directors of the Registrant to the fullest extent not prohibited by the Oregon Business Corporation Act (the "Act"). The Act permits or requires indemnification of directors and officers in certain circumstances. The effects of the Articles and the Act (the "Indemnification Provisions") are summarized as follows:

(a) The Indemnification Provisions grant a right of indemnification in respect of any proceeding (other than an action by or in the right of the Company), if the person concerned acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, was not adjudged liable on the basis of receipt of an improper personal benefit and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or plea of nolo contendere, or its equivalent, is not, of itself, determinative that the person did not meet the required standards of conduct.

(b) The Indemnification Provisions grant a right of indemnification in respect of any proceeding by or in the right of the Company against the expenses (including attorney fees) actually and reasonably incurred if the person concerned acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, except

that no right of indemnification will be granted if the person is adjudged to be liable to the Company.

(c) Every person who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because of the person's status as a director or officer of a controversy described in (a) or (b) above is entitled to indemnification as a matter of right.

(d) Because the limits of permissible indemnification under Oregon law are not clearly defined, the Indemnification Provisions may provide indemnification broader than that described in (a) and (b).

(e) The Registrant may advance to a director or officer the expenses incurred in defending any proceeding in advance of its final disposition if the director or officer affirms in writing in good faith that he or she has met the standard of conduct to be entitled to indemnification as described in (a) or (b) above and undertakes to repay any amount advanced if it is determined that the person did not meet the required standard of conduct.

The Company has entered into indemnification agreements with each of the Company's directors, a form of which is attached as an exhibit hereto and is incorporated herein by reference.

The Registrant may obtain insurance for the protection of its directors and officers against any liability asserted against them in their official capacities. The rights of indemnification described above are not exclusive of any other rights of indemnification to which the persons indemnified may be entitled under any bylaw, agreement, vote of shareholders or directors or otherwise.

Item 15. Recent Sales of Unregistered Securities

(a) In December 1996 the Registrant entered into a Deferred Compensation Conversion Agreement with Don Richard Santorufo, the Registrant's Chief Operating Officer, providing for the conversion of deferred compensation units granted under a prior agreement into an aggregate of 2,099,979 shares of the Registrant's Common Stock. The issuance to Mr. Santorufo was made pursuant to Section 4(2) of the Securities Act of 1933 (the "Securities Act") as a transaction not involving a public offering. The Registrant reasonably believed that the purchaser had such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment. Mr. Santorufo represented his intention to acquire the securities for investment and not with a view to distribution thereof.

(b) In December 1997 the Registrant issued an aggregate of 264,902 shares of Common Stock to Gertrude Boyle, Timothy P. Boyle and Sarah Bany in exchange for the capital stock of GTS, Inc., a minority shareholder in certain of the Registrant's subsidiaries. The issuance was made pursuant to Section 4(2) of the Securities Act as a transaction not involving a public offering. The Registrant reasonably believed that each purchaser had such knowledge

and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment. Each represented an intention to acquire the securities for investment and not with a view to distribution thereof.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

1.1 Form of U.S. Underwriting Agreement
1.2 Form of International Underwriting Agreement
2.1 Plan of Share Exchange Exchanging Shares of Columbia Sportswear Company for all of the Shares of GTS, Inc.
*3.1 Second Amended and Restated Articles of Incorporation
*3.2 1998 Restated Bylaws
4.1 See Articles II of Exhibit 3.1 and Articles I of Exhibit 3.2
*5.1 Opinion of Stoel Rives LLP
10.1 1997 Stock Incentive Plan
10.2 Form of Incentive Stock Option Agreement
10.3 Form of Nonstatutory Stock Option Agreement
10.4 Credit Agreement between the Hong Kong and Shanghai Banking Corporation Limited and the Registrant dated September 17, 1991, as amended.
10.5 Buying Agency Agreement between Nissho Iwai American Corporation and the Registrant dated January 1, 1992, as amended.
10.6 Credit Agreement between the Registrant and Wells Fargo Bank, N.A. dated July 31, 1997.
10.7 Assumption Agreement by and between the Registrant, Timothy P. Boyle and Don Santorufo and First Interstate Bank of Oregon, N.A., dated February 1997.
10.8 Lease between Penzel & Company and the Registrant dated February 23, 1988, as amended.
*10.9 Lease between Timothy P. Boyle and Gertrude Boyle and the Registrant, dated _______, 1997.
*10.10 Lease between Gertrude Boyle and the Registrant dated ________, 1997.
*10.11 Lease between BB&S Development Company and the Registrant, dated February 12, 1996.
10.12 Lease between B.A.R.K. Holdings, Inc. and Columbia Sportswear Canada Limited, dated January 3, 1994.
10.13 Form of Stock Purchase Agreement between Columbia Sportswear Holdings Limited and Douglas Hamilton and Doug Hamilton in trust for Elizabeth K. Hamilton, dated August 24, 1992.
10.14 Deferred Compensation Conversion Agreement between the Registrant and Don Santorufo, dated December 31, 1996.
*10.15 Form of Tax Indemnification Agreement for existing shareholders.
10.16 Employment Agreement between Carl K. Davis and the Registrant dated as of December 5, 1997.
10.17 Form of Indemnity Agreement for Directors
21.1 Subsidiaries of the Registrant
23.1 Consent of Deloitte & Touche LLP
*23.2 Consent of Stoel Rives LLP (included in Exhibit 5.1)
24.1 Power of Attorney (included on signature page)
27.1 Financial Data Schedule

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* To be filed by amendment.

(b) Financial Statement Schedules

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 14, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent,

submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreements certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of Prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of Prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Portland, State of Oregon, on December 23, 1997.

COLUMBIA SPORTSWEAR COMPANY

By TIMOTHY P. BOYLE

Timothy P. Boyle
President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each such person whose signature appears below hereby constitutes and appoints Timothy P. Boyle and Patrick D. Anderson, or any of them, his or her true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any amendments (whether pre-effective or post-effective) to this Registration Statement and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same with all exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or their substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the following capacities on December 23, 1997.

Signature	Title
Principal Executive Officer:	
TIMOTHY P. BOYLE - ----------------------------------- Timothy P. Boyle	President, Secretary, Treasurer and Director

Principal Financial and Accounting Officer:

PATRICK D. ANDERSON
- ----------------------------------- Chief Financial Officer
Patrick D. Anderson

GERTRUDE BOYLE Chairman of the Board of Directors
- -----------------------------------
Gertrude Boyle

SARAH BANY Director
- -----------------------------------
Sarah Bany

Director
- -----------------------------------
Murrey R. Albers

EDWARD S. GEORGE Director
- -----------------------------------
Edward S. George

JOHN STANTON Director
- -----------------------------------
John Stanton

EXHIBIT INDEX

Exhibit No.	Description
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*10.10	Lease between Gertrude Boyle and the Registrant dated ________, 1997.
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10.17 Form of Indemnity Agreement for Directors

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*23.2 Consent of Stoel Rives LLP (included in Exhibit 5.1)

24.1 Power of Attorney (included on signature page)

27.1 Financial Data Schedule

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* To be filed by amendment.

S&C Draft of November 4, 1997

Columbia Sportswear Company

Common Stock

Underwriting Agreement
(U.S. Version)

.................., 1998

Goldman, Sachs & Co.,
NationsBanc Montgomery Securities, Inc.,
PaineWebber Incorporated,
As representatives of the several Underwriters
named in Schedule I hereto,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004.

Ladies and Gentlemen:

Columbia Sportswear Company, an Oregon corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of .... shares (the "Firm Shares") and, at the election of the Underwriters, up to .... additional shares (the "Optional Shares") of Common Stock ("Stock") of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

It is understood and agreed to by all parties that the Company is concurrently entering into an agreement (the "International Underwriting Agreement") providing for the sale by the Company of up to a total of .... shares of Stock (the "International Shares"), including the overallotment option thereunder, through arrangements with certain underwriters outside the United States (the "International Underwriters"), for whom Goldman Sachs International, NationsBanc Montgomery Securities, Inc. and PaineWebber International (U.K.) Ltd. are acting as lead managers. Anything herein or therein to the contrary notwithstanding, the respective closings under this Agreement and the International Agreement are hereby expressly made conditional on one another. The Underwriters hereunder and the International Underwriters are simultaneously entering into an Agreement between U.S. and International Underwriting Syndicates (the "Agreement between Syndicates") which provides, among other things, for the transfer of shares of Stock between the two syndicates. Two forms of prospectus are to be used in connection with the offering and sale of shares of Stock contemplated by the foregoing, one relating to the Shares hereunder and the other relating to the International Shares. The latter form of prospectus will be identical to the former except for certain substitute pages as included in the registration statement and amendments thereto as mentioned below. Except as used in Sections 2, 3, 4, 9 and 11 herein, and except as the

context may otherwise require, references hereinafter to the Shares shall include all the shares of Stock which may be sold pursuant to either this Agreement or the International Underwriting Agreement, and references herein to any prospectus whether in preliminary or final form, and whether as amended or supplemented, shall include both the U.S. and the international versions thereof.

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S-1 (File No. 333-....) (the

"Initial Registration Statement") and Amendment No. [insert numbers of pre-effective amendments] in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement, as so amended, and any post-effective amendment thereto, each in the form heretofore delivered to you, and, excluding exhibits thereto, to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has heretofore been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, each as amended at the time such part of the registration statement became effective, are hereinafter collectively called the "Registration Statement"; and such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus");

(b) No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(c) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as

to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(d) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included in the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management,

financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken a a whole, otherwise than as set forth or contemplated in the Prospectus;

(e) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

(f) The Company has been duly incorporated and is validly existing as a corporation under the laws of the State of Oregon, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction; and each subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation;

(g) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform to the description of the Stock contained in the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(h) The unissued Shares to be issued and sold by the Company to the Underwriters hereunder and under the International Underwriting Agreement have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein and in the International Underwriting Agreement, will be duly and validly issued and fully paid and non-assessable and will conform to the description of the Stock contained in the Prospectus;

(i) The issue and sale of the Shares by the Company hereunder and under the International Underwriting Agreement and the compliance by the Company with all of the provisions of this Agreement and the International Underwriting Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, nor will such action result in any violation of the provisions of the Restated Articles of Incorporation or Restated Bylaws of the Company or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement and the International Underwriting Agreement, except the registration under the Act of the Shares and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters and the International Underwriters;

(j) Neither the Company nor any of its subsidiaries is in violation of its Restated Articles of Incorporation or Restated Bylaws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except for such defaults that, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

(k) The statements set forth in the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, and under the captions "Certain United States Federal Tax Consequences To Non-United States Holders of Common Stock", "Certain Transactions", and "Shares Eligible for Future Sale", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair;

(l) Other than as set forth or contemplated in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the current or future consolidated financial position, shareholders' equity or results of operations of the Company and its subsidiaries; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(m) Each of the Company and its subsidiaries owns or has rights to adequate foreign and domestic trademarks, service marks, trade names, inventions, copyrights and

know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) (collectively, the "Intellectual Property") necessary to carry on their respective businesses as they have been and are being conducted, and neither the Company nor any of its subsidiaries is aware that it would interfere with, infringe upon or otherwise come into conflict with any Intellectual Property rights of third parties as a result of the operation of the business of the Company or any subsidiary as of the date hereof that, individually or in the aggregate, if subject to an unfavorable decision, ruling or finding would have a material adverse effect;

(n) The Company is not and, after giving effect to the offering and sale of the Shares, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"); and

(o) Deloitte & Touche LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $......................., the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to .... Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering overallotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as Goldman, Sachs & Co. may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to Goldman, Sachs & Co., for the account of such Underwriter, against

payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of immediately available funds to the Company. The Company will cause the certificates representing the Shares to be made available at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of the Depository Trust Company, or the custodian therefor (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 7:00 a.m., Portland time, on ...., 1998 or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing, and, with respect to the Optional Shares, 7:00 a.m., Portland time, on the date specified by Goldman, Sachs & Co. in the written notice given by Goldman, Sachs & Co. of the Underwriters' election to purchase such Optional Shares, or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 7(k) hereof, will be delivered at the offices of [Stoel Rives LLP, 900 SW Fifth Avenue, Suite 2300, Portland, Oregon 97204] (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at 3:00 p.m., Portland time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or Prospectus which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish you with copies thereof; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of

the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus or suspending any such qualification, promptly to use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and

dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) Prior to 10:00 A.M. New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary during such period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance, and in case any Underwriter is required to deliver a prospectus in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus, not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder and under the International Underwriting Agreement, any securities of the Company that are substantially similar to the Shares, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without your prior written consent;

(f) To furnish to its shareholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, shareholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), consolidated summary financial information of the Company and its

subsidiaries for such quarter in reasonable detail;

(g) During a period of five years from the effective date of the Registration Statement, to furnish to you copies of all reports or other communications (financial or other) furnished to shareholders, and to deliver to you (i) as soon as they are available promptly after filing, copies of

any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; and (ii) such additional public information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its shareholders generally or to the Commission);

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement and the International Underwriting Agreement in the manner specified in the Prospectus under the caption "Use of Proceeds";

(i) To use its best efforts to list for quotation the Shares on the Nasdaq National Market ("NASDAQ"); and

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act.

6. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any Agreement among Underwriters, this Agreement, the International Underwriting Agreement, the Agreement between Syndicates, the Selling Agreement, the Blue Sky Memorandum, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with achieving the quotation of the Shares on NASDAQ; (v) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, securing any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Shares; (vi) the cost of preparing stock certificates; (vii) the cost and charges of any transfer agent or registrar; and (viii) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 8 and 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance

with Section 5(a) hereof; if the Company has elected to rely upon Rule 462(b), the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Sullivan & Cromwell, counsel for the Underwriters, shall have furnished to you such opinion or opinions (a draft of each such opinion is attached as Annex II(a) hereto), dated such Time of Delivery, with respect to the matters covered in paragraphs (i), (ii), (vii), (xi) and (xiv) of subsection (c) below as well as such other related matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Stoel Rives LLP, counsel for the Company, shall have furnished to you their written opinion (a draft of each such opinion is attached as Annex II(b) hereto), dated such Time of Delivery, in form and substance satisfactory to you, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation under the laws of the State of Oregon, with power and authority (corporate and other) to own its properties and conduct its business as described in the Prospectus;

(ii) The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company (including the Shares being delivered at such Time of Delivery) have been duly and validly authorized and issued and are fully paid and nonassessable; and the Shares conform to the description of the Stock contained in the Prospectus;

(iii) The Company has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of failure to be so qualified in any such jurisdiction (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect of matters of fact upon certificates of officers of the Company, provided that such counsel shall state that they believe that both you and they are justified in relying upon such opinions and certificates);

(iv) Each material subsidiary of the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation; and all of the issued shares of capital stock of each such subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, and (except for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims (such counsel being entitled to rely in respect of the opinion in this clause upon opinions of local counsel and in respect to matters of fact upon certificates of officers of the Company or its subsidiaries, provided that such

counsel shall state that they believe that both you and they are justified in relying upon such opinions and certificates);

(v) To such counsel's actual knowledge and other than as set forth in the Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which, if determined adversely to the Company or any of its subsidiaries,

would individually or in the aggregate have a material adverse effect on the current or future consolidated financial position, shareholders' equity or results of operations of the Company and its subsidiaries; and, to the best of such counsel's actual knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(vi) This Agreement and the International Underwriting Agreement have been duly authorized, executed and delivered by the Company;

(vii) The issue and sale of the Shares being delivered at such Time of Delivery by the Company and the compliance by the Company with all of the provisions of this Agreement and the International Underwriting Agreement and the consummation of the transactions herein and therein contemplated will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, or result in a violation of any statute or any order, rule or regulation known to

such counsel of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in each such case for such conflicts, breaches, violations or defaults that would not individually or in the aggregate, (x) have a material adverse effect on the Company and its subsidiaries, taken as a whole, or (y) impair the validity of the Securities or the validity or enforceability of this Agreement or (B) result in any violation of the provisions of the Restated Articles of Incorporation or Restated Bylaws of the Company;

(viii) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement and the International Underwriting Agreement, except the registration under the Act of the Shares, and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters and the International Underwriters;

(ix) Neither the Company nor any of its material subsidiaries is in violation of its Restated Articles of Incorporation or Restated Bylaws or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except for such defaults that, individually or in the aggregate, would not have a material adverse effect on the Company and its subsidiaries taken as a whole;

(x) The statements set forth in the Prospectus under the caption "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Stock, and under the captions "Certain United States Federal Tax Consequences to Non-United States Holders of Common Stock", "Certain Transactions", and "Shares Eligible for Future Sale", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair;

(xi) The Company is not an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act; and

(xii) The Registration Statement and the Prospectus and any further amendments and supplements thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) comply as to form in all material respects with the requirements of the Act and the rules and regulations

thereunder, although they do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement or the Prospectus, except for those referred to in the opinion in subsection (x) of this Section 7(c), nothing has come to such counsel's attention that has caused such counsel to believe that, as of its effective date, the Registration Statement or any further amendment thereto made by the Company prior to such Time of Delivery (other than the financial statements and related statements and related schedules and other financial data included or omitted therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or that, as of such Time of Delivery, either the Registration Statement or the Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery (other than the financial statements and related schedules therein, as to which such counsel need express no opinion) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and they do not know of any amendment to the Registration Statement required to be filed or of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be described in the Registration Statement or the Prospectus which are not filed or described as required;

In rendering such opinion, such counsel may state that they express no opinion as to the laws of any jurisdiction outside the United States.

(d) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, Deloitte & Touche LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you, to the effect set forth in Annex I hereto (the executed copy of the letter delivered prior to the execution of this Agreement is attached as Annex I(a) hereto and a draft of the form of letter to be delivered on the effective date of any post-effective amendment to the Registration Statement and as of each Time of Delivery is attached as Annex I(b) hereto);

(e)(i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus, and (ii) since the respective dates as of which information is given in the Prospectus there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or results of

operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus, the effect of which, in any such case described in Clause (i) or (ii), is in the

judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(f) On or after the date hereof (i) no downgrading shall have occurred in the rating, if any, accorded the Company's debt securities by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating, if any, of any of the Company's debt securities;

(g) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange or on Nasdaq; (ii) a suspension or material limitation in trading in the Company's securities on Nasdaq; (iii) a general moratorium on commercial banking activities declared by either Federal or New York or [Oregon] State authorities; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this Clause (iv) in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(h) The Shares to be sold at such Time of Delivery shall have been duly listed for quotation on NASDAQ;

(i) The Company has obtained and delivered to the Underwriters executed copies of an agreement from its directors and officers and the shareholders listed in Schedule II hereto substantially to the effect set forth in Subsection 5(e) hereof in form and substance satisfactory to you;

(j) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(k) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of such Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (e) of this Section and as to such other matters as you may reasonably request.

8. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration

Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any

Underwriter through Goldman, Sachs & Co. expressly for use therein.

(b) Each Underwriter will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Underwriter through Goldman, Sachs & Co. expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not

only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Shares purchased under this Agreement (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect

to the Shares purchased under this Agreement, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

9. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary.

The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its

default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

11. If this Agreement shall be terminated pursuant to Section 9 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 6 and 8 hereof; but, if for any other reason, any Shares are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter in respect of the Shares not so delivered except as provided in Sections 6 and 8 hereof.

12. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman, Sachs & Co. on behalf of you as the representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you as the representatives in care of Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004, Attention: Registration Department; and if to the Company shall be delivered or sent by mail, telex

or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

13. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

15. This Agreement shall be governed by and construed in accordance with

the laws of the State of New York.

16. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us six counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters (U.S. Version), the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Columbia Sportswear Company

By:

Name:
Title:

Accepted as of the date hereof:

Goldman, Sachs & Co.
NationsBanc Montgomery Securities, Inc.
PaineWebber Incorporated

By:

(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

SCHEDULE I

<TABLE>
<CAPTION>

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
<S>	<C>	<C>
Goldman, Sachs & Co..............................		
NationsBanc Montgomery Securities, Inc............		
PaineWebber Incorporated..........................		
Total		

</TABLE>

SCHEDULE II

[to be discussed]

ANNEX I

Pursuant to Section 7(d) of the Underwriting Agreement, the accountants shall furnish letters to the Underwriters to the effect that:

(i) They are independent certified public accountants with respect to the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder;

(ii) In their opinion, the financial statements and any supplementary financial information and schedules (and, if applicable, financial forecasts and/or pro forma financial information) examined by them and included in the Prospectus or the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations thereunder; and, if applicable, they have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the unaudited consolidated interim financial statements, selected financial data, pro forma financial information, financial forecasts and/or condensed financial statements derived from audited financial statements of the Company for the periods specified in such letter, as indicated in their reports thereon, copies of which have been furnished separately to the representatives of the Underwriters (the "Representatives");

(iii) They have made a review in accordance with standards established by the American Institute of Certified Public Accountants of the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus as indicated in their reports thereon copies of which have been separately furnished to the Representatives and on the basis of specified procedures including inquiries of officials of the Company who have responsibility for financial and accounting matters regarding whether the unaudited condensed consolidated financial statements referred to in paragraph (vi)(A)(i) below comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations, nothing came to their attention that caused them to believe that the unaudited condensed consolidated financial statements do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations;

(iv) The unaudited selected financial information with respect to the consolidated results of operations and financial position of the Company for the five most recent fiscal years included in the Prospectus agrees with the corresponding amounts (after restatements where applicable) in the audited consolidated financial statements for such five fiscal years which were included or incorporated by reference in the Company's Annual Reports on Form 10-K for such fiscal years;

(v) They have compared the information in the Prospectus under selected captions with the disclosure requirements of Regulation S-K and on the basis of limited procedures specified in such letter nothing came to their attention as a result of the foregoing procedures that caused them to believe that this information does not conform in all material respects with the disclosure requirements of Items 301, 302, 402 and 503(d), respectively, of Regulation S-K;

(vi) On the basis of limited procedures, not constituting an examination in accordance with generally accepted auditing standards,

consisting of a reading of the unaudited financial statements and other information referred to below, a reading of the latest available interim financial statements of the Company and its subsidiaries, inspection of the minute books of the Company and its subsidiaries since the date of the latest audited financial statements included in the Prospectus, inquiries of officials of the Company and its subsidiaries responsible for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that:

(A) (i) the unaudited consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations, or (ii) any material modifications should be made to the unaudited condensed consolidated statements of income, consolidated balance sheets and consolidated statements of cash flows included in the Prospectus for them to be in conformity with generally accepted accounting principles;

(B) any other unaudited income statement data and balance sheet items included in the Prospectus do not agree with the corresponding items in the unaudited consolidated financial statements from which such data and items were derived, and any such unaudited data and items were not determined on a basis substantially consistent with the basis for the corresponding amounts in the audited consolidated financial statements included in the Prospectus;

(C) the unaudited financial statements which were not included in the Prospectus but from which were derived any unaudited condensed financial statements referred to in Clause (A) and any unaudited income statement data and balance sheet items included in the Prospectus and referred to in Clause (B) were not determined on a basis substantially consistent with the basis for the audited consolidated financial statements included in the Prospectus;

(D) any unaudited pro forma consolidated condensed financial statements included in the Prospectus do not comply as to form in all material respects with the applicable accounting requirements of the Act and the published rules and regulations thereunder or the pro forma adjustments have not been properly applied to the historical amounts in the compilation of those statements;

(E) as of a specified date not more than five days prior to the date of such letter, there have been any changes in the consolidated capital stock (other than issuances of capital stock upon exercise of options and stock appreciation rights, upon earn-outs of performance shares and upon conversions of convertible securities, in each case which were outstanding on the date of the latest financial statements included in the Prospectus) or any increase in the consolidated long-term debt of the Company and its subsidiaries, or any decreases in consolidated net current assets or stockholders' equity or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with amounts shown in the latest balance sheet included in the Prospectus, except in each case for changes, increases or decreases which the

Prospectus discloses have occurred or may occur or which are described in such letter; and

(F) for the period from the date of the latest financial statements included in the Prospectus to the specified date referred to in Clause (E) there were any decreases in consolidated net revenues or operating profit or the total or per share amounts of consolidated net income or other items specified by the Representatives, or any increases in any items specified by the Representatives, in each case as compared with the comparable period of the preceding year and with any other period of corresponding length specified by the Representatives, except in each case for decreases or increases which the Prospectus discloses have occurred or may occur or which are described in such letter; and

(vii) In addition to the examination referred to in their report(s) included in the Prospectus and the limited procedures, inspection of minute books, inquiries and other procedures referred to in paragraphs (iii) and (vi) above, they have carried out certain specified procedures, not constituting an examination in accordance with generally accepted auditing standards, with respect to certain amounts, percentages and financial information specified by the Representatives, which are derived from the general accounting records of the Company and its subsidiaries, which appear in the Prospectus, or in Part II of, or in exhibits and schedules to, the Registration Statement specified by the Representatives, and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement.

Columbia Sportswear Company

Common Stock

Underwriting Agreement
(International Version)

.............., 1998.

Goldman Sachs International,
NationsBanc Montgomery Securities, Inc.,
PaineWebber International (U.K.) Ltd.,
As representatives of the several Underwriters
named in Schedule I hereto,
c/o Goldman Sachs International,
Peterborough Court,
133 Fleet Street,
London EC4A 2BB, England.

Ladies and Gentlemen:

Columbia Sportswear Company, an Oregon corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of ...... shares (the "Firm Shares") and, at the election of the Underwriters, up to .... additional shares (the "Optional Shares") of Common Stock (the "Stock") of the Company (the Firm Shares and the Optional Shares which the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

It is understood and agreed to by all parties that the Company is concurrently entering into an agreement, a copy of which is attached hereto (the "U.S. Underwriting Agreement"), providing for the offering by the Company of up to a total of .... shares of Stock (the "U.S. Shares") including the overallotment option thereunder through arrangements with certain underwriters in the United States (the "U.S. Underwriters"), for whom Goldman, Sachs & Co., NationsBanc Montgomery Securities, Inc. and PaineWebber Incorporated are acting as representatives. Anything herein and therein to the contrary notwithstanding, the respective closings under this Agreement and the U.S. Underwriting Agreement are hereby expressly made conditional on one another. The Underwriters hereunder and the U.S. Underwriters are simultaneously entering into an Agreement between U.S. and International Underwriting Syndicates (the "Agreement between Syndicates") which provides, among other things, for the transfer of shares of Stock between the two syndicates and for consultation by the Lead Managers hereunder with Goldman, Sachs & Co. prior to exercising the rights of the Underwriters under Section 7 hereof. Two forms of prospectus are to be used in connection with the offering and sale of shares of Stock contemplated by the foregoing, one relating to the Shares hereunder and the other relating to the U.S. Shares. The latter form of prospectus will be identical to the former except for certain substitute pages as included in the registration statement and amendments thereto as mentioned below. Except as used in Sections 2, 3, 4, 9 and 11 herein, and except as the context may otherwise require, references hereinafter to the Shares shall include all of the shares of Stock which may be sold pursuant to either this Agreement or the U.S. Underwriting Agreement, and references herein to any prospectus whether in preliminary or final form, and whether as amended or supplemented, shall include both of the U.S. and the international versions thereof.

In addition, this Agreement incorporates by reference certain provisions from the U.S. Underwriting Agreement (including the related definitions of terms, which are also used elsewhere herein) and, for purposes of applying the same, references (whether in these precise words or their

equivalent) in the incorporated provisions to the "Underwriters" shall be to the Underwriters hereunder, to the "Shares" shall be to the Shares hereunder as just defined, to "this Agreement" (meaning therein the U.S. Underwriting Agreement) shall be to this Agreement (except where this Agreement is already referred to or as the context may otherwise require) and to the representatives of the Underwriters or to Goldman, Sachs & Co. shall be to the addressees of this Agreement and to Goldman Sachs International ("GSI"), and, in general, all such provisions and defined terms shall be applied mutatis mutandis as if the incorporated provisions were set forth in full herein having regard to their context in this Agreement as opposed to the U.S. Underwriting Agreement.

1. The Company hereby makes with the Underwriters the same representations, warranties and agreements as are set forth in Section 1 of the U.S. Underwriting Agreement, which Section is incorporated herein by this reference.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $......, the number of Firm Shares set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to .... Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering overallotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by GSI of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Prospectus and in the forms of Agreement among Underwriters (International Version) and Selling Agreements, which have been previously submitted to the Company by you. Each Underwriter hereby makes to and with the Company the representations and agreements of such Underwriter as a member of the selling group contained in Sections 3(d) and 3(e) of the form of Selling Agreements.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as GSI may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to GSI, for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of immediately avialable funds to the Company. The Company will cause the certificates representing the Shares to be made available at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of the Depository Trust Company, or the custodian therefor (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 7:00 a.m., Portland time, on ...., 1998 or such other time and date as GSI and the Company may agree upon in writing, and, with respect to the Optional Shares, 7:00 a.m., Portland time, on the date specified by GSI in the written notice given by GSI of the Underwriters' election to purchase such Optional Shares, or such other time and date as GSI and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery", such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of

Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 of the U.S. Underwriting Agreement, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 7(k) of the U.S. Underwriting Agreement hereof, will be delivered at the offices of [Stoel Rives LLP, 900 SW Fifth Avenue, Suite 2300, Portland, Oregon 97204] (the "Closing Location"), and the Shares will be delivered at the Designated Office, all at such Time of Delivery. A meeting will be held at the Closing Location at 3:00 p.m., Portland time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company hereby makes to the Underwriters the same agreements as are set forth in Section 5 of the U.S. Underwriting Agreement, which Section is incorporated herein by this reference.

6. The Company and the Underwriters hereby agree with respect to certain expenses on the same terms as are set forth in Section 6 of the U.S. Underwriting Agreement, which Section is incorporated herein by this reference.

7. Subject to the provisions of the Agreement between Syndicates, the obligations of the Underwriters hereunder shall be subject, in their discretion, at each Time of Delivery, to the condition that all representations and warranties and other statements of the Company herein are, at and as of such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and additional conditions identical to those set forth in Section 7 of the U.S. Underwriting Agreement, which Section is incorporated herein by this reference.

8. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any Underwriter through GSI expressly for use therein.

(b) Each Underwriter will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement or Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Underwriter through GSI expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, clpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on
the
one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Shares purchased under this Agreement (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters with respect to the Shares purchased under this Agreement, in each case as set forth in the table on the cover page of the Prospectus relating to such Shares. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact rlates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total

price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

9. (a) If any Underwriter shall default in its obligation to purchase the Shares which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so
arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligation of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth

in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

11. If this Agreement shall be terminated pursuant to Section 9 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Section 6 and Section 8 hereof, but, if for any other reason any Shares are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through GSI for all out-of-pocket expenses approved in writing by GSI, including fees and disbursements of counsel, reasonably
incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter in respect of the Shares not so delivered except as provided in Sections 6 and 8 hereof.

12. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by GSI on your behalf.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Underwriters in care of GSI, Peterborough Court, 133 Fleet Street, London EC4A 2BB, England, Attention: Equity Capital Markets, Telex No. 94012165, facsimile transmission No. (071) 774- 1550; and if to the Company shall be delivered or sent by registered mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by GSI upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

13. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence of this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

16. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us six counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters (International Version), the form of which shall be furnished to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Columbia Sportswear Company

By:.........................
Name:

Title:

Accepted as of the date hereof:

Goldman Sachs International
NationsBanc Montgomery Securities, Inc.
PaineWebber International (U.K.) Ltd.
By: Goldman Sachs International

By:......................................
(Attorney-in-fact)
On behalf of each of the Underwriters

SCHEDULE I

<TABLE>

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
<S>	<C>	<C>
Goldman Sachs International........................		
NationsBanc Montgomery Securities, Inc.............		
PaineWebber International (U.K.) Ltd...............		

</TABLE>

Total

PLAN OF SHARE EXCHANGE

EXCHANGING SHARES OF COLUMBIA SPORTSWEAR COMPANY FOR ALL OF THE SHARES OF GTS, INC.

1. Parties. The names of the corporations proposing to exchange shares are Columbia Sportswear Company, an Oregon corporation ("Columbia"), and GTS, Inc., an Oregon corporation ("GTS"). Columbia will acquire all of the GTS Capital Stock in the share exchange (the "Exchange").

2. Terms and Conditions. Upon consummation of the Exchange (the "Effective Time"), Columbia will acquire all of the outstanding capital stock of GTS, and the shareholders of GTS will receive shares of nonvoting Common Stock of Columbia, as set forth in paragraph 3, in the manner and with the effect provided by the Oregon Business Corporation Act.

3. Exchange for Columbia Nonvoting Common Stock. Columbia, the acquiring corporation, has issued one class of capital stock, divided into voting and nonvoting Common Stock. GTS has issued one class of capital stock, divided into voting and nonvoting Common Stock. The manner and basis of exchanging the shares of capital stock of GTS and Columbia shall be as follows:

Each of the 6,220 shares of GTS voting Common Stock outstanding immediately before the Effective Time shall by virtue of the Exchange be exchanged for 5.72 shares Columbia nonvoting Common Stock, and each of the 61,980 shares of GTS nonvoting Common Stock outstanding immediately before the effective time shall by virtue of the Exchange be exchanged for 5.35 shares of Columbia nonvoting Common Stock.

COLUMBIA SPORTSWEAR COMPANY

1997 STOCK INCENTIVE PLAN

1. Purpose. The purpose of this Stock Incentive Plan (the "Plan") is to enable Columbia Sportswear Company (the "Company") to attract and retain the services of (1) selected employees, officers and directors of the Company and (2) selected nonemployee agents, consultants, advisors and independent contractors of the Company.

2. Shares Subject to the Plan. Subject to adjustment as provided below and in Section 13, the shares to be offered under the Plan shall consist of Nonvoting Common Stock of the Company, and the total number of shares of Nonvoting Common Stock that may be issued under the Plan shall not exceed 2,000,000 shares. The shares issued under the Plan may be authorized and unissued shares or reacquired shares. If an option, stock appreciation right or performance unit granted under the Plan expires, terminates or is cancelled, the unissued shares subject to such option, stock appreciation right or performance unit shall again be available under the Plan. If shares sold or awarded as a bonus under the Plan are forfeited to or repurchased by the Company, the number of shares forfeited or repurchased shall again be available under the Plan.

3. Effective Date and Duration of Plan.

(a) Effective Date. The Plan shall become effective as of March 12, 1997. No option, stock appreciation right or performance unit granted under the Plan shall become exercisable, however, until the Plan is approved by the affirmative vote of the holders of a majority of the shares of Common Stock represented at a shareholders meeting at which a quorum is present, and any such awards under the Plan before such approval shall be conditioned on and subject to such approval. Subject to this limitation, options, stock appreciation rights and performance units may be granted and shares may be awarded as bonuses or sold under the Plan at any time after the effective date and before termination of the Plan.

(b) Duration. The Plan shall continue in effect until all shares available for issuance under the Plan have been issued and all restrictions on such shares have lapsed. The Board of Directors may suspend or terminate the Plan at any time except with respect to options, performance units and shares subject to restrictions then outstanding under the Plan. Termination shall not affect any outstanding options, any right of the Company to repurchase shares or the forfeitability of shares issued under the Plan.

4. Administration.

(a) Board of Directors. The Plan shall be administered by the Board of Directors of the Company, which shall determine and designate from time to time the individuals to whom awards shall be made, the amount of the awards and the other terms and conditions of the awards. Subject to the provisions of the Plan, the Board of Directors may from time to time adopt and amend rules and regulations relating to administration of the Plan, advance the lapse of any waiting period, accelerate any exercise date, waive or modify any restriction applicable to shares (except those restrictions imposed by law) and make all other determinations in the judgment of the Board of Directors necessary or desirable for the administration of the Plan. The interpretation and construction of the provisions of the Plan and related agreements by the Board of Directors shall be final and conclusive. The Board of Directors may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any related agreement in the manner and to the extent it shall deem expedient to carry the Plan into effect, and it shall be the sole and final judge of such expediency.

(b) Committee. The Board of Directors may delegate to the Compensation Committee of the Board of Directors (the "Committee") any or all authority for administration of the Plan. If authority is delegated to the Committee, all references to the Board of Directors in the Plan shall mean and relate to the Committee, except (i) as otherwise provided by the Board of Directors, (ii) that only the Board of Directors may amend or terminate the Plan as provided in Sections 3 and 13 and (iii) that if the Committee includes officers of the Company, the Committee shall not be permitted to grant options to persons who are officers of the Company.

5. Types of Awards; Eligibility. The Board of Directors may, from time to time, take the following action, separately or in combination, under the Plan: (i) grant Incentive Stock Options, as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), as provided in Sections 6(a) and 6(b); (ii) grant options other than Incentive Stock Options ("Non-Statutory Stock Options") as provided in Sections 6(a) and 6(c); (iii) award stock bonuses as provided in Section 7; (iv) sell shares subject to restrictions as provided in Section 8; (v) grant stock appreciation rights as provided in Section 9; (vi) grant cash bonus rights as provided in Section 10; and (vii) grant performance units as provided in Section 11. Any such awards may be made to employees, including employees who are officers or directors, and to other individuals described in Section 1 who the Board of Directors believes have made or will make an important contribution to the Company; provided, however, that only employees of the Company shall be eligible to receive Incentive Stock Options under the Plan. The Board of Directors shall select the individuals to whom awards shall be made and shall specify the action taken with respect to each individual to whom an award is made. At the discretion of the Board of Directors, an individual may be given an election to surrender an award in exchange for the grant of a new award. No employee may be granted options or stock appreciation rights under the Plan for more than an aggregate of 100,000 shares

of Nonvoting Common Stock in connection with the hiring of the employee or 100,000 shares of Nonvoting Common Stock in any calendar year otherwise.

6. Option Grants.

(a) General Rules Relating to Options.

(i) Terms of Grant. The Board of Directors may grant options under the Plan. With respect to each option grant, the Board of Directors shall determine the number of shares subject to the option, the option price, the period of the option, the time or times at which the option may be exercised and whether the option is an Incentive Stock Option (subject to the provisions of Section 6(b)) or a Non-Statutory Stock Option. At the time of the grant of an option or at any time thereafter, the Board of Directors may provide that an optionee who exercised an option with Nonvoting Common Stock of the Company shall automatically receive a new option to purchase additional shares equal to the number of shares surrendered and may specify the terms and conditions of such new options.

(ii) Exercise of Options. Except as provided in Section 6(a)(iv) or as determined by the Board of Directors, no option granted under the Plan may be exercised unless at the time of such exercise the optionee is employed by or in the service of the Company and shall have been so employed or provided such service continuously since the date the option was granted. Absence on leave or on account of illness or disability under rules established by the Board of Directors shall not, however, be deemed an interruption of employment or service for this purpose. Unless otherwise determined by the Board of Directors, vesting of options shall not continue during an absence on leave (including an extended illness) or on account of disability. Except as provided in Sections 6(a)(iv) and 12, options granted under the Plan may be exercised from time to time over the period stated in each option in such amounts and at such times as shall be prescribed by the Board of Directors, provided that options shall not be exercised for fractional shares. Unless otherwise determined by the Board of Directors, if an optionee does not exercise an option in any one year with respect to the full number of shares to which the optionee is entitled in that year, the optionee's rights shall be cumulative and the optionee may purchase those shares in any subsequent year during the term of the option.

(iii) Nontransferability. Each Incentive Stock Option and, unless otherwise determined by the Board of Directors, each other option granted under the Plan by its terms shall be nonassignable and nontransferable by the optionee, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the optionee's domicile at the time of death.

(iv) Termination of Employment or Service.

(A) General Rule. Unless otherwise determined by the Board of Directors, in the event an optionee's employment or service with the Company terminates for any reason other than because of physical disability or death as provided in Sections 6(a)(iv)(B) and (C), his or her option may be exercised at any time before the expiration date of the option or the expiration of 30 days after the date of termination, whichever is the shorter period, but only if and to the extent the optionee was entitled to exercise the option at the date of termination.

(B) Termination Because of Total Disability. Unless otherwise determined by the Board of Directors, in the event an optionee's employment or service with the Company terminates because of total disability, his or her option may be exercised at any time before the expiration date of the option or the expiration of 12 months after the date of termination, whichever is the shorter period, but only if and to the extent the optionee was entitled to exercise the option at the date of termination. The term "total disability" means a medically determinable mental or physical impairment that is expected to result in death or has lasted or is expected to last for a continuous period of 12 months or more and that causes the optionee to be unable, in the opinion of the Company and two independent physicians, to perform his or her duties as an employee, director, officer or consultant of the Company and to be engaged in any substantial gainful activity. Total disability shall be deemed to have occurred on the first day after the Company and the two independent physicians have furnished their opinion of total disability to the Company.

(C) Termination Because of Death. Unless otherwise determined by the Board of Directors, in the event of an optionee's death while employed by or providing service to the Company, his or her option may be exercised at any time before the expiration date of the option or the expiration of 12 months after the date of death, whichever is the shorter period, but only if and to the extent the optionee was entitled to exercise the option at the date of death and only by the person or persons to whom the optionee's rights under the option shall pass by the optionee's will or by the laws of descent and distribution of the state or country of domicile at the time of death.

(D) Amendment of Exercise Period Applicable to Termination. The Board of Directors, at the time of grant or, with respect to an option that is not an Incentive Stock Option, at any time thereafter, may extend the 30-day and 12-month exercise periods any length of time not longer than the original expiration date of the option, and may increase

the portion of an option that is exercisable, subject to such terms and conditions as the Board of Directors may determine.

(E) Failure to Exercise Option. To the extent that the option of any deceased optionee or any optionee whose employment or service terminates is not exercised within the applicable period, all further rights to purchase shares pursuant to the option shall cease and terminate.

(v) Purchase of Shares. Unless the Board of Directors determines otherwise, shares may be acquired pursuant to an option granted under the Plan only upon the Company's receipt of written notice from the optionee of the optionee's intention to exercise, specifying the number of shares as to which the optionee desires to exercise the option and the date on which the optionee desires to complete the transaction, and if required in order to comply with the Securities Act of 1933, as amended, containing a representation that it is the optionee's present intention to acquire the shares for investment and not with a view to distribution. Unless the Board of Directors determines otherwise, on or before the date specified for completion of the purchase of shares pursuant to an option, the optionee must have paid the Company the full purchase price of those shares in cash (including, with the consent of the Board of Directors, cash that may be the proceeds of a loan from the Company (provided that, with respect to an Incentive Stock Option, such loan is approved at the time of option grant)) or, with the consent of the Board of Directors, in whole or in part, in

Common Stock of the Company valued at fair market value, restricted stock, performance units or other contingent awards denominated in either stock or cash, promissory notes and other forms of consideration. The fair market value of Common Stock provided in payment of the purchase price shall be the closing price of the Common Stock as reported in The Wall Street Journal on the last trading day before the date the option is exercised if the Common Stock is publicly traded, or such other reported value of the Common Stock as shall be specified by the Board of Directors. No shares shall be issued until full payment for the shares has been made. With the consent of the Board of Directors (which, in the case of an Incentive Stock Option, shall be given only at the time of grant), an optionee may request the Company to apply automatically the shares to be received upon the exercise of a portion of a stock option (even though stock certificates have not yet been issued) to satisfy the purchase price for additional portions of the option. Each optionee who has exercised an option shall, immediately upon notification of the amount due, if any, pay to the Company in cash amounts necessary to satisfy any applicable federal, state and local tax withholding requirements. If additional withholding is or becomes required beyond any amount deposited before delivery of the certificates, the optionee shall pay such amount to the Company on demand. If the optionee fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the optionee, including salary, subject to applicable law. With the consent of the Board of Directors an optionee may satisfy this obligation, in whole or in part, by having the Company

withhold from the shares to be issued upon exercise that number of shares that would satisfy the withholding amount due or by delivering to the Company Common Stock to satisfy the withholding amount. Upon the exercise of an option, the number of shares reserved for issuance under the Plan shall be reduced by the number of shares issued upon exercise of the option.

(b) Incentive Stock Options. Incentive Stock Options shall be subject to the following additional terms and conditions:

(i) Limitation on Amount of Grants. If the aggregate fair market value of stock (determined as of the date the option with respect to such stock is granted) with respect to which Incentive Stock Options granted under this Plan (and any other stock incentive plan of the Company or its parent or subsidiary corporations) are exercisable for the first time by an employee during any calendar year exceeds $100,000, the portion of the option or options not exceeding $100,000 will be treated as an Incentive Stock Option and the portion of the option exceeding $100,000 will be treated as a Non-Statutory Stock Option. The preceding sentence will be applied by taking options into account in the order in which they were granted. The Company may designate stock that is treated as acquired pursuant to exercise of an option that is in part an Incentive Stock Option and in part a Non-Statutory Stock Option as Incentive Stock Option stock by issuing a separate certificate for that stock and identifying the certificate as Incentive Stock Option stock in its stock records. In the absence of such a designation, each share of stock issued pursuant to exercise of the option will be treated in part as Incentive Stock Option stock and in part as Non-Statutory Stock Option stock.

(ii) Limitations on Grants to 10 Percent Shareholders. An Incentive Stock Option may be granted under the Plan to an employee possessing more than 10 percent of the total combined voting power of all classes of stock of the Company only if the option price is at least 110 percent of the fair market value, as described in Section 6(b)(iv), of the Nonvoting Common Stock subject to the option on the date it is granted and the option by its terms is not exercisable after the expiration of five years from the date it is granted.

(iii) Duration of Options. Subject to Sections 6(a)(ii) and 6(b)(ii), Incentive Stock Options granted under the Plan shall continue in effect for the period fixed by the Board of Directors, except that no Incentive Stock Option shall be exercisable after the expiration of 10 years from the date it is granted.

(iv) Option Price. The option price per share shall be determined by the Board of Directors at the time of grant. Except as provided in

Section 6(b)(ii), the option price shall not be less than 100 percent of the fair market value of the Nonvoting Common Stock covered by the Incentive Stock Option at the date the option is granted. The fair market value shall be deemed to be the closing

price of the Nonvoting Common Stock as reported in The Wall Street Journal on the day before the date the option is granted if the stock is publicly traded, or, if there has been no sale on that date, on the last preceding date on which a sale occurred, or such other value of the Nonvoting Common Stock as shall be specified by the Board of Directors.

(v) Limitation on Time of Grant. No Incentive Stock Option shall be granted on or after the 10th anniversary of the effective date of the Plan.

(vi) Conversion of Incentive Stock Options. The Board of Directors may at any time, without the optionee's consent, convert an Incentive Stock Option to a Non-Statutory Stock Option.

(c) Non-Statutory Stock Options. Non-Statutory Stock Options shall be subject to the following terms and conditions, in addition to those set forth in Section 6(a) above:

(i) Option Price. The option price for Non-Statutory Stock Options shall be determined by the Board of Directors at the time of grant and may be any amount determined by the Board of Directors.

(ii) Duration of Options. Non-Statutory Stock Options granted under the Plan shall continue in effect for the period fixed by the Board of Directors.

7. Stock Bonuses. The Board of Directors may award shares under the Plan as stock bonuses. Shares awarded as a bonus shall be subject to the terms, conditions and restrictions determined by the Board of Directors. The restrictions may include restrictions concerning transferability and forfeiture of the shares awarded, together with such other restrictions as may be determined by the Board of Directors. The Board of Directors may require the recipient to sign an agreement as a condition of the award, but may not require the recipient to pay any monetary consideration other than amounts necessary to satisfy tax withholding requirements. The agreement may contain any terms, conditions, restrictions, representations and warranties required by the Board of Directors. The certificates representing the shares awarded shall bear any legends required by the Board of Directors. The Company may require any recipient of a stock bonus to pay to the Company in cash upon demand amounts necessary to satisfy any applicable federal, state or local tax withholding requirements. If the recipient fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the recipient, including salary, subject to applicable law. With the consent of the Board of Directors, a recipient may deliver Nonvoting Common Stock to the Company to satisfy this withholding obligation. Upon the issuance of a stock bonus, the number of shares reserved for issuance under the Plan shall be reduced by the number of shares issued.

8. Restricted Stock. The Board of Directors may issue shares under the Plan for such consideration (including promissory notes and services) as determined by the Board of Directors. Shares issued under the Plan shall be subject to the terms, conditions and restrictions determined by the Board of Directors. The restrictions may include restrictions concerning transferability, repurchase by the Company and forfeiture of the shares issued, together with such other restrictions as may be determined by the Board of Directors. All Nonvoting Common Stock issued pursuant to this Section 8 shall be subject to a purchase agreement, which shall be executed by the Company and the prospective recipient of the shares before the delivery of certificates representing such shares to the recipient. The purchase agreement may contain any terms, conditions, restrictions, representations and warranties required by the Board of Directors. The certificates representing the shares shall bear any legends required by the Board of Directors. The Company may require any purchaser of restricted stock to pay to the Company in cash upon demand amounts necessary to satisfy any applicable federal, state or local tax withholding requirements. If the purchaser fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the purchaser, including salary,

subject to applicable law. With the consent of the Board of Directors, a purchaser may deliver Nonvoting Common Stock to the Company to satisfy this withholding obligation. Upon the issuance of restricted stock, the number of shares reserved for issuance under the Plan shall be reduced by the number of shares issued.

9. Stock Appreciation Rights.

(a) Grant. Stock appreciation rights may be granted under the Plan by the Board of Directors, subject to such rules, terms and conditions as the Board of Directors may determine.

(b) Exercise.

(i) Each stock appreciation right shall entitle the holder, upon exercise, to receive from the Company in exchange therefor an amount equal in value to the excess of the fair market value on the date of exercise of one share of Nonvoting Common Stock of the Company over its fair market value on the date of grant (or, in the case of a stock appreciation right granted in connection with an option, the excess of the fair market value of one share of Nonvoting Common Stock of the Company over the option price per share under the option to which the stock appreciation right relates), multiplied by the number of shares covered by the stock appreciation right or the option, or portion thereof, that is surrendered. Payment by the Company upon exercise of a stock appreciation right may be made in Nonvoting Common Stock valued at fair market value, in cash or partly in Nonvoting Common Stock and partly in cash, all as determined by the Board of Directors.

(ii) A stock appreciation right shall be exercisable only at the time or times established by the Board of Directors. If a stock appreciation right is granted in connection with an option, the following rules shall apply: (1) the stock appreciation right shall be exercisable only to the extent and on the same conditions that the related option may be exercised; (2) the stock appreciation right shall be exercisable only when the fair market value of the stock exceeds the option price of the related option; (3) the stock appreciation right shall be for no more than 100 percent of the excess of the fair market value of the stock at the time of exercise over the option price; (4) upon exercise of the stock appreciation right, the option or portion thereof to which the stock appreciation right relates terminates; and (5) upon exercise of the option, the related stock appreciation right or portion thereof terminates.

(iii) The Board of Directors may withdraw any stock appreciation right granted under the Plan at any time and may impose any conditions upon the exercise of a stock appreciation right or adopt rules and regulations from time to time affecting the rights of holders of stock appreciation rights. Such rules and regulations may govern the right to exercise stock appreciation rights granted before adoption or amendment of such rules and regulations, as well as stock appreciation rights granted thereafter.

(iv) For purposes of this Section 9, the fair market value of the Nonvoting Common Stock shall be determined as of the date the stock appreciation right is exercised, under the methods set forth in Section 6(b)(iv).

(v) No fractional shares shall be issued upon exercise of a stock appreciation right. In lieu thereof, cash may be paid in an amount equal to the value of the fraction or, if the Board of Directors shall determine, the number of shares may be rounded downward to the next whole share.

(vi) Each stock appreciation right granted in connection with an Incentive Stock Option, and unless otherwise determined by the Board of Directors, each other stock appreciation right granted under the Plan by its terms shall be nonassignable and nontransferable by the holder, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the holder's domicile at the time of death, and each stock appreciation right by its terms shall be exercisable during the holder's lifetime only by the holder.

(vii) Each participant who has exercised a stock appreciation right shall, upon notification of the amount due, pay to the Company in

cash amounts necessary to satisfy any applicable federal, state and local tax withholding requirements. If the participant fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the participant, including salary, subject to applicable law. With the consent of the

Board of Directors, a participant may satisfy this obligation, in whole or in part, by having the Company withhold from any shares to be issued upon exercise that number of shares that would satisfy the withholding amount due or by delivering Nonvoting Common Stock to the Company to satisfy the withholding amount.

(viii) Upon the exercise of a stock appreciation right for shares, the number of shares reserved for issuance under the Plan shall be reduced by the number of shares issued. Cash payments of stock appreciation rights shall not reduce the number of shares of Nonvoting Common Stock reserved for issuance under the Plan.

10. Cash Bonus Rights.

(a) Grant. The Board of Directors may grant cash bonus rights under the Plan in connection with (i) options granted or previously granted, (ii) stock appreciation rights granted or previously granted, (iii) stock bonuses awarded or previously awarded and (iv) shares sold or previously sold under the Plan. Cash bonus rights will be subject to such rules, terms and conditions as the Board of Directors may determine. Unless otherwise determined by the Board of Directors, each cash bonus right granted under the Plan by its terms shall be nonassignable and nontransferable by the holder, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the holder's domicile at the time of death. The payment of a cash bonus shall not reduce the number of shares of Nonvoting Common Stock reserved for issuance under the Plan.

(b) Cash Bonus Rights in Connection With Options. A cash bonus right granted in connection with an option will entitle an optionee to a cash bonus when the related option is exercised (or terminates in connection with the exercise of a stock appreciation right related to the option) in whole or in part if, in the sole discretion of the Board of Directors, the bonus right will result in a tax deduction that the Company has sufficient taxable income to use. If an optionee purchases shares upon exercise of an option and does not exercise a related stock appreciation right, the amount of the bonus, if any, shall be determined by multiplying the excess of the total fair market value of the shares to be acquired upon exercise over the total option price for the shares by the applicable bonus percentage. If the optionee exercises a related stock appreciation right in connection with the termination of an option, the amount of the bonus, if any, shall be determined by multiplying the total fair market value of the shares and cash received pursuant to the exercise of the stock appreciation right by the applicable bonus percentage. The bonus percentage applicable to a bonus right, including a previously granted bonus right, may be changed from time to time at the sole discretion of the Board of Directors but shall in no event exceed 75 percent.

(c) Cash Bonus Rights in Connection With Stock Bonus. A cash bonus right granted in connection with a stock bonus will entitle the recipient to a cash bonus payable when the stock bonus is awarded or restrictions, if any, to which the stock is

subject lapse. If bonus stock awarded is subject to restrictions and is repurchased by the Company or forfeited by the holder, the cash bonus right granted in connection with the stock bonus shall terminate and may not be exercised. The amount and timing of payment of a cash bonus shall be determined by the Board of Directors.

(d) Cash Bonus Rights in Connection With Stock Purchases. A cash bonus right granted in connection with the purchase of stock pursuant to Section 8 will entitle the recipient to a cash bonus when the shares are purchased or restrictions, if any, to which the stock is subject lapse. Any cash bonus right granted in connection with shares purchased pursuant to Section 8 shall terminate and may not be exercised in the event the shares are repurchased by the Company or forfeited by the holder pursuant to applicable restrictions. The amount of any cash bonus to be awarded and timing of payment of a cash bonus

shall be determined by the Board of Directors.

(e) Taxes. The Company shall withhold from any cash bonus paid pursuant to this Section 10 the amount necessary to satisfy any applicable federal, state and local withholding requirements.

11. Performance Units. The Board of Directors may grant performance units consisting of monetary units which may be earned in whole or in part if the Company achieves certain goals established by the Board of Directors over a designated period of time, but not in any event more than 10 years. The goals established by the Board of Directors may include earnings per share, return on shareholders' equity, return on invested capital and such other goals as the Board of Directors may establish. In the event that the minimum performance goal established by the Board of Directors is not achieved at the conclusion of a period, no payment shall be made to the participants. In the event the maximum corporate goal is achieved, 100 percent of the monetary value of the performance units shall be paid to or vested in the participants. Partial achievement of the maximum goal may result in a payment or vesting corresponding to the degree of achievement as determined by the Board of Directors. Payment of an award earned may be in cash or in Nonvoting Common Stock or a combination of both, and may be made when earned, or vested and deferred, as the Board of Directors determines. Deferred awards shall earn interest on the terms and at a rate determined by the Board of Directors. Unless otherwise determined by the Board of Directors, each performance unit granted under the Plan by its terms shall be nonassignable and nontransferable by the holder, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the holder's domicile at the time of death. Each participant who has been awarded a performance unit shall, upon notification of the amount due, pay to the Company in cash amounts necessary to satisfy any applicable federal, state and local tax withholding requirements. If the participant fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the participant, including salary, subject to applicable law. With the consent of the Board of Directors a participant may satisfy this obligation, in whole or in part, by having the Company withhold from any shares to be issued that number of shares that would satisfy the withholding amount due or by delivering Nonvoting Common Stock

to the Company to satisfy the withholding amount. The payment of a performance unit in cash shall not reduce the number of shares of Nonvoting Common Stock reserved for issuance under the Plan. The number of shares reserved for issuance under the Plan shall be reduced by the number of shares issued upon payment of an award.

12. Changes in Capital Structure.

(a) Stock Splits; Stock Dividends. If the outstanding Nonvoting Common Stock of the Company is hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any stock split, combination of shares, dividend payable in shares, recapitalization or reclassification, appropriate adjustment shall be made by the Board of Directors in the number and kind of shares available for grants under the Plan. In addition, the Board of Directors shall make appropriate adjustment in the number and kind of shares as to which outstanding options, or portions thereof then unexercised, shall be exercisable, so that the optionee's proportionate interest before and after the occurrence of the event is maintained. Notwithstanding the foregoing, the Board of Directors shall have no obligation to effect any adjustment that would or might result in the issuance of fractional shares, and any fractional shares resulting from any adjustment may be disregarded or provided for in any manner determined by the Board of Directors. Any such adjustments made by the Board of Directors shall be conclusive.

(b) Mergers, Reorganizations, Etc. In the event of a merger, consolidation, plan of exchange, acquisition of property or stock, separation, reorganization or liquidation to which the Company is a party or a sale of all or substantially all of the Company's assets (each, a "Transaction"), the Board of Directors shall, in its sole discretion and to the extent possible under the structure of the Transaction, select one of the following alternatives for treating outstanding options under the Plan:

(i) Outstanding options shall remain in effect in accordance with their terms.

(ii) Outstanding options shall be converted into options to purchase stock in the corporation that is the surviving or acquiring corporation in the Transaction. The amount, type of securities subject thereto and exercise price of the converted options shall be determined by the Board of Directors of the Company, taking into account the relative values of the companies involved in the Transaction and the exchange rate, if any, used in determining shares of the surviving corporation to be issued to holders of shares of the Company. Unless otherwise determined by the Board of Directors, the converted options shall be vested only to the extent that the vesting requirements relating to options granted hereunder have been satisfied.

(iii) The Board of Directors shall provide a 30-day period before the consummation of the Transaction during which outstanding options may be exercised to the extent then exercisable, and upon the expiration of that 30-day period, all unexercised options shall immediately terminate. The Board of Directors may, in its sole discretion, accelerate the exercisability of options so that they are exercisable in full during that 30-day period.

(c) Dissolution of the Company. In the event of the dissolution of the Company, options shall be treated in accordance with Section 12(b)(iii).

(d) Rights Issued by Another Corporation. The Board of Directors may also grant options, stock appreciation rights, performance units, stock bonuses and cash bonuses and issue restricted stock under the Plan having terms, conditions and provisions that vary from those specified in this Plan, provided that any such awards are granted in substitution for, or in connection with the assumption of, existing options, stock appreciation rights, stock bonuses, cash bonuses, restricted stock and performance units granted, awarded or issued by another corporation and assumed or otherwise agreed to be provided for by the Company pursuant to or by reason of a Transaction.

13. Amendment of Plan. The Board of Directors may at any time, and from time to time, modify or amend the Plan in such respects as it shall deem advisable because of changes in the law while the Plan is in effect or for any other reason. Except as provided in Sections 6(a)(iv), 9, 10 and 12, however, no change in an award already granted shall be made without the written consent of the holder of such award.

14. Approvals. The Company's obligations under the Plan are subject to the approval of state and federal authorities or agencies with jurisdiction in the matter. The Company will use its best efforts to take steps required by state or federal law or applicable regulations, including rules and regulations of the Securities and Exchange Commission and any stock exchange on which the Company's shares may then be listed, in connection with the grants under the Plan. The foregoing notwithstanding, the Company shall not be obligated to issue or deliver Nonvoting Common Stock under the Plan if such issuance or delivery would violate applicable state or federal securities laws.

15. Employment and Service Rights. Nothing in the Plan or any award pursuant to the Plan shall (i) confer upon any employee any right to be continued in the employment of the Company or interfere in any way with the Company's right to terminate such employee's employment at any time, for any reason, with or without cause, or to decrease such employee's compensation or benefits, or (ii) confer upon any person engaged by the Company any right to be retained or employed by the Company or to the continuation, extension, renewal or modification of any compensation, contract or arrangement with or by the Company.

16. Rights as a Shareholder. The recipient of any award under the Plan shall have no rights as a shareholder with respect to any Nonvoting Common Stock until the

date of issue to the recipient of a stock certificate for those shares. Except as otherwise expressly provided in the Plan, no adjustment shall be made for dividends or other rights for which the record date occurs before the date such stock certificate is issued.

Adopted: March 12, 1997

COLUMBIA SPORTSWEAR COMPANY
STOCK OPTION AGREEMENT

Incentive Stock Option

This STOCK OPTION AGREEMENT is made between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation (the "Company"), and ___________________ (the "Optionee"), pursuant to the Company's 1997 Stock Incentive Plan (the "Plan"). The Company and the Optionee agree as follows:

1. Option Grant. The Company hereby grants to the Optionee on the terms and conditions of this Agreement the right and the option (the "Option") to purchase all or any part of ____ shares of the Company's Nonvoting Common Stock at a purchase price of $_____ per share. The terms and conditions of the Option grant set forth in the attached Exhibit A are hereby incorporated into and made a part of this Agreement. The Option is intended to be an Incentive Stock Option, as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Grant Date. The Grant Date for this Option is ___________. The Option shall continue in effect until the date ten years after the Grant Date (the "Expiration Date") unless earlier terminated as provided in Sections 1 or 4 of Exhibit A.

3. Exercise of Option. The Option shall not be exercisable with regard to any shares of Nonvoting Common Stock until the earlier of (a) two months after the Company or an "Affiliated Entity" has completed its initial firm underwritten public offering of stock registered with the Securities and Exchange Commission (the "Initial Public Offering"), or (b) the ninth anniversary of the Grant Date. The Initial Public Offering and the ninth anniversary of the grant date are each an "Exercise Event." Subject to the occurrence of an Exercise Event, the Option shall become exercisable ratably over a period of 60 months from the Grant Date. The term "Affiliated Entity" includes only an entity controlled by or under common control with the Company but only if (i) all or substantially all assets of the Company have been transferred to such entity or (ii) the Company's nonvoting common stock is convertible into or exchangeable for securities of such entity.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date written above.

COLUMBIA SPORTSWEAR COMPANY   OPTIONEE

By:
-------------------------------   --------------------------------------
[signature]

Title:
-----------------------------   --------------------------------------
[print name]

[address]

COLUMBIA SPORTSWEAR COMPANY
EXHIBIT A TO STOCK OPTION AGREEMENT

1. Termination of Service.

1.1 Unless otherwise determined by the Board of Directors of the Company, if the Optionee's employment by or service with the Company terminates for any reason other than because of total disability or death, the Option may be exercised at any time prior to the Expiration Date or the expiration of 30 days after the date of the termination, whichever is the shorter period, but only if and to the extent the Optionee was entitled to exercise the Option at the date of termination.

1.2 If the Optionee's employment by or service with the Company terminates because of death or total disability (as defined in Section

6(a)(iv)(B) and (C) of the Plan), the Option may be exercised at any time prior to the Expiration Date or the expiration of 12 months after the date of termination, whichever is the shorter period, but only if and to the extent the Optionee was entitled to exercise the Option at the date of termination. If the Optionee's employment or service is terminated by death, the Option shall be exercisable only by the person or persons to whom the Optionee's rights under the Option pass by the Optionee's will or by the laws of descent and distribution of the state or country of the Optionee's domicile at the time of death.

2. Method of Exercise of Option.

2.1 Unless the Board of Directors determines otherwise, to exercise the Option, the Optionee must give written notice to the Company stating the Optionee's intention to exercise, specifying the number of shares as to which the Optionee desires to exercise the Option and the date on which the Optionee desires to complete the transaction. Unless the Board of Directors determines otherwise, on or before the date specified for completion of the purchase of shares pursuant to the Option, the Optionee must pay the Company the full purchase price of such shares in cash or, in whole or in part, in Nonvoting Common Stock of the Company valued at fair market value. No shares shall be issued until full payment for the shares has been made.

2.2 After exercise of all or a part of the Option, the Optionee shall immediately upon notification of the amount due, if any, pay to the Company in cash the amount necessary to satisfy any applicable federal, state and local tax withholding requirements. If additional withholding is or becomes required beyond any amount deposited before delivery of the certificates for the Option shares, the Optionee shall pay such amount to the Company on demand. If the Optionee fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the Optionee, including salary or compensation, subject to applicable law.

3. Nontransferability of Option. The Option may not be assigned or transferred by the Optionee, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the Optionee's domicile at the time of death.

4. Changes in Capital Structure.

4.1 Stock Splits; Stock Dividends. If the outstanding Nonvoting Common Stock of the Company is hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any stock split, combination of shares or dividend payable in shares, recapitalization or reclassification, appropriate adjustment shall be made by the Board of Directors in the number and kind of shares as to which the Option, or portions thereof then unexercised, shall be exercisable. Adjustments shall be made without change in the total price applicable to the unexercised portion of the Option and with a corresponding adjustment in the Option price per share and shall neither (i) make the ratio, immediately after the event, of the Option price per share to the fair market value per share more favorable to the Optionee than that ratio immediately before the event nor (ii) make the aggregate spread, immediately after the event, between the fair market value of shares as to which the Option is exercisable and the Option price of such shares more favorable to the Optionee than that aggregate spread immediately before the event. The Board of Directors shall have no obligation to effect any adjustment that would or might result in the issuance of fractional shares, and any fractional shares resulting from any adjustment may be disregarded or provided for in any manner determined by the Board of Directors. Any such adjustments made by the Board of Directors shall be conclusive.

4.2 Mergers, Reorganizations, Etc. In the event of a merger, consolidation or plan of exchange to which the Company is a party or a sale of all or substantially all of the Company's assets (each, a "Transaction"), the Board of Directors shall, in its sole discretion and to the extent possible under the structure of the Transaction, select one of the following alternatives for treating the Option:

4.2-1 The Option shall remain in effect in accordance with its terms.

4.2-2 The Option shall be converted into an option to purchase

stock in the corporation that is the surviving or acquiring corporation in the Transaction. The amount, type of securities subject thereto and exercise price of the converted option shall be determined by the Board of Directors of the Company, taking into account the relative values of the companies involved in the Transaction and the exchange rate, if any, used in determining shares of the surviving corporation to be issued to holders of shares of the Company. Conversions shall be made without change in the total price applicable to the unexercised portion of the Option and with a corresponding adjustment in the Option price per share and shall neither (i) make the ratio, immediately after the event, of the Option price per share to the fair market value per share more favorable to the Optionee than that ratio immediately before the event nor (ii) make the aggregate spread, immediately after the event, between the fair market value of shares as to which the Option is exercisable and the Option price of such shares more favorable to the Optionee than that aggregate spread immediately before the event. Unless otherwise determined by the Board of Directors, the converted

option shall be exercisable only to the extent that the exercisability requirements relating to the Option have been satisfied.

4.2-3 The Board of Directors shall provide a 30-day period before the consummation of the Transaction during which the Option may be exercised to the extent then exercisable, and, upon the expiration of such 30-day period, the Option shall immediately terminate to the extent not exercised. The Board of Directors may, in its sole discretion, accelerate the exercisability of the Option so that it is exercisable in full during such 30-day period.

4.3 Dissolution of the Company. In the event of the dissolution of the Company, options shall be treated in accordance with Section 4.2-3.

5. Conditions on Obligations. The Company shall not be obligated to issue shares of Nonvoting Common Stock upon exercise of the Option if the Company is advised by its legal counsel that such issuance would violate applicable state or federal laws, including securities laws. The Company will use its best efforts to take steps required by state or federal law or applicable regulations in connection with issuance of shares upon exercise of the Option.

6. Withholding. Upon notification of the amount due, if any, and prior to or concurrently with delivery of the certificates representing the shares for which the Option was exercised, Optionee shall pay to the Company amounts necessary to satisfy any applicable federal, state, and local withholding tax requirements. If additional withholding becomes required beyond any amount deposited before delivery of the certificates, Optionee shall pay such amount to the Company on demand. If Optionee fails to pay any amount demanded, the Company shall have the right to withhold that amount from other amounts payable by the Company to Optionee, including salary, subject to applicable law.

7. Successors of Company. This Agreement shall be binding upon and shall inure to the benefit of any successor of the Company but, except as provided herein, the Option may not be assigned or otherwise transferred by the Optionee.

8. Notices. Any notices under this Agreement must be in writing and will be effective when actually delivered or, if mailed, three days after deposit into the United States mails by registered or certified mail, postage prepaid. Mail shall be directed to the addresses stated on the face page of this Agreement or to such address as a party may certify by notice to the other party.

9. No Right to Employment or Service. Nothing in the Plan or this Agreement shall (i) confer upon the Optionee any right to be employed or to continue in the employment of or service to the Company; (ii) interfere in any way with the right of the Company to terminate the Optionee's employment or service with the Company at any time for any reason, with or without cause, or to decrease the Optionee's compensation or benefits; or (iii) confer upon the Optionee any right to continuation, extension, renewal, or modification of any compensation, contract or arrangement with or by the Company.

10. Tax Status; Restriction on Exercise or Transfer. If the Company is an S corporation for federal tax purposes at the time the Optionee or the Optionee's successor in interest exercises the Option, the Optionee or the Optionee's successor in interest shall execute a stock transfer restriction agreement prior to or concurrent with exercise of the Option in a form approved by the Company's Board of Directors. The stock transfer restriction agreement will include only those restrictions that the Board of Directors, in its sole discretion, deems necessary or desirable to preserve the status of the Company. For so long as the Company is an S corporation for federal tax purposes, the Option shall be exercisable by the Optionee or succcessor in interest only if the Optionee or successor in interest, as the case may be, is eligible to be a shareholder of the Company without terminating the Company's S corporation election.

COLUMBIA SPORTSWEAR COMPANY
STOCK OPTION AGREEMENT

Non-Statutory Stock Option

This STOCK OPTION AGREEMENT is made between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation (the "Company"), and ___________________ (the "Optionee"), pursuant to the Company's 1997 Stock Incentive Plan (the "Plan"). The Company and the Optionee agree as follows:

1. Option Grant. The Company hereby grants to the Optionee on the terms and conditions of this Agreement the right and the option (the "Option") to purchase all or any part of ____ shares of the Company's Nonvoting Common Stock at a purchase price of $_____ per share. The terms and conditions of the Option grant set forth in the attached Exhibit A are hereby incorporated into and made a part of this Agreement. The Option is not intended to be an Incentive Stock Option, as defined in Section 422A of the Internal Revenue Code of 1986, as amended (the "Code"), and therefore is a Non-Statutory Stock Option.

2. Grant Date. The Grant Date for this Option is ___________. The Option shall continue in effect until the date ten years after the Grant Date (the "Expiration Date") unless earlier terminated as provided in Sections 1 or 4 of Exhibit A.

3. Exercise of Option. The Option shall not be exercisable with regard to any shares of Nonvoting Common Stock until the earlier of (a) two months after the Company or an "Affiliated Entity" has completed its initial firm underwritten public offering of stock registered with the Securities and Exchange Commission (the "Initial Public Offering"), or (b) the ninth anniversary of the Grant Date. The Initial Public Offering and the ninth anniversary of the grant date are each an "Exercise Event." Subject to the occurrence of an Exercise Event, the Option shall become exercisable ratably over a period of 60 months from the Grant Date. The term "Affiliated Entity" includes only an entity controlled by or under common control with the Company and (i) into which substantially all of the assets of the Company have been transferred, or (ii) whose securities are convertible into, or exchangeable for, shares of Company Nonvoting Common Stock.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date written above.

COLUMBIA SPORTSWEAR COMPANY OPTIONEE

By:
-------------------------------- --------------------------------------
Title: [signature]

[print name]

[address]

COLUMBIA SPORTSWEAR COMPANY
EXHIBIT A TO STOCK OPTION AGREEMENT

1. Termination of Service.

1.1 Unless otherwise determined by the Board of Directors of the Company, if the Optionee's employment by or service with the Company terminates for any reason other than because of total disability or death, the Option may be exercised at any time prior to the Expiration Date or the expiration of 30 days after the date of the termination, whichever is the shorter period, but only if and to the extent the Optionee was entitled to exercise the Option at the date of termination.

1.2 If the Optionee's employment by or service with the Company terminates because of death or total disability (as defined in Section 6(a)(iv)(B) and (C) of the Plan), the Option may be exercised at any time prior to the Expiration Date or the expiration of 12 months after the date of

termination, whichever is the shorter period, but only if and to the extent the Optionee was entitled to exercise the Option at the date of termination. If the Optionee's employment or service is terminated by death, the Option shall be exercisable only by the person or persons to whom the Optionee's rights under the Option pass by the Optionee's will or by the laws of descent and distribution of the state or country of the Optionee's domicile at the time of death.

2. Method of Exercise of Option.

2.1 Unless the Board of Directors determines otherwise, to exercise the Option, the Optionee must give written notice to the Company stating the Optionee's intention to exercise, specifying the number of shares as to which the Optionee desires to exercise the Option and the date on which the Optionee desires to complete the transaction. Unless the Board of Directors determines otherwise, on or before the date specified for completion of the purchase of shares pursuant to the Option, the Optionee must pay the Company the full purchase price of such shares in cash or, in whole or in part, in Nonvoting Common Stock of the Company valued at fair market value. No shares shall be issued until full payment for the shares has been made.

2.2 After exercise of all or a part of the Option, the Optionee shall immediately upon notification of the amount due, if any, pay to the Company in cash the amount necessary to satisfy any applicable federal, state and local tax withholding requirements. If additional withholding is or becomes required beyond any amount deposited before delivery of the certificates for the Option shares, the Optionee shall pay such amount to the Company on demand. If the Optionee fails to pay the amount demanded, the Company may withhold that amount from other amounts payable by the Company to the Optionee, including salary or compensation, subject to applicable law.

3. Nontransferability of Option. The Option may not be assigned or transferred by the Optionee, either voluntarily or by operation of law, except by will or by the laws of descent and distribution of the state or country of the Optionee's domicile at the time of death.

4. Changes in Capital Structure.

4.1 Stock Splits; Stock Dividends. If the outstanding Nonvoting Common Stock of the Company is hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any stock split, combination of shares or dividend payable in shares, recapitalization or reclassification, appropriate adjustment shall be made by the Board of Directors in the number and kind of shares as to which the Option, or portions thereof then unexercised, shall be exercisable. Adjustments shall be made without change in the total price applicable to the unexercised portion of the Option and with a corresponding adjustment in the Option price per share and shall neither (i) make the ratio, immediately after the event, of the Option price per share to the fair market value per share more favorable to the Optionee than that ratio immediately before the event nor (ii) make the aggregate spread, immediately after the event, between the fair market value of shares as to which the Option is exercisable and the Option price of such shares more favorable to the Optionee than that aggregate spread immediately before the event. The Board of Directors shall have no obligation to effect any adjustment that would or might result in the issuance of fractional shares, and any fractional shares resulting from any adjustment may be disregarded or provided for in any manner determined by the Board of Directors. Any such adjustments made by the Board of Directors shall be conclusive.

4.2 Mergers, Reorganizations, Etc. In the event of a merger, consolidation or plan of exchange to which the Company is a party or a sale of all or substantially all of the Company's assets (each, a "Transaction"), the Board of Directors shall, in its sole discretion and to the extent possible under the structure of the Transaction, select one of the following alternatives for treating the Option:

4.2-1 The Option shall remain in effect in accordance with its terms.

4.2-2 The Option shall be converted into an option to purchase stock in the corporation that is the surviving or acquiring corporation in the Transaction. The amount, type of securities subject thereto and

exercise price of the converted option shall be determined by the Board of Directors of the Company, taking into account the relative values of the companies involved in the Transaction and the exchange rate, if any, used in determining shares of the surviving corporation to be issued to holders of shares of the Company. Conversions shall be made without change in the total price applicable to the unexercised portion of the Option and with a corresponding adjustment in the Option price per share and shall neither (i) make the ratio, immediately after the event, of the Option price per share to the fair market value per share more favorable to the Optionee than that ratio immediately before the event nor (ii) make the aggregate spread, immediately after the event, between the fair market value of shares as to which the Option is exercisable and the Option price of such shares more favorable to the Optionee than that aggregate spread immediately before the event. Unless otherwise determined by the Board of Directors, the converted

option shall be exercisable only to the extent that the exercisability requirements relating to the Option have been satisfied.

4.2-3 The Board of Directors shall provide a 30-day period before the consummation of the Transaction during which the Option may be exercised to the extent then exercisable, and, upon the expiration of such 30-day period, the Option shall immediately terminate to the extent not exercised. The Board of Directors may, in its sole discretion, accelerate the exercisability of the Option so that it is exercisable in full during such 30-day period.

4.3 Dissolution of the Company. In the event of the dissolution of the Company, options shall be treated in accordance with Section 4.2-3.

5. Conditions on Obligations. The Company shall not be obligated to issue shares of Nonvoting Common Stock upon exercise of the Option if the Company is advised by its legal counsel that such issuance would violate applicable state or federal laws, including securities laws. The Company will use its best efforts to take steps required by state or federal law or applicable regulations in connection with issuance of shares upon exercise of the Option.

6. Withholding. Upon notification of the amount due, if any, and prior to or concurrently with delivery of the certificates representing the shares for which the Option was exercised, Optionee shall pay to the Company amounts necessary to satisfy any applicable federal, state, and local withholding tax requirements. If additional withholding becomes required beyond any amount deposited before delivery of the certificates, Optionee shall pay such amount to the Company on demand. If Optionee fails to pay any amount demanded, the Company shall have the right to withhold that amount from other amounts payable by the Company to Optionee, including salary, subject to applicable law.

7. Successors of Company. This Agreement shall be binding upon and shall inure to the benefit of any successor of the Company but, except as provided herein, the Option may not be assigned or otherwise transferred by the Optionee.

8. Notices. Any notices under this Agreement must be in writing and will be effective when actually delivered or, if mailed, three days after deposit into the United States mails by registered or certified mail, postage prepaid. Mail shall be directed to the addresses stated on the face page of this Agreement or to such address as a party may certify by notice to the other party.

9. No Right to Employment or Service. Nothing in the Plan or this Agreement shall (i) confer upon the Optionee any right to be employed or to continue in the employment of or service to the Company; (ii) interfere in any way with the right of the Company to terminate the Optionee's employment or service with the Company at any time for any reason, with or without cause, or to decrease the Optionee's compensation or benefits; or (iii) confer upon the Optionee any right to continuation, extension, renewal, or modification of any compensation, contract or arrangement with or by the Company.

10. Tax Status; Restriction on Exercise or Transfer. If the Company is an S corporation for federal tax purposes at the time the Optionee or the Optionee's

successor in interest exercises the Option, the Optionee or the Optionee's successor in interest shall execute a stock transfer restriction agreement prior to or concurrent with exercise of the Option in a form approved by the Company's Board of Directors. The stock transfer restriction agreement will include only those restrictions that the Board of Directors, in its sole discretion, deems necessary or desirable to preserve the status of the Company. For so long as the Company is an S corporation for federal tax purposes, the Option shall be exercisable by the Optionee or succcessor in interest only if the Optionee or successor in interest, as the case may be, is eligible to be a shareholder of the Company without terminating the Company's S corporation election.

CREDIT AGREEMENT

Dated: September 17 , 1991,

Between: COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), whose address is 6600 N. Baltimore, Portland, Oregon 97283-0239, and

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED ("Bank"), whose address is 900 S.W. Fifth Avenue, P.O. Box 40208, Portland, Oregon 97204-1298.

Recitals

A. Borrower is a manufacturer, importer and seller of sportswear. The chief executive offices of Borrower are located in Portland, Oregon.

B. The parties desire to enter into this credit agreement under which Bank may issue documentary letters of credit for and make loans to Borrower of up to $25 million to finance Borrower's purchase of sportswear from overseas suppliers.

NOW, THEREFORE, for value, the current receipt and reasonable equivalence of which are acknowledged it is agreed:

Article 1--Definitions

1.01 Defined Terms. In addition to the terms defined elsewhere in this agreement:

.01 "Advance" means a loan or payment of money by Bank to or for the account of Borrower under this agreement, including, but not limited to, a payment made to third persons pursuant to a credit issued under this agreement. An "overadvance" is an entirely discretionary loan or payment of money by Bank (including coverage of checks where Borrower's account does not contain sufficient funds for payment of such items) which exceeds the maximum amount of the credit facility or facilities or occurs without a proper advance request being submitted in a timely manner.

.02 "Affiliate" means any person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another person through the ownership of equity securities or beneficial interests, relationship, control, management of property or otherwise.

.03 "Banking day" means that part of any day when Bank is open to the public in Portland, Oregon, for carrying on substantially all of its banking functions.

.04 "Contract" means indenture, agreement, contract, lease, instrument and like document.

.05 "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, or the use or disposition of that person's-property, whether through the ownership of voting securities, beneficial interests, contract or otherwise.

.06 "Credit" means a documentary letter of credit issued by Bank to the beneficiary upon the request of Borrower under this agreement.

.07 "Debt" means a liability for borrowed money, including trade accounts payable.

.08 "Default rate" means a rate of interest per annum equal to five percent per annum in excess of the prime rate.

.09 "Documentary draft" means a sight draft accompanied by the documents specified in the credit.

.10 "Governmental unit" means the United States, any foreign state or nation, or any state, commonwealth, district, territory, agency, department,

subdivision, court, tribunal or other instrumentality thereof.

.11 "Incipient default" means a default under this agreement but for the giving of notice or the passage of time, including any applicable cure period.

.12 "Insolvent" means a financial condition such that either the person's total liabilities are greater than the fair market value of all of the person's property or the person is unable to pay its liabilities in the ordinary course of business as they become due.

.13 "Insolvency proceeding" means an assignment for the benefit of creditors or other proceedings intended to liquidate or rehabilitate the estate of the person involved, including, but not limited to, state court receiverships involving all or substantially all of a person's property and liquidation and reorganization proceedings under the Bankruptcy Code of the United States.

.14 "Law" means an ordinance, statute, rule, regulation, order, permit, approval, injunction, writ or decree of any federal, state or local governmental unit as they now exist or may hereafter be amended. Without thereby limiting the generality of the foregoing, the following are laws: the Internal Revenue Code of 1986 ("IRC"), the Employee Retirement Income Security Act of 1974 ("ERISA"), the Fair Labor Standards Act ("FLSA") and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA").

.15 "Liability" means an obligation for the payment of money whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured or unsecured.

.16 "Lien" means a charge against or an interest in property to secure payment of a liability or performance of an obligation, including a lien obtained by contract, such as a mortgage, trust deed and security interest, judgment, levy, sequestration or other legal or equitable process or proceeding.

.17 "Material" means that which in reasonable and objective contemplation will or realistically might affect the business or property of a person, or the person's creditworthiness as to such business or property in a significant manner.

.18 "Obligation" means a duty imposed on a person by law, promise, contract or otherwise.

.19 "Organization" means a corporation, business trust, estate, trust, partnership or association, two or more persons, having a joint or common interest, or any other legal or commercial entity.

.20 "Overseas" means with respect to a person, a person who is not located, incorporated or residing in the United States.

.21 "Person" means an individual, an organization or a governmental unit.

.22 "Prime rate" means for any day the base or reference rate of interest per annum (based on the actual number of days over an annual period of 365/366 days) which is publicly announced by Marine Midland Bank, N.A., at its principal New York City office as its prime rate. Use of the term "prime rate" is only for convenient reference and is not an express or implied representation as to the lowest or best rate of interest which may be available to Bank's most creditworthy commercial customers. The rate payable by Borrower will fluctuate contemporaneously with and to the full extent of any changes in Marine Midland Bank's publicly-announced prime rate.

.23 "Subsidiary" means an affiliate of a person which is controlled by that person directly or indirectly through one or more intermediaries.

1.02 Additional Definition Sources.

.01 Accounting terms not specifically defined in this agreement shall be defined or interpreted, and all accounting procedures performed and statements prepared in accordance with generally accepted accounting principles and practices consistently applied ("GAAP").

.02 Legal terms not specifically defined in this agreement shall be defined, if and to the extent necessary, in accordance with the definitions provided by the Uniform Commercial Code as enacted in Oregon (the "UCC"), the Bankruptcy Code of the United States (the "Code"), and the Uniform Customs and Practice for Documentary Credits/1983 Revision as published by the International Chamber of Commerce ("ICC") in ICC Publication 400 (the "UCP") before resorting to any other reference.

.03 In this agreement, all dollar amounts refer to U.S. dollars and are payable in U.S. currency unless otherwise required or permitted.

.04 In this agreement, the singular includes the plural and vice versa and the masculine includes the feminine and neuter and vice versa.

Article 2--Representations and Warranties

2.01 Borrower Representations and Warranties. Borrower represents and warrants (and each time that Borrower requests an advance or credit will be deemed to again represent and warrant) that:

.01 Borrower has been duly formed and organized in accordance with applicable law and is duly qualified to transact business as a foreign corporation in all states and countries where such qualification is necessary for the proper conduct of its business or the ownership of property.

.02 The execution, delivery and performance of Borrower's obligations under this agreement has been duly authorized by Borrower's board of directors and, if legally required by law or its governance documents (articles bylaws and like documents), by its shareholders.

.03 This agreement has been duly executed and delivered to Bank by a representative of Borrower who has been duly authorized to perform such acts.

.04 This agreement is the legally valid and binding obligation of Borrower enforceable against Borrower and third persons in accordance with its terms.

.05 The execution, delivery and performance by Borrower of this agreement do not violate any law applicable to it or constitute a default or breach of any contract to which Borrower is a party or its property is bound.

.06 There is no litigation, prosecution, investigation or other proceeding of any nature whatsoever (specifically including those related to environmental matters) now pending or, to the knowledge of Borrower, threatened involving Borrower or its

business or property which is material except for the U.S. Customs matter which has been disclosed to Bank.

.07 The financial statements provided by Borrower to Bank accurately present the financial condition and operating results of Borrower as of the date of such statements.

.08 Borrower is not in default in the performance of any material obligation to any third person except for those obligations being contested by Borrower in good faith, by appropriate means and with an adequate reserve be maintained for payment in the event of an adverse outcome.

.09 Borrower is in compliance with all applicable laws, the noncompliance of which would be material to Borrower's financial condition, business or property, specifically including, but not limited to, the FLSA, the IRC, ERISA, CERCLA and all other laws and regulations relating to the release, storage, handling, remediation and removal of hazardous or toxic substances, wastes, pollutants and contaminants, petroleum and natural gas products, polychlorinated biphenyls and asbestos.

.10 Borrower has filed all federal and state tax returns required by law to be filed and has paid all taxes and similar government impositions when due except for those taxes and impositions being contested by the Borrower in good faith, by appropriate means and with an adequate reserve be maintained for payment in the event of an adverse outcome.

.11 Borrower is not insolvent or the subject of any insolvency proceeding. There has been no material adverse change in the business, financial condition or property of Borrower since the date of the last financial statements provided to Bank by Borrower.

Article 3--Conditions Precedent

3.01 Conditions Precedent to First Advance or Credit. The following are conditions precedent to issuance of the first credit by Bank under this agreement.

0.1 Execution by Borrower of a counterpart of this agreement and delivery thereof to Bank.

0.2 Delivery to Bank of true copies of the articles of incorporation and bylaws, including all amendments and restatements, of Borrower.

0.3 Delivery to Bank of a certificate of existence of Borrower issued by the Oregon Corporations Division within 30 days before this agreement is executed and delivered by Borrower.

0.4 Delivery to Bank of copies of the resolutions of Borrower's board of directors (a) authorizing Borrower to enter

into and to perform its obligations under this agreement, (b) specifying the officer or officers who are authorized and directed to sign this agreement and application for credits on behalf of Borrower and (c) specifying the officer(s) and employee(s) who are authorized to apply for credits, waive non-conformity of drafts and/or documents presented to Bank via telephone or in writing and execute notes on behalf of Borrower.

0.5 Delivery to Bank of certificates or policies of the insurance required under this agreement.

3.02 Conditions Precedent to Subsequent Advances and Credits. In addition to satisfaction of the foregoing conditions precedent, the following are conditions precedent to issuance of any credit by Bank and to any advance by Bank:

.01 There is no default or incipient default by Borrower under this agreement.

.02 All representations and warranties stated above continue to be true and correct in all material respects.

Article 4--Credit Facilities

4.01 Documentary Credits.

.01 Upon satisfaction of the conditions precedent and subject to the terms of this agreement, Bank may, at its sole discretion, issue one or more documentary credits to such beneficiaries, in such face amounts and upon such terms as may be specified by Borrower in applications for such credits which are submitted to Bank from time to time on or before May 1, 1992 (the "maturity date") provided that (a) the aggregate of the face amount of all such credits and all advances and overadvances to Borrower outstanding at any one time, including the credit being applied for, does not exceed $25 million, (b) such credits have been and are being used solely and exclusively for purchase of sportswear from overseas suppliers, (c) the expiration date of each credit is not more than 365 days after its issuance date, and (d) there is no default or incipient default under this agreement at the time the credit is applied for or issued.

.02 Borrower will apply for each credit in a form prescribed by Bank which will, among other things, specify the amount of the credit, the proposed date of issuance, the expiration date, the terms, the documents which will be conditions to Bank's engagement to honor sight drafts presented with or pursuant to the credit (including in all cases consignment to the shipper with blank endorsement), and the goods to be involved in the transaction. Applications may be submitted electronically or delivered by personal delivery, mail or facsimile machine to Bank in Portland, Oregon, by a person authorized by the board of

directors of Borrower to make such applications. Each time that Borrower applies for a credit, it will be deemed to reaffirm the

continued accuracy and completeness of the representations and warranties of Article 2. With respect to any facsimile transmitted application, Borrower will deliver the manually signed original credit application to Bank within 24 hours of transmission of the facsimile application. Bank will notify Borrower usually within 24 hours if Bank will or will not issue the credit.

.03 Borrower will pay to Bank the following fees: (a) an issuance fee of 1/8 percent (12.5 basis points) of the face amount of the credit (but in no event less than $50) for issuance of a credit or for an amendment which increases the face amount, plus a negotiation fee of 1/8 percent of the face amount of each draft presented (but in no event less than $50), (b) an amendment fee of $35 for amendment or extension of any credit not involving an increase in the face amount, and (c) a handling fee of $40 if the credit is established by telex and a fee equal to all courier charges if the credit is established by courier.

.04 Subject to Borrower's ability to obtain advances under section 4.02, Borrower unconditionally promises and agrees to immediately reimburse Bank on Bank's demand in the full amount of any payment made by Bank on any draft presented to Bank under any credit issued by Bank upon Borrower's application. Unless otherwise approved by Borrower, Bank will only honor conforming documentary drafts. Upon receipt of a conforming documentary draft, Bank may demand that Borrower prepay by wire transfer in immediately available funds the amount to which Bank will be entitled by way of reimbursement upon honoring the draft. In each instance, Bank may require such payment either in U.S. dollars or the currency in which the draft is payable. If any amount is demanded by Bank, but not reimbursed or repaid by Borrower, Borrower will pay interest on such amount at the default rate unless Borrower has obtained an advance from Bank under section 4.02 to fund such reimbursement obligation. Bank shall retain all documents of title and, therefore, entitlement to possession of the goods until reimbursement is received.

4.02 Trust Receipt/Clean Import Advances/Shipping Guaranties.

.01 Upon satisfaction of the conditions precedent and subject to the terms of this agreement, Bank may, at its sole discretion, advance to Borrower from time to time on or before the maturity date amounts up to an aggregate of $15 million to finance Borrower's reimbursement obligations with respect to credits issued under this agreement provided that the aggregate of all such advances, overadvances and the face amount of all outstanding credits does not exceed $25 million.

.02 Borrower will apply for each such advance by delivery to Bank of a note in the form attached hereto as Exhibit A with the proposed amount of the advance indicated as the face (principal) amount and the date of the advance indicated as the date of the note. The note will be manually signed by a person

authorized by the board of directors of Borrower to sign such notes. All such notes will be delivered by personal delivery, mail or facsimile machine to Bank in Portland, Oregon, no later than noon, Portland, Oregon, time, on the banking day of the proposed advance. Each time that Borrower tenders a note, it shall be deemed to reaffirm the continued accuracy and completeness of the representations and warranties of Article 2. With respect to any facsimile transmitted note, the manually signed original of such note will be delivered to Bank within 24 hours of transmission of the facsimile note. Bank will promptly return the note to Borrower if Bank declines to make the advance.

.03 Borrower may also request that Bank issue to shipping organizations a shipping guaranty or letter of indemnity to obtain possession of goods before documents arrive. In the event that Bank issues such a guaranty or indemnity, it will be deemed an advance under section 4.02. As a condition precedent to issuance of any such guaranty or indemnity, Borrower will execute a note in the form of Exhibit A to further evidence Borrower's obligations and will pay an issuance fee of $50 for each such guaranty or indemnity. Borrower agrees to indemnify, defend and hold Bank harmless from and against any loss, liability, claim, demand, damage, cost or expense, including reasonable attorney fees, arising from or related to issuance of the guaranty or indemnity and any payment by Bank pursuant thereto. Borrower authorizes Bank to honor all drafts

covering the shipment whether or not the draft or the accompanying documents conform to the credit or any other conditions for honor. Borrower will arrange for prompt release of such guaranty or indemnity immediately upon receipt of the bill of lading or, if no bill of lading is received within 60 days of issuance of the guaranty or indemnity, then by delivery of a bond or cash deposit to the shipping organization.

.04 Borrower unconditionally promises and agrees to repay all such advances on Bank's demand (or 90 days after the advance if no demand is made). The outstanding balance of each such advance will bear interest at a rate equal to the prime rate prior to demand or the maturity date.

4.03 Matters Relating to Both Facilities.

.01 Borrower acknowledges that Bank is not obligated to issue any credit or make any advance under either facility whether or not the credit or advance requested complies with the requirements for such credit facility.

.02 Borrower hereby assumes all risk of loss with respect to credits, advances and overadvances, specifically including loss arising from mistakes or fraud, and agrees to indemnify, defend and hold Bank harmless from and against all loss, liability and expense, including reasonable attorney fees, arising from or related to Bank's issuance of credits, guaranties and indemnities, payment of drafts and making of loans under this agreement including those applied for or approved in writing,

electronically, or orally by telephone or in person, except for losses which result from the gross negligence or fraud of Bank employees. Bank shall have no duty to investigate or verify the authenticity or authorized nature of any application, draft (except as to conformity to the credit) or loan request. Borrower acknowledges and agrees that it will be unconditionally liable for reimbursement of amounts paid by Bank against drafts presented under credits issued under this agreement and repayment of all advances and overadvances whether or not such credit extensions exceed the maximums stated herein for Bank's protection or are requested by a duly authorized person and whether or not the proceeds, once deposited in Borrower's checking account, are applied to proper purposes. This indemnity expressly covers payments made on drafts which do not conform to the credit where such nonconformity has been waived by Borrower orally, electronically or in writing. If requested by Bank, Borrower will execute and deliver to Bank a standard Bank form of facsimile indemnity letter.

Without limiting the generality of the foregoing, Borrower assumes all risk of loss resulting from the acts and omissions of credit beneficiaries and transferees and of shippers and warehousemen, and laws, injunctions or similar legal restrictions preventing payment of conforming drafts upon presentment, forged or fraudulent documentation, contractual disputes, defenses and counterclaims, errors in transmission (other than those made by Bank), non-compliance with all laws relating to the underlying transactions, and the failure to provide adequate insurance coverage.

.03 Bank shall have the right at any time to transfer any advance or advances or any credit to any other U.S. or foreign branch or office of Bank and to accommodate such transfer, a new advance, credit or acceptance may be made by such branch or office to replace the advance, credit or acceptance booked at the transferor branch or office. In the event that this entire credit facility is transferred, all advance requests and payments will thereafter be made as instructed by the transferee branch or office.

.04 Interest will be payable monthly in arrears on the last day of each calendar month and upon the maturity of any advance. Borrower authorizes and directs Bank to debit its general corporate checking account for the amount of interest due on the last day of each calendar month-without further instruction or authorization. Borrower acknowledges that it will have a duty to ensure that its account contains sufficient collected funds to cover such a debit by Bank. Borrower understands that Bank will settle provisionally (i.e., give credit for an item subject to charge back) on checks deposited into Borrower's checking account at Bank one banking day after deposit if the check is drawn on a financial institution headquartered in Oregon or Washington and three banking days after deposit on all other checks drawn on domestic financial institutions. Bank will settle as to checks

drawn on overseas financial institutions only when final settlement is made between Bank and the payor institution.

.05 All advances, overadvances, and unreimbursed costs not paid within five days following demand (or the maturity date if no prior demand is made) for payment will bear interest at the default rate.

.06 If any law is hereafter enacted or amended (including interpretation of law by administrative agencies) which results in an increase in capital or reserve requirements, in insurance premiums or in other direct or indirect costs or in a decrease in the benefit to Bank in making advances to Borrower or funding those advances above the current level of such costs and such increase is not reflected in a change in the publicly announced prime rate of Marine Midland Bank, then Bank shall have the right to adjust its margins above the prime rate in order to recover such increased costs from Borrower.

.07 Borrower has paid Bank an arrangement fee of $5,000 prior to execution of this agreement.

Article 5--Covenants

5.01 Borrower Covenants. Borrower covenants that:

.01 Borrower will take all steps necessary to preserve its corporate status, comply with all federal, state and local laws, regulations and orders will materially affect its business or property, including all laws relating to release, storage, handling, remediation or removal of hazardous or toxic substances, wastes, pollutants and contaminants, vigorously resist any proceedings to enjoin, restrict or prevent occupancy or operation of its business or property, and continue to manage and operate its business in the ordinary course without material change in the size, nature or emphasis thereof.

.02 Borrower will obtain and maintain at its expense fire and extended coverage insurance, general hazard insurance (if such insurance is different from and available separately from fire and extended coverage insurance), business interruption insurance, workers compensation insurance, public liability and property damage insurance, with all such insurance to be issued by such insurers, in coverage amounts and with such deductibles and other terms and conditions as are consistent with trade standards and are reasonably acceptable to Bank. Generally, Bank will require public liability and property damage coverage in a combined single incident amount of not less than the amount deemed prudent by Bank and fire insurance coverage of not less than the full insurable value of all of the real and tangible personal property of Borrower.

Borrower will provide to Bank copies of insurance policies or, if approved by Bank, certificates of such insurance issued by the carriers or their authorized agent and proof that premiums have been prepaid upon Bank's request.

.03 Borrower will pay and perform when due all material obligations to all third persons except for those obligations being contested by Borrower in good faith, by appropriate means and with an adequate reserve be maintained for payment in the event of an adverse outcome.

.04 Borrower will file all tax returns required by law to be filed and will pay all taxes and similar government impositions when due except for those taxes and impositions being contested by Borrower in good faith, by appropriate means and with an adequate reserve be maintained for payment in the event of an adverse outcome.

.05 Borrower will provide to Bank reasonably detailed financial statements (including balance sheet and related statement of income and expenses and statement of cash flows with related footnotes and explanations prepared on a comparative basis) prepared in accordance with GAAP except where specifically noted otherwise:

(a) within 45 days following the end of each fiscal quarter (except the quarter end coinciding with the end of Borrower's fiscal year) as of the end of that period and for that portion of Borrower's fiscal year then ended prepared on an accrual basis, and

(b) within 120 days following the end of the fiscal year as of the end of that fiscal year and for the fiscal year then ended and audited by an independent certified public accountant reasonably acceptable to Bank and not containing any significant qualification by such accountant.

The quarterly statements will be signed by Borrower's chief financial officer, and such signature shall be deemed to be a certification of the completeness and accuracy of such statements. The annual statements will be accompanied by the certificate of Borrower's chief financial officer that such officer has reviewed this agreement and that to such officer's knowledge either (i) Borrower is not in default under this agreement or (ii) Borrower is in default under this agreement only by reason of the events specified in such officer's certificate.

Bank shall have the right to inspect all of Borrower's books and records, in whatever form such books and records are stored, at all reasonable times and to discuss with Borrower's accounting employees and outside accountant such books and records and the financial statements provided to Bank. Bank will give prior notice to Borrower of its intention to discuss such matters with Borrower's outside accountant so as to provide the opportunity to Borrower to be present at such discussions.

.06 Borrower will provide to Bank such additional information as may be required to keep Bank currently and completely informed as to all material matters involving the business, financial condition and property of Borrower, including pending and threatened litigation and other governmental proceedings.

.07 Borrower will comply with each and every covenant set forth in section 7 of the Note Purchase Agreement dated as of May 30, 1989, among Borrower, Massachusetts Mutual Life Insurance Company and certain other financial institutions (the "Mass Mutual Lenders"), and any "Event of Default" under that agreement also shall be a default under this agreement whether or not such event of default is waived by the noteholders under that agreement.

Article 6--Default and Remedies

6.01 Events of Default. TIME IS OF THE ESSENCE. Without thereby limiting Bank's prerogatives by reason of the optional advance, demand nature of the credit facilities, it is agreed that Borrower shall be in default under this agreement if (a) Borrower fails to make any payment (principal, interest, fees or costs and expenses) upon Bank's demand, (b) Borrower makes an untrue statement of any material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading, (c) Borrower uses any loan proceeds for a purpose or purposes not specified in this agreement or otherwise approved by Bank in advance, (d) Borrower fails to comply with any of its other obligations under this agreement or any other loan document within 30 days following the date such compliance is required by this agreement, (e) Borrower is insolvent, becomes the subject of any insolvency proceeding, or becomes a judgment debtor for more than $500,000 when such liability is not either covered by insurance or bonded in connection with an appeal, or (f) Borrower is in default under the above-referenced Note Purchase Agreement or under any other agreement with or instrument payable to a financial institution whether or not such default is waived by the other party thereto.

6.02 Remedies. In the event of Borrower's default, Bank may without further notice or demand immediately proceed with exercise of all rights and remedies that Bank may have against Borrower in such order and at such time or times as Bank may elect. Borrower's obligations under this agreement and the note will be

automatically accelerated in the event of insolvency or the commencement of an insolvency proceeding by or against Borrower or any guarantors. All rights and remedies of Bank are cumulative and not exclusive and the commencement or partial exercise of any such right or remedy shall not preclude Bank from the exercise of any other right or remedy until the debts evidenced by this agreement and the notes are paid in full. Bank's rights specifically include the right of set off against any obligations owed by Bank to Borrower or any guarantor against the obligations of Borrower and any guarantor to Bank.

6.03 Arbitration. Subject to any applicable statute of limitations, either Bank or Borrower may require that any controversy or claim arising out of or

relating to this agreement (including offsets, defenses and counterclaims, and whether arising in contract or tort) to be settled by arbitration in Portland, Oregon, in accordance with the rules of an arbitration association of national or regional reputation, such as the American Arbitration Association, as supplemented by applicable law, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator and expedited procedures will be used in cases involving claims and counterclaims of less than $500,000. In all other cases, three arbitrators and the general procedures will be used. In all cases, the arbitrator(s) shall be neutral and an active member of the Oregon State Bar. This right to arbitration shall supplement, and shall not be in derogation of, Bank's rights and remedies upon the default of Borrower. Bank may exercise setoff, repossession and nonjudicial foreclosure and disposition rights and remedies before, during and after arbitration and may apply to the arbitrator(s) or to a court having jurisdiction for orders appointing a receiver for the collateral and proceeds or granting injunctive relief and provisional remedies to protect the collateral and proceeds during the pendency of the arbitration. The fees, costs and expenses of the arbitration panel shall be shared equally between Borrower and Bank.

Article 7--Miscellaneous

7.01 Participations. Bank shall have the unconditional right to sell participation interests in the credit facilities provided under this agreement, the notes, the other loan documents and the collateral.

7.02 No Borrower Assignment. Borrower shall not have the right to assign its rights or obligations under this agreement or the notes and any attempted assignment also shall be a default by Borrower.

7.03 Costs. Borrower will pay upon Bank's demand all costs and expenses, including reasonable attorney fees of up to $2,500, incurred by Bank in preparing this agreement and the other loan documents, and all costs and expenses, including reasonable attorney fees, in administration of the credit facilities to be

provided under this agreement. In the event attorney fees and costs are incurred to enforce the provisions of this agreement or the other loan documents, the prevailing party in a civil action or proceeding (or any appeal) shall be entitled to an award for costs and expenses with such costs and expenses to include reasonable attorney fees and the costs and expenses to include reasonable attorney fees and the costs of title insurance and foreclosure reports, environmental surveys and reports and search costs at UCC filing offices. If no civil action or similar proceeding is started but Bank has incurred such costs and expenses, then Borrower will reimburse Bank for the actual amount thereof.

7.04 Successors and Assigns. Subject to the foregoing restrictions on Borrower assignment, this agreement, the notes and the other loan documents shall bind and inure to the benefit of the respective successors and assigns of Borrower and Bank.

7.05 Integration; Construction.

.01 This agreement, the notes and the other loan documents are intended as the complete and final expression of the agreement of the parties as to the credit facilities provided hereunder and may not be contradicted or supplemented by any evidence of any prior agreement or of a contemporaneous oral agreement.

.02 This agreement, the note and the other loan documents are intended to complement and supplement one another. However, in the event of a direct conflict in terms or conditions, the terms and conditions of this agreement shall govern those contained in the other loan documents.

7.06 Selection of Law. Borrower and Bank have selected Oregon law, except for any of its choice of law provisions which would make the law of another jurisdiction applicable, to govern the construction and enforcement of this agreement, the notes and the other loan documents.

7.07 Jurisdictional Consent. Borrower hereby submits to the jurisdiction of any state or federal court sitting in Portland, Oregon, in any action or

proceeding relating to this agreement, the notes and the other loan documents and hereby waives any claim that such a forum is inconvenient or that there is a more convenient forum.

7.08 Savings Clause. If any term of this agreement, the notes or the other loan documents is hereafter determined to be illegal or unenforceable, that term will be deemed deleted without invalidating the remaining terms. In the event that (i) the amount of interest and fees payable by Borrower under the notes is later determined to be usurious and (ii) Borrower is not prohibited from pleading the defense of usury or maintaining any action thereon or therefor, any such interest in excess of the

maximum allowable rate automatically shall be deemed to have been applied to principal.

7.09 Communications. All communications required or permitted under this agreement shall be delivered either personally, electronically via computer modem, telephone facsimile transmission or messenger delivery service where a receipt showing the time of transmission or delivery is obtained.

7.10 Captions. The captions are only for convenient reference and are not a part of this agreement.

7.11 Recitals. The recitals are incorporated into this agreement by this reference.

7.12 Waiver and Estoppel. No waiver of any default or performance of any term or condition of this agreement shall constitute or be construed as a waiver of the term or condition or of any other or subsequent default. The forbearance or other failure of Bank to exercise any right or remedy upon Borrower's default shall be deemed to be a waiver of the default or Bank's rights and remedies nor shall it be deemed to be grounds for the claim of estoppel.

7.13 Statutory Statement. Under Oregon law, most agreements, promises and commitments made by a financial institution after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the financial institution to be enforceable.

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED	COLUMBIA SPORTSWEAR COMPANY
By D. DEW	By BLAKE H. LARSEN
D. Dew Senior Vice President	Blake H. Larsen, Chief Financial Officer

HongkongBank
The Hongkong and Shanghai Banking Corporation
Portland Branch
900 S.W. 5th Avenue, Suite 1550, Portland, Oregon 97204

Mr. Timothy P. Boyle
President & CEO
Columbia Sportswear Company
6600 N Baltimore
Portland, OR 97283-0239

15 August 1996

Dear Tim

BANKING FACILITIES

We are pleased to advise that The Hongkong and Shanghai Banking Corporation Limited is willing to amend and continue certain credit facilities to Columbia Sportswear Company, subject to the following terms and conditions and subject to the completion of additional documentation satisfactory to the Bank:

1. Borrower:

   Columbia Sportswear Company (the "Borrower").

   Lender:

   The Hongkong and Shanghai Banking Corporation Limited (the "Bank").

2. Facility:

   Combined Limit: Uncommitted USD45,000,000 within which

   a) Import Line of Credit to issue Documentary Letters of Credit on a Sight Basis: Up to a maximum of USD45,000,000; and

   b) Revolving Line of Credit: Up to a maximum of USD25,000,000.

3. Purpose:

   Import Line of Credit: To finance the purchase of apparel and/or footwear from overseas suppliers.

   Revolving Line of Credit: To provide working capital support for Borrower.

4. Interest Rate:

   The Borrower will have two options for interest rates under the Revolving Line of Credit. The options are as follows:

   a) Fixed Rate Interest:

      The Fixed Rate Interest Rate shall be calculated at a rate equal at all times to the Bank's Cost of Funds plus 0.35% per annum calculated on a 360 day accrual basis.

      Rates may be fixed for periods of 30 days, 60 days, 90 days, 120 days or 180 days. Cost of funds is defined as the Bank's cost of borrowing in the domestic interbank market for the term requested plus any applicable reserves, taxes, or other expenses relating to the transaction.

   b) Floating Interest Rate:

      The Floating Interest Rate shall be calculated at a rate equal at all times to Prime Rate, subject to fluctuation, minus 2% per annum and calculated on a 365 day accrual basis.

      "Prime Rate" means for any day, the rate of interest publicly announced by Marine Midland Bank at its principal new York City office as its Prime Rate and in effect for such day. Prime Rate is a base rate for calculating interest on certain loans and is not necessarily the lowest rate offered by the Bank to any one customer or any particular group of customers. Any change in the interest rate on this note resulting from a change in Marine Midland Bank's Prime Rate shall be effective on the date of such change.

5. Prepayment Penalty:

   Borrower may incur a penalty on prepayment of funds which have been advanced at fixed interest rates. The amount of such penalty would be equal to the cost to the Bank in placing the prepaid funds with another Borrower.

   Borrower may prepay funds advanced at the floating rate without incurring a penalty.

6. Repayment Terms:

The maximum term for Documentary Letters of Credits is 365 days.

The Import Line of Credit is not intended to be nor shall it constitute any obligation or commitment on the part of the Bank to issue any Documentary Letter of Credit under such line.

Borrower may request the Bank to advance funds under the Revolving Line of Credit with maturity dates not to exceed 31 December 1997.

The Revolving Line of Credit is not intended to be nor shall it constitute any obligation or commitment on the part of the Bank to fund any loan under such line.

7. Availability:

Fixed rate loans shall be available for minimum draws of USD500,000.

Outstandings under the Revolving Line of Credit shall not exceed the lessor USD25,000,000 or the following sum: a) 90% of Borrower's accounts receivable; plus b) 50% of Borrower's inventories; less c) any outstanding, interest-bearing liabilities.

Borrower's availability under the Revolving Line of Credit shall be calculated by applying the above referenced formula to Borrower's monthly financial statements.

Notwithstanding the above, advances under the Line of Credit shall be made at the Bank's sole discretion.

8. Fees:

a) Issuance of Documentary Credits (Sight basis): 1/24% per month of the face amount of credit (minimum of USD35).

b) Negotiation of drawings under Documentary Credits: USD45 flat.

c) Amendments to Documentary Credits which increase the amount or extend the term of a credit:
1/24% per month of the face amount of credit (minimum USD35).

d) All other amendments:
USD35 flat.

e) Tariff rates shall apply to out of pocket expenses (see enclosed fee schedule).

9. Evidence of Indebtedness:

Prior to the extension of the Facility, Borrower shall execute such documentation as the Bank may reasonably request to evidence and secure the banking facility.

Documentation will be prepared by the Bank's legal counsel and will contain other terms, conditions, representations, warranties and other covenants, considered by the Bank (and its counsel) as normal for a transaction of this nature.

Borrower acknowledges that the Bank has previously advanced credit to Borrower and documents evidencing such indebtedness continue in effect with amendments thereto.

10. Facility Review:

A review of facilities may be initiated by the Bank from time to time and Borrower shall be requested to supply additional information to facilitate such review. The next review is scheduled for July 1997. As this facility has been extended on an uncommitted basis, the above mentioned review process does not imply a renewal, and the facility shall at all times be subject to satisfactory review at least annually.

11. Insurance:

Borrower must maintain at its expense fire and extended coverage insurance, general hazard insurance (if such insurance is different from and available separately from fire and extended coverage insurance), business interruption insurance, workers compensation insurance, public liability and property damage insurance, with all such insurance to be issued by such insurers, in coverage amounts and with such deductibles and other terms and conditions as are consistent with trade standards and are reasonably acceptable to the Bank. Generally, the Bank will require public liability and property damage coverage in a combined single incident amount of not less than the amount deemed prudent by the Bank and fire insurance coverage of not less than the full insurable value of all of the real and tangible personal property of Borrower.

Borrower will provide to the Bank copies of insurance policies or, if approved by the Bank, certificates of such insurance issued by the carriers or their authorized agent and proof that premiums have been prepaid upon the Bank's request.

12. Credit Information:

a) Within 120 days after the close of each fiscal year, Borrower shall provide the Bank, at Borrower's expense, with a 12 month financial statement audited by an independent certified public accountant in accordance with Generally Accepted Accounting Principles consistently applied and consisting of balance sheets, profit and loss statements, and statements of cash flows.

b) In addition, Borrower shall, at Borrower's expense, make available to the Bank, within 30 days of month end, monthly financial statements and operating statements prepared on an accrual basis.

c) Borrower shall, at Borrower's expense, make available to the Bank, within 45 days of quarter end, quarterly financial statements and operating statements prepared on an accrual basis.

d) Quarterly and annual statements shall be accompanied by the certificate of Borrower's Chief Financial Officer that such officer has reviewed the Loan Agreement and that to such officer's knowledge either i) Borrower is not in default under the agreement or ii) Borrower is in default under the agreement only by reason of the events specified in such Officer's certificate.

13. Covenants:

The following covenants, in effect since September 1995, were adopted and/or amended from the Loan Agreement between the Borrower and Massachusetts Mutual Life Insurance Company, which matured 30 June 1996. The covenants shall be temporarily maintained until such time that the new covenants being negotiated with Wells Fargo Bank are finalized and in effect:

a) Borrower's Debt to Equity shall not exceed 1.50:1 at the end of any fiscal year;

b) Borrower's total interest-bearing debt shall not exceed 90% of Accounts Receivable plus 50% of Inventory at the end of any month;

c) Borrower shall maintain a minimum current ratio of 1.30:1 at the end of any fiscal quarter;

d) Borrower shall maintain a minimum tangible net worth of USD50,000,000 at the end of any fiscal quarter;

e) Borrower shall maintain working capital (defined as total current assets less total current liabilities) of not less than USD35,000,000 at the end of any fiscal quarter;

f) Dividends paid by Borrower shall not exceed amounts needed by shareholders to meet Subchapter S tax payments plus 50% of adjusted net income;

g) Copies of compliance certificates and event of default certificates which may be called for under the Loan Agreement currently under negotiation between Borrower and Wells Fargo Bank will be required; and

h) Facilities granted by the Bank will at all times rank pari passu with other senior lenders.

14. Loan Expenditure:

Borrower shall bear all reasonable costs and expenses involved in this facility including but not limited to all legal fees up to a maximum of USD1,000, charges for company searches and UCC filing fees.

15. Additional Documents:

Borrower agrees to execute such additional documents as may be reasonably requested by the Bank to accomplish the purpose of this facility letter.

16. No Assignment:

The facility hereunder is made to Borrower and may not be assigned or otherwise transferred without the prior written consent of the Bank.

17. Transfer:

The Bank retains the right to transfer any or all facilities to its Cayman Island Branch or any other HSBC Group office as it so desires.

18. Reliance on Information:

This facility is granted with reliance on information provided by Borrower in the application and other supporting documents. In the event that this information should prove to be inaccurate or substantially incomplete, or if Bank determines in its sole discretion that there has been a material adverse change in the financial condition or management of Borrower, Bank may elect to terminate this entire facility.

19. Representations Regarding Materially Adverse Agreement; Performance:

A. Agreements. Borrower is not a party to or subject to any material agreement or instrument or charter or other internal restriction materially adversely affecting the business, properties, assets, operations or condition (financial or otherwise) of Borrower.

B. Performance. Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any contractual Obligation of Borrower and no condition exists which, with the giving of notice of the lapse of time or both, would constitute such a default, except where the consequences, direct

or indirect, of such default or defaults, if any, would not have a material adverse effect on the business, properties, assets, operations or condition (financial or otherwise) of Borrower.

20. Other Conditions:

Checks deposited to any Borrower's account with Bank will be subject to the following holds:

Local checks - One (1) business day (defined as Oregon and Washington).

Out of state checks - Three (3) business days (defined as all other areas).

21. Statutory Disclosure:

By Oregon Statute (ORS41.580) the following disclosure is required: UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY A LENDER AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY A LENDER TO BE ENFORCEABLE.

All instruments and documents and the satisfaction of any other requirement in this facility letter must be in a form acceptable to the Bank.

We enclose a brochure detailing the implications of ORS41.580.

Please signify your agreement to this facility letter by signing and returning to us the original. Please ensure that you make a copy for your records. Before doing so, please read this letter carefully and if there is any matter which you do not understand or wish to discuss, please do not hesitate to contact the undersigned at the number listed.

This facility letter shall expire unless accepted by 30 August 1996. This facility letter replaces and supersedes all previous facility letters which are hereby cancelled. This facility letter is, however, an amendment to past facilities extending financing.

Yours sincerely

L R Todd
Senior VP and Manager

I have read, understood, agree and accept the terms and conditions outlined in this Banking Facilities Letter.

BORROWER: Columbia Sportswear Company

By: TIMOTHY P. BOYLE 8/21/90

------------------------------------ ---------------------------------

Timothy P. Boyle Date
President and CEO

HongkongBank
The Hongkong and Shanghai Banking Corporation
Portland Branch
900 S.W. 5th Avenue, Suite 1550, Portland, Oregon 97204

Mr. Timothy P. Boyle
President & CEO
Columbia Sportswear Company
6600 N Baltimore
Portland, OR 97283-0239 08 November 1996

Dear Tim

BANKING FACILITIES

We are pleased to advise that The Hongkong and Shanghai Banking Corporation Limited is willing to amend certain credit facilities to Columbia Sportswear Company which were originally outlined in our Banking Facilities Letter dated 15 August 1996. Such a change is subject to the following terms and conditions and subject to the completion of additional documentation satisfactory to the Bank.

Specifically, we agree to amend the facility amount as follows:

2. Facility:

Combined Limit: Uncommitted USD60,000,000 (increased from USD45,000,000) within which:

a) Import Line of Credit to issue Documentary Letters of Credit on a Sight Basis: Up to a maximum of USD45,000,000 (Unchanged); and

b) Revolving Line of Credit: Up to a maximum of USD25,000,000 (Unchanged).

Additionally, per Section 13, Covenants, we have incorporated the financial covenants as established in the recently negotiated credit agreement between Columbia Sportswear Company and Wells Fargo Bank.

This facility letter is an amendment only to sections 2 and 13 of the previous facility letter extending financing. All other terms and conditions outlined in our Banking Facilities Letter dated 15 August 1996 remain in full force and effect.

Please signify your agreement to this facility letter by signing and returning to us the original. Please ensure that you make a copy for your records. Before doing so, please read this letter carefully and if there is any matter which you do not understand or wish to discuss, please do not hesitate to contact the undersigned at the number listed.

Yours sincerely,

L R Todd
Senior VP and Manager

I have read, understood, agree and accept the terms and conditions outlined in this Banking Facilities Letter.

BORROWER: Columbia Sportswear Company

By: TIMOTHY P. BOYLE 11/15/96
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Timothy P. Boyle Date
President & CEO

HSBC Corporate Banking

The Hongkong and Shanghai Banking Corporation Limited
New York Branch: 140 Broadway, New York, NY 10005-1196

14 November 1997

Columbia Sportswear Company
6600 N Baltimore
Portland, OR 97283-0239

Attention: Mr. Timothy P. Boyle
President & CEO

Dear Mr. Boyle:

BANKING FACILITIES

We are pleased to advise you that The Hongkong and Shanghai Banking Corporation Limited is willing to continue to provide certain credit facilities to Columbia Sportswear Company, subject to the following terms and conditions:

BORROWER Columbia Sportswear Company ("Borrower").

LENDER The Hongkong and Shanghai Banking Corporation Limited ("Bank").

FACILITY Combined Limit (CBL01) USD60,000,000
- within which:
a. Import Line (IMP01) (USD45,000,000)
for sight DCs
b. Import Cash Limit (IMC01) (USD45,000,000)
for Trust Receipts (T/R)
C. Revolving Loan (RLN01) (USD25,000,000)
Total USD60,000,000

PURPOSE a. To finance the purchase of apparel and/or footwear from overseas suppliers.
b. To reflect the underlying transaction risk when Bank does not control documents of title to underlying goods.
c. To provide working capital support for Borrower.

INTEREST RATE The Borrower will have two options for interest rates under the Revolving Line of Credit. The options are as follows:

1) Fixed Rate Interest:
Fixed Rate Interest shall be calculated at a rate equal at all times to the Bank's Cost of Funds (COF) plus 0.35% per annum calculated on a 360 day accrual basis.

Rates may be fixed for periods of 30 days, 60 days, 90 days, 120 days or 180 days. Cost of

Funds is defined as the Bank's cost of borrowing in the domestic interbank market for the term requested plus any applicable reserves, taxes, or other expenses relating to the transaction.

2) Floating Interest Rate:

The Floating Interest Rate shall be calculated at a rate equal at all times to Prime Rate, subject to fluctuation, minus 2% per annum and calculated on a 365 day accrual basis.

Prime Rate means the rate of interest per annum publicly announced by Marine Midland Bank at its New York City office from time to time as its prime rate and is a base rate for calculating interest on certain loans. Any change in the interest on these facilities resulting from a

change in Marine Midland Bank's Prime Rate shall be effective on the date of such change.

PENALTY INTEREST 2.0% p.a. over the rate of interest otherwise applicable to these advances.

REPAYMENT On demand.

All payments will be automatically debited to the Borrower's Account 000-014472-016 with the Bank.

PREPAYMENT PENALTY Borrower may incur a penalty on prepayment of funds which have been advanced at fixed interest rates. The amount of such penalty would be equal to the cost to the Bank in placing the prepaid funds with another Borrower.

Borrower may prepay funds advanced at the floating rate without incurring a penalty.

REPAYMENT TERMS The maximum term for Documentary Letters of Credit is 365 days, with date of issuance to be up to 30 September 1998, with no DC maturing beyond 31 July 1999.

The Import Line of Credit is not intended to be nor shall it constitute any obligation or commitment on the part of the Bank to issue any Documentary Letter of Credit under such line.

Borrower may request the Bank to advance funds under the Revolving Line of Credit with maturity dates not to exceed 31 December 1998.

The Revolving Line of Credit is not intended to be nor shall it constitute any obligation or commitment on the part of the Bank to fund any loan under such line.

SECURITY AND COLLATERAL DOCUMENTATION The Bank shall continue to hold:

1) Optional Advance Time or Demand Grid Note dated 26 March 1996.
2) Articles of Incorporation of Columbia Sportswear Company.
3) Corporate By-laws of Columbia Sportswear Company.
4) Continuing Indemnity Agreement dated 3 August 1993.
5) Continuing Commercial Letter of Credit and Security Agreement dated 12 August 1994.

AVAILABILITY LIBOR based loans are available in minimum draws of USD500,000 for periods of 30, 60, 90 and 180 days. RLN01 is available against a monthly asset base which restricts total interest bearing debt to 60% or 70% of accounts receivable (depending on time of year) plus 60% or 70% of inventory, based on the prior month's financial statement (refer to Financial Covenants).

Borrower's availability under the Revolving Line of Credit shall be calculated by applying the above referenced formula to Borrower's monthly financial statements.

Notwithstanding the above, advances under the Line of Credit shall be made at the Bank's sole discretion

FEES DC Issuance: 1/24% per month of the face amount (minimum of USD35).

Negotiation/
Drawings: USD45 flat.

Amendments: 1/24% per month on the face amount to increase the amount or extend the term of a credit (minimum USD35).
Other Amendments: USD35 flat.

Tariff rates shall apply to out of pocket expenses.

EVIDENCE OF INDEBTEDNESS Prior to the extension of the Facility, Borrower shall execute such documentation as the Bank may reasonably request to evidence and secure the banking facility.

Borrower acknowledges that the Bank has previously advanced credit to Borrower and documents evidencing such indebtedness continue in effect with amendments thereto.

TENURE This facility is subject to review by 30 September 1998 when we shall require submission of the Borrower's latest reviewed financial information.

INSURANCE Borrower must maintain at its expense fire and extended coverage insurance, general hazard insurance (if such insurance is different from and available separately from fire and extended coverage insurance), business interruption insurance, workers compensation insurance, public liability and property damage insurance, with all such insurance to be issued by such insurers, in coverage amounts and with such deductibles and other terms and conditions as are consistent with trade standards and are reasonable acceptable to the Bank. Generally, the Bank will require public liability and property damage coverage in a combined single incident amount of not less than the amount deemed prudent by the Bank and fire insurance coverage of not less than the full insurable value of all of the real and tangible personal property of Borrower.

Borrower will provide to the Bank copies of insurance policies or, if approved by the Bank, certificates of such insurance issued by the carriers or their authorized agent and proof that premiums have been prepaid upon the Bank's request.

FINANCIAL

1. Within 120 days after the close of each fiscal year, Borrower shall provide the Bank, at Borrower's expense, with a 12 month financial statement audited by an independent certified public account in accordance with Generally Accepted Accounting Principles consistently applied and consisting of balance sheets, profit and loss statements, and statements of cash flows.

2. In addition, Borrower shall, at Borrower's expense, make available to the Bank, within 30 days of month end, monthly financial statements and operating statements prepared on an accrual basis.

3. Borrower shall, at Borrower's expense, make available to the Bank, within 45 days of quarter end, quarterly financial statements and operating statements prepared on an accrual basis.

4. Quarterly and annual statements shall be accompanied by the certificate of Borrower's Chief Financial Officer that such officer has reviewed the Loan Agreement and that to such officer's knowledge either i) Borrower is not in default under the agreement or ii) Borrower is in default under the agreement only by reason of the events specified in such Officer's Certificate.

FINANCIAL COVENANTS Availability under the revolving loan will be made against a monthly borrowing base. This restricts total notes payable, trade accounts payable and bank advances to 60% of A/R plus 60% of inventory (70% during May - December).

This calculation is to be provided to the Bank on a monthly basis, duly certified by the Borrower's Chief Financial Officer.

COSTS AND EXPENSES — Should we require that documentation be prepared or reviewed by the Bank's lawyers, all costs, legal fees and other out-of-pocket expenses will be for the account of the Borrower. All other costs, including UCC charges, costs incurred by the Bank in performing credit checks and other related expenses will be paid by the Borrower.

CONDITIONS PRECEDENT — Delivery to the Bank of the documentation as required under "Security and other Collateral Documentation" section and other documents that the Bank shall require evidencing the Borrower's power and authority to enter into the transactions described in this Facility Letter.

Reliance on Information This facility is granted with reliance on information provided by borrower in the application and other supporting document. In the event that this information should prove to be inaccurate or substantially incomplete, or if the Bank determines in its sole discretion that there has been a material adverse change in the financial condition or management of Borrower, Bank may elect to terminate this entire facility.

Representations Regarding Materially Adverse Agreement; Performance:

A. Agreements. Borrower is not a party to or subject to any material agreement or instrument or charter or other internal restriction materially adversely affecting the business, properties, assets, operations or condition (financial or otherwise) of Borrower.

B. Performance. Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Contractual Obligation of Borrower and no condition exists which, with the giving of notice or the lapse of time or both, would constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, would not have a material adverse effect on the business, properties, assets, operations or condition (financial or otherwise) of Borrower.

GOVERNING LAW New York State.

Please be advised that your relationship officers are:

Anastasia Micklethwaite (212) 658-1403
Adriana Collins (212) 658-5115
(212) 658-2813 (facsimile)

Should you have any matters of an operational nature to discuss, however, we suggest you contact the following officers:

Customer Services Department
Barry Zabell (212) 658-2949
Liz Chaverria (212) 658-2954

Trade Finance Department - for DC/LAI:
Barbara Henderson (212) 658-2927

Loan Operations Department - for RLN:
David Colberg (212) 658-2825

Please arrange for authorized signatories of your company, in accordance with the terms of the mandate given to the Bank, to sign and return to us the duplicate copy of this letter to signify your understanding and acceptance of the terms and conditions under which this uncommitted facility is granted.

This uncommitted facility offer will expire at 5:00 p.m. on 30 November 197 unless we have received a fully executed copy of this letter from your company by such time.

We are pleased to be of continued assistance.

Yours sincerely,

A. Micklethwaite	A D Collins
Assistant Vice President	Assistant Vice President
CBU Trade Services	CBU Trade Services

Confirmed and Accepted:
on behalf of
Columbia Sportswear Company

- -----------------------------------
Authorized Signature
Date: 11/24/97
Title: Pres.
Date: 11/24/97

CONTINUING INDEMNITY AGREEMENT

between

COLUMBIA
SPORTSWEAR COMPANY

and

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

Dated 8/3, 1993

CONTINUING INDEMNITY AGREEMENT

In consideration of the extension of credit by The Hongkong and Shanghai Banking Corporation Limited (Bank), by Bank's giving its Letter of Indemnity (Indemnity) from time to time upon request by the undersigned (Applicant), pursuant to which Bank shall agree to hold carriers named by Applicant harmless by reason of such carriers releasing Goods without surrender to them of the endorsed Bill of Lading covering the shipment (Shipment) of those Goods. Applicant agrees as follows:

1. Indemnification.

Applicant agrees to indemnify and hold Bank, and the officers, directors, employees, attorneys, agents and affiliates of Bank (Indemnitees) harmless from, and to pay to Bank on demand for, any loss, liability, costs, fees (including attorney's fees), expenses, claims, actions, proceedings or damages incurred by Bank or any Indemnitee by reason of Bank's issuance of an indemnity, or by reason of any action taken or not taken by Bank with respect to any indemnity or any transaction related thereto.

2. Commission and Costs.

(a) Applicant agrees to pay to Bank on demand Bank's usual commission and all charges and expenses incurred by Bank or its correspondents in connection with this Agreement.

(b) If Applicant fails to pay Bank pursuant to Section 2(a), Applicant shall pay a charge equal to 1-1/2% per month of the amount so due from the date of such demand to the date which Applicant makes payment to Bank.

3. Bank's Ownership of Property.

(a) As security for payment of the Indebtedness (as hereinafter defined), Applicant hereby acknowledges and agrees that Bank is the owner, and shall have an unqualified right to the possession and disposal, of all of the following, regardless of whether released to Applicant on trust or bailee receipt or other form of security agreement: (i) all Goods (including, without limitation, Inventory and Equipment) released to Applicant pursuant to or in connection with this Agreement or any Indemnity, and all property and rights in any way related thereto; (ii) any instruments, including, without limitation, drafts, relating to such Goods; (iii) all shipping documents (including, without limitation, Bills of Lading), warehouse receipts, policies or certificates of insurance and other Documents accompanying or relative to such drafts; and (iv) all Proceeds and Products of all of the foregoing until such time as all of the obligations under this Agreement have been fully paid (the foregoing collectively referred to herein as Collateral). The receipt by Bank or any of Bank's correspondents, at any time of other security of any nature, including cash, shall not be deemed a waiver of any of Bank's rights, specified in this Agreement. "Indebtedness" as used in this Agreement shall mean any and all obligations of Applicant under this Agreement and any and all indebtedness and other liabilities of Applicant to Bank of every kind and character and all extensions, renewals, modifications and replacements thereof, including, without

limitation, all unpaid accrued interest thereon and all costs and expenses payable as hereinafter provided: (i) whether now existing or hereafter incurred; (ii) whether direct, indirect, primary, absolute, secondary, contingent, secured, unsecured, matured or unmatured; (iii) whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred; (iv) whether such indebtedness was originally contracted with Bank or with another or others; (v) whether or not such indebtedness is evidenced by a negotiable or non-negotiable instrument or any other writing; and (vi) whether such indebtedness is contracted by Applicant alone or jointly or severally with another or others.

(b) Applicant will hold the Collateral in trust for Bank, for the purpose of selling the Collateral and delivering to Bank immediately on receipt thereof all Proceeds of sale or other disposition of the Collateral, to be applied by Bank to the payment of Indebtedness. If such Proceeds consist of Instruments or Chattel Paper, they shall not be so applied until fully paid. Bank may, in its sole discretion, at any time sell or discount any such Instrument or Chattel Paper and apply the net Proceeds thereof conditionally upon final payment of such Instrument or Chattel Paper. Bank shall have full power and authority to compromise and collect such Proceeds in its own name or in that of Applicant, but shall be under no duty to do so, or to take any steps necessary to preserve rights against prior parties.

(c) Applicant agrees that Bank may at any time cancel the trust and take possession of the Collateral, including without limitation: (i) Goods, manufactured or non-manufactured (until the sale and delivery of the Goods to a bona fide purchaser pursuant to a sale authorized by Bank, and Applicant's receipt of the Proceeds of such sale); (ii) Documents relating to such Goods; and (iii) Proceeds of any sale, wherever such Goods, Documents or Proceeds may be found.

4. Matters Pertaining to Issuance of an Indemnity.

(a) If an Indemnity is issued for a Shipment that is financed by letter of credit (Letter of Credit), Applicant authorizes Bank to honor any and all drafts under such Letter of Credit covering the Shipment, even if the accompanying Documents do not in all respects conform to the requirements of such Letter of Credit or certain Documents do not accompany the draft or drafts. Applicant agrees that any such discrepancy or omission in the accompanying Documents shall in no way affect Bank's rights against Applicant under this Agreement or any other agreement between Bank and Applicant.

(b) If an Indemnity is issued for a Shipment that is not financed by Letter of Credit, Applicant authorizes Bank to honor any drafts covering such Shipment, even if the conditions for honor have not been complied with due to some deficiency or variation in the Documents or Goods relating to such Shipment.

(c) Application will, immediately on receipt of the original Bill(s) of Lading, arrange for the prompt release or return to Bank of the Indemnity issued pursuant to this Agreement, which relates to such Bill(s) of Lading. If an Indemnity is not released within 60 days

from the date of Bank's issuing such Indemnity, or such shorter time as Bank may request, Applicant shall, at Bank's request, deliver to the carrier company or its agent a bond issued by an independent surety company to replace the Indemnity, and shall request such carrier company or its agent to return such Indemnity or to confirm that it has been cancelled. Notwithstanding any other provision of the Agreement, in order to obtain the release of an indemnity, Bank may send to a carrier company any documents remitted to Bank directly from overseas.

(d) Applicant agrees that Bank and any of Bank's correspondents may receive and accept, as Bills of Lading, any Documents issued or purporting to be issued by or on behalf of any carrier which acknowledge receipt of Goods for transportation, whatever the specific provisions of such Documents. The date of each such Document shall be deemed the date of shipment of the property mentioned therein; each such Document shall be deemed if order if such date is within the time limit fixed by the relevant agreement pursuant to which such Shipment was financed (a copy of any such agreement being previously delivered to Bank by Applicant).

(e) Bank is authorized to accept instructions from Applicant, relating to the issuance of an indemnity, in writing or orally, including, without limitation, by telephone. Each oral request for an indemnity shall be conclusively presumed to be made by a person authorized by Applicant to do so, and the issuance of an indemnity as herein provided shall conclusively establish Applicant's obligations hereunder.

(f) If Bank issues, or takes action respecting, an indemnity pursuant to any communication of any kind from Application, then the provisions of this Agreement shall apply to such indemnity or such action, notwithstanding any lack of reference to the Agreement in such communications.

(g) Neither Bank, nor Bank's correspondents, shall be responsible, and neither shall incur liability, for any matter respecting any Goods or the Documents relating to such Goods, issued in connection with this Agreement, including, without limitation, the existence, character, quality, quantity, condition, packing, value, or delivery of the Goods released to Applicant pursuant to the Agreement: any difference in character, quality, quantity, condition, or value of the Goods from that expressed in Documents; the validity, sufficiency or genuineness of Documents, even if such Documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; the time, place, manner or order in which any Shipment is made, partial or incomplete Shipment, or failure or omission to ship any or all of the Goods referred to in any Shipment; the character, adequacy, validity or genuineness of any insurance, the solvency or responsibility of any insurer, or any other risk connected with insurance; a deviation from instructions, delay, default or fraud by a carrier or anyone else in connection with any Goods or the shipping thereof; the solvency, responsibility or relationship to the Goods of any party issuing any Documents in connection with the Goods; delay in arrival or failure to arrive of either the Goods or any of the Documents relating thereto; delay in giving or failure to give notice of arrival or any other notice; any breach of

contract between the carriers or vendors and Applicant; failure of any draft to bear any reference or adequate reference to the relevant Shipment; or failure to send forward Documents

apart from drafts as required by the terms of any Shipment, or to accompany the drafts by a certificate that Documents have been sent.

(h) In furtherance and extension and not in limitation of the specific provisions set forth in this section, Applicant agrees that Bank and Bank's correspondents shall incur no liability with respect to any action taken or not taken in good faith by Bank or by any of Bank's correspondents under or in connection with any Shipment, or the relevant drafts, Documents or Goods, and that any such action taken or not taken such be binding on Applicant.

5. Representations and Covenants.

(a) Applicant represents and warrants that Applicant is authorized to enter into this Agreement.

(b) So long as this Agreement is in effect, Applicant will furnish to Bank financial statements in such form and at such intervals as Bank shall request, and will keep, in accordance with generally accepted accounting principles consistently applied, accurate and complete books and records.

(c) Applicant will pay to Bank, on demand, all costs and expenses of every kind paid or incurred by Bank or any of Bank's correspondents in connection with this Agreement, in enforcing this Agreement, or in realizing upon or protecting any Collateral "Costs and expenses" as used in the preceding sentence shall include, without limitation, the actual attorneys' fees incurred by Bank in retaining counsel for advice, suit, appeal, any insolvency or other proceedings under the Federal Bankruptcy Code or otherwise, or for any purpose specified in the preceding sentence. Payment of all sums referred to in this paragraph is secured by all Collateral held by Bank.

(d) Applicant will furnish to Bank such additional collateral as Bank may from time to time request as security for the Indebtedness. If Bank in its sole discretion and at any time or from time to time determines that the liquidation value of the Collateral held by it is or has become inadequate, Applicant will immediately on demand (i) deliver to Bank additional collateral of a kind and value satisfactory to Bank, or (ii) make payments of Indebtedness sufficient to cause the relationship of the liquidation value of Collateral Indebtedness (including Indebtedness for which a commitment to lend exists) to become satisfactory to Bank.

(e) Applicant will furnish to Bank any information which Bank may reasonably request with respect to any financial statement, or like document, or security agreement relating to Applicant or to any of Applicant's property. Without Bank's prior written consent, Applicant will not enter into any security agreement or file or present to be filed in any public office any financing statement naming Applicant as debtor and not naming Bank as secured party, which creates a security interest in (i) any property released to Applicant pursuant to this Agreement; or (ii) in any of Applicant's after-acquired property, other than Accessions and Fixtures to items of specific property.

(f) Applicant will execute and deliver to Bank such trust receipts, security agreements, financing statements, amendments, extensions, assignments and other documents and do such other things relating to any security interest as Bank may request.

(g) Applicant will insure the Collateral against risks, in coverage, form and amount, and by insurer, satisfactory to Bank, and, at Bank's request, will cause each policy to be payable to Bank as a named insured or loss payee, as its interest may appear and deliver each policy or certificate of insurance to Bank. Bank may receive and accept as documents of insurance either insurance policies or insurance certificates.

(h) Applicant will at all times hold the Collateral separate and apart from Applicant's property, and will cause such separation to be reflected in all its records.

6. Events of Default and Remedies.

(a) Any of the following events or conditions shall constitute an event of default (Event of Default) hereunder: (i) nonpayment, when due, whether by acceleration or otherwise, of principal of or interest on any Indebtedness, or default by Applicant in the performance of any obligation, covenant, term or condition of this Agreement or any other agreement between Applicant and Bank; (ii) death or judicial declaration of incompetency of Applicant, if any individual; (iii) the filing by or against Applicant of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect; (iv) the making of any general assignment by Applicant for the benefit of creditors; Applicant shall have made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; the appointment of a receiver or trustee for Applicant or for any assets of Applicant, including, without limitation, the appointment of or taking possession by a "custodian", as defined in the Federal Bankruptcy Code; the making of any, or sending notice of any intended, bulk sales; or the institution by or against Applicant of any type of insolvency proceeding (under the Federal Bankruptcy Code or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of, Applicant; (v) the sale, assignment, transfer or delivery of all or substantially all of the assets of Applicant; the cessation by Applicant as a going business concern, the entry of judgment against Applicant, other than a judgment for which Applicant is fully insured, if ten days thereafter such judgment is not satisfied, vacated, bonded or stayed pending appeal; or if Applicant is generally not paying Applicant's debts as such debts become due; (vi) the occurrence of any event described in paragraph 6(a)(ii), (iii), (iv) or (v) hereof with respect to any indorser, guarantor or any other party liable for, or whose assets or any interest therein secures, payment of any Indebtedness (Third Party), or the occurrence of any such event with respect to any general partner of Applicant, if Applicant is a partnership; (vii) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of Applicant or any Third Party, pursuant to or in connection with this Agreement, or otherwise (including, without limitation, representations and warranties continued herein), or as an inducement to Bank to extend any credit to or to enter into

this or any other agreement with Applicant, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against Applicant or any such Third Party; or, if upon the date of execution of this Agreement there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed in writing to Bank at or prior to the time of such execution; (viii) nonpayment by Applicant when due of any indebtedness for borrowed money owing to any third party, or the occurrence of any event which could result in acceleration of payment of any such indebtedness; or (ix) the reorganization, merger or consolidation of Applicant (or the making of any agreement therefor) without the prior written consent of Bank.

(b) Bank, at its sole election, may declare all or any part of any indebtedness not payable on demand to be immediately due and payable without demand or notice of any kind (including, without limitation, notice of intent to accelerate and notice of acceleration, all such demands and notice being hereby expressly waived) upon the happening of any Event of Default (other than an Event of Default under either paragraph 6(a)(iii) or (iv) hereof), or if Bank in good faith believes that the prospect of payment of all or any part of the indebtedness or performance of Applicant's obligations under this Agreement or any other agreement now or hereafter in effect between Applicant and Bank is impaired. All or any part of any Indebtedness not payable on demand shall be immediately due and payable without demand or notice of any kind upon the happening of one or more Events of Default under paragraph 6(a)(iii) or (iv) hereof. The provisions of this paragraph are not intended in any way to affect any rights of Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

(c) Applicant agrees that any notice of sale, disposition or other intended action with respect to the Collateral or otherwise which is required by

law and which is given at least five (5) days prior to such action shall constitute reasonable notice to Applicant. Upon the existence or occurrence of an Event of Default, Bank may require Applicant to assemble the Collateral and make it available to Bank at a place or places designated by Bank, and Bank may use and operate the Collateral.

(d) Bank's rights and remedies under this Agreement shall be those of a secured party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Applicant and Bank, and to those rights otherwise available at law or equity.

7. Miscellaneous.

(a)(i) As further security for payment of the obligations arising under this Agreement, Applicant hereby grants to Bank a security interest in and lien on any and all property of Applicant which is or may hereafter be in the possession or control of Bank in any capacity or of any third party acting on its behalf, including, without limitation, all deposit and other accounts and all moneys owed or to be owed by Bank to Applicant; and with respect to all of such property,

Bank shall have the same rights hereunder as it has with respect to the Collateral; (ii) without limiting any other right of Bank, whenever Bank has the right to declare any of the obligations under this Agreement to be immediately due and payable (whether or not it has so declared). Bank at its sole election may set off against the obligations any and all moneys then or thereafter owed to Applicant by Bank in any capacity, whether or not the obligation to pay such moneys owed by Bank is then due, and Bank shall be deemed to have exercised such right of set off immediately at the time of such election even though any charge therefor is made or entered on Bank's records subsequent thereto.

(b) All payments to be made to Bank under this Agreement shall be immediately available funds.

(c) No course of dealing between Applicant and Bank and no delay or omission by Bank in exercising any right or remedy hereunder or with respect to any obligation arising under this Agreement shall operate as a waiver thereof or of any other right or remedy hereunder, under any document or instrument executed in connection with or as security for the Indebtedness, at law or in equity, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Bank may remedy any default by Applicant hereunder or with respect to any obligation in any reasonable manner without waiving the default remedies and without waiving any other prior or subsequent default by Applicant. All of Bank's rights and remedies hereunder are cumulative.

(d) The rights and remedies of Bank hereunder shall, if Bank so directs, inure to any party acquiring any interest in all or any part of this Agreement.

(e) Bank and Applicant as used herein shall include the respective heirs, executors or administrators, legal representatives, beneficiaries, trustees or successors or assigns, of those parties.

(f) If more than one party executes this Agreement, the term "Applicant" shall include each as well as all of them, and their obligations, representations, covenants, warranties and indemnities hereunder shall be joint and several.

(g) Bank shall have no obligation to issue any indemnity, the issuance of any indemnity being in Bank's sole and absolute discretion. This Agreement shall remain in full force and effect until an appropriate officer of Bank shall actually receive from Applicant written notice of its discontinuance; provided, however, this Agreement shall remain in full force and effect thereafter until (i) all of Applicant's outstanding obligations under this Agreement, or obligations contracted or committed for (whether or not outstanding before the receipt of such notice by Bank, and any extensions or renewals thereof (whether made before or after receipt of such notice), together with interest accruing thereon after such notice, shall be finally and irrevocably paid in full, and (ii) all of Applicant's covenants and obligations hereunder and under any other document, instrument or agreement at any time evidencing, securing or in any way

relating to

the Indebtedness, have been performed and satisfied in full, as determined in Bank's sole and absolute discretion.

(h) The obligations hereunder shall continue in force, notwithstanding any change in the membership of Applicant, if a partnership, whether arising from the death or retirement of one or more partners of the accession of one or more new partners.

(i) No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made, except by a written agreement subscribed by Applicant and a duly authorized officer of Bank.

(j) Captions of the paragraphs of this Agreement are solely for the convenience of Bank and Applicant, and are not an aid in the interpretation of this Agreement.

(k) All terms, unless otherwise defined in this Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in Oregon, as the same may from time to time be in effect.

(l) THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN NEGOTIATED AND ENTERED INTO IN, AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

(m) THE APPLICANT IRREVOCABLY AGREES THAT, SUBJECT TO THE BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY LETTER OF CREDIT, OR ANY DOCUMENTS SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF PORTLAND, STATE OF OREGON. THE APPLICANT HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON THE APPLICANT AND AGREES THAT ALL SUCH SERVICE OR PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE APPLICANT AT THE ADDRESS REFLECTED IN THE BANK'S RECORDS OR IN ANY OTHER MANNER PERMITTED BY LAW. THE APPLICANT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE APPLICANT BY THE BANK IN ACCORDANCE WITH THIS PARAGRAPH.

(n) THE APPLICANT AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY LETTER OF CREDIT, OR ANY DOCUMENTS OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, ANY LETTER OF CREDIT OR ANY DOCUMENTS, AND AGREE THAT

ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE APPLICANT REPRESENTS AND WARRANTS THAT NO REPRESENTATIVE OR AGENT OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WILL NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THIS WAIVER OF JURY TRIAL. THE APPLICANT ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

Applicant:

Blake H. Larsen

BLAKE H. LARSEN

Chief Financial Officer

Columbia Sportswear Company
6600 N. Baltimore

Portland, OR 97203

9

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

On this 3rd day of August, in the year 1993 to be personally known came Blake Larsen, who being by me duly sworn, did depose and say that (s)he resides in Portland, Oregon; that (s)he is the CFO of Columbia Sportswear, the corporation described in, and which executed, the within instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his name thereto by like order.

SAMANTHA COLLETTE KAISER

Notary Public

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

On this _______ day of ____________, in the year 19__
_________________ before me personally came _________________________, to be known to be a partner in the partnership described in and which executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

Notary Public

10

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

On this _______ day of ____________, in the year 19__ ________________
to me personally came _________________________, to be known to be the person described in and who executed the foregoing instrument, and acknowledged to me that such partnership executed the same.

Notary Public

11

OPTIONAL ADVANCE TIME OR DEMAND GRID NOTE
Variable Interest Rate

Promissory Note ____ Portland, Oregon
#960006 26 MARCH, 1996

FOR VALUE RECEIVED, the undersigned (jointly and severally, if the undersigned be more than one) promise(s) to pay to the order of THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED (Bank), on demand or when due as provided herein, at its Office at Portland, Oregon, the aggregate unpaid principal amount of all advances made by the Bank to the undersigned from time to time, as

evidenced by the inscriptions made on the schedule on the reverse side hereof or any continuations thereof (Schedule) or, at the Bank's option, on the records of the Bank, together with interest on each advance at a variable per annum rate equal to the prime rate as defined below, LESS 2%.

All advances, the due dates thereof and all payments of principal made on this Note may be inscribed by the Bank on the Schedule or, at the Bank's option, on its records. Each advance shall be payable on the earlier of (a) the due date thereof or on demand, as inscribed by the Bank on the Schedule or, at the Bank's option, on its records, or (b) ninety-two (92) days after the date upon which such advance is made.

The Bank will endeavor (but shall be under no obligation) to send to the undersigned written confirmation of the due date of each advance, but any failure to do so shall not relieve the undersigned of the obligation to repay the advance when due. Unless the undersigned shall object to such confirmation in writing within three (3) days after receipt thereof, such confirmation shall be prima facie evidence of the facts stated therein.

Each entry set forth on the Schedule or on the Bank's records shall be prima facie evidence of the facts so set forth, except for any such facts as to which the Bank has sent to the undersigned a written confirmation and the undersigned has timely objected as provided herein. No failure by the Bank to make, and no error by the Bank in making any inscription on the Schedule or on its records shall affect the undersigned's obligation to repay the full principal amount advanced by the Bank to or for the account of the undersigned, or the undersigned's obligation to pay interest thereon at the agreed upon rate.

The Prime Rate means the rate of interest publicly announced by Marine Midland Bank, N.A. from time to time at its office in New York, New York as its prime rate and is a base rate for calculating interest on certain loans. After maturity (whether by acceleration or otherwise), if an advance is not payable on demand, or after demand, if an advance is payable on demand, such advance shall bear interest at a per annum rate 3% greater than the rate of interest otherwise applicable to the advances. In no event shall the interest rate on any advance exceed the maximum rate authorized by applicable law. Interest will be calculated for each day at 1/360th of the applicable per annum rate, which will result in a higher effective annual rate. Accrued interest shall be payable |X| monthly on the first day of each month. |_| quarterly on the first day of each calendar

quarter. After maturity, whether by acceleration or otherwise, accrued interest shall be payable on demand.

All or any part of the indebtedness evidenced by this Note not payable on demand may be prepaid without penalty at any time, together with the accrued interest on the principal so prepaid to the date of such prepayment, provided that any payments or prepayments shall be applied to the oldest outstanding advance, unless otherwise agreed in writing by the Bank and the undersigned.

Any holder of this Note may declare all indebtedness evidenced by this Note, not payable on demand, to be immediately due and payable whenever such holder has the right to do so under any Security Agreement or other agreement, now or hereafter in effect, pursuant to which payment of the indebtedness evidenced by this Note is secured; or irrespective of the terms or existence of any such Security Agreement, or other agreement, upon the happening of any of the following: (1) nonpayment, when due, of principal of, or interest on, any indebtedness evidenced by this Note; (2) default by any maker hereof in the payment or performance of any obligation, term or condition of any agreement between such maker and the holder hereof, (3) death of judicial declaration of incompetency of any maker hereof, if an individual; (4) the filing by or against any make hereof of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect; (5) the making , by any maker hereof, of any general assignment for the benefit of creditors; (6) the appointment of a receiver or trustee for any maker hereof or for any assets of any such maker, including, without limitation, the appointment of or taking possession by a "custodian," as defined in the Federal Bankruptcy Code; (7) the occurrence of any event described in clause (3), (4), (5) or (6) of this paragraph with respect to any indorser, guarantor or any other party liable for, or whose assets or any interest therein secures, payment of any indebtedness evidenced by this Note, or

the occurrence of any such event with respect to any general partner of any maker hereof, if any such maker is a partnership; (8) nonpayment when due by any maker hereof of any indebtedness for borrowed money owing to any party other than the Bank, or the occurrence of any event which could result in acceleration of the time for payment of any such indebtedness; or (9) if the holder hereof in good faith believes that the prospect of payment of all or any part of the indebtedness evidence by this Note is impaired.

Nothing contained in this Note or otherwise is intended, nor shall constitute, any obligation of the Bank to make any advance.

No failure by the holder hereof to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by such holder of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the holder hereof as herein specified are cumulative and not exclusive of any other rights or remedies which such holder may otherwise have. The undersigned hereby waives presentment, protest, demand and notice of presentment, demand, protest and nonpayment.

The Bank may, in its sole discretion, make an advance to the undersigned upon an oral request. Each oral request shall be conclusively presumed to have been made by a person authorized by the undersigned to do so, and any credit by the Bank of an advance to or for the account of the undersigned shall conclusively establish the undersigned's obligation to repay same. The Bank shall incur no liability of any kind to any party by reason of making an advance upon an oral request.

This Note shall be governed by the laws of the State of Oregon without regard to principles of conflict of laws. The undersigned agrees to pay all costs and expenses incurred by the holder hereof in enforcing this Note, including without limitation, actual attorneys' fees and legal expenses.

If payment of this Note is secured by collateral, the collateral is specified in the collateral records of the Bank.

THE UNDERSIGNED IRREVOCABLY AGREES THAT, SUBJECT TO THE BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF PORTLAND, STATE OF OREGON. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON THE UNDERSIGNED AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE UNDERSIGNED AT THE LAST KNOWN ADDRESS OF THE UNDERSIGNED AS SHOWN ON THE RECORDS OF THE BANK OR IN ANY OTHER MANNER PERMITTED BY LAW.

THE UNDERSIGNED IRREVOCABLY WAIVES ANY RIGHT TO TRAIL BY JURY IN ANY ACTION OR PROCEEDING IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

BLAKE H. LARSEN

BLAKE H LARSEN - CFO FOR COLUMBIA
SPORTSWEAR COMPANY

BUYING AGENCY AGREEMENT
BETWEEN
NISSHO IWAI AMERICAN CORPORATION
AND
COLUMBIA SPORTSWEAR COMPANY
JANUARY 1, 1992

BUYING AGENCY AGREEMENT

DATED: JANUARY 1, 1992

BETWEEN: NISSHO IWAI AMERICAN CORPORATION "NIAC"
1211 S.W. Fifth Avenue
Portland, Oregon 97204

AND: COLUMBIA SPORTS COMPANY "COLUMBIA"
6600 N. Baltimore Street
Portland, Oregon 97203

NIAC and COLUMBIA entered into the Buying Agency Agreement dated as of January 1, 1989, pursuant to which COLUMBIA appointed NIAC as its buying agent with respect to all clothing goods, materials and products which COLUMBIA would purchase outside of the United States for resale by COLUMBIA in the United States (collectively the "Goods"); and NIAC and COLUMBIA desire to terminate said prior agreement as of December 31, 1991 and to create a new agreement governing their relationship commencing on January 1, 1992.

THEREFORE, the parties agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE

During each year of this Agreement, COLUMBIA agrees that it shall purchase through NIAC, as its buying agent, at least eighty percent (80%) of the Goods which COLUMBIA purchases outside of the United States for resale by COLUMBIA in the United States.

ARTICLE II

AGREEMENT TO PROCURE GOODS FOR RESALE

During the term of this Agreement, NIAC will purchase as COLUMBIA's agent, on F.O.B. vessel loading port of country of origin (hereinafter referred to as "F.O.B. price"), all Goods requested by COLUMBIA, and deliver such Goods or arrange for their delivery to a port specified by COLUMBIA within the United States. COLUMBIA shall be responsible for locating the source of Goods and negotiating the purchase, the price, and delivery schedules for such Goods with the suppliers.

On behalf of COLUMBIA, NIAC shall advance the costs for acquisition of the Goods and other costs incurred in bringing the Goods, cleared through customs, to the point of delivery. Reimbursable Costs will include, without limitation, the amount paid by NIAC to the supplier for Goods purchased, transportation costs, costs of loading and unloading, costs of insurance, any costs incurred in protecting the Goods, custom duties, and fees of custom brokers for air shipment. Reimbursable Costs will not include bank service charges, fees of custom brokers (except for air shipment), and salaries paid to NIAC's own employees or NIAC's overhead costs. COLUMBIA shall reimburse NIAC for all such Reimbursable Costs together with a commission for its services as COLUMBIA's buying agent in the amount of two percent (2%) of the F.O.B. price of the Goods purchased, country of origin.

ARTICLE III

REIMBURSEMENT TERMS

3.1 NIAC shall invoice COLUMBIA after delivery of the Goods for all Reimbursable Costs for the Goods and for NIAC's commission. Any unanticipated Reimbursable Costs incurred thereafter shall be billed by NIAC as soon as possible after such costs are incurred.

3.2 The Reimbursement Starting Date shall be each disbursement date of the letter of credit opened by NIAC for the supplier. COLUMBIA shall pay NIAC for all Reimbursable Costs and the applicable commission for Goods in United States currency within Ninety (90) days from the Reimbursement Starting Date (the "Due Date").

3.3 COLUMBIA shall pay interest to NIAC on all Reimbursable Costs and NIAC's commission at a rate equal to one and one quarter percent (1.25%) over the three month LIBOR printed in the Wall Street Journal in effect on the first day of each month. Interest shall accrue from the Reimbursement Starting Date to the date of payment by COLUMBIA for such invoice.

3.4 Overdue interest shall be payable on all amounts due NIAC from the Due Date of said amount to the date NIAC actually receives payments thereof. The applicable overdue interest rate shall be the Prime Rate announced by Citibank N.A., New York plus five percent (5%) or the maximum rate allowed by law, whichever is lower as set forth on each invoice issued by NIAC.

ARTICLE IV

LINE OF CREDIT

4.1 Prior to November 10 of each year, COLUMBIA shall submit to NIAC its annual preliminary financial plan for COLUMBIA's forthcoming fiscal year. Such plan will consist of monthly income statements, balance sheets, and statements of cash flows and

will be in substantially the same format as the 1991 plan. By November 10 of each year, COLUMBIA also shall submit its financial statements for the current fiscal year through September and its preliminary income statement for October. Such statements shall be prepared in accordance with generally accepted accounting principles, and such statements shall be certified by the chief financial officer of COLUMBIA as being accurate and having been prepared in this manner. Following a reasonable review of said annual financial plan and the financial statements, and provided NIAC is reasonably satisfied with the financial plan and the financial statements, NIAC shall specify the amount of the credit line which it is willing to establish for COLUMBIA for the purchase of Goods under Articles II and III above for the forthcoming COLUMBIA fiscal year. The amount of credit which shall be applied against the credit line shall be equal to the amount of outstanding invoices from NIAC to COLUMBIA which have not been paid.

4.2 Notwithstanding the above, however, NIAC shall have no obligation to place orders for Goods requested by COLUMBIA or extend credit under the credit line if at any time:

1. COLUMBIA has operated at a loss during any three consecutive fiscal quarters or COLUMBIA has accumulated a loss in the current fiscal year, the total amount of which exceeds 50 percent of the amount of retained earnings at the end of the preceding fiscal year;
2. There are outstanding invoices which have not yet been paid by COLUMBIA and existing purchase orders which have not yet been invoiced to COLUMBIA for payment both of which total more than 100 percent of the approved credit line; or
3. There is any default by COLUMBIA under this Agreement.

ARTICLE V

WARRANTY LIMITATIONS AND INDEMNIFICATION

5.1 NIAC shall purchase the Goods ordered by COLUMBIA from those Suppliers chosen by COLUMBIA. NIAC shall assign to COLUMBIA any warranties regarding the Goods which are provided by the suppliers, but shall not provide any warranties itself. NIAC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS. NIAC shall not be obligated to pay or give any purchase discount or allowance to COLUMBIA for defective or B Grade goods. NIAC shall, however, give COLUMBIA any discounts or allowance given to NIAC by the supplier for Goods.

5.2 COLUMBIA hereby releases and shall indemnify and hold harmless NIAC from any claim, loss, or liability arising from any claim by any third party

against NIAC arising out of this Agreement, any actions or omissions of NIAC pursuant to this Agreement,

or the Goods purchased hereunder unless and to the extent such claim, loss or liability arises from the sole negligence of NIAC.

5.3 COLUMBIA shall maintain with a reasonably acceptable insurance company product liability insurance in an amount per occurrence of not less than $1,000,000 covering any claim of product liability with respect to the Goods delivered by NIAC to COLUMBIA under this Agreement, naming NIAC as an additional named insured, and providing for not less than ten (10) days' advance notice to NIAC of cancellation. COLUMBIA shall submit to NIAC promptly upon issuance of such policy of insurance and upon each anniversary thereof a certificate issued by the insurance company evidencing such insurance.

5.4 NIAC, at COLUMBIA's expense, shall have the obligation of maintaining appropriate insurance on the Goods until delivered to the point of delivery.

ARTICLE VI

REPORTS AND RECORDS

For so long as COLUMBIA is indebted to NIAC, COLUMBIA shall prepare and submit to NIAC the following reports and documents:

6.1 Within forty-five (45) days following the end of each calendar month, COLUMBIA shall submit the following:

1. A balance sheet (a consolidated balance sheet if COLUMBIA has any subsidiaries in the future) as of the close of the month just ended.
2. A statement of income and retained earnings (a consolidated statement if COLUMBIA has any subsidiaries in the future) for the period ended at the close of the month just ended, for such month and for the fiscal year to date.
3. The month-end borrowing base certificate, submitted to COLUMBIA's lead bank, under its revolving credit agreement.

6.2 Within forty-five (45) days following the end of each calendar quarter COLUMBIA shall submit the following:

1. A report showing the amount owed to COLUMBIA by each major customer of COLUMBIA as of the close of each calendar quarter just ended, and the amount owed by COLUMBIA to NIAC at such time.

2. A report in such detail as NIAC reasonably shall require showing the inventory of COLUMBIA on hand at the close of each calendar quarter just ended by location and by category and, if possible, the movement of the inventory during that quarter.

6.3 By April 30 following the end of fiscal year of COLUMBIA, which fiscal year will end December 31, COLUMBIA shall furnish to NIAC a report of the certified public accountants regularly employed by COLUMBIA concerning their examination of the financial statements of COLUMBIA as of the end of the last fiscal year of COLUMBIA.

6.4 Miscellaneous:

1. All financial statements to be submitted to COLUMBIA to NIAC shall be prepared in accordance with generally accepted accounting principles consistently maintained by COLUMBIA.
2. COLUMBIA shall inform NIAC of the credit limit it has been extended by its leading bank and of the interest rate it is paying for funds at its earliest convenience after negotiating its line of credit.
3. COLUMBIA shall prepare and submit to NIAC from time to time such other information and reports relating to the affairs of COLUMBIA as NIAC may reasonably request.
4. In the event that COLUMBIA provides NIAC with confidential information which is marked in writing to be confidential, NIAC shall use its best efforts to maintain the confidentiality of all such confidential information in the same manner in which NIAC maintains its own confidential information. Upon termination of this Agreement,

if requested by COLUMBIA in writing, NIAC, at its option, will deliver to COLUMBIA or destroy that confidential information of COLUMBIA which NIAC does not need to retain for its own business purposes in connection with this Agreement.

ARTICLE VII

ORDERING FORECASTS

7.1 In order to facilitate NIAC's procurement of Goods, COLUMBIA shall provide NIAC from time to time and as requested by NIAC with forecasts of the quantity and type of Goods COLUMBIA intends to purchase using NIAC.

7.2 COLUMBIA shall give NIAC any orders for Goods to be purchased under this Agreement as far in advance as is reasonably practical from the planned time of production.

7.3 NIAC will place orders with suppliers and if applicable, open its sight letter of credit, for such orders as soon as reasonably possible after the date on which NIAC receives an order from COLUMBIA.

7.4 NIAC may delay placing said orders and opening letters of credit if there is any condition as described in Article IV which would permit NIAC to refuse to continue its extension of credit to COLUMBIA.

ARTICLE VIII

TERM

This Agreement shall be in effect as of January 1, 1992 and, unless sooner terminated pursuant to its provisions, shall remain in full force and effect until December 31, 1994. This Agreement shall be automatically extended for a 5-year period thereafter unless a party desiring not to renew the Agreement gives the other party written notice of its election not to renew no later than June 30, 1994.

ARTICLE IX

TERMINATION AND DEFAULT

9.1 In the event of a change of control of COLUMBIA, then such event shall be a default under this Agreement and NIAC shall have the right to terminate this Agreement upon ten (10) days' prior written notice to COLUMBIA. A change of control shall be deemed to have occurred if Gertrude Boyle or Tim Boyle is not the chief executive officer of COLUMBIA, or if Gertrude Boyle or Tim Boyle, by themselves or together, do not own a majority of the shares of common stock of COLUMBIA.

9.2 If any party shall cease to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; if a trustee or receiver is appointed to administer or conduct its business affairs; if it is adjudged in any legal proceeding to be a debtor in bankruptcy; or if any insolvency proceedings are commenced against it and not terminated or dismissed within ninety (90) days, then such event shall be considered a default of the Agreement and the other party may terminate this Agreement.

9.3 In addition to the special rights of termination provided in the sections above, if any party fails to perform any of its obligations in this Agreement, such failure shall constitute a default of this Agreement. If such non-performance is not cured within thirty (30) days after notice of such failure is sent, then the party giving the notice of non-performance may elect to terminate this Agreement. If written election to terminate is give, this Agreement shall terminate ten (10) days following delivery of this notice.

9.4 Upon any default the non-defaulting party shall have all rights permitted to it under law including, without limitation, the rights arising from default specified in this Agreement.

ARTICLE X

LIMITATION OF LIABILITY

Without limiting NIAC's right and COLUMBIA's obligation under Article V of this Agreement, in the event there is any dispute or claim arising from this Agreement or the Goods purchased hereunder, NIAC shall not be liable for any amount in excess of the purchase price of the Goods giving rise to the claim or the dispute, and in no event shall NIAC be liable for any incidental or consequential damages, including without limitation, lost profits. These limitations shall apply to any and all claims or disputes, whether arising from contract, warranty, tort (including negligence) or strict liability.

ARTICLE XI

SECURITY

COLUMBIA shall not grant (or suffer the existence of) any liens, security interests or encumbrances on any of COLUMBIA's assets to any vendor other than NIAC without (A at least thirty (30) days in advance of such intended grant, giving NIAC written notice thereof and (B) granting NIAC a superior security interest in such assets, provided that this article shall not limit COLUMBIA's ability to grant any liens, security interests or encumbrances to COLUMBIA's banks or other institutional lenders.

ARTICLE XII

"S" CORPORATION

At all times during the term of this Agreement, COLUMBIA will not make any distribution of cash or other assets to its shareholder in excess of:

1. Those amount that are required by such shareholders to pay any and all federal and state income tax obligations on the net income of COLUMBIA that passes through to the shareholders under subchapter S of the Internal Revenue Code, including required estimate payments;
2. 50% of income after provision for state and federal income taxes for such period; and
3. 100% of the proceeds of any primary common stock offering.

Within ten (10) days after making any distribution permitted hereunder, COLUMBIA shall deliver to NIAC a statement showing the amount of the distribution and how it was calculated for each shareholder.

ARTICLE XIII

GOVERNING LAW

This Agreement is made in the State of Oregon and its effectiveness, interpretation and enforcement shall be governed by the law of such state.

ARTICLE XIV

WAIVER

The waiver of non-performance of an obligation of a party under this Agreement in one case shall not be deemed to be waiver of non-performance of the same obligation m any other case.

ARTICLE XV

FORCE MAJEURE

No party shall be liable for the failure to carry out its obligations hereunder in the event that it is prevented from doing so by any act beyond its control, including without limitation, war or warlike condition, unavailability of shipping vessels, insurrection, labor disturbances, casualty, governmental tariffs or quotas, or U.S. Government credit restrictions. This Article shall not apply to COLUMBIA's obligation to make any payment as provided in this Agreement.

ARTICLE XVI

NOTICES

All communications and notices provided for hereunder shall be effective when delivered to the parties at their addresses specified above or to such other parties or places as a party shall designate by written notice to the other. Notices sent by mail shall be effective when delivered.

ARTICLE XVII

This instrument constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and supersedes all prior discussions, agreements and understandings between the parties with respect to the said matter. No amendment, modification or assignment of this Agreement shall be binding on the parties unless made in writing expressly referring to this Agreement and signed by authorized officers or representatives of the parties hereto.

NISSHO IWAI AMERICAN CORP. COLUMBIA SPORTSWEAR COMPANY

By: ------------------------------------ Hiromi Shimooka, General Manager & Senior Vice President

By: ------------------------------- Gertrude Boyle, Chairman of the Board

COLUMBIA SPORTSWEAR COMPANY

By: ------------------------------- Tim Boyle, President

Amendment No. 1 to Buying Agency Agreement
between
Nissho Iwai American Corporation
and
Columbia Sportswear Company
October 1, 1993

AMENDMENT NO. 1 TO BUYING AGENCY AGREEMENT

THIS AMENDMENT made and entered into October 1, 1993 by and between NISSHO IWAI AMERICAN CORPORATION, 1211 S.W. Fifth Avenue, Suite 2200, Portland, Oregon 97204 ("NIAC") and COLUMBIA SPORTSWEAR COMPANY, 6600 North Baltimore Street, Portland, Oregon 97203 ("COLUMBIA").

WITNESSETH:

WHEREAS, NIAC and COLUMBIA entered into the Buying Agency Agreement ("AGREEMENT") dated as of January 1, 1992, pursuant to which COLUMBIA appointed NIAC as its buying agent with respect to all clothing goods, materials and products which COLUMBIA would purchase outside of the United States for resale by COLUMBIA in the United States (collectively the "Goods");

WHEREAS, COLUMBIA desires to reduce the following:

i) interest on all reimbursable cost which NIAC invoices to COLUMBIA;

ii) the NIAC commission.

Rate

	Existing Rate	New Rate
i)	1.25% above three month LIBOR rate	0.5% above three month LIBOR rate
ii)	2%	1.5%

WHEREAS, NIAC desires to increase the share of sales through NIAC to COLUMBIA in exchange of acceptance by NIAC for reduction of both an interest and commission rate said above;

WHEREAS, NIAC and COLUMBIA desire to extend the term of AGREEMENT until September 30, 1998.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. AGREEMENT TO PURCHASE
- --------------------------------

The Article I of AGREEMENT shall be read as follows:

During each year of this Agreement, COLUMBIA agrees that it shall purchase through NIAC, as it buying agent, at least ninety-five (95%) of the Goods which COLUMBIA purchases outside of the United States for resale by COLUMBIA in the United States.

ARTICLE 2. AGREEMENT TO PROCURE GOODS FOR RESALE
- --

The last sentence of Article II of AGREEMENT shall be read as follows:

COLUMBIA shall reimburse NIAC for all such Reimbursable Costs together with a commission for its services as COLUMBIA's buying agent in the amount of one and a half percent (1.5%) of the F.O.B. price of the Goods purchased, country of origin.

ARTICLE 3. REIMBURSEMENT TERMS
- ------------------------------

A. The first sentence of paragraph 3.2 of Article IV of AGREEMENT shall be read as follows:

3.2 The Reimbursement Starting Date shall be the date of each payment made by NIAC for the supplier.

B. The first sentence of paragraph 3.3 of Article IV of AGREEMENT shall be read as follows:

3.3 COLUMBIA shall pay interest to NIAC on all Reimbursable Costs and NIAC's commission at a rate equal to half percent (0.5%) over the three month LIBOR printed in the Wall Street Journal in effect on the first day of each month.

ARTICLE 4. TERM
- ---------------

The Article VIII of AGREEMENT shall be read as follows:

This Agreement shall be in effect as of January 1, 1992 and, unless sooner terminated pursuant to its provisions, shall remain in full force and effect until September 30, 1998. This Agreement shall be automatically extended for a 5-year period thereafter unless a party desiring not to renew the Agreement gives the other party written notice of its election not to renew no later than March 31, 1998.

ARTICLE 5. OTHER TERMS AND CONDITIONS
- -------------------------------------

Other terms and conditions than those described herein shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed as of the date first set forth above.

NISSHO IWAI AMERICAN CORP.

By:

Hiromi Shimooka
General Manager &
Senior Vice President

COLUMBIA SPORTSWEAR COMPANY

By:

Gertrude Boyle
Chairman of the Board

COLUMBIA SPORTSWEAR COMPANY

By:

Tim Boyle
President

CREDIT AGREEMENT

between

COLUMBIA SPORTSWEAR COMPANY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

TOTAL COMMITMENT -- $70,000,000

July 31, 1997

CONTENTS

ARTICLE I.. 1
1.1 DEFINED TERMS 1
1.2 HEADINGS 10

ARTICLE II. THE CREDITS 10
2.1 REVOLVING LOANS 10
2.2 INTEREST 11
2.3 INTEREST OPTIONS 12
2.4 OTHER PAYMENT TERMS 13
2.5 CHANGE OF CIRCUMSTANCES 13
2.6 FUNDING LOSS INDEMNIFICATION 15
2.7 AUTHORIZED REPRESENTATIVES 16

ARTICLE III. REPRESENTATIONS AND WARRANTIES 16
3.1 LEGAL STATUS 16
3.2 OWNERSHIP; SUBSIDIARIES 17
3.3 AUTHORIZATION AND VALIDITY 17
3.4 NO VIOLATION 17
3.5 NO CLAIMS 17
3.6 CORRECTNESS OF FINANCIAL STATEMENTS 17
3.7 INCOME TAX RETURNS 18
3.8 NO SUBORDINATION 18
3.9 ERISA 18
3.10 OTHER OBLIGATIONS 18
3.11 ENVIRONMENTAL MATTERS 18
3.12 LIENS 19
3.13 NO BURDENSOME RESTRICTIONS; NO DEFAULTS 19
3.14 NO OTHER VENTURES 19
3.15 INVESTMENT COMPANY ACT 19
3.16 INSURANCE 19
3.17 LABOR MATTERS 19
3.18 FORCE MAJEURE 20

3.19 INTELLECTUAL PROPERTY 21
3.20 CERTAIN INDEBTEDNESS 21
3.21 SENIORITY 21
3.22 TRUTH, ACCURACY OF INFORMATION 21
3.23 USE OF PROCEEDS 22

ARTICLE IV. CONDITIONS 22
4.1 CONDITIONS OF INITIAL EXTENSION OF CREDIT 22
4.2 CONDITIONS OF EACH EXTENSION OF CREDIT 23

ARTICLE V. AFFIRMATIVE COVENANTS 23
5.1 PUNCTUAL PAYMENTS 23
5.2 ACCOUNTING RECORDS 24
5.3 FINANCIAL STATEMENTS 24
5.4 INSURANCE 25
5.5 COMPLIANCE 25
5.6 FACILITIES 25
5.7 TAXES AND OTHER LIABILITIES 25
5.8 LITIGATION 25
5.9 NOTICE TO BANK 25
5.10 CONDUCT OF BUSINESS 26
5.11 PRESERVATION OF CORPORATE EXISTENCE, ETC. 26
5.12 ACCESS 26
5.13 PERFORMANCE AND COMPLIANCE WITH OTHER COVENANTS 27
5.14 APPLICATION OF PROCEEDS 27
5.15 FISCAL YEAR; ACCOUNTING CHANGES 27
5.16 ENVIRONMENTAL 27
5.17 FINANCIAL COVENANTS 28
5.18 FURTHER ASSURANCES 28

ARTICLE VI. NEGATIVE COVENANTS 28
6.1 LIENS 29
6.2 RESTRICTED PAYMENTS, REDEMPTIONS 31

6.3 MERGERS, SALE OF ASSETS, ETC. 31
6.4 INVESTMENTS IN OTHER PERSONS 32
6.5 CHANGE IN NATURE OF BUSINESS 33
6.6 GUARANTIES 33
6.7 PLANS 33
6.8 ACCOUNTING CHANGES 33
6.9 CANCELLATION OF INDEBTEDNESS OWED TO BORROWER 34
6.10 NO SPECULATIVE TRANSACTIONS 34
6.11 MARGIN REGULATIONS 34
6.12 ENVIRONMENTAL 34
6.13 TRANSACTIONS WITH AFFILIATES 34

ARTICLE VII. EVENTS OF DEFAULT 34
7.1 EVENTS OF DEFAULT 34
7.2 REMEDIES 36

ARTICLE VIII. MISCELLANEOUS 37
8.1 NO WAIVER 37
8.2 NOTICES 37
8.3 COSTS, EXPENSES AND ATTORNEYS' FEES 38
8.4 INDEMNIFICATION 38
8.5 SUCCESSORS, ASSIGNMENT 39
8.6 ENTIRE AGREEMENT; AMENDMENT 39
8.7 NO THIRD PARTY BENEFICIARIES 39
8.8 TIME 40
8.9 SEVERABILITY OF PROVISIONS 40
8.10 COUNTERPARTS 40
8.11 GOVERNING LAW 40
8.12 ARBITRATION 40
8.13 WAIVER OF JURY TRIAL 42
8.14 OREGON STATUTORY NOTICE 43

SCHEDULES

Schedule I - Pricing Schedule

Schedule II - Disclosure Schedule

EXHIBITS

Exhibit A -- Note, Section 1.1

Exhibit B -- Notice of Borrowing, Section 2.1(d)

Exhibit C -- Notice of Authorized Representatives, Section 2.7

CREDIT AGREEMENT

THIS AGREEMENT is entered into as of July 31, 1997, by and between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

Borrower has requested the credit facility described herein, and Bank has agreed to provide such credit facility to Borrower on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, Borrower and Bank hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1 DEFINED TERMS

All terms defined above shall have the meanings set forth above. Any accounting term used in this Agreement which is not specifically defined herein shall have the meaning customarily given to it under GAAP, and all other terms contained in this Agreement which are not defined herein shall, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code in effect in the state of Oregon as of the Closing Date to the extent such terms are defined therein. The following terms shall have the meanings set forth below (with all such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"AAA Notes" means promissory notes payable by Borrower to one or more of Borrower's shareholders in accordance with the provisions of Section 6.2(c) to evidence the distribution to Borrower's shareholders in respect of Borrower's accumulated adjustment account, provided that either (a) such notes shall payable solely from proceeds of a public offering of Borrower's Stock or (b) if the distribution in respect of Borrower's accumulated adjustment account is in cash, the notes evidencing the loan to Borrower by such shareholders of the amount of such distribution shall be fully subordinated to the Obligations as to principal, interest and all other charges on terms approved by Bank in writing prior to the execution of such notes by Borrower.

"Advance Basis" means (a) for the months of January through April, an amount equal to 60 percent of the sum of Borrower's balance sheet (i) net accounts

receivable and (ii) inventory, minus (without duplication) (iii) accounts payable, notes payable and import trade payables, and (b) for the months of May through December, an amount equal to 70 percent of the sum of Borrower's balance sheet (i) net accounts receivable and (ii) inventory, minus (without duplication) (iii) accounts payable, notes payable and import trade payables.

"Agreement" means this Credit Agreement as amended, modified, restated or supplemented from time to time.

"Authorized Representative" means a person designated by Borrower on the most current Notice of Authorized Representatives delivered by Borrower to Bank as being authorized to request any borrowing or make any interest rate selection on behalf of Borrower hereunder, or to give Bank any other notice hereunder which is required by the terms hereof to be made through an Authorized Representative.

"Available Credit" means, at any time, the amount by which the aggregate of the outstanding principal amount of the Loans at such time is less than (a) $70,000,000 during the period of August 1, 1997, through December 15, 1997, and (b) $50,000,000 at all other times from the date of this Agreement through the Maturity Date.

"Bankruptcy Code" means the Bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

"Base Rate" means, for any day, an interest rate per annum equal to the rate of interest most recently announced by Bank at its principal office in San Francisco, California, as its prime rate, with any change in the prime rate to be effective as of the day such change is announced by Bank and with the understanding that the prime rate is one of Bank's base rates used to price some loans and may not be the lowest rate at which Bank makes any loan, and is evidenced by the recording thereof in such internal publication or publications as Bank may designate.

"Base Rate Loan" means the outstanding principal amount of any Loan that bears interest with reference to the Base Rate.

"Base Rate Margin" means the number of basis points determined in accordance with Schedule I.

"Business Day" means (a) for all purposes other than as covered by clause (b) below, any day other than a Saturday, Sunday or other day on which commercial banks in San Francisco, California are authorized or required by law to be closed, and (b) with respect to all notices, determinations, fundings and payments in connection

with any LIBOR interest selection or LIBOR Loan, any day that is a Business Day described in clause (a) above and that also is a day for trading by and between banks in U.S. dollar deposits in the London interbank eurocurrency market.

"Capitalized Lease Obligations" means lease obligations of a Person that are or should be capitalized under GAAP.

"CD Loan" means the outstanding principal amount of any Loan that bears interest with reference to the CD Rate.

"CD Margin" means the number of basis points determined in accordance with Schedule I.

"CD Rate" means, for each Fixed Rate Term, the rate per annum (rounded upward if necessary to the nearest whole 1/8 of 1%) and determined pursuant to the following formula:

$$\text{CD Rate} = \frac{\text{Base CD Rate}}{100\% - \text{CD Reserve Percentage}} + \text{Assessment Rate}$$

As used herein, (a) "Base CD Rate" means the rate per annum quoted by Bank as the secondary-market bid rate, with the understanding that such rate is quoted by Bank for the purpose of calculating effective rates of interest for loans making reference thereto, at approximately 10:00 A.M. (San Francisco

time), or as soon thereafter as practicable on a Business Day, for the purchase of certificates of deposit for a term comparable to the number of days in such Fixed Rate Term and in an amount approximately equal to the principal amount to which such Fixed Rate Term shall apply, (b) "CD Reserve Percentage" means the maximum percentage (expressed as a decimal, rounded upward if necessary to the nearest 1/8 of 1%) determined by Bank (which determination shall be conclusive absent manifest error) as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal or emergency reserve requirements) with respect to new nonpersonal time deposits in U.S. dollars having a maturity comparable to the applicable Fixed Rate Term, adjusted by Bank for changes in such reserve percentage during the applicable Fixed Rate Term, and (c) "Assessment Rate" means the rate per annum (rounded upward, if necessary, to the nearest 1/8 of 1%) determined by Bank (which determination shall be conclusive absent manifest error) to be the maximum effective assessment rate per annum payable by Bank to the Federal Deposit Insurance Corporation (or any successor) for such date for insurance on U.S. dollars time deposits.

"Change of Law" means the adoption of any Governmental Rule, any change in any Governmental Rule or the application or requirements thereof (whether such change occurs in accordance with the terms of such Governmental Rule as enacted, as a result of amendment or otherwise), any change in the interpretation or administration of any Governmental Rule by any Governmental Authority, or compliance by Bank (or any entity controlling Bank) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority.

"Closing Date" means the date of this Agreement.

"Contaminant" means any pollutant, hazardous substance, toxic substance, hazardous waste or other substance regulated or forming the basis of liability under any Environmental Law.

"Contingent Obligation" means, as applied to any Person, any direct or indirect liability, contingent or otherwise, of such Person with respect to any Indebtedness or Contractual Obligation of another Person, if the purpose or intent of such Person in incurring the Contingent Obligation is to provide assurance to the obligee of such Indebtedness or Contractual Obligation that such Indebtedness or Contractual Obligation will be paid or discharged, or that any agreement entered into by such other Person relating to such Indebtedness or Contingent Obligation will be complied with, or that any holder of such Indebtedness or Contractual Obligation will be protected against loss in respect thereof. Contingent Obligations of a Person include, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of an obligation of another Person, and (b) any liability of such Person for an obligation of another Person through any agreement (contingent or otherwise) (i) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (ii) to maintain the solvency or any balance sheet item, level of income or financial condition of another Person, (iii) to make take-or-pay or similar payments, if required, regardless of non-performance by any other party or parties to an agreement, (iv) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such obligation or to assure the holder of such obligation against loss, or (v) to supply funds to or in any other manner invest in such other Person (including, without limitation, to pay for property or services irrespective of whether such property is received or such services are rendered), if in the case of any agreement or liability described under subclause (i), (ii), (iii), (iv) or (v) of this sentence the primary purpose or intent thereof is as described in the preceding sentence. The amount of any Contingent Obligation shall be equal to the lesser of

(x) the amount payable under such Contingent Obligation (if quantifiable), or (y) the portion of the obligation so guaranteed or otherwise supported.

"Contractual Obligation" of any Person means any obligation, agreement, undertaking or similar provision of any security issued by such Person or of any

agreement, undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject.

"Default" means an Event of Default or an event or condition which with the giving of notice or the passage of time, or both, would constitute an Event of Default.

"Disclosure Schedule" means Schedule II attached hereto.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended or recodified from time to time, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

"Environmental Law" means all applicable federal, state and local laws, statutes, ordinances and regulations, and any applicable judicial or administrative interpretation, order, consent decree or judgment, relating to the regulation and protection of the environment. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. ss. 9601 et seq.); the Hazardous Material Transportation Act, as amended (49 U.S.C. ss. 180 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. ss. 136 et seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. ss. 6901 et seq.); the Toxic Substance Control Act, as amended (42 U.S.C. ss. 7401 et seq.); the Clean Air Act, as amended (42 U.S.C. ss. 740 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. ss. 1251 et seq.); and the Safe Drinking Water Act, as amended (42 U.S.C. ss. 300f et seq.), and their state and local counterparts or equivalents and any applicable transfer of ownership notification or approval statutes.

"Environmental Liabilities and Costs" means, as to any Person, all liabilities, obligations, responsibilities, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including, without limitation, all fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any other Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including, without limitation, any thereof arising under any Environmental Law, Permit, order or agreement with any Governmental Authority or

other Person, in each case which relate to any violation or alleged violation of an Environmental Law or a Permit, or a Release or threatened Release.

"Event of Default" has the meaning set forth in Section 7.1 hereof.

"Federal Funds Rate" means, for any day, the weighted average of the per annum rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers as published by the Federal Reserve Bank of New York for such day (or, if such rate is not so published for any day, the average rate quoted to Bank on such day by three Federal funds brokers of recognized standing selected by Bank).

"Fixed Rate Term" means, with respect to a LIBOR Loan, a period of one, two, three or six months, as designated by Borrower and, with respect to a CD Loan, a period of 30, 60, 90 or 180 days, as designated by Borrower; provided however, that no Fixed Rate Term may extend beyond the date that is 180 days after the Maturity Date, and if the last day of a Fixed Rate Term is not a Business Day, such term shall be extended to the next succeeding Business Day, or if the next succeeding Business Day falls in another calendar month, such term shall end on the next preceding Business Day. Loans with a Fixed Rate Term that extends beyond the Maturity Date shall be subject to the provisions of Section 2.4(a).

"GAAP" means generally accepted accounting principles as in effect in the United States from time to time, consistently applied.

"Governmental Authority" means any domestic or foreign national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including the Federal Deposit Insurance Corporation,

the Federal Reserve Board, the Comptroller of the Currency, any central bank or any comparable authority.

"Governmental Rule" means any applicable law, rule, regulation, ordinance, order, code interpretation, judgment, decree, directive, guidelines, policy or similar form of decision of any Governmental Authority.

"Indebtedness" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money (including, without limitation, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured) or for the deferred purchase price of property or services, (b) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments, (c) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by

such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (d) all Capitalized Lease Obligations of such Person, (e) all Contingent Obligations of such Person, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any Stock or Stock Equivalents of such Person with a mandatory repurchase or redemption date of less than ten years from the date of issuance thereof, (g) all obligations of such Person under Interest Rate Contracts and commodity contracts, (h) all Indebtedness referred to in clause (a), (b), (c), (d), (e), (f) or (g) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and general intangibles) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness, (i) in the case of Borrower, its obligations under the Loan Documents, (j) all liabilities of such Person which would be shown on a balance sheet of such Person prepared in accordance with GAAP, and (k) all liabilities of such Person in connection with the failure to make when due any contribution or payment pursuant to or under any Plan.

"Interest Rate Contracts" means interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, interest rate insurance, and other agreements or arrangements designed to provide protection against fluctuations in interest rates.

"Indemnitees" has the meaning set forth in Section 8.4 hereof.

"LIBOR" means, for each Fixed Rate Term, the rate per annum (rounded upward if necessary to the nearest whole 1/16 of 1%) and determined pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{Base LIBOR}}{100\% - \text{LIBOR Reserve Percentage}}$$

As used herein, (a) "Base LIBOR" means the average of the rates per annum at which U.S. dollar deposits are offered to Bank in the London interbank eurocurrency market on the second Business Day prior to the commencement of a Fixed Rate Term at or about 11:00 A.M. (London time), for delivery on the first day of such Fixed Rate Term, for a term comparable to the number of days in such Fixed Rate Term and in an amount approximately equal to the principal amount to which such Fixed Rate Term shall apply, and (b) "LIBOR Reserve Percentage" means the reserve percentage prescribed by the Board of Governors of the Federal Reserve System (or any successor) for "Eurocurrency Liabilities" (as defined in Regulation D of the Federal

Reserve Board, as amended), adjusted by Bank for changes in such reserve percentage during the applicable Fixed Rate Term.

"LIBOR Loan" means the outstanding principal amount of any Loan that bears interest with reference to LIBOR.

"LIBOR Margin" means the number of basis points determined in accordance with Schedule I.

"Lien" means any (a) mortgage, deed of trust, pledge, hypothecation,

assignment, deposit arrangement, encumbrance, lien (statutory or other), security interest, priority or other security agreement or (b) preferential arrangement of any kind or nature whatsoever that has the same practical effect as a security interest, including, without limitation, any conditional sale or other title retention agreement or the interest of a lessor under a Capitalized Lease Obligation or any other lease.

"Loan" means a Loan made to Borrower pursuant to Section 2.1(a).

"Loan Documents" means this Agreement and all notes, guarantees, security agreements, subordination agreements, and other agreements, documents and instruments now or at any time hereafter executed and/or delivered by Borrower or any Obligor in connection with this Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Material Adverse Effect" means (a) a materially adverse effect on the condition (financial or otherwise), business, performance, prospects, operations or properties of Borrower, (b) material impairment of the ability of Borrower to perform the Obligations, or (c) material impairment of the rights and remedies of Bank under the Loan Documents.

"Maturity Date" means June 30, 1998.

"Note" means a promissory note executed by Borrower in favor of Bank evidencing the Loans, substantially in the form attached as Exhibit A hereto.

"Notice of Authorized Representatives" has the meaning set forth in Section 2.7 hereof.

"Notice of Borrowing" has the meaning set forth in Section 2.1(d) hereof.

"Obligations" means all of Borrower's obligations under the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Permit" means any permit, approval, authorization, license, variance or permission required from a Governmental Authority under an applicable Governmental Rule.

"Permitted Liens" means (a) Liens arising by operation of law for taxes, fees, assessments or governmental charges not yet delinquent or remain payable without penalty or which are being contested in good faith by appropriate proceedings and with adequate reserves in accordance with GAAP being maintained by Borrower, (b) statutory or common law Liens of mechanics, materialmen, shippers, warehousemen, carriers, landlords and other similar persons for services or materials arising in the ordinary course of business for which payment is not yet delinquent or which remain payable without penalty or are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto, (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, (d) Liens listed on Schedule II or otherwise permitted by Section 6.1 and (e) Liens in favor of Bank.

"Permitted Transferees" means any Person that is a shareholder of Borrower on the date of this Agreement (an "Existing Shareholder"), any relative (whether by affinity or consanguinity) of an Existing Shareholder (a "Relative") or any trust of which Existing Shareholders or Relatives are the only beneficiaries.

"Person" means an individual, partnership, corporation (including, without limitation, a business trust), joint stock company, limited liability company, limited liability partnership, trust, unincorporated association, joint venture or other entity, or a Governmental Authority.

"Plan" means an employee benefit plan, as defined in Section 3(3) of ERISA, which Borrower maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any of them.

"Release" means, as to any Person, any unpermitted spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the environment.

"Remedial Action" means all actions required to clean up, remove, prevent or minimize a Release or threat of Release or to perform pre-remedial studies and investigations and post-remedial monitoring and care.

"Stock" means shares of capital stock, beneficial or partnership interests, participations or other equivalents (regardless of how designated) of or in a

corporation or other entity, whether voting or non-voting, and includes, without limitation, common stock and preferred stock.

"Stock Equivalents" means all securities convertible into or exchangeable for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable.

"Tangible Net Worth" means stockholders' equity less: (a) all intangible assets (net of amortization); (b) all treasury stock; and (c) all obligations due from stockholders, employees and/or affiliates. For purposes of determining stockholders' equity, there shall be excluded from Borrower's Indebtedness and added to stockholders' equity the outstanding balance of principal and accrued interest on the AAA Notes.

"Tranche" means a collective reference to LIBOR Loans or CD Loans, the then-current Fixed Rate Term with respect to all of which begin on the same date and end on the same later date (whether or not such LIBOR Loans or CD Loans shall have originally been made on the same day).

1.2 HEADINGS

Headings in the Loan Documents are for convenience of reference only and are not part of the substance hereof or thereof.

ARTICLE II. THE CREDITS

2.1 REVOLVING LOANS

(a) On the terms and subject to the conditions contained in this Agreement, Bank agrees to make loans (each a "Loan") to Borrower from time to time until the Maturity Date in an aggregate amount not to exceed at any time outstanding (i) $70,000,000 during the period of August 1, 1997, through December 15, 1997, and (ii) $50,000,000 at all other times from the date of this Agreement through the Maturity Date. Borrower may, from time to time, borrow, partially or wholly repay the outstanding Loans, and reborrow, subject to all the limitations, terms and conditions contained herein.

(b) If at any time the Available Credit is negative, Borrower, without demand or notice, shall immediately repay that portion of the Loans necessary to cause the Available Credit to be no less than zero. Borrower shall repay the outstanding principal balance of the Loans, together with all accrued and unpaid interest and related fees, on the earlier of the Maturity Date or the due date determined pursuant to Section 7.2.

(c) The Loans shall be evidenced by a Note payable to the order of Bank.

(d) Borrower, through one of the Authorized Representatives, shall request each advance under Section 2.1(a) by giving Bank irrevocable written notice or telephonic notice (confirmed promptly in writing), in the form of Exhibit B attached hereto (each, a "Notice of Borrowing"), which specifies, among other things:

(i) the principal amount of the requested advance;

(ii) the proposed date of borrowing, which shall be a Business Day;

(iii) whether such advance is to be a Base Rate Loan , a LIBOR Loan or a CD Loan; and

(iv) if such advance is to be a LIBOR Loan or CD Loan, the length of the Fixed Rate Term applicable thereto.

Each such Notice of Borrowing must be received by Bank not later than (i)

10:00 a.m. (San Francisco time) on the date of borrowing if a Base Rate Loan, or (ii) at least three Business Days prior to the date of borrowing if a LIBOR Loan or a CD Loan. In addition to advances requested by Borrower, advances of Loans may be made automatically pursuant to certain cash management arrangements made by Borrower with Bank and each such advance shall be a Base Rate Loan.

2.2 INTEREST

(a) The outstanding principal balance of each Loan which is a Base Rate Loan shall bear interest at a fluctuating rate per annum equal to the aggregate of the Base Rate in effect from time to time plus the applicable Base Rate Margin. The outstanding principal balance of each Loan which is a LIBOR Loan shall bear interest at a fixed rate per annum determined by Bank to be equal to the aggregate of LIBOR in effect on the first day of the applicable Fixed Rate Term plus the applicable LIBOR Margin in effect on the first day of the applicable Fixed Rate Term. The outstanding principal balance of each CD Loan shall bear interest at a fixed rate per annum determined by Bank to be equal to the aggregate of the CD Rate in effect on the first day of the applicable Fixed Rate Term plus the applicable CD Margin in effect on the first day of the applicable Fixed Rate Term. The foregoing notwithstanding, the rate of interest applicable at all times during the continuation of an Event of Default shall be the applicable rate set forth above plus an additional 200 basis points. All fees, expenses and other amounts not paid when due shall bear interest (from the date due until paid) at a fluctuating rate per annum equal to the Base Rate in effect from time to time plus 200 basis points.

(b) All interest and per annum fees shall be computed on the basis of a 360-day year for the actual days elapsed. Interest on Base Rate Loans shall be payable monthly, in arrears, on the first day of each month. Interest on LIBOR Loans shall be paid on the last day of each Fixed Rate Term and at the end of the third month with respect to each Fixed Rate Term in excess of three months. Interest on CD Loans shall be paid by Borrowers on the last day of each Fixed Rate Term and at the end of the 90th day with respect to each Fixed Rate Term in excess of 90 days.

2.3 INTEREST OPTIONS

(a) Subject to the requirement that each LIBOR Loan or CD Loan be in a minimum amount of $500,000 and in integral multiples of $100,000 and the limitation in Section 2.3(b) regarding the number of Tranches outstanding at any time, (i) except as otherwise provided herein, at any time when an Event of Default is not continuing Borrower may convert all or any portion of a Base Rate Loan to a LIBOR Loan or CD Loan for a Fixed Rate Term designated by Borrower, and (ii) at any time Borrower may convert all or a portion of a LIBOR Loan or CD Loan at the end of the Fixed Rate Term applicable thereto to a Base Rate Loan or, if no Event of Default is continuing, to a LIBOR Loan or CD Loan for a new Fixed Rate Term designated by Borrower. If Borrower has not made the required interest rate conversion or continuation election prior to the last day of any Fixed Rate Term, Borrower shall be deemed to have elected to convert such LIBOR Loan or CD Loan to a Base Rate Loan.

(b) At no time shall there be more than 12 Tranches outstanding at any time.

(c) Borrower, through one of the Authorized Representatives, shall request each interest rate conversion or continuation by giving Bank irrevocable written notice or telephonic Notice of Borrowing, which specifies, among other things:

(i) the Loan to which such Notice of Borrowing applies;

(ii) the principal amount that is the subject of such conversion or continuation;

(iii) the proposed date of such conversion or continuation, which shall be a Business Day;

(iv) and if such Notice pertains to a LIBOR or CD Rate selection, the length of the applicable Fixed Rate Term.

Any such Notice of Borrowing must be received by Bank not later than (i) 10:00 a.m. (San Francisco time) on the effective date of any Base Rate interest

selection, and (ii) at least three Business Days prior to the effective date of any LIBOR or CD Rate selection.

2.4 OTHER PAYMENT TERMS

(a) Borrower shall pay Bank all outstanding principal, accrued interest and other charges with respect to the Loans on the Maturity Date. Notwithstanding that the last day of a Fixed Rate Term may extend beyond the Maturity Date by up to 180 days, all outstanding principal and interest on the Loans shall be paid in full on the Maturity Date.

(b) Bank may, and Borrower hereby authorizes Bank to, debit any deposit account of Borrower with Bank for all payments of principal, interest and fees as they become due, provided that Bank shall first debit account no. 4159601087 of Borrower with Bank before debiting any other account.

(c) Borrower shall make all payments due to Bank by payment to Bank at Bank's office as designated in Section 8.2, in lawful money of the United States and in same day or immediately available funds, not later than 12:00 noon (Portland time) on the date due.

(d) Whenever any payment due hereunder shall fall due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall be included in the computation of interest or fees, as the case may be.

(e) All payments under the Loan Documents (including prepayments) shall be applied first to unpaid fees, costs and expenses then due and payable under the Loan Documents, second to accrued interest then due and payable under the Loan Documents, third to all principal then due and payable under the Loan Documents and fourth to reduce the outstanding principal of the Loans. If an Event of Default has occurred and is continuing, Bank shall apply all payments as determined by it in its discretion.

2.5 CHANGE OF CIRCUMSTANCES

(a) If Bank at any time shall determine that adequate and reasonable means do not exist for ascertaining LIBOR or CD Rate or that LIBOR or CD Rate does not accurately reflect the cost to Bank of making or maintaining LIBOR interest rates or CD Rates hereunder, then Bank shall give written or telephonic notice (promptly confirmed in writing) to Borrower of such determination. If such notice is given and

until such notice has been withdrawn in writing by Bank, then no LIBOR interest option or CD based interest option, as the case may be, may be selected by Borrower.

(b) Notwithstanding any other provisions herein, if any Change of Law shall make it unlawful for Bank (i) to make a LIBOR or CD based interest rate available, or (ii) to maintain LIBOR or CD based interest rates hereunder, then, in the former event, any obligation of Bank hereunder to make available such unlawful LIBOR or CD based interest rate shall forthwith be canceled, and in the latter event, any such unlawful LIBOR Loan or CD based Loan then outstanding shall, at the option of Bank, be converted so that interest is determined in relation to the Base Rate pursuant to the terms of this Agreement; provided however, if any such Change in Law shall permit a LIBOR or CD based interest rate until the expiration of the Fixed Rate Term relating thereto, then such permitted LIBOR Loan or CD Loan shall continue as such until the end of such Fixed Rate Term. If as a result of this Section a LIBOR Loan or CD Loan is converted to a Loan with a lower interest rate, Borrower shall pay to Bank immediately upon demand such amount or amounts as may be necessary to compensate Bank for any loss in connection therewith.

(c) Upon the occurrence of any event described in Section 2.5(b), Borrower shall pay to Bank, immediately upon demand, such amount or amounts as may be necessary to compensate Bank for any fines, fees, charges, penalties or other amounts payable by Bank as a result thereof and which are attributable to LIBOR or CD (as may be the case) based interest rates made available to Borrower hereunder, except for any such fines, fees, charges, penalties or other amounts resulting from a violation of law knowingly engaged in by Bank. In determining which amounts payable by Bank and/or losses incurred by Bank are attributable to LIBOR or CD interest rates made available to Borrower hereunder, any reasonable

allocation made by Bank among its operations shall, in the absence of manifest error, be conclusive and binding upon Borrower.

(d) If any Change of Law

(i) shall subject Bank to any tax, duty or other charge with respect to any LIBOR or CD based interest rate, or shall change the basis of taxation of payments by Borrower to Bank of principal, interest, fees or any other amount payable hereunder (except for changes in the rate of taxation on the overall net income of Bank imposed by the jurisdiction of Bank's incorporation or by any jurisdiction in which its applicable lending office is located); or

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances or loans by, or any other acquisition of funds by Bank; or

(iii) shall impose on Bank any other condition;

and the effect of any of the foregoing is to increase the cost to Bank of making, renewing or maintaining any LIBOR Loan or CD Loan hereunder or to reduce any amount or return receivable by Bank in connection therewith, then Borrower shall, immediately upon demand, pay to Bank such amount or amounts as may be necessary to reimburse Bank for such increased costs or to compensate Bank for such reduced amounts. A certificate as to the amount of such increased costs or reduced amounts, delivered by Bank to Borrower shall, in the absence of manifest error, be conclusive and binding on Borrower for all purposes.

(e) If Bank shall have determined that any Change of Law regarding capital adequacy has or shall have the effect of reducing the rate of return on the capital of Bank (or any entity controlling Bank) as a consequence of Bank's obligations hereunder to a level below that which Bank or such entity would have achieved but for such Change of Law (taking into consideration Bank's or such entity's policies with respect to capital adequacy), by an amount deemed by Bank to be material, then from time to time, within fifteen days after demand by Bank, Borrower shall pay to Bank or such entity such additional amounts as shall compensate Bank or such entity for such reduction. Any such request by Bank under this Section shall set forth the basis of the calculation of such additional amounts and shall, in the absence of manifest error, be conclusive and binding on Borrower for all purposes.

(f) Failure or delay by Bank to demand compensation under this Section 2.5 shall not constitute a waiver of Bank's rights to demand such compensation; provided, however, that Bank shall not be entitled to compensation under this Section 2.5 for any increased costs or reductions incurred or suffered with respect to any date unless the Bank shall have notified Borrower of such demand for compensation not more than 90 days after the later of (i) such date and (ii) the date on which Bank became aware of such costs or reductions.

2.6 FUNDING LOSS INDEMNIFICATION

If Borrower shall (a) repay or prepay any portion of a LIBOR Loan or CD Loan on any day other than the last day of the Fixed Rate Term therefor (whether an optional prepayment, a mandatory prepayment, a payment upon acceleration or otherwise), (b) fail to borrow the full amount of a LIBOR Loan or CD Loan set forth in any Notice of Borrowing which has been delivered to Bank (whether as a result of the failure to satisfy any applicable conditions or otherwise), or (c) fail to convert or continue at the LIBOR or CD Rate interest based option any portion of a Loan in accordance with a Notice of Borrowing delivered to Bank (whether as a result of the failure to satisfy any applicable conditions or otherwise), Borrower shall, upon demand by Bank, reimburse Bank and hold Bank harmless for all costs and losses

incurred by Bank as a result of such repayment, prepayment or failure. Borrower understands that such costs and losses may include, without limitation, losses incurred by Bank as a result of funding and other contracts entered into by Bank to fund any LIBOR Loan or CD Loan. Bank shall deliver to Borrower a certificate setting forth the amount of costs and losses for which demand is made. Such a certificate so delivered to Borrower shall, in the absence of manifest error, be conclusive and binding on Borrower as to the amount of such loss for all

purposes. The agreements in this Section shall survive the termination of this Agreement.

2.7 AUTHORIZED REPRESENTATIVES

On the Closing Date, and from time to time subsequent thereto at Borrower's option, Borrower shall deliver to Bank a written notice in the form of Exhibit C attached hereto, which designates by name each Authorized Representative and includes each of their respective specimen signatures (each, a "Notice of Authorized Representatives"). Bank shall be entitled to rely conclusively on the authority of each officer or employee designated as an Authorized Representative in the most current Notice of Authorized Representatives delivered by Borrower to Bank, to request borrowings and select interest rate options hereunder, and to give to Bank such other notices as are specified in this Agreement as being made through one of Borrower's Authorized Representatives, until such time as Borrower has delivered to Bank, and Bank has actual receipt of, a new written Notice of Authorized Representatives. Bank shall have no duty or obligation to Borrower to verify the authenticity of any signature appearing on any Notice of Borrowing or any other written notice from an Authorized Representative or to verify the authenticity of any person purporting to be an Authorized Representative giving any telephonic notice permitted hereby.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Borrower makes the following representations and warranties to Bank, subject to the exceptions set forth on the Disclosure Schedule, which representations and warranties shall survive the execution of this Agreement and shall continue in full force and effect until the full and final payment in cash and satisfaction and discharge of all Obligations:

3.1 LEGAL STATUS

Borrower is a corporation, duly organized and existing under the laws of the jurisdiction of its incorporation, and is qualified or licensed to do business (and is in good standing as a foreign corporation, if applicable) in all jurisdictions in which such qualification or licensing is required or in which the failure to so qualify or to be so licensed could reasonably be expected to have a Material Adverse Effect.

3.2 OWNERSHIP; SUBSIDIARIES

(a) All of Borrower's outstanding capital stock has been validly issued and is fully paid and nonassessable. On the date hereof (i) no authorized but unissued shares, no treasury shares and no other outstanding shares of its capital stock are subject to any option, warrant, right of conversion or purchase or any similar right granted by Borrower, and (ii) it is not a party to any agreement or understanding with respect to the voting, sale or transfer of any shares of its capital stock.

(b) As of the Closing Date, Borrower has no subsidiaries and does not own or hold, directly or indirectly, any capital stock or equity security of, or any equity interest in, any Person.

3.3 AUTHORIZATION AND VALIDITY

The Loan Documents have been duly authorized and the performance by Borrower of its obligations under the Loan Documents constitute a proper corporate purpose under applicable law. The Loan Documents, upon their execution and delivery in accordance with the provisions hereof, will constitute legal, valid and binding agreements and obligations of it enforceable against Borrower in accordance with their respective terms.

3.4 NO VIOLATION

The execution, delivery and performance by Borrower of each of the Loan Documents do not violate or contravene any provision of its articles of incorporation or by-laws and do not violate any Governmental Rule or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which it or any subsidiary of it is a party or by which it may be bound, which violation, breach or default would have a Material Adverse Effect.

3.5 NO CLAIMS

There are no pending, or to the best of Borrower's knowledge threatened, actions, claims, investigations, suits or proceedings before any Governmental Authority or arbitrator which could reasonably be expected to have a Material Adverse Effect.

3.6 CORRECTNESS OF FINANCIAL STATEMENTS

Borrower's financial statements dated as of and for the period ended March 31, 1997, heretofore delivered by Borrower to Bank, (a) present fairly its financial condition; (b) disclose all of its liabilities required to be reflected or reserved against in such financial statements under GAAP, whether liquidated or unliquidated, fixed or

contingent; and (c) have been prepared in accordance with GAAP (except for the absence of footnote disclosure and subject to year-end audit adjustments). Except as disclosed to Bank pursuant to Section 5.3, since the date of such financial statements there has been no change or changes which have resulted in a Material Adverse Effect.

3.7 INCOME TAX RETURNS

Borrower does not have any knowledge of any pending assessments or adjustments of any income tax payable by it with respect to any year the payment of which would have a Material Adverse Effect.

3.8 NO SUBORDINATION

There is no agreement, indenture, contract or instrument to which Borrower or any subsidiary is a party or by which it or any subsidiary may be bound that requires the subordination in right of payment of any of Borrower's Obligations subject to this Agreement to any other obligation of Borrower or such subsidiary.

3.9 ERISA

Borrower is in compliance in all material respects with the applicable provisions of ERISA. Borrower has not violated any provision of any Plan maintained or contributed to by Borrower in a manner that could reasonably be expected to result in a Material Adverse Effect. No "reportable event" (as defined in Title IV of ERISA) has occurred and is continuing with respect to any Plan initiated by Borrower which could reasonably be expected to have a Material Adverse Effect.

3.10 OTHER OBLIGATIONS

Borrower is not in default with respect to any Indebtedness that, in the aggregate, is material, or any of its material Contractual Obligations.

3.11 ENVIRONMENTAL MATTERS

Borrower and each subsidiary of it is in compliance in all material respects with all Environmental Laws applicable to it, other than such noncompliance as in the aggregate could not reasonably be expected to have a Material Adverse Effect. Neither Borrower nor any subsidiary of it has received notice that it is the subject of any federal or state investigation evaluating whether any Remedial Action is needed, except for such notices received which in the aggregate do not refer to Remedial Actions that could reasonably be expected to result in a Material Adverse Effect. There have been no Releases by Borrower or a subsidiary of Borrower which could reasonably be expected to result in a Material Adverse Effect.

3.12 LIENS

There are no Liens of any nature whatsoever on any of its properties other than Permitted Liens.

3.13 NO BURDENSOME RESTRICTIONS; NO DEFAULTS

(a) Borrower is not is a party to any Contractual Obligation the compliance

with which could reasonably be expected to have a Material Adverse Effect or the performance of which, either unconditionally or upon the happening of an event, will result in the creation of a Lien (other than Permitted Liens) on the property or assets of Borrower.

(b) No Default has occurred and is continuing.

(c) There is no Governmental Rule applicable to Borrower or its business, the compliance with which by Borrower could reasonably be expected to have a Material Adverse Effect.

3.14 NO OTHER VENTURES

Borrower is not engaged in any joint venture, partnership or other similar business association with any other Person.

3.15 INVESTMENT COMPANY ACT

Borrower is not an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

3.16 INSURANCE

All current policies of insurance of any kind or nature owned by or issued to Borrower, including, without limitation, policies of fire, theft, product liability, public liability, property damage, other casualty, employee fidelity, workers' compensation and employee health and welfare insurance, are in full force and effect and are of a nature and provide such coverage as is customarily carried by companies of its size and character. Borrower has no reason to believe that it will be unable to comply with Section 5.4.

3.17 LABOR MATTERS

(a) There are no strikes, work stoppages, slowdowns or lockouts pending or, to Borrower's knowledge, threatened against or involving Borrower, other than

those which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(b) As of the date hereof Borrower is not a party to, and has no obligations under, any collective bargaining agreement.

(c) There is no organizing activity involving Borrower pending or, to its knowledge, threatened, by any labor union or group of employees, other than those which in the aggregate could not reasonably be expected to have a Material Adverse Effect. There are no representation proceedings pending against Borrower or, to its knowledge, threatened with the National Labor Relations Board, and no labor organization or group of its employees has made a pending demand on it for recognition, other than those which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(d) There are no unfair labor practice charges, arbitrations, grievances or complaints pending or in process or, to its knowledge, threatened, by or on behalf of any employee or group of employees of Borrower, other than those which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(e) There are no complaints or charges against Borrower pending or, to its knowledge, threatened to be filed with any Governmental Authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment by it of any individual, other than those which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(f) Borrower is in material compliance with all laws, and all orders of all Governmental Authorities and arbitrators, relating to the employment of labor including all such laws relating to wages, hours, collective bargaining, discrimination, civil rights, and the payment of withholding and/or social security and similar taxes, other than those the non-compliance with which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

3.18 FORCE MAJEURE

Neither Borrower's business nor its properties are currently suffering from the effects of any fire, explosion, accident, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance), other than those the consequences of which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

3.19 INTELLECTUAL PROPERTY

Borrower owns or licenses or otherwise has the right to use all material licenses, Permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations and other intellectual property rights that are necessary for the operation of its businesses, without infringement upon or conflict with the rights of any other Person with respect thereto, including, without limitation, all trade names. No slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by Borrower infringes upon or conflicts with any rights owned by any other Person, which infringement or conflict is reasonably likely to have a Material Adverse Effect, and no claim or litigation regarding any of the foregoing is pending or, to its knowledge, threatened, the existence of which could reasonably be expected to have a Material Adverse Effect.

3.20 CERTAIN INDEBTEDNESS

The Disclosure Schedule identifies as of the Closing Date all Indebtedness of Borrower which is either (a) for borrowed money or (b) incurred outside of the ordinary course of the business.

3.21 SENIORITY

Borrower's obligations hereunder rank at least pari passu to all of its other Indebtedness, except Indebtedness secured by Permitted Liens.

3.22 TRUTH, ACCURACY OF INFORMATION

All financial and other information furnished to Bank in connection with this Agreement is accurate in all material respects as of the date furnished and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the information furnished, in light of the circumstances under which furnished, not misleading; provided, however, that with respect to any such information which is a forecast or projection, Borrower represents only that it acted in good faith and utilized reasonable assumptions based on due and careful consideration and on the information known to it at the time of the preparation of such forecast or projection.

3.23 USE OF PROCEEDS

The proceeds of the Loans are being used by Borrower only (a) to finance acquisitions permitted by the terms of this Agreement, (b) for working capital, and (c) for general corporate purposes.

ARTICLE IV. CONDITIONS

4.1 CONDITIONS OF INITIAL EXTENSION OF CREDIT

The obligation of Bank to make the initial Loans contemplated by this Agreement is subject to the fulfillment to Bank's satisfaction of all of the following conditions:

(a) All legal matters incidental to the extension of credit hereunder shall be reasonably satisfactory to counsel for Bank.

(b) Bank shall have received, in form and substance reasonably satisfactory to Bank, each of the following, duly executed:

(i) this Agreement and the Note;

(ii) corporate borrowing resolution from Borrower;

(iii) status certificate for Borrower from its state of incorporation and a copy of Borrower's articles of incorporation and all amendments thereto, certified by Borrower's secretary to be correct and complete;

(iv) a copy of Borrower's bylaws and all amendments thereto, certified by its secretary as correct and complete;

(v) certificate of incumbency;

(vi) Notice of Authorized Representatives; and

(vii) such other documents as Bank may reasonably require.

(c) There is no event or circumstance which can reasonably be expected to have a Material Adverse Effect.

(d) Borrower shall have paid all fees and costs and expenses then due pursuant to the terms of this Agreement.

4.2 CONDITIONS OF EACH EXTENSION OF CREDIT

The obligation of Bank to make any Loan (including any Loan being made by Bank on the Closing Date), other than a continuation or conversion of a Loan as provided in Section 2.3(a), shall be subject to the further conditions precedent that:

(a) The following statements shall be true on the date of such Loan, both before and after giving effect thereto and to the application of the proceeds therefrom (and the acceptance by Borrower of the proceeds of such Loan shall constitute a representation and warranty by Borrower that on the date of such Loan or such issuance such statements are true):

(i) the representations and warranties of Borrower contained in the Loan Documents are correct in all material respects on and as of such date as though made on and as of such date or, as to those representations and warranties limited by their terms to a specified date, were correct in all material respects on and as of such date; and

(ii) no Default is continuing or would result from the Loans being made on such date;

(b) The making of the Loans on such date does not violate any Governmental Rule and is not enjoined, temporarily, preliminarily or permanently;

(c) Bank shall have received such additional documents, information and materials as Bank may reasonably request; and

(d) No event or circumstance exists which can reasonably be expected to have a Material Adverse Effect.

ARTICLE V. AFFIRMATIVE COVENANTS

Borrower covenants that so long as Bank remains committed to extend credit to Borrower pursuant to the terms hereof or any liabilities (whether direct or contingent, liquidated or unliquidated) of Borrower under any of the Loan Documents remain outstanding, and until payment in full, in cash, of all Obligations, Borrower shall, unless Bank otherwise consents in writing:

5.1 PUNCTUAL PAYMENTS

Punctually pay all principal, interest, fees and other liabilities due under any of the Loan Documents at the times and place and in the manner specified therein.

5.2 ACCOUNTING RECORDS

Keep accurate books and records of its and its subsidiaries' financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with GAAP.

5.3 FINANCIAL STATEMENTS

Provide Bank all of the following, in form and detail reasonably satisfactory to Bank:

(a) Not later than 120 days after and as of the end of each fiscal year of Borrower, the following audited financial statements of Borrower (on a consolidated basis), prepared in accordance with GAAP and certified by an independent certified public accountant reasonably acceptable to Bank and such accountant's opinion with respect thereto (which shall not be qualified in any material respect): balance sheet and statements of earnings, shareholders' equity and cash flows;

(b) Not later than 45 days after and as of the end of each of the first three fiscal quarters of Borrower, the following financial statements of Borrower (on a consolidated basis), prepared in accordance with GAAP (except for the absence of footnote disclosures and subject to year-end audit adjustments), including a comparison of Borrower's financial condition for said fiscal quarter and year to date with respect to the same fiscal quarter and period of the immediately preceding fiscal year, together with a certificate by a senior financial officer of Borrower certifying that such financial statements fairly present in all material respects Borrower's financial condition as of the end of such fiscal quarter: balance sheet and statements of earnings, shareholders' equity and cash flows;

(c) Contemporaneously with the delivery of the financial statements required hereby, a certificate of Borrower's chief financial officer (i) stating that no Event of Default has occurred and that no Default has occurred and is continuing or, if an Event of Default has occurred or a Default has occurred and is continuing, specifying the nature and extent thereof in reasonable detail together with a statement of any action taken or proposed to be taken with respect thereto and (ii) setting forth the calculations required to establish compliance by Borrower with the covenants set forth in Section 5.17, as well as the Capital Ratio described in Schedule I; and

(d) From time to time such other information as Bank may reasonably request, which may include, without limitation, budgets, forecasts, projections and other information respecting the business of Borrower.

5.4 INSURANCE

Maintain and keep in force such insurance (including self-insurance) covering such risks customarily insured against by corporations similarly situated, with reputable companies or with the United States government or any agency or instrumentality thereof, in such amounts and by such methods as shall be reasonably adequate.

5.5 COMPLIANCE

Preserve and maintain all licenses, Permits, governmental approvals, rights, privileges and franchises necessary for the conduct of its business and comply in all material respects, with all Governmental Rules, Contractual Obligations, commitments, instruments, licenses, Permits and franchises, other than such failure to preserve or maintain or non-compliance the consequences of which in the aggregate could not reasonably be expected to have a Material Adverse Effect.

5.6 FACILITIES

Keep all material properties useful or necessary to Borrower's business in good repair and condition, and from time to time make necessary repairs, renewals and replacements thereto so that such property shall be efficiently preserved and maintained, provided, that nothing in this covenant shall preclude Borrower from disposing of properties in the ordinary course of business.

5.7 TAXES AND OTHER LIABILITIES

Pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including, without limitation, Federal and state income taxes and state and local property taxes and assessments, except such as Borrower may in good faith contest or as to which a bona fide dispute may exist and for which Borrower has made provision for adequate reserves in accordance with GAAP.

5.8 LITIGATION

Promptly give notice in writing to Bank of any litigation, arbitration or other legal proceeding pending or threatened against Borrower or any subsidiary with a claim in excess of $1,000,000 for Borrower and its subsidiaries.

5.9 NOTICE TO BANK

(a) Promptly (but in no event more than five Business Days after the occurrence of each such event or matter) give written notice to Bank in reasonable

detail of: (i) the occurrence of any Default which has not been cured before the giving of such notice; (ii) any termination or cancellation of any material insurance policy which Borrower is required to maintain, unless such policy is replaced without any break in coverage with an equivalent or better policy; (iii) any uninsured or partially uninsured loss or losses through liability or property damage, or through fire, theft or any other cause affecting the property of Borrower in excess of an aggregate of $1,000,000 during any twelve-month period; or (iv) any change in the name or the organizational structure of Borrower or any subsidiary.

(b) As soon as possible and in any event within thirty days after Borrower knows or has reason to know that any "reportable event" (as defined in Title IV of ERISA) that triggers an obligation to file a notice with the Pension Benefit Guaranty Corporation with respect to any Plan has occurred that alone or together with any other "reportable event" is reasonably likely to result in an increase in the present value of future liabilities under all Plans of Borrower of more than $1,000,000, deliver to Bank a statement of the president or chief financial officer of Borrower setting forth details as to such reportable event and the action that Borrower proposes to take with respect thereto, together with a copy of the notice of such reportable event to the Pension Benefit Guaranty Corporation.

5.10 CONDUCT OF BUSINESS

Except as otherwise permitted by this Agreement, (a) conduct its business in the ordinary course and (b) use its reasonable efforts, consistent with past practice, to (i) preserve its business and the goodwill and business of the customers, advertisers, suppliers and others with whom it has business relations, (ii) keep available the services and goodwill of its present employees, and (iii) preserve all material rights, Permits, licenses, approvals, privileges, registered patents, trademarks, trade names, copyrights and service marks and other intellectual property with respect to its business.

5.11 PRESERVATION OF CORPORATE EXISTENCE, ETC.

Preserve and maintain its corporate existence, rights (charter and statutory) and material franchises, unless the failure to so preserve and maintain could not reasonably be expected to have a Material Adverse Effect.

5.12 ACCESS

At any reasonable time and from time to time upon at least two Business Days' prior notice from Bank (unless a Default shall have occurred and be continuing, in which case no prior notice is necessary), permit Bank, or any agents or representatives thereof, to (i) examine and make copies of and abstracts from the records and books of

account of Borrower, (ii) visit the properties of Borrower, and (iii) discuss the affairs, finances and accounts of Borrower with any of its officers or directors who may then be reasonably available and with Borrower's independent certified public accountants in the presence of an officer or director of Borrower. Borrower shall authorize its independent certified public accountants to disclose to Bank any and all financial statements and other written information of any kind, including, without limitation, copies of any management letter, with respect to the business, financial condition or results of operations of Borrower and each of its subsidiaries.

5.13 PERFORMANCE AND COMPLIANCE WITH OTHER COVENANTS

Perform and observe all the terms, covenants and conditions required to be performed and observed by it under its Contractual Obligations (including, without limitation, to pay all rent and other charges payable under any lease and all debts and other obligations as the same become due), and do all things necessary to preserve and to keep unimpaired its rights under such Contractual Obligations, other than such failures the consequences of which in the aggregate are not reasonably likely to have a Material Adverse Effect.

5.14 APPLICATION OF PROCEEDS

Use the entire amount of the proceeds of each Loan as provided in Section 3.23.

5.15 FISCAL YEAR; ACCOUNTING CHANGES

Notify Bank at least 60 days in advance of any action Borrower intends to take to change (i) its fiscal year, (ii) its method of accounting, or any accounting practice used by it, or the application of GAAP in a manner inconsistent with the financial statements previously delivered by Borrower to Bank, or (iii) its tax status as a subchapter S corporation.

5.16 ENVIRONMENTAL

(a) Promptly give notice to Bank upon obtaining knowledge of (i) any claim, injury, proceeding, investigation or other action, including a request for information or a notice of potential environmental liability, by or from any Governmental Authority or any third-party claimant that could reasonably be expected to result in Borrower or any subsidiary incurring any material Environmental Liabilities and Costs or (ii) the discovery of any Release at, on, under or from any real property, facility or equipment owned or leased by Borrower or a subsidiary in excess of reportable or allowable standards or levels under any applicable Environmental

Law, or in any manner or amount that could reasonably be expected to result in Borrower or any subsidiary incurring Environmental Liabilities and Costs.

(b) Upon discovery of the presence on any property owned or leased by Borrower or a subsidiary of any Contaminant that reasonably could be expected to result in material Environmental Liabilities and Costs, take all Remedial Action required by applicable Environmental Law.

5.17 FINANCIAL COVENANTS

(a) As of December 31, 1997, maintain (on a consolidated basis) Tangible Net Worth in an amount equal to or greater than $91,936,000 plus the greater of (i) $5,000,000 or (ii) 35 percent of Borrower's net income for the fiscal year ending December 31, 1997.

(b) As of the last day of each fiscal quarter of Borrower, maintain the Advance Basis in an amount equal to or greater than the aggregate outstanding principal balance of the Loans as of each such date.

5.18 FURTHER ASSURANCES

At the request of Bank at any time and from time to time, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be reasonably necessary or proper to effectuate the provisions or purposes of this Agreement or any of the other Loan Documents, at Borrower's expense. Bank may at any time and from time to time request a certificate from an officer of Borrower representing that all conditions precedent to the making of Loans contained herein are satisfied. In the event of such request by Bank, Bank may, at its option, cease to make any further Loans until Bank has received such certificate and, in addition, Bank has determined that such conditions are satisfied.

ARTICLE VI. NEGATIVE COVENANTS

Borrower covenants that so long as Bank remains committed to extend credit to Borrower pursuant to the terms hereof or any liabilities (whether direct or contingent, liquidated or unliquidated) of Borrower under any of the Loan

Documents remain outstanding, and until payment in full, in cash of all Obligations, Borrower will not, without the prior written consent of Bank:

6.1 LIENS

Create or suffer to exist any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired, or assign any right to receive income, except for the following:

(a) Liens, if any, created pursuant to the Loan Documents;

(b) The Permitted Liens not otherwise described in this Section 6.1;

(c) Zoning restrictions, easements, rights of way, survey exceptions, encroachments, covenants, licenses, reservations, leasehold interests, restrictions on the use of real property or minor irregularities incident thereto which do not in the aggregate materially detract from the value or use of the property or assets of the Borrower or any subsidiaries or impair, in any material manner, the use of such property for the purposes for which such property is held by the Borrower or any subsidiaries;

(e) Liens existing on the date of this Agreement and disclosed on the Disclosure Schedule and any related payment and performance obligations in respect of the Indebtedness secured thereby;

(f) Liens to secure Capitalized Lease Obligations and operating leases and any related payment and performance obligations; provided, however, that: (i) any such Lien is created solely for the purpose of securing Indebtedness representing, or incurred to finance, refinance or refund, the cost (including, without limitation, the cost of construction, capitalized interest and the reasonable fees and expenses relating to such Indebtedness) of the property subject thereto, (ii) the principal amount of the Indebtedness secured by such Lien does not exceed 100 percent of such cost, and (iii) such Lien does not extend to or cover any other property other than such item of property and any improvements on such item;

(g) The interests of lessors or lessees of property leased pursuant to leases permitted hereunder;

(h) Liens in favor of Bank and/or any of its affiliates;

(i) Liens securing (i) the nondelinquent performance of bids, trade contracts (other than for borrowed money) and statutory obligations, (ii) Contingent Obligations on surety and appeal bonds, and (iii) other nondelinquent obligations of a like nature, in each case incurred in the ordinary course of business, provided that all such Liens in the aggregate would not (even if enforced) cause any Material Adverse Effect;

(j) Purchase money security interests in any property acquired or held by Borrower and its subsidiaries in the ordinary course of business, securing Indebtedness not to exceed $5,000,000 in the aggregate incurred or assumed for the purpose of financing all or any part of the cost of acquiring or constructing such property; provided that (i) any such Lien attaches to such property concurrently with or within 30 days after the acquisition or completion of construction thereof, (ii) such Lien attaches solely to the property (including proceeds thereof) so acquired or constructed in such transaction, and (iii) the principal amount of the Indebtedness secured thereby does not exceed 100 percent of the cost of such property;

(k) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided that (i) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by Borrower in excess of those set forth in regulations promulgated by the Federal Reserve Board and (ii) such deposit account is not intended by Borrower to provide collateral to any depository institution;

(l) Any Lien existing on any specific item of real or personal property or asset prior to the acquisition thereof by Borrower securing Indebtedness not to exceed $1,000,000 in the aggregate; provided that (i) such Lien is not created

in contemplation of or in connection with such acquisition and (ii) such Lien does not apply to any other property or assets of Borrower;

(m) Liens created by or relating to any legal proceeding which at the time is being contested in good faith by appropriate proceedings, provided, that in the case of a Lien consisting of an attachment or judgment Lien, the judgment it secures shall, within 60 days thereof, have been discharged or execution thereof stayed pending appeal, or discharged within 60 days after the expiration of any such stay and provided further that all such Liens in the aggregate at any time outstanding do not exceed $1,000,000;

(n) Liens securing Indebtedness, the proceeds of which are used to refinance the Indebtedness secured by any Lien permitted hereunder, provided that such Lien does not apply to any additional property or assets of Borrower (other than the proceeds of the property or assets subject to such Lien); and

(o) Other Liens to secure Indebtedness of Borrower in an aggregate amount not to exceed $500,000; provided, however that such Liens shall not include Liens encumbering all or substantially all of Borrower's inventory, accounts receivable or equipment.

6.2 RESTRICTED PAYMENTS, REDEMPTIONS

(a) During the continuation of any Event of Default or if the proposed transaction would result in the occurrence of a Default or an Event of Default:

(i) declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account or in respect of any of its Stock or Stock Equivalents; or

(ii) purchase, redeem or otherwise acquire for value any of Borrower's Stock or Stock Equivalents.

(b) Notwithstanding the foregoing, and provided that Bank has not given Borrower notice of acceleration or taken any other action to accelerate the Loans that Borrower has knowledge of, Borrower may make distributions to its shareholders after the occurrence and during the continuation of an Event of Default for the following purposes:

(i) the payment by Borrower's shareholders of federal income taxes attributable to the income of Borrower that is required to be recognized by Borrower's shareholders pursuant to Subchapter S of the Internal Revenue Code of 1986, as amended; or

(ii) the payment by Borrower's shareholders of federal gift taxes in an aggregate amount not to exceed $15,000,000 resulting from the transfer by gift of Stock of Borrower prior to the date of this Agreement.

(c) Make any distribution in respect of Borrower's accumulated adjustment account except (i) such distributions evidenced by promissory notes that are payable solely from proceeds of a public offering of Borrower's Stock or (ii) distributions in cash, provided that concurrently with such distributions the shareholders receiving the distributions shall loan to Borrower the amount of such distributions, repayment of which shall be evidenced by notes that are fully subordinated to the Obligations as to principal, interest and all other charges on terms approved by Bank in writing prior to the execution of such notes by Borrower.

6.3 MERGERS, SALE OF ASSETS, ETC.

(a) Merge or consolidate with any Person, acquire, either directly or through any affiliate, all or a substantial portion of the Stock, Stock Equivalents or assets of another Person, or form any subsidiaries without Bank's prior written consent (which shall not be unreasonably withheld or delayed); provided that Borrower may, without the prior written consent of Bank, (i) cause any of its subsidiaries to be

merged into Borrower, (ii) acquire, either directly or through any affiliate, all or a substantial portion of the Stock, Stock Equivalents or assets of any Person so long as the total consideration to be paid in any fiscal year of Borrower for such acquisitions in the aggregate does not exceed $3,000,000 or

(iii) form one or more subsidiaries so long as the aggregate value of assets transferred by Borrower to its subsidiaries in any fiscal year does not exceed $3,000,000.

(b) Sell, convey, transfer, lease or otherwise dispose of any of its assets (including, without limitation, the Stock of a subsidiary) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of the assets of Borrower, except (i) Permitted Liens and (ii) the sale or disposition of inventory in the ordinary course of business and/or assets which have become obsolete or are replaced in the ordinary course of business.

6.4 INVESTMENTS IN OTHER PERSONS

Except as otherwise permitted by Section 6.2 or 6.3, directly or indirectly, make or maintain any loan or advance to any other Person or own, purchase or otherwise acquire any Stock, Stock Equivalents, other equity interest, obligations or other securities of, or otherwise invest in, any other Person (any such transaction being an "Investment"), except:

(a) Investments in accounts, contract rights and chattel paper, notes receivable and similar items arising or acquired in the ordinary course of business consistent with Borrower's past practice;

(b) Incidental advances to employees of Borrower in the ordinary course of business;

(c) Investments in existence on the Closing Date;

(d) Loans and capital contributions to Borrower's subsidiaries in the ordinary course of business consistent with Borrower's past practice;

(e) Foreign exchange contracts entered into by Borrower in the ordinary course of business; and

(f) Short-term investments made for cash management purposes and investment vehicles approved by Bank in writing, which approval shall not be unreasonably withheld or delayed.

6.5 CHANGE IN NATURE OF BUSINESS

Directly or indirectly engage in any business activity other than its current business activity and business activities reasonably related thereto.

6.6 GUARANTIES

Guarantee or become liable in any way as surety, endorser (other than as endorser of negotiable instruments for deposit or collection in the ordinary course of business), accommodation endorser or otherwise for, nor pledge or hypothecate any assets of Borrower or any subsidiary as security for, any liabilities or obligations of any other Person except:

(a) Any of the foregoing required by this Agreement;

(b) Guaranties by Borrower of the indebtedness of Columbia Sportswear Canada in an aggregate amount not to exceed $20,000,000 in U.S. dollars;

(c) Guaranties by Borrower of the indebtedness of Columbia Sportswear Japan KK in an aggregate amount not to exceed $10,000,000 in U.S. dollars; and

(d) Guaranties existing on the Closing Date that are described in the Disclosure Schedule.

6.7 PLANS

(a) Adopt or become obligated to contribute to any Title IV Plan or any multiemployer Plan or any other Plan subject to Section 412 of the Internal Revenue Code (except for any such Plan listed on the Disclosure Schedule on the Closing Date), (b) establish or become obligated with respect to any new welfare benefit Plan, or modify any existing welfare benefit Plan, which is reasonably likely to result in an increase of the present value of future liabilities for post-retirement life insurance and medical benefits, or (c) establish or become

obligated to contribute to any new unfunded pension Plan, or modify any existing unfunded pension Plan, which is reasonably likely to result in an increase in the present value of future unfunded liabilities under all such plans.

6.8 ACCOUNTING CHANGES

Make any change in accounting practices, except such changes as are in conformity with GAAP and disclosed to Bank pursuant to Section 5.15.

6.9 CANCELLATION OF INDEBTEDNESS OWED TO BORROWER

Cancel any material claim of or Indebtedness owed to Borrower other than for legitimate business purposes in the reasonable judgment of Borrower and in the ordinary course of business.

6.10 NO SPECULATIVE TRANSACTIONS

Engage in any commodity contract or Interest Rate Contract other than foreign exchange contracts in the ordinary course of business.

6.11 MARGIN REGULATIONS

Use the proceeds of any Loans to purchase or carry any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

6.12 ENVIRONMENTAL

Permit any lessee or any other Person to, dispose of any Contaminant by placing it in or on the ground or waters of any property owned or leased by Borrower or any of its subsidiaries, except in material compliance with Environmental Law or the terms of any Permit or other than those which in the aggregate have no reasonable likelihood of having a Material Adverse Effect.

6.13 TRANSACTIONS WITH AFFILIATES

Except as otherwise permitted by Section 6.2 , 6.3 or 6.4, enter into any transaction directly or indirectly with or for any affiliate except in the ordinary course of business on a basis no less favorable to such affiliate than would be obtained in a comparable arm's length transaction with a Person not an affiliate involving assets that are not material to the business and operations of Borrower.

ARTICLE VII. EVENTS OF DEFAULT

7.1 EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) Borrower shall fail to pay (i) any principal of any Loan when due; (ii) any other Obligation (including payment of interest on any Loan) within five days after any such amount becomes due in accordance with the terms of the Loan

Documents; or (iii) any Indebtedness of Borrower to Bank not evidenced by the Loan Documents when due or within any applicable cure period provided for in the documents evidencing such Indebtedness;

(b) Any financial statement or certificate furnished to Bank in connection with, or any representation or warranty made by Borrower under any of the Loan Documents shall prove to be false or misleading in any material respect when furnished or made;

(c) Borrower shall fail to provide any certificate, report or other information which it is required to provide pursuant to Section 5.3 on the date specified in Section 5.3; provided that unless Borrower has previously failed to provide any required certificate, report or other information by the required date on two prior occasions within the preceding 12 months, such failure shall be considered an Event of Default only if Borrower fails to provide such certificate, report or other information within five Business Days of the earlier of (i) the date an executive officer of Borrower has knowledge of its

failure to so provide such certificate, report or other information, or (ii) the date Bank notifies Borrower of such failure;

(d) Any default by Borrower in the performance of or compliance with any obligation, agreement or other provision contained in Sections 5.4, 5.11, 5.12, 5.14, 5.15 5.17, 6.3, 6.4, 6.6, 6.9, 6.10 or 6.11;

(e) Any default by Borrower in the performance of or compliance with any obligation, agreement or other provision contained herein or in any other Loan Document (other than those referred to in subsections (a) through (d) above) for 30 days after written notice thereof has been given to the Borrower by Bank;

(f) Any default by Borrower in the payment or performance of any obligation, or the occurrence and continuation of any defined event of default, under the terms of any contract or instrument (other than any of the Loan Documents) evidencing Indebtedness (other than trade payables incurred in the ordinary course of business) in excess of $1,000,000 to any Person where the effect of such default or event of default is the acceleration of such obligation or Indebtedness;

(g) Any judgment, order or writ in excess of $1,000,000 is rendered or entered against Borrower and/or one or more subsidiaries of Borrower, except any judgment for which Borrower is fully insured or indemnified against (by an indemnitor that, in Bank's reasonable judgment, is financially able to satisfy its indemnification obligation) and with respect to which the insurer or indemnitor (as the case may be) has admitted in writing its liability for the full amount thereof or except if the enforcement of such judgment, order or writ has been stayed or the liability thereon bonded in a manner and on terms reasonably satisfactory to Bank; or the

service of a notice of levy and/or of a writ of attachment or execution, or other like process, against any of the assets of Borrower and/or one or more subsidiaries with respect to obligations in excess of $1,000,000;

(h) Borrower shall become insolvent, or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property, or shall generally be unable to or fail to pay its debts as they become due, or shall make a general assignment for the benefit of creditors; Borrower shall file a voluntary petition in bankruptcy, or seek to effect a plan or other arrangement with creditors or any other relief under the Bankruptcy Code, or under any state or other Federal law granting relief to debtors, whether now or hereafter in effect; or any involuntary petition or proceeding pursuant to the Bankruptcy Code or any other applicable state or other Federal law relating to bankruptcy, reorganization or other relief for debtors is filed or commenced against Borrower and is not dismissed, stayed or vacated within 60 days thereafter; Borrower shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition; or Borrower shall be adjudicated a bankrupt, or an order for relief shall be entered by any court of competent jurisdiction under the Bankruptcy Code or any other applicable state or Federal law relating to bankruptcy, reorganization or other relief for debtors; as used herein;

(i) There shall exist or occur any event or condition which Bank in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance by Borrower of its obligations under any of the Loan Documents;

(j) The dissolution or liquidation of Borrower, or Borrower or its directors or stockholders shall take action seeking to effect the dissolution or liquidation of Borrower; or

(k) Any change in ownership during the term of this Agreement of an aggregate of 35 percent or more of the Stock of Borrower other than changes resulting from transfers to Permitted Transferees.

7.2 REMEDIES

Upon the occurrence or existence of any Event of Default (other than an Event of Default referred to in Section 7.1(h) hereof) and at any time thereafter during the continuance of such Event of Default, Bank may, by written notice to Borrower, (a) terminate Bank's obligation to extend any further credit under any of the Loan Documents, and /or (b) declare all indebtedness of

Borrower under the Loan Documents to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower. Upon the occurrence or existence of any Event of Default and at any time

thereafter during the continuance of such Event of Default, Bank shall also be entitles to the appointment of a receiver to take over the affairs of Borrower Upon the occurrence or existence of any Event of Default described in Section 7.1(h) hereof, immediately and without notice, (i) the obligations, if any, of Bank to extend any further credit under any of the Loan Documents shall automatically cease and terminate, and (ii) all indebtedness of Borrower under the Loan Documents shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by Borrower. In addition to the foregoing remedies, upon the occurrence and during the continuance of any Event of Default, Bank may exercise any other right, power or remedy granted to it under any Loan Document or permitted to it by law, either by suit in equity or by action at law, or both.

ARTICLE VIII. MISCELLANEOUS

8.1 NO WAIVER

No delay, failure or discontinuance of Bank in exercising any right, power or remedy under any of the Loan Documents shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under any of the Loan Documents must be in writing and shall be effective only to the extent set forth in such writing.

8.2 NOTICES

All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the following address:

BORROWER: Columbia Sportswear Company
6600 N. Baltimore
Portland, OR 97203
Attn: Patrick D. Anderson
Telecopy No.: (503) 285-9626

BANK: Wells Fargo Bank, National Association
Commercial Banking Office
1300 S.W. Fifth Avenue, T-19
MAC: 6101-192
Portland, OR 97201
Attn: Stan Vinson
Telecopy No.: (503) 225-2039

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt, with transmission confirmed, and the sender will endeavor to send a hard copy of such telecopied notice to the recipient by mail.

8.3 COSTS, EXPENSES AND ATTORNEYS' FEES

Borrower shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including, without limitation, any adversary proceeding, contested matter or motion), incurred by Bank in connection with (a) the negotiation and preparation of the Loan Documents (provided that the amount of attorneys' fees and related disbursements incurred in connection with the negotiation and preparation of the Loan Documents shall not exceed $10,000), (b) the enforcement, preservation or protection (or attempted enforcement,

preservation or protection) of Bank's rights, including, without limitation, periodic collateral examinations and/or the collection of any amounts which become due to Bank, under any of the Loan Documents, and (c) the prosecution or defense of any action in any way related to any of the Loan Documents, including without limitation, any action for declaratory relief, and including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Borrower.

8.4 INDEMNIFICATION

To the fullest extent permitted by law, Borrower hereby agrees to protect, indemnify, defend and hold harmless Bank and its officers, directors, shareholders, employees, agents, attorneys and affiliates, together with their respective heirs, beneficiaries, executors, administrators, trustees, predecessors, successors and assigns (collectively, "Indemnitees") from and against any liability, loss, damage or expense of any kind or nature (including in respect of or for reasonable attorneys' fees (whether incurred at the trial or appellate level, in an arbitration proceeding, in

bankruptcy (including, without limitation, any adversary proceeding, contested matter or motion) or otherwise) and other expenses) arising from any suit, claim or demand on account of or in connection with any matter or thing or action or failure to act by Indemnitees, or any of them, arising out of relating to any Loan Document, except to the extent such liability arises from the willful misconduct or gross negligence of the Indemnitees. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Bank believes is covered by this indemnity, Bank shall give Borrower notice of the matter and an opportunity to defend it, at Borrower's sole cost and expense, with legal counsel satisfactory to Bank. Bank may also require Borrower to defend the matter. Any failure or delay of Bank to notify Borrower of any suit, claim or demand shall not relieve Borrower of its obligations of this Section, but shall reduce such obligations to the extent of any increase in those obligations caused solely by an unreasonable failure or delay in providing such notice. The obligations of Borrower under this Section shall survive the payment in full and performance of the other Obligations.

8.5 SUCCESSORS, ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties; provided however, that Borrower may not assign or transfer its interest hereunder. Bank reserves the right, subject (unless an Event of Default has occurred and is continuing) to the prior written consent of Borrower (which consent shall not be unreasonably withheld or delayed), to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Bank's rights and benefits under each of the Loan Documents.

8.6 ENTIRE AGREEMENT; AMENDMENT

This Agreement and the other Loan Documents constitute the entire agreement between Borrower and Bank with respect to the extension of credit by Bank contemplated by this Agreement and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Agreement may be amended or modified only by a written instrument executed by each party hereto.

8.7 NO THIRD PARTY BENEFICIARIES

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third party beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any other of the Loan Documents to which it is not a party.

8.8 TIME

Time is of the essence of each and every provision of this Agreement and each other of the Loan Documents.

8.9 SEVERABILITY OF PROVISIONS

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

8.10 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement.

8.11 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

8.12 ARBITRATION

(a) Upon the demand of any party, any Dispute shall be resolved by binding arbitration (except as set forth in (e) below) in accordance with the terms of this Agreement. A "Dispute" shall mean any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to, any of the Loan Documents, or any past, present or future extensions of credit and other activities, transactions or obligations of any kind related directly or indirectly to any of the Loan Documents, including without limitation, any of the foregoing arising in connection with the exercise of any self help, ancillary or other remedies pursuant to any of the Loan Documents. Any party may by summary proceedings bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(b) Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree upon, in accordance with the AAA Commercial Arbitration Rules. All Disputes shall submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any

conflicting choice of law provision in any of the Loan Documents. The arbitration shall be conducted at a location in Oregon selected by the AAA or other administrator. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. ss.91 or any similar applicable state law.

(c) No provision hereof shall limit the right of any party to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or to obtain any otherwise available provisional or ancillary remedies, including without limitation injunctive relief, sequestration, attachment, garnishment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration hereunder.

(d) Arbitrators must be active members of the Oregon State Bar or retired judges of the state or federal judiciary of Oregon, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state of Oregon, (ii) may grant any remedy or relief that a court of the state of Oregon could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem

necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Oregon Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is $5,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than $5,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than $5,000,000. Any Dispute in which the amount in controversy exceeds $5,000,000 shall be decided by majority vote of a panel of three arbitrators.

(e) Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds $25,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not

supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state of Oregon, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state of Oregon. Judgment confirming an award in such a proceeding may be entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state of Oregon.

(f) To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the Dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

8.13 WAIVER OF JURY TRIAL

EACH OF BORROWER, AND BANK, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS OR EVENTS REFERENCED HEREIN OR THEREIN OR CONTEMPLATED HEREBY OR THEREBY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND/OR ANY OTHER OF THE LOAN DOCUMENTS. A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND THE CONSENT TO TRIAL BY COURT.

8.14 OREGON STATUTORY NOTICE

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

COLUMBIA SPORTSWEAR COMPANY

By:

Title: President

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Title: Vice President

Exhibit A
to Credit Agreement

REVOLVING LOANS PROMISSORY NOTE

$70,000,000 July 31, 1997

FOR VALUE RECEIVED, the undersigned, COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), hereby promises to pay to the order of Wells Fargo Bank, National Association ("Bank") on the Maturity Date the principal sum of Seventy Million Dollars ($70,000,000), or such lesser amount as shall equal the aggregate outstanding principal balance of all Loans made by Bank to Borrower pursuant to the Credit Agreement referred to below.

This promissory note is the Note referred to in, and subject to the terms of, that certain Credit Agreement between Borrower and Bank dated as of July 31, 1997, (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"). Capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement.

Borrower further promises to pay interest on the outstanding principal hereof at the interest rates, and payable on the dates, set forth in the Credit Agreement. All payments of principal and interest hereunder shall be made to Bank at Bank's office in lawful money of the United States and in same day or immediately available funds.

Bank is authorized but not required to record the date and amount of each advance made hereunder, the date and amount of each payment of principal and interest hereunder, and the resulting unpaid principal balance hereof, in Bank's internal records, and any such recordation shall be prima facie evidence of the accuracy of the information so recorded; provided however, that Bank's failure to so record shall not limit or otherwise affect Borrower's obligations hereunder and under the Credit Agreement to repay the principal hereof and interest hereon.

The Credit Agreement provides, among other things, for acceleration (which in certain cases shall be automatic) of the maturity hereof upon the occurrence of certain stated events, in each case without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower.

In the event of any conflict between the terms of this promissory note and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

This promissory note shall be governed by and construed in accordance with the laws of the State of Oregon.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE, MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

COLUMBIA SPORTSWEAR COMPANY

By:

Title: President

SCHEDULE I

Pricing Schedule

The term "LIBOR Margin" means, for any day, the number of basis points set forth below in the row opposite such term and in the column corresponding to the Pricing Level that applies on such day. The term "Base Rate Margin" means, for any day, the number of basis points set forth below (which are expressed as negative numbers) in the row opposite such term and in the column corresponding to the Pricing Level that applies on such day. The term "CD Margin" means, for any day, the number of basis points set forth below in the row opposite such term and in the column corresponding to the Pricing Level that applies on such day.

Pricing Level	Level I	Level II	Level III
LIBOR Margin	35	45	75
Base Rate Margin	-210	-200	-190
CD Margin	35	45	75

For purposes of this Pricing Schedule, the following terms have the following meanings:

"Pricing Level" refers to the determination of whether Level I, Level II or Level III applies on any day.

"Level I" applies on any day if, on such day, the Capital Ratio is less than or equal to .5:1.0.

"Level II" applies on any day if, on such day, the Capital Ratio is greater than .5:1 and less than 1.5:1.0.

"Level III" applies on any day if, on such day, the Capital Ratio is equal to or greater than 1.5:1.0.

The term "Capital Ratio" means the ratio of Borrower's Indebtedness to Borrower's Tangible Net Worth as of the date of the most recent fiscal year end financial statements of Borrower delivered to Bank in accordance with Section 5.3 of the Agreement; provided, however, that if the most recent fiscal year end financial statements required pursuant to Section 5.3 have not been delivered in a timely manner, or if Bank reasonably objects to the accuracy of such financial statements

within ten days after the receipt thereof, the next higher Level from the Level then in effect shall apply until such time as the delinquent report is delivered or Bank's objections are resolved to Bank's reasonable satisfaction.

SCHEDULE II
(DISCLOSURE SCHEDULE)

TO THE

CREDIT AGREEMENT

between

COLUMBIA SPORTSWEAR COMPANY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Any disclosure made in any section of this Schedule II shall be deemed disclosed for all purposes of the Credit Agreement and this Schedule II, notwithstanding that any such disclosure may have been or should have been made in another section of this Schedule. The disclosure of any information herein shall not be construed as an admission that any such information is material. None of the disclosures contained herein shall be construed as constituting representations and warranties except as specifically provided in the Credit Agreement.

DEFINITIONS:

"Permitted Liens" shall include the mortgage [trust deed] held by Wells Fargo Bank with respect to Borrower's Rivergate facility.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 LEGAL STATUS

Borrower is qualified to do business in the following states:

- Oregon (state of incorporation)
- Washington
- Pennsylvania
- Wisconsin
- Minnesota
- California
- New York
- Missouri
- Texas

3.2 OWNERSHIP; SUBSIDIARIES

a. (1) Borrower has granted options to purchase 1,017,000 shares of nonvoting common stock to employees and non-employee directors pursuant to its 1997 Stock Incentive Plan.

(2) Shares of stock held by Don Santorufo vest over time pursuant to the Columbia Sportswear Company Deferred Compensation Conversion Agreement.

(3) Outstanding shares of Borrower's capital stock are subject to a Restrictive Agreement, which contains limitations on transfer.

b. (1) Borrower owns 79% of the capital stock of Columbia Sportswear Canada Limited.

(2) Borrower owns 100% of Columbia Sportswear Japan.

(3) Borrower owns 99% of Columbia Sportswear Korea LLC.

(4) Borrower owns 79% of Columbia Sportswear France SNC.

(5) Borrower owns 79% of Columbia Sportswear Germany GMBH.

3.3 AUTHORIZATION AND VALIDITY

No exceptions.

3.4 NO VIOLATION

There is a mortgage in favor of Wells Fargo on Borrower's Rivergate distribution facility.

3.5 NO CLAIMS

a. There is a gift tax audit pending in connection with returns filed by Gert Boyle. Any taxes and penalties will likely be funded through a distribution by Borrower to its shareholders.

b. A complaint (No. 970705080) has been filed in the Circuit Court of the State of Oregon in Multnomah County. The claim, Christie L. Taylor and Academy One, Inc. v. Walsh Construction Co. and Columbia Sportswear Company, alleges negligence and constructive eviction in connection with the building of Borrower's store at SW Taylor Street in Portland, Oregon.

c. A complaint (SC016561) has been filed in the Ventura County Superior Court of the State of California. The claim, Magnuson v. Oshman's Sporting Goods, cross- defendants Columbia Sportswear Company and Does 1 through 100, inclusive, alleges injury due to product defect.

3.6 CORRECTNESS OF FINANCIAL STATEMENTS

No exceptions.

3.7 INCOME TAX RETURNS

No exceptions.

3.8 NO SUBORDINATION

No exceptions.

3.9 ERISA

No exceptions.

3.10 OTHER OBLIGATIONS

No exceptions.

3.11 ENVIRONMENTAL MATTERS

See 3.5(b), above.

3.12 LIENS

No exceptions.

3.13 NO BURDENSOME RESTRICTIONS; NO DEFAULTS

No exceptions.

3.14 NO OTHER VENTURES

GTS, Inc. is an affiliated corporation that is wholly owned by the shareholders of Borrower. GTS, Inc. holds a 21% interest in Columbia Sportswear Canada Limited, a 21% interest in Columbia Sportswear France SNC, a 21% interest in Columbia Sportswear Germany GMBH, and less than a 1% interest in Columbia Sportswear Korea LLC.

3.15 INVESTMENT COMPANY ACT

No exceptions.

3.16 INSURANCE

No exceptions.

3.17 LABOR MATTERS

No exceptions.

3.18 FORCE MAJEURE

No exceptions.

3.19 INTELLECTUAL PROPERTY

No exceptions.

3.20 CERTAIN INDEBTEDNESS

Borrower has entered into the following agreements:

The Hong Kong and Shanghai Banking Corporation Limited Credit Agreement, dated September 1, 1991.

Buying Agency Agreement between Nissho Iwai American Corporation and Borrower, dated October 1, 1993.

Wells Fargo Assumption Agreement for the Rivergate mortgage.

3.21 SENIORITY

No exceptions.

3.22 TRUTH, ACCURACY OF INFORMATION

No exceptions.

3.23 USE OF PROCEEDS

No exceptions.

Exhibit B
to Credit Agreement

NOTICE OF BORROWING

Wells Fargo Bank, National Association
Commercial Banking Office
1300 S.W. Fifth Avenue, T-19
MAC: 6101-192
Portland, OR 97201
Attn: Stan Vinson

Reference is made to that certain Credit Agreement dated as of July 31, 1997, (as amended, modified or supplemented from time to time, the "Credit Agreement") Columbia Sportswear Company ("Borrower") and Wells Fargo Bank, National Association ("Bank"). Capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement.

1. Pursuant to Section 2. 1 (a) of the Credit Agreement, Borrower hereby requests Revolving Loans upon the following terms:

(a) The principal amount is to be $_________________.

(b) The date of borrowing is to be _________________.

(c)[The Loan is to be a Base Rate Loan.] or [The Loan is to be a LIBOR Loan with a Fixed Rate Term of [insert 1,2,3 or 6 monthsl .] or [The Loan is to be a CD Loan with a Fixed Rate Term of [insert 30, 60, 90 or 180 days.]

2. Pursuant to Section 2.3 of the Credit Agreement, Borrower hereby requests [the continuation of all or part of its outstanding LIBOR Loans with Fixed Rate Terms ending on ___________________] or [the continuation of all or part of its outstanding CD Loans with Fixed Rate Terms ending on or [the conversion of all or part of its outstanding Base Rate Loans], as follows:

(a) The Loans to which this Notice applies are _________________.

(b) The effective date of continuation and/or conversion is to be
- ---------------.

(c) The aggregate amount of [said outstanding [LIBOR Loans] or [CD Loans] to be continued as] [said outstanding Base Rate Loan to be converted to] [LEBOR Loans] or [CD Loans], and each requested Fixed Rate Tenn, are:

Amount Fixed Rate Term

$----------- --------------

$----------- --------------

(d) The aggregate amount of said outstanding [LIBOR Loans] or [CD Loans] to be continued as Base Rate Loans is $___________________.

3. Borrower hereby certifies to Bank that, on the date of this Notice of Borrowing and after giving effect to the requested disbursement (including the use of the proceeds thereof):

(a) The representations and warranties of Borrower in the Loan Documents are correct in all material respects as if made on the date hereof, except for those representations and warranties limited by their terms to a specific date, which representations and warranties were correct in all material respects on and as of such date; and

(b) No Default is continuing or would result from the requested Revolving Loan being made.

The party signing below on behalf of Borrower is an Authorized Representafive and has caused this Notice of Borrowing to be duly executed on behalf of Borrower as of [insert date].

COLUMBIA SPORTSWEAR COMPANY

By:

Title:

Exhibit C
to Credit Agreement

NOTICE OF AUTHORIZED REPRESENTATIVES

Wells Fargo Bank, National Association
Commercial Banking Office
1300 S.W. Fifth Avenue, T-19
MAC: 6101-192
Portland, OR 97201
Attn: Stan Vinson

Reference is made to that certain Credit Agreement dated as of July 31, 1997, (as amended, modified or supplemented from time to time, the "Credit Agreement") Columbia Sportswear Company ("Borrower") and Wells Fargo Bank, National Association ("Bank"). Capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement.

Borrower hereby represents to Bank that the following persons are the Authorized Representatives, as defmed in the Credit Agreement, and that the signatures opposite their names are their true signatures:

Name and Office	Signature
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----------------------------------	-------------------------------------
----------------------------------	-------------------------------------
----------------------------------	-------------------------------------
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Borrower hereby represents to Bank that Bank is authorized to rely on this Notice of Authorized Representatives until such time, if any, as Borrower has delivered to Bank, and Bank has received, a duly executed Notice of Authorized

Representatives in substitution hereof. This Notice of Authorized Representatives

cancels and supersedes any Notice of Authorized Representatives at any time prior to the date hereof delivered by Borrower to Bank.

IN WITNESS WHEREOF, Borrower hereby confirms that it has caused this Notice of Authorized Representatives to be duly executed as of [insert date].

COLUMBIA SPORTSWEAR COMPANY

By:

Title:

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (the "Agreement") is made this ___ day of February, 1996 by and between COLUMBIA SPORTSWEAR COMPANY ("Columbia Sportswear"), TIMOTHY P. BOYLE and DON SANTORUFO (together, the "Borrower"), and FIRST INTERSTATE BANK OF OREGON, N.A. (the "Bank").

RECITALS:

A. Bank loaned Columbia Sportswear the principal sum of Three Million Four Hundred Sixteen Thousand and no/100 Dollars ($3,416,000.00) (the "Loan") pursuant to that certain loan agreement dated May 19, 1994 between Bank and Columbia Sportswear (with any amendments, the "Loan Agreement"). The Loan was further evidenced by that certain promissory note dated May 19, 1994 in the original principal sum of $3,416,000.00 made by Columbia Sportswear in favor of Bank and with an original maturity date of June 1, 2009 (with any amendments, extensions or renewals, the "Note").

B. The Loan is secured by a commercial deed of trust dated May 19, 1994 granted by Columbia Sportswear, naming Chicago Title Insurance Company as trustee in favor of Bank as beneficiary (with any amendments, the "Trust Deed"). The Trust Deed encumbers, among other things, the real property described in Exhibit A attached to this Agreement and by this reference made a part of it (the "Real Property"). The Trust Deed was recorded May 19, 1994, Recorder's Fee No. 94-079047, Multnomah County, Oregon, records.

C. Borrower acquired the Real Property and assumed the obligations of Columbia Sportswear under the Loan Documents (as defined below) pursuant to that certain Assumption Agreement dated June 8, 1994 between Columbia Sportswear, Bank and Borrower.

D. In connection with Columbia Sportswear's re-acquisition of the Real Property, Borrower and Columbia Sportswear desire for Columbia Sportswear to assume the obligations of Borrower to Bank under the Loan Documents (as defined below). Bank is willing to permit such an assumption under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated in and made a part of this Agreement, and of the mutual covenants, conditions and promises specified in this Agreement, and for other good and valuable consideration, Columbia Sportswear, Borrower, and Bank agree as follows:

1. Definitions. The term "Loan Documents" shall mean all documents executed in connection with or contemplated by the Loan, together with all amendments to such documents. Loan Documents include, without limitation, the Note, the Loan Agreement, and the Trust Deed.

Capitalized terms which are defined in the foregoing recitals or other provisions of this Agreement shall have the meaning given those terms in such recitals or other provisions. Capitalized terms which are not defined in this Agreement and are defined in the Loan Documents shall have the meaning given those terms in the applicable Loan Documents.

2. Agreement Fee. As part of the consideration to induce Bank to enter into this Agreement, Columbia Sportswear, upon execution of this Agreement, shall pay to Bank a fee of One Thousand and No/100 Dollars ($1,000.00).

3. Amounts Due on Loan Documents. As of the date hereof, there remains due and owing on the Note and other Loan Documents an unpaid principal balance of Three Million Two Hundred Thirty Thousand Sixty-Nine and 22/100 Dollars ($3,230,069.22).

4. Assumption of Liability. Columbia Sportswear assumes and agrees to pay and perform all the liabilities and obligations of borrower as evidenced in the Loan Agreement, Note, Trust Deed, and other Loan Documents and to abide by all the warranties and terms thereof. Columbia Sportswear agrees that payments due Bank under the Note and other Loan Documents shall be paid directly to Bank or through an escrow satisfactory to Bank. Notwithstanding anything contained in the Loan Agreement, Note, Trust Deed and other Loan Documents to the contrary, Bank shall now have full recourse to Columbia Sportswear and its assets to

recover all amounts due and owing under the Loan Agreement, Note, Trust Deed and other Loan Documents. Bank hereby consents to the transfer of the Real Property by Borrower to Columbia Sportswear.

5. Borrower Released. Bank agrees that the Borrower is hereby discharged and released from liability accruing after the date hereof under the Loan Agreement, Note and other Loan Documents.

6. Financial Information. Within one hundred twenty (120) days of fiscal year-end, Columbia Sportswear shall provide to Bank annually CPA-audited financial statements. All financial statements shall be prepared in accordance with generally accepted accounting principles in form and substance acceptable to Bank and certified to be complete and accurate in all respects.

7. Debt Service Coverage Ratio. During the term of the Loan, the debt service coverage ratio ("DSCR") shall not be less than 1.5:1.0. If the DSCR falls below the 1.5:1.0 ratio, the Bank may, upon thirty (30) days' written notice specifying the amount of the required reduction, require Columbia Sportswear to reduce the then outstanding principal balance of the Note by such amount that the minimum 1.5:1.0 ratio will be achieved.

The DSCR shall mean the ratio of (a) the sum of net profit after Subchapter-S tax distributions plus noncash charges (such as depreciation) plus interest expense divided by (b) the sum of scheduled maturities of long term debt and capitalized lease payments plus interest expense plus nontax Subchapter-S distributions.

8. Default. Upon any default by Columbia Sportswear under the terms of this Agreement, the Loan Agreement, the Note, the Trust Deed or Loan Documents or upon any default by Columbia Sportswear of any of its obligations to Bank, Bank shall have all rights and remedies available to it under this Agreement, the Loan Agreement, the Note, Trust Deed and other Loan Documents, and at law or in equity, and all rights and remedies shall be cumulative and not alternative. The rights and remedies include, without limitation, declaring the entire outstanding balance of the Loan due and payable.

9. Attorneys Fees. In consideration of this Agreement, Columbia Sportswear agrees to pay the indebtedness evidenced by the Note, to perform each and all of the conditions and covenants required to be performed by Columbia Sportswear under this Agreement, the Loan Agreement, the Note, Trust Deed and all other Loan Documents, and to pay all costs of Bank in connection with preparation and recording or breach of this Agreement, including, but not limited to, title insurance premiums, attorney fees, recording fees, escrow fees and taxes.

As used in this Agreement or any other Loan Document, "attorney fees" shall include attorneys fees, if any, which shall be incurred whether or not legal action is commenced and any such fees incurred at trial, arbitration, interpleader, bankruptcy, hearing, or any judicial proceeding, and on appeal.

10. Arbitration Program.

(a) Binding Arbitration. Upon the demand of any party ("Party/Parties"), to a Document (as defined below), whether made before the institution of any judicial proceeding or not more than sixty (60) days after service of a complaint, third party complaint, cross-claim or counterclaim or any answer thereto or any amendment to any of the above, any Dispute (as defined below) shall be resolved by binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any action, dispute, claim or controversy of any kind, whether founded in contract, tort, statutory or common law, equity, or otherwise now existing or hereafter arising between any of the Parties arising out of, pertaining to or in connection with any agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced or any related agreements, documents, or instruments ("Documents"). Any Party who fails to submit to binding arbitration following a lawful demand by another Party shall bear all costs and expenses, including reasonable attorneys' fees, incurred by the other Party in obtaining a stay of any pending judicial proceeding or compelling arbitration of any Dispute. The parties agree that any agreement, document or instrument which includes, attaches to or incorporates this Arbitration Program represents a transaction involving commerce as that term is used in Federal Arbitration Act, ("FAA") Title 9 United States Code.

(b) Governing Rules. Arbitrations conducted pursuant to this Arbitration Program shall be administered by the American Arbitration Association ("AAA"), or other mutually agreeable administrator ("Administrator") in accordance with the Commercial Arbitration

Rules of the AAA. The FAA shall govern any judicial proceedings, resolve any issue of arbitrability, and procedurally govern any arbitration related to this Arbitration Program. The arbitrator(s) shall resolved all Disputes in accordance with the applicable substantive law designated in the Documents. The Parties agree not to assert any claim for punitive damages or prejudgment interest except to the extent such awards are specifically authorized by statute. Judgment upon any award rendered hereunder may be entered in any court having jurisdiction.

(c) Preservation of Remedies. No provision of, nor the exercise of any rights under, this arbitration clause shall limit the right of any Party to: (1) foreclose against any real or personal property collateral or other security, or obtain a personal or deficiency award; (2) exercise self-help remedies (including repossession and setoff rights); or (3) obtain provisional or ancillary remedies such as injunctive relief, sequestration, attachment, replevin, garnishment, or the appointment of a receiver from a court having jurisdiction. Such rights can be exercised at any time except to the extent such action is contrary to a final award or decision in any arbitration proceeding. The institution and maintenance of an action as described above shall not constitute a waiver of the right of any Party to submit the Dispute to arbitration, nor render inapplicable the compulsory arbitration provisions hereof. Any claim or Dispute related to exercise of any self-help, auxiliary or other rights under this paragraph shall be a Dispute hereunder.

(d) Arbitrator Powers and Qualifications: Awards. The Parties agree to select a neutral "qualified" arbitrator or a panel of three "qualified" arbitrators to resolve any Dispute hereunder. "Qualified" means a practicing attorney, with not less than ten (10) years practice in commercial law, licensed to practice in the state of the applicable substantive law designated in the Documents. A Dispute in which the claims or amounts in controversy do not exceed One Million and No/100 Dollars ($1,000,000.00), shall be decided by a single arbitrator. A single arbitrator shall have authority to render an award up to but not to exceed One Million and No/100 Dollars ($1,000,000.00) including all damages of any kind whatsoever, costs, fees, attorneys' fees and expenses. Submission to a single arbitrator shall be a waiver of all Parties' claims to recover more than One Million and no/100 Dollars ($1,000,000.00). A Dispute involving claims or amounts in controversy exceeding One Million and No/100 Dollars ($1,000,000.00) shall be decided by a majority vote of a panel of three qualified arbitrators. The Arbitrator(s) shall not have the power to award punitive or exemplary damages except where such damages are specifically provided for by statute upon which the award is based. The arbitrator(s) shall be empowered to, at the written request of any Party in any Dispute, (1) to consolidate in a single proceeding any multiple party claims that are substantially identical; (2) to consolidate any claims and Disputes between other Parties which arise out of or relate to the subject matter hereof; and (3) to administer multiple arbitration claims as class actions in accordance with Rule 23 of the Federal Rules of Civil Procedure. The arbitrator(s) shall be empowered to resolve any dispute regarding the terms of this arbitration clause but shall have no power to change or alter the terms of this Arbitration Program. The Arbitrator(s) shall have the discretion to award reasonable attorneys' fees to the prevailing Party in any Dispute hereunder.

(e) Miscellaneous. All statutes of limitation applicable to any Dispute shall apply to any proceeding in accordance with this arbitration clause. The Parties agree, to the maximum extent practicable, to take any action necessary to conclude an arbitration hereunder within 180 days of the filing of a Dispute with the Administrator. The arbitrator(s) shall be empowered to impose sanctions for any Party's failure to proceed within the times established herein. Arbitrations shall be conducted in the state of the applicable substantive law designated in the Documents. The provisions of this Arbitration Program shall survive any termination, amendment, or expiration hereof or of the Documents unless the Parties otherwise expressly agree in writing. Each Party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the Parties or as required by applicable law or regulation. If any

provision of this Arbitration Program is declared invalid by any court, the remaining provisions shall not be affected thereby and shall remain fully enforceable. The Parties understand they have decided that upon demand of any of them, their Disputes may be resolved by arbitration rather than in a court and once so decided cannot later be brought, filed or pursued in court.

11. Release of All Claims and Waiver of All Defenses. In order to induce Bank to enter into this Agreement, Borrower and Columbia Sportswear hereby unconditionally waive and release Bank from all claims, defenses, demands, damages, costs and causes of action of any kind or nature, known or unknown, existing or contingent to date relating to or arising out of the Loan, excepting therefrom, however, Bank's compliance with all of the terms and conditions of this Agreement and future compliance by Bank with all the terms and conditions of the Loan Agreement, Note, Trust Deed and Loan Documents.

12. Additional Documents. Columbia Sportswear agrees to execute any additional documents requested by Bank to accomplish the assumption of the Loan by Columbia Sportswear.

13. All Other Terms Unmodified. Except as specifically provided herein, the Loan Agreement, the Note, Trust Deed, and all other Loan Documents shall remain in full force and effect in accordance with their respective terms and conditions. This Agreement is subject to all of the conditions and covenants expressed in the Loan Agreement, Note, the Trust Deed or in any other Loan Documents.

14. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE. BORROWER AND COLUMBIA SPORTSWEAR ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date first above written.

COLUMBIA SPORTSWEAR COMPANY FIRST INTERSTATE BANK OF OREGON, N.A.

By ------------------------------ By ------------------------------

Title ------------------------------ Title VICE PRESIDENT ------------------------------

"Columbia Sportswear" "Bank"

- ------------------------------

TIMOTHY P. BOYLE

- ------------------------------

DON SANTORUFO

"Borrower"

STATE OF OREGON)
: ss.
County of ___________)

The foregoing instrument was acknowledged before me this __ day of February, 1996 by Timothy P. Boyle.

Notary Public for Oregon

STATE OF OREGON)
: ss.
County of ____________)

The foregoing instrument was acknowledged before me this ____ day of

February, 1996 by Don Santorufo.

Notary Public for Oregon

STATE OF OREGON)
: ss.
County of ____________)

The foregoing instrument was acknowledged before me this ____ day of February, 1996 by __________________, the _______________________ of COLUMBIA SPORTSWEAR COMPANY, on behalf of the corporation.

Notary Public for Oregon

STATE OF OREGON)
: ss.
County of ____________)

The foregoing instrument was acknowledged before me this ____ day of February, 1996 by _____________________, who is a _______________________ of FIRST INTERSTATE BANK OF OREGON, N.A., on behalf of the association.

Notary Public for Oregon

This space reserved for County Filing Officer use only

State of Oregon Uniform Commercial Code Financing Statement

Real Property - Form UCC-1A
THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

A. Debtor Names(s)	2A. Secured Party Name(s):	4A. Assignee of Secured Party (if any):
COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation	FIRST INTERSTATE BANK OF OREGON, N.A.	

2B. Address of Secured Party from which security information is obtainable:
Oregon Corporate Division
1300 SW 5th Ave.
PO Box 3131
Portland, OR 97208

This financing statement covers the following types (or items) of property (check if applicable):

|X| The goods are to become fixtures on: ** |_| The above timber is standing on:

|_| The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)

**All real and personal property as described in Exhibit A and Exhibit B attached hereto and by this reference incorporated herein

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

|X| Check box if products of collateral   Number of attached additional
are also covered   sheets: 2

Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or securities agreement as a __________ statement under ORS Chapter 79.
_________ of the debtor required in most cases. _________ of Secured Party in cases covered ORS 79.4020

By: COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation

Required signatures(s)

INSTRUCTIONS

PLEASE TYPE THIS FORM.

If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.

This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer.

After the recording process is completed the county officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.

The RECORDING FEE must accompany the document. The fee is $5 per page.

Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: Jim Kennedy
Recording Party telephone number: (503) 225-2634

Return to: (name and address)
First Interstate Bank of Oregon, N.A.
Oregon Corporation Division
PO Box 3131
Portland, OR 97208

Termination Statement

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial code. The Secured Party no longer claims a security interest in the financing statement bearing the recording number shown above. Please do not type outside of bracketed area.

By:

Signature of Secured Party(ies) or Assignee(s)

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 8, Block 26, RIVERGATE INDUSTRIAL DISTRICT, in the City of Portland, County of Multnomah, and State of Oregon, described as follows:

Commencing at the Northwest corner of said Lot 8, Block 26; thence North 90 degrees 00'00" East along the North line of said Lot 8, Block 26, 553.06 feet to the true point of beginning; thence continuing North 90 degrees 00'00" East, 508.00 feet; thence South 00 degrees 00'00" East, 570.00 feet; thence South 90 degrees 00'00" West, 508.00 feet; thence North 00 degrees 00'00" West 570.00 feet to the true point of beginning.

EXCEPTING THEREFROM mineral rights as reserved by the State of Oregon by Deed recorded June 28, 1967, in Book 568, Page 1121, Multnomah County Records.

- ----

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- ----
Initial

- ----
| |
- ----
Initial

EXHIBIT B

All buildings, improvements, and tenements now or in the future erected on the property, described in the attached Exhibit A and all previously or in the future vacated alleys and streets abutting the property, and all easements, rights, appurtenances, leases, including, without limitation, the leases or agreements now or hereafter existing, however evidenced, covering all or any portion of the property, together with all rents or monies due or to become due thereunder; and together with all now existing or in the future arising or acquired: (a) revenues, royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock appurtenant to the property; (b) fixtures, machinery, equipment located or to be located on the property, including, without limitation, personal property required for the maintenance and operation of the property (including, but not limited to, engines, boilers, incinerators, building materials, and all appliances, escalators and elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, plumbing, plumbing fixtures, water heaters, paneling, attached floor and wall coverings); ** (c) estate, interest, claims or demands, and other general intangibles now or in the further relating to the property, including, but not limited to, all insurance which the Debtor now has or may in the future acquire in and to the property, and all present or future refunds or rebates of taxes or assessments on the property described above; (d) present or future plans, specifications, contracts and agreements for construction of improvements on the property; (e) Debtor's rights under any payment, performance or other bond in connection with the construction of any improvements on the property; (f) deposits, cash or other property now owned or hereafter acquired by Debtor and which are now or may in the future be delivered to or otherwise be in the possession of the Secured Party; (g) replacements, substitutions and additions to the foregoing; (h) proceeds and products of all the foregoing. The specific enumerations herein shall not exclude the general.

** other than Debtor's trade fixtures

- ----
| |
- ----
Initial

- ----
| |
- ----
Initial

Submit this form and fee $10.00 per form

STATE OF OREGON
Corporation Division - UCC
Public Service Building
225 Capital Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 373-1166

THIS SPACE FOR OFFICE USE ONLY

UCC-1 STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR WRITE LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

A. DEBTOR NAME(S) (if individual list last name first)

1. COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation

2.

3.

F. LIST THE TYPES (OR ITEMS) OF COLLATERAL (ORS 79.4020). Use a separate sheet of paper if necessary.

|X| PRODUCTS of collateral are also covered.

All real and personal property as described

in Exhibit A and
Exhibit B attached
hereto and by this
reference incorporated
herein

DEBTOR MAILING ADDRESS:

6600 N. Baltimore
Portland, OR 97203

B. SECURED PARTY(IES) NAME AND ADDRESS

FIRST INTERSTATE BANK OF OREGON, N.A.
Oregon Corporation Division
1300 SW 5th Ave., P.O. Box 3131
Portland, OR 97208

Contact Name: Jim Kennedy Phone No.: (503) 225-2634
------------------------------------ ----------------

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name Phone No.:
------------------------------------- ----------------

D. DEBTOR SIGNATURE(S) REQUIRED:

By: By:
--------------------------------------- -------------------------------

By: By:
--------------------------------------- -------------------------------

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signatures(s) to perfect a security interest in collateral. Secured Party must sign, when Debtor signature(s) is not required. See instructions for further information.

|_| Collateral already subject to a security interest in another jurisdiction.
|_| Which is proceeds of the described original collateral which was perfected.
|_| Collateral as to which the filing has lapsed.
|_| Collateral acquired after a change of name, identity or corporate structure of debtor.

By: By:
-------------------------------- ------------------------------------
Secured Party signature Secured Party signature

RETURN COPY TO: (name and address). Please do not type or print outside of bracketed area. OR, FAX COPY TO: (name and fax number).

Name: ___________________________________

Fax Number: ____________________________

WHEN RECORDED, RETURN TO:

First Interstate Bank of Oregon, N.A.
Oregon Corpora Division, T-19
P.O. Box 3131
Portland, Oregon 97208

Attention: Jim Kennedy

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Modification") is made this 8 day of March , 1996 between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), and FIRST INTERSTATE BANK OF OREGON, N.A. ("Bank").

RECITALS:

A. Bank loaned Borrower the principal sum of Three Million Four Hundred Sixteen Thousand and no/100 Dollars ($3,426,000.00) (the "Loan") pursuant to that certain loan agreement dated May 19, 1994 between Bank and Borrower (with any amendments, the "Loan Agreement"). The Loan was further evidenced by that certain promissory note dated May 19, 1994 in the original principal sum of $3,416,000.00 made by Borrower in favor of Bank and with an original maturity date of June 1, 2009 (with any amendments, extensions or renewals, the "Note").

B. The Loan is secured by a commercial deed of trust dated May 19, 1994 granted by Borrower, naming Chicago Title Insurance Company as trustee in favor of Bank as beneficiary (with any amendments, the "Trust Deed"). The Trust Deed encumbers, among other things, the real property described in Exhibit A attached to this Agreement and by this reference made a part of it (the "Real Property"). The Trust Deed was recorded May 19, 1994, Recorder's Fee No. 94-079047, Multnomah county, Oregon, records.

C. Timothy P. Boyle and Don Santorufo (together, "Boyle & Santorufo") acquired the Real Property and assumed the obligations of Borrower to Bank under the Loan Documents (as defined below) pursuant to the terms of that certain assumption agreement dated June 8, 1994 among Boyle & Santorufo, Borrower and Bank ("Assumption Agreement 1").

D. The Loan is also secured by an assignment dated December 2, 1994 executed by Borrower, Boyle & Santorufo, collectively as Assignor, in favor of Bank (with any amendments, the "Assignment"). The Assignment was recorded June 1, 1995 as Recorder's Fee No. 95 64429 in the Multnomah County, Oregon, real estate records.

E. Borrower re-assumed the obligations of Boyle & Santorufo to Bank under the Loan Documents pursuant to the terms of that certain assumption agreement dated the same dated hereof among Borrower, Boyle & Santorufo and Bank ("Assumption Agreement 2")

F. Borrower and Bank desire that the Trust Deed encumber the Additional Real Property on the terms and conditions set forth below and not otherwise.

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated in and made a part of this Modification, and of the mutual covenants, conditions and promises specified in this Modification, and for other good and valuable consideration, Bank and Borrower agree as follows:

1. Recitals. The Recitals are true and correct.

2. Definitions. The terms "Loan Documents" shall mean all documents executed in connection with or contemplated by the Loan, together with all amendments to such documents. The term "Loan Documents' includes, without limitation, the Loan Agreement, Note, Trust Deed, Assignment, and this Modification. Capitalized terms which are defined in the foregoing recitals or other provisions of this Modification shall have the meaning given those terms in such recitals or other provisions. Capitalized terms which are not defined in this Modification and are defined in the Loan Agreement, Note, Trust Deed or Assignment shall have the meaning given those terms in the Loan Agreement, Note, Trust Deed or Assignment.

3. Trust Deed Encumbers Additional Real Property. The Trust Deed shall encumber, among other collateral, the following real property, which is included in the definition of "Property":

> Lot 2, LEADBETTER INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon.

4. Insurance. Section 6.1 of the Trust Deed is hereby amended by inserting the following warning pursuant to Oregon law:

WARNING:

Unless Borrower provides Bank with evidence of the insurance coverage, Bank may purchase insurance at Borrower's expense to protect Bank's interest. This insurance may, but need not, also protect Borrower's interest. If the Property becomes damaged, the coverage Bank purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Bank. The cost of this insurance may be added to Borrower's contract or loan balance. If the cost is added to Borrower's contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage.

The coverage Bank purchases may be considerably more expensive than insurance Borrower can obtain on Borrower's own and not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

5. Rights and Remedies on Default. Upon any default by Borrower under the

terms of this Modification, the Note, the Loan Agreement, the Trust Deed, the assignment, or other Loan Documents, Bank shall have all rights and remedies available to it under the Note, Loan Agreement, Trust Deed, Assignment and other Loan Documents, and at law or in equity, and all rights and remedies shall be cumulative and not alternative. The rights and remedies, include, without limitation, declaring the entire outstanding balance of the Loan due and payable.

6. Effect of Agreement and Priority of Trust Deed Not Affected. This Modification is an amendment of the Trust Deed, and the priority of the Trust Deed shall not be affected by this Modification or by renegotiation or adjustment of the interest rate in the Note upward or downward, which may increase or decrease the amount of periodic payments and may extend the term of the Loan. The priority of the Trust Deed also shall not be affected by the execution of new notes or agreements for modification and extension of the Loan which reflect changes made pursuant to any of the adjustments. Unless otherwise provided by law, the priority of the Trust Deed shall not be affected by any change in terms whether or not it adversely affects subordinate or prior interest holders.

7. All Other Terms Unmodified. Except as specifically modified by this Modification, the Note, Loan Agreement, Trust Deed, Assignment, and all other Loan Documents shall be and remain in full force and effect in accordance with their respective terms and conditions.

8. Notice. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY THE BANK AFTER OCTOBER 3, 199 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE BANK TO BE ENFORCEABLE. BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THIS MODIFICATION.

IN WITNESS WHEREOF, Borrower and Bank have caused this Modification to be signed by their duly authorized officers as of the date first written above.

COLUMBIA SPORTSWEAR COMPANY FIRST INTERSTATE BANK OF OREGON, N.A.

By ---------------------------------

By -------------------------------------

Title ------------------------------

Title ----------------------------------

STATE OF OREGON)
: ss.
County of Multnomah)

The foregoing instrument was acknowledged before this 11 day of March, 1996 by J. Kennedy , who is a Vice President of First Interstate Bank of Oregon, N.A., on behalf of the association.

/s/ Cheryle Stahel Eastman

Notary Public of Oregon

STATE OF OREGON)
: ss.
County of Multnomah)

The foregoing instrument was acknowledged before this 8th day of March , 1996 by Timothy P. Boyle , who is a President of Columbia Sportswear Company, on behalf of the corporation.

/s/ Mary F. Gordon

Notary Public of Oregon

EXHIBIT A

Legal Description

Parcel 1 of PARTITION PLAT 1993-131, in the City of Portland, County of Multnomah and State of Oregon.

Metes and Bounds: Commencing at the Northwest corner of said Lot 8, Block 26; thence North 90(degree)00'00" East along the North line of said Lot 8, Block 26, 533.06 feet to the true point of beginning; thence continuing North 90(degree)00'00" Est 508.00 fee; thence South 00(degree)00'00" East, 570.00 feet; thence South 90(degree)00'00" West, 508.00 fee; thence North 00(degree)00'00" West 570.00 feet to the true point of beginning.

EXCEPTING THEREFROM mineral rights as reserved by the State of Oregon by deeded recorded June 28, 1967, in Book 568, Page 1121, Multnomah County Records.

PENZEL AND COMPANY INCORPORATED

P.O. BOX 330

JACKSON, MISSOURI 63755

INDUSTRIAL BUILDING LEASE AGREEMENT

AMENDMENT NUMBER ONE (1) DATED JULY 25, 1989

Amend Industrial Building Lease Agreement dated February 23, 1988, between Penzel and Company, Inc., a corporation of Jackson, Missouri as lessor, and Columbia Sportswear Company, a corporation of Portland, Oregon as lessee, and Gertrude Boyle, as Guarantor.

Whereas Penzel and Company, Inc. proposes to construct a 25,000 s.f. addition to the existing 50,000 s.f. building per Exhibit A, plans and specifications. The cost of this addition will be five hundred twenty thousand dollars ($520,000.00).

Amend page two (2), paragraph two (2) as follows: change the ninety thousand dollars ($90,000.00) stop-lease payment . . . one hundred fifty thousand dollars ($150,000.00) stop-lease payment.

Amend page two (2), paragraph three (3) as follows: change the annual rent from one hundred twenty-five thousand ($125,000.00) per year to . . . one hundred ninety-five thousand dollars ($195,000.00) per year, payable monthly in advance in installments of sixteen thousand two hundred fifty dollars ($16,250.00).

Also change the rental for the successive five (5) year period of the initial ten (10) year term from one hundred thirty thousand dollars ($130,000.00) to two hundred two thousand five hundred dollars ($202,500.00) per year payable monthly in advance in installments of sixteen thousand eight hundred seventy-five dollars ($16,875.00).

Amend page ten (10), paragraph twenty-six (26) as follows: change the purchase price of the building from nine hundred seventy-nine thousand dollars ($979,000.00) to . . . one million four hundred ninety-nine thousand dollars ($1,499,000.00). Change the basic lease rate from two dollars and fifty cents ($2.50) to two dollars and sixty cents ($2.60) per square foot.

All other conditions of the lease agreement to remain in full effect.

These prices are subject to change but are guaranteed for thirty (30) days from the above date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

LESSOR:

PENZEL AND COMPANY, INCORPORATED

By:

ATTEST:

- ------------------------------

LESSEE:

COLUMBIA SPORTSWEAR COMPANY

By:

ATTEST:

- ------------------------------

LEASE OF INDUSTRIAL BUILDING

THIS LEASE, made and entered this ____ day of ____________, 19__, by and between PENZEL AND COMPANY, INC., a corporation of Jackson, Missouri, as Lessor, and COLUMBIA SPORTSWEAR COMPANY, a corporation, of Portland, Oregon, hereinafter referred to as Lessee, and GERTRUDE BOYLE, hereinafter referred to as "Guarantor" WITNESSETH:

WHEREAS, Lessor is the owner or has the right to occupy and lease and option to others, those certain premises (hereinafter "the premises") in the Chaffee Industrial Park, located in Scott County, Missouri, adjacent to the City of Chaffee, Missouri, more particularly described as follows, to-wit:

All of that part of the North One-Half of the Southeast Quarter of Section 12, Township 29 North, Range 12 East of the Fifth Principal Meridian, Scott County, Missouri, described as follows: From the Northeast corner of the Northeast Quarter of the Southeast Quarter, measure S. 89 deg. 04' W. along and with the North line of the Northeast Quarter of the southeast Quarter, a distance of 115.0 feet to the West right-of-way line of Little River Drainage Ditch Number 10; thence S. 00 deg. 22' E. parallel with the East line of the Southeast Quarter, a distance of 130.0 feet; thence S. 89 deg. 04' W. a distance of 684.9 feet to the point of beginning; thence S. 89 deg. 04' W. a distance of 695.2 feet; thence S. 00 deg. 56' E. a distance of 600.0 feet; thence N. 89 deg. 04' E. a distance of 695.2 feet; thence N. 00' 56' W. a distance of 600.0 feet to the point of beginning and containing 9.6 acres.

Subject to all rights of way and easements, if any, affecting the same.

and,

WHEREAS, Lessor proposes to build on the premises a 50,000 square foot metal building, being a Varco Pruden metal building, 200 feet by 250 feet in size for industrial purposes (hereinafter "the building"), and more particularly described in Exhibit A attached hereto and made a part hereof, and,

WHEREAS, Lessee desires to lease from Lessor the aforementioned premises and the building to be constructed in Chaffee, Missouri, and the parties have agreed to the terms of such a lease and wish to reduce their agreement to writing, and,

WHEREAS, Gertrude Boyle joins herein as guarantor to personally assume and guarantee the obligations of the Lessee, which guarantee shall run for five (5) years at a time, and,

NOW THEREFORE, In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged by the parties' execution hereof, the parties agree as follows:

1. DEMISE: Lessor leases to Lessee and Lessee takes the premises and building described hereinabove upon the terms and conditions of this Agreement, and subject to the Lessee's faithful performance thereof.

2. TERM: The term of this lease shall be for ten (10) years commencing on the 1st day of the month after the building to be constructed by Lessor is completed, and ending on the next preceding date at midnight ten (10) years hence, provided, however, Lessee shall have the right to terminate this lease and the obligations hereunder at the end of the initial five (5) years of the initial ten (10) year term of this lease by giving Lessor written notice six (6) months prior to the end of said fifth (5th) year, and upon the payment of a Ninety Thousand Dollars ($90,000.00) stop-lease payment. Lessee shall be entitled to at least fifteen (15) days notice of the commencement of the term and the fitness of the premises for its occupancy. The right to occupy the premises shall date from the commencement of the term. Completion of the improvements to be leased pursuant to this Agreement shall be evidenced by notice to Lessee of such completion given in the manner as provided for other

notice as hereinafter set forth. This rental term is, however, subject to the Lessee's right to extend this Agreement for three 93) successive five (5) year terms, beginning with the end of the initial ten (10) year lease term according to the provisions of paragraph 23 hereinafter. In order to exercise the right to extend so provided, the Lessee must provide Lessor six (6) months notice of its election prior to the end of the ten current term, provided, however, that such notice of renewal by Lessee may be given at any time before said six (6) month period.

3. RENT: Rental for the initial five (5) years of the ten (10) year term provided hereby shall be paid by Lessee to Lessor at the rate of One Hundred Twenty Five Thousand Dollars ($125,000.00) per year payable monthly in advance installments of Ten Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents ($10,416.67) due on the 1st day of the month and being delinquent by the 20th day of the month of which it is due. The first monthly rental payment shall be due on the 1st day of the first month of the term as defined in paragraph 2 above. Rental for the successive five (5) year period of the initial ten (10) year term shall be One Hundred Thirty Thousand Dollars ($130,000.00) per year payable monthly in advance in installments of Ten Thousand Eight Hundred Thirty Three Dollars and Thirty-Three Cents ($10,833.33) due on the 1st day of the month and being delinquent by the 20th day of the month of which it is due, provided, however, that this rate of rental for the second five-year period is predicated upon the underlying financing remaining in place with the same interest rate as initially placed, and with the remaining amortization no more and no less than the initial monthly amortization schedule (initial amortization to be over twenty-five (25) years thus the five (5) years remaining to be on a twenty (20) year basis). In the event that the interest rate is changed, then the rental figure for the second five (5) years of the initial ten (10) year term shall be increased or decreased to adjust the rental payment equal to

the increase or decrease in the monthly amortization. Lessor shall give Lessee thirty (30) days notice of the increased rental price.

4. SECURITY DEPOSIT: Upon the execution of this lease, Lessee shall pay to Lessor a security deposit of Fifteen Thousand Dollars ($15,000.00) which Lessee may apply to the 11th and 12th monthly rental payments of the 1st year of the initial ten (10) year term, provided it shall have kept and performed all other conditions of this lease.

5. USE OF THE PREMISES: The premises leased hereby shall be used primarily for industrial use and lessee's office space. Lessee's occupancy of the premises and use thereof for industrial purposes and the storage of goods kept and stored therein shall at all times be in strict compliance with all laws, statutes, regulations, ordinances, codes, licenses, permits or other requirements imposed by authorities of competent jurisdiction governing such matters.

6. CONDITION OF PREMISES: Acceptance of the premises pursuant to this lease and occupancy thereof shall not be deemed a waiver of any legal duty or statutory warranty owed to Lessee by Lessor or by any other party as to the condition of the premises or improvements thereon. Lessor shall assign or otherwise transfer to Lessee the benefits of all written warranties on new machinery, equipment or portions of new construction which are afforded by manufacturers and Lessor's original suppliers. Lessee shall have the full right to pursue those rights and remedies provided by such written warranties in its name and/or on behalf of Lessor for the benefit of the Lessee.

7. MAINTENANCE AND REPAIRS: Lessor agrees to maintain and repair the foundations, exterior walls and roof, except with respect to any damage caused thereto by the actions or occupancy of the premises by Lessee. Lessee agrees to make such other repairs to the premises as are required to keep the premises liabitable and in a fit condition and in a condition in which the premises are let and leased, ordinary wear and tear and acts of God excepted. Such other repairs which are obligations of the Lessee when not made by the Lessee may be made by the Lessor and charged to the Lessee for which prompt payment shall be made by Lessee together with the next monthly rental payment due.

8. TAXES: All real and personal property taxes accruing to the leased premises or property located thereon shall be borne by Lessee. Any failure on behalf of the Lessee to timely pay any taxes assessed prior to December 25th of each year shall entitle the Lessor to pay and defray the same and charge the same to the Lessee, which said amount shall be paid by Lessee together with the next regular rental payment.

9. UTILITIES: Lessee shall arrange and pay for all utilities furnished to the premises leased hereunder, including gas, water, sewer, heat, telephone, electricity, and any other utility required by it.

5

10. INSURANCE:

A. Lessee shall during the term of this Agreement at its sole expense provide and keep in force the following insurance coverage:

(1) General public liability insurance protecting the indemnifying Lessee and Lessor against all claims for damages to person or property or for loss of life or of property occurring upon, in or about the leased premises, the streets, gutters, sidewalks, curbs or walks adjacent thereto, with minimum limits of $500,000.00 in respect to injuries to any one person, $1,000,000.00 with respect to any one accident or disaster or incident of negligence, and $250,000.00 in respect to property damage.

(2) Insurance on the building and improvements leased hereunder covering loss or damage by fire or extended coverage perils, including earthquake, in the amount of one hundred (100) per cent of the full insurable value. The term "full insurable value" shall mean actual replacement value of the building and improvements (exclusive of the cost of excavation, foundations and footings), less physical depreciation. Full insurable value shall be determined from time to time but not more frequently than every twelve (12) calendar months. Adequate insurance will be kept at all times to avoid Lessor becoming a co-insurer under any circumstance. Such insurance shall carry a mortgage rider or endorsement if available.

B. All insurance provided for herein shall be effective under standard form policies issued by insurers of recognized responsibility, which are well rated by national rating organizations, and which are acceptable to Lessor.

C. Lessee shall be responsible for and pay its own premium relative to any contents insurance which it desires to procure.

D. The policies of insurance provided for under subparagraph A above shall not contain an agreement by the insurer that such policies shall not be cancelled without at least thirty (30) days written notice to the Lessor. Likewise, Lessee shall provide to Lessor proof of such insurance required under paragraph A by supplying Lessor on a timely basis with either certificate of insurance issued by the insurer, or its agent, or a duplicate copy of the policy complying with the terms hereof and clearly showing Lessor as an additional named insured or co-insured.

11. DESTRUCTION OF PREMISES:

A. Total Destruction: In the event that, prior to the termination of this lease, the building leased hereunder, including the equipment situated in the building, is totally destroyed by fire or any other cause, or is so damaged as to be wholly unusuable, this lease may be terminated by either party. Rental for the period up to the time of such total destruction shall be prorated, and any unused portion of prepaid rental refunded to Lessee.

6

B. Partial Destruction: In the event that the building being leased hereunder is only partially destroyed, Lessor shall have one hundred twenty (120) days to repair the damage thereto at Lessor's cost and expense if such repair can be reasonable done. Insurance proceeds under the insurance provided hereunder is available to the Lessor for this purpose. This lease shall not be terminated by reason of partial destruction except in the event that the Lessee would be prevented from reasonable operation of its business. Rent in the event of partial destruction shall be equitably apportioned according to the portion of the building premises which is used by Lessee during the period of repair.

C. Any dispute as to the existence of total destruction, partial destruction, or any other terms of this article relative to destruction of the premises upon which the parties do not agree shall be settled by arbitration according to the provisions provided for arbitration hereinafter.

12. RISK OF LOSS: All property of Lessee or others located or stored in building shall be held at the risk of Lessee, and Lessor shall not be liable for

any damage to such property from any cause. Lessee shall hold Lessor harmless and indemnify it against any such claims or expenses in connection therewith.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

A. Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Lessee without prior consent of Lessor, and, if necessary, of any mortgagee, Lessee may at any time during the lease term, subject to the conditions set forth below and at its own expense, make any alterations, additions, or improvements in and to the demised premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building on the premises, or change the purpose for which the building, or any part thereof may be used.

B. As a condition precedent to alterations, addition, or repair, and before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction, and any public utility having any interest therein, and said work shall be done in accordance with the requirements of local regulations. The plans and specifications for any alterations estimated to cost $1000.00 or more shall be submitted to lessor for written approval prior to commencing work. Lessor's approval shall not be unreasonably withheld.

C. All alterations, additions, and improvements on or in the demised premises at the commencement of the term and that may be erected or installed during the term shall become part of the demised premises and the sole property of the Lessor except that all movable trade fixtures installed by Lessee shall be and remain the property of Lessee.

14. INDEMNITY: Lessee shall hold harmless and indemnify Lessor, as well as those under whom Lessor holds, as against all damages, claims or presentments arising from personal injury, death, accidents or other damage or occurrence arising out of or in connection with the use or occupancy of the leased premises by Lessee, whether the same be to any person whether employed in or customers or visitors to the warehouse or to items stored in the warehouse or present thereon through any other circumstances in relation to such occupation of the leased premises by Lessee. Such indemnity and hold harmless agreement shall likewise extend to the attorney fees or court costs or other costs of defense reasonably incurred in the defense of such claims or presentments.

15. ENTRY ON PREMISES BY LESSOR: Subject to reasonable advance notice Lessor reserves the right to enter on the premises at reasonable time to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

16. SIGNS AND MARQUEES OF LESSEE: Lessee shall not construct or place signs or marquees on the premises, except with the express written consent of the Lessor, which consent shall not unreasonably be withheld.

17. NOTICES: Any notices required hereunder shall be sufficient only if in writing and either (a) personally delivered to the president of Lessor or Lessee, as the case may be, or (b) mailed to the respective party at the address indicated herein under certified mail, return receipt requested, with sufficient postage thereon for delivery. Mail notice shall be deemed delivered if so posted on the date postmarked thereon.

18. ASSIGNMENT, SUBLEASE, OR LICENSE: Lessee shall not assign or sublease the premises or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease or license to occupy by Lessee shall be void and shall terminate the lease at the option of Lessor. The interest of Lessee in this lease at the option of Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor. Lessor's approval shall not be unreasonably

withheld.

19. BREACH: The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, the adjudication of the Lessee as bankrupt, the insolvency of Lessee, any action or proceeding for debtor relief commenced by or on behalf of Lessee or other general debtor relief sought by extra-judicial means, or the

failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease. Further, the failure of the Lessee to promptly pay to Lessor any sums of money due and owing Lessor, whether under this lease or otherwise, shall constitute an immediate breach of this lease. Lessor shall by virtue of any of the enumerated breaches herein have the right, by written notice, to take immediate possession of the premises.

20. REMEDIES OF LESSOR FOR BREACH BY LESSEE: Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this lease agreement.

A. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. Any re-entry by the Lessor or its agents shall constitute a termination of the lease.

B. Lessor may terminate the lease on giving thirty (30) days' written notice of termination to Lessee. With or without such notice, Lessor's re-entry will terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises and worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term. Lessor shall be obligated to mitigate damages by immediately taking all steps necessary to relet the premises for a reasonable rental amount.

C. Lessor may relet the premises or any part thereof for any term, thereby terminating this lease, at such reasonable rent and on reasonable terms as it may choose. At its sole expense, the Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(1) Lessee's liability to Lessor for breach of the lease shall be for the difference between the rent agreed upon by Lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

(2) Lessor shall apply the rent received from reletting the premises to reduce Lessee's indebtedness for rent then due to Lessor under the lease, or to payment of future rent under this lease as it becomes due. If the agreed rent from the new Lessee are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period, and before the end of that period.

21. ATTORNEY FEES: If Lessor files an action to enforce any agreement contained in this lease or for breach of any covenant or condition, Lessee shall pay Lessor reasonable attorney fees for the services of Lessor's attorney in such instance, all fees to be fixed by the court.

22. CONDEMNATION: Eminent domain proceedings resultings in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of Lessee. Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

23. TERMS AND CONDITIONS OF EXTENSION: Lessee shall have the first opportunity to lease the building and premises subject to this Agreement at the end of the initial term for up to three (3) successive and separate five (5) year terms and upon such other terms and conditions as the parties might agree. In the event Lessee provides notice of the Lessor of Lessee's intent to extend the term of this lease pursuant to the notice provisions of Section 2 hereof, the lease will be extended for each five (5) year renewal term upon the terms and conditions as the parties shall agree. Should the necessary terms and conditions of a new lease or the extension of the rental term of this lease not be agreed upon by the parties within thirty (30) days prior to the end of this lease or any extended term, the parties will submit the disputed terms and conditions to arbitration as herein provided. During the pendency of such arbitration proceedings, Lessee shall be considered a month-to-month tenant, and as such, Lessee shall be liable for rent on a monthly basis at the same rate per month as was due at the next preceding month, and Lessee shall further be required to adhere to the other obligations placed upon it hereunder in connection with insurance, maintenance, taxes and liabilities.

24. OPTION TO PURCHASE LEASED PROPERTY: At the end of the first five (5) years of the ten (10) year term provided herein, Lessee shall have the option to purchase the premises and building for a sum equal to Lessor's equity plus the unpaid principal balance of the underlying financing based upon the total construction cost of the building. At the end of the ten (10) year term provided herein, Lessee shall have the option to purchase the premises and building for a sum equal to Lessor's financing based upon the total construction cost of the building. Purchase by Lessee shall immediately terminate all other provisions of this lease.

25. ARBITRATION: In the event any controversy arises between the parties hereto with respect to the provisions hereof, and such dispute cannot be resolved by the parties themselves within fifteen (15) days after either party hereto notifies the other of its desire to arbitrate the dispute, then the dispute shall be settled under the arbitration laws of the State of Missouri, and this paragraph and judgment upon the award rendered by the arbitrators may be entered in a court of competent jurisdiction. Arbitration shall be by a panel of three arbitrators, one of whom shall be chosen by each of the parties, and with those two to choose a third. The parties shall choose their arbitrators within ten (10) days, and the

two arbitrators so chosen shall within ten (10) days choose a third arbitrator. Any failure of these time limits to be adhered to shall allow the other party, in the case of the choice of an original arbitrator, or either arbitrator in the failure of the two to agree on a third arbitrator, as the case may be, to apply to the Circuit Court of Cape Girardeau County for the designation of an arbitrator to fill the appropriate spot. A decision rendered in writing by majority of the three arbitrators shall be binding upon the parties hereto. The expense of arbitration shall be borne equally by the parties.

26. ADJUSTMENTS: The parties acknowledge that this Agreement is based upon a purchase price of the building specified on Exhibit A as agreed upon between the parties at the time of the signing of this Agreement, being Nine Hundred Seventy Nine Thousand Dollars ($979,000.00), with a basic annual lease rate of Two Dollars and Fifty Cents ($2.50) per square foot of the building. The parties further acknowledge that during construction additions or deletions to the plans and specifications in the nature of additional equipment or deleted equipment or other items which would increase or decrease the cost of the building may occur. In the event such changes do occur the original figure of Nine Hundred Seventy Nine Thousand Dollars ($979,000.00) will be adjusted upward or downward on the same cost basis as that figure was arrived at, with the annual rental lease rate to be adjusted in the same fashion in which the Two Dollars and Fifty Cents ($2.50) per square foot figure was arrived at, and new lease rental amounts, both as to the annual rental and monthly rental shall be specified by the parties pursuant to an amendment to this lease. Similarly, should the cost figures described increase or decrease in the fashion as suggested, the costs of the options to purchase as provided in paragraph 24 above will be adjusted upward or downward also. Any items to be constructed that are not covered by this Agreement or related construction agreements between the Lessor and Lessee, that is change orders, shall be the subject of a separate written agreement between the necessary parties before any work is done or additions are constructed. Change orders shall be in writing and executed by the authorized representative of Lessor and Lessee. The authorized representatives of the parties until further notice shall be those individuals executing this Agreement

on behalf of the parties. Such authorized representatives may be changed by
written notice from time to time.

27. ENVIRONMENTAL PROVISIONS: The parties hereto represent that they have both made diligent inquiry and to the best of their knowledge there is no known environmental violation or pertaining to the leased premises; that the intended use of the leased premises hereunder is not prohibited by any governmental environmental law or regulation, and that there are no known hazardous wastes in, on or under the real estate constituting the leased premises.

28. GUARANTEE: Gertrude Boyle joins herein to specifically guarantee the obligations of the Lessee hereunder. Said guarantee shall run for five (5) years at a time consecutively with the five (5) year terms set forth herein. Accordingly, in the event Lessee shall not terminate at the end of the initial five (5) years of the initial ten (10) year term, the

five (5) year guarantee of the undersigned Gertrude Boyle shall be renewed for an additional five (5) years, and similarly be renewed for each extension provided hereunder.

29. MISCELLANEOUS:

A. This Agreement constitutes the entire agreement between the parties, and should not be altered or amended except in writing duly executed by all pertinent parties. Any prior agreements or representations of the parties are void unless contained herein.

B. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

C. This Agreement shall be interpreted under the laws of the State of Missouri. Any question with respect to the interpretation, enforcement, or validity of the obligations hereof shall take place in the Circuit Court of Cape Girardeau County, Missouri, which venue is acknowledged as appropriate by all parties hereto.

D. Title to articles herein are for convenience only and shall not be given particular effect, the provisions of each article to govern. The determination of the invalidity or unenforceability of any particular provision shall not effect the balance of the clauses of this Agreement.

E. Time is of the essence to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LESSOR:

PENZEL AND COMPANY INCORPORATED
(SEAL) a corporation

By:

C. Gene Penzel, President

ATTEST:

- ------------------------------
, Secretary
- ---------------------------

MAILING ADDRESS OF LESSOR:
PO Box 330
Jackson, MO 63755-0330

LESSEE:

(SEAL) COLUMBIA SPORTSWEAR COMPANY

By:

Gertrude Boyle, President

ATTEST:

- ------------------------------
, Secretary
- ---------------------------

MAILING ADDRESS OF LESSEE:

GUARANTOR:

Gertrude Boyle

STATE OF MISSOURI)
) ss.
County of Cape Girardeau)

On this _____ day of __________, 1987, before me personally appeared C. Gene Penzel to me known, who being by me first duly sworn did say that he is President of Penzel and Company, Inc., a corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said C. Gene Penzel acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the year and day first above written.

, Notary Public

State of Missouri
County of Cape Girardeau
My term expires:

STATE OF OREGON)
) ss.
County of Multnomah)

On this _____ day of __________, 1987, before me personally appeared Gertrude Boyle to me known, who being by me first duly sworn did say that she is President of Columbia Sportswear Company, a corporation of the State of Oregon, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Gertrude Boyle acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the year and day first above written.

, Notary Public

State of Oregon
County of Multnomah
My term expires:

STATE OF OREGON)
) ss.
County of Multnomah)

On this _____ day of __________, 19__ before me personally appeared Gertrude Boyle to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

, Notary Public

State of Oregon
County of Multnomah
My term expires:

THIS INDENTURE made the 3rd day of January, 1994.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

B.A.R.K. HOLDINGS INC., a corporation incorporated under the laws of Ontario, having its registered office at 1072 Mahogany Road, London, Ontario, N6A 2W5,

(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

COLUMBIA SPORTSWEAR CANADA LIMITED, a corporation incorporated under the laws of Ontario, having its registered office at 412-C High Street East, Strathroy, Ontario, N7G IH5

(herein called the "Tenant")

OF THE SECOND PART

1.01 DEFINITIONS: In this Lease:

"Additional Rent" means all amounts payable by Tenant hereunder, except Basic Rent.

"Basic Rent" means the rent payable under section 4.01.

"Commencement Date" means first day of January, 1994.

"Insurance Premiums" has a meaning set out in section 5.04 hereof.

"Lease Year" means that period of twelve months commencing on the Commencement Date and thereafter each consecutive twelve month period commencing on each anniversary of the Commencement Date.

"Premises" means the warehouse and office building containing approximately 6,600 square feet of office space and approximately 66,000 square feet of warehouse space and the lands and premises on which it is situate and all structures and appurtenances located thereon and appurtenant thereto, located at 456 Albert Street in the Town of Strathroy in the

County of Middlesex, which land are legally described as Park Lot 1, Plan 234, Town of Strathroy, County of Middlesex, save and except the westerly 8.25 feet of the said Lot.

"Prime Rate" means the rate of interest per annum publicly quoted by Royal Bank of Canada, from time to time, as the reference rate of interest, commonly known as it's "Prime Rate" used by it to determine interest rates charged by it on loans in Canadian funds to its commercial customers payable on demand.

"Rent" means Basic Rent and Additional Rent.

"Security Deposit" has the meaning as set out in section 4.02(a) hereof;

"Taxes" has the meaning set out in section 5.02 hereof.

"Term" means the Term of this Lease set out in section 3.01 hereof.

1.02 SEVERABILITY: If any one or more clauses or paragraphs or part or parts thereof in this Lease is judged illegal a legal or unenforceable it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or clauses or part or parts of clauses had never been included.

1.03 NUMBER, JOINT AND SEVERAL LIABILITY: Whenever a word importing the singular

number only is used in this Lease, such word shall include the plural and the words importing either gender or firms or corporations shall include the persons or other gender and firms or corporations where applicable. Any reference to the Term of this Lease shall, unless the context otherwise requires, be deemed to include any renewals thereof. If there shall be more than one person, firm, corporation or other entity named as Tenant herein, they shall each be jointly and severally liable for the observance and performance of all of Tenants' covenants and obligations under this Lease.

1.04 CAPTIONS: The headings, article and section numbers in captions appearing in this Lease have been inserted as a matter or convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provisions thereof.

2.01 DEMISE: Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be paid, observed and performed, Landlord demises and leases unto Tenant and Tenant rents from Landlord, for the term and upon the conditions hereinafter mentioned the Premises.

3.01 TERM: TO HAVE AND TO HOLD the Premises for and during the term of 10 years commencing on the Commencement Date and ending on the 31st day of December, 2003.

4.01 RENT: YIELDING AND PAYING THEREFOR to Landlord yearly and every year during the Term hereby granted as Basic Rent the sum of Eighty Three Thousand, Four Hundred Dollars ($83,400.00) of lawful money of Canada payable in advance on the first (1st) day of the month in equal monthly instalments of Six Thousand, Nine Hundred and Fifty Dollars ($6,950.00) such payments to be made by cheque or money order made payable to Landlord as it may direct from time to time; the first payment of Basic Rent being due on the Commencement Date. Provided that the Basic Rent will increase the sixth Lease Year if after the first five Lease Years of the Term, Landlord's financing costs exceed twelve percent (12%) of $695,000.00 per annum, Basic Rent then shall be increased by an amount equal to the increase in financing costs in excess of twelve percent (12%) per annum. The purposes of this definition financing costs shall include the cost of placing a loan facility secured by a mortgage of the Premises at market rates applicable at the time of the refinancing of the Premises.

4.02 DEPOSIT: (a) Landlord acknowledges receipt of the sum of Thirteen Thousand, Nine Hundred Dollars ($13,900.00) to be held by Landlord without interest, to be applied against the Basic Rent due on January 1st, 1994 and the balance to be held as security for the full and faithful performance by Tenant of all its covenants and obligations hereunder (the Security Deposit").

(b) If at any time during the Term the Rent or other sums payable by Tenant to Landlord hereunder are overdue and unpaid, or if Tenant fails to keep and perform any of the terms, covenants and conditions of this Lease, to be kept, observed and performed by Tenant, and Landlord at its option may, in addition to any and all other rights and remedies provided for in this Lease or by law, appropriate and apply the entire Security Deposit, or so much thereof as is necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If the entire Security Deposit, or any portion thereof is appropriated and applied by Landlord for the payment of overdue Rent, then Tenant shall, upon written demand of Landlord, forthwith remit to Landlord, a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so in five (5) days after receipt of such demand constitutes a breach of this Lease. If Tenant complies with all of the terms, covenants and conditions and promptly pays all of the Rent and other sums herein provided and payable by Tenant to Landlord, the Security Deposit shall be applied to the Basic Rent due for the last month of the Term.

4.03 NO WARRANTEES: Tenant acknowledges that there are no representations, conditions or warranties, express or implied, statutory or otherwise, with respect to the Premises or affecting the rights of the parties hereto, other than as specifically contained herein. Without limiting the generality of the foregoing, Landlord shall not be deemed to make at the time of execution of this Lease or any schedule or upon the exercise of an option provided for, if any, or at any other time, any representation or warranty, express or implied, as to the quality of the material or workmanship of the Premises or the conformity of the

Premises to the provisions and specifications of any purchase order or orders relating thereto or to the condition, design, merchantability, durability, operation or fitness for use for any particular purpose of the Premises or the freedom thereof from any liens, encumbrances or rights of others, or any other representation or warranty whatsoever, express or implied, with respect to the Premises except as provided herein. Landlord does however represent and warrant that it has taken no action to charge or encumber the Premises and nevertheless agrees to assign or otherwise make available to Tenant, to the extent permitted by law, such rights as Landlord may have under any warranties, guarantees or service contracts with respect to the Premises, including the equipment, made by any manufacturer, vendor, contractor or supplier thereof.

5.01 TENANT'S COVENANT: Tenant covenants with Landlord to pay Rent in the manner herein provided without any deduction, statement or set-off whatsoever conclusively without limitation.

(a) Basic Rent as set out in section 4.01 hereof.

(b) The amount in respect of Taxes and Insurance Premiums referred to in 5.02 and 5.04 hereof.

5.02 TENANT'S TAXES: (a) To pay as and when due each instalment of all municipal property taxes, rates, including local improvement rates, school rates and business tax, duty and assessments (hereinafter referred to as the "property taxes") now or at any time during the term hereof rated, charged, levied or assessed against the Premises or any part or parts thereof or against any machinery, equipment or other facilities now or at any time during the Term brought in or on to the Premises, and to pay any similar tax not now contemplated but levied at any time during the Tenn hereof by any competent governmental or municipal body in lieu of, or partially in lieu of, or in addition to, such property taxes, and if demanded, Tenant shall forthwith after any such taxes or instalments shall have become due, produce and exhibit to Landlord's satisfaction evidence of the payment of such taxes or instalment; provided however, that the responsibility for property taxes in respect of the calendar years in which this lease commences and ends shall be adjusted between Landlord and Tenant; Tenant shall have the right to contest the amount or

validity of any property taxes by appropriate legal proceedings, but Landlord shall not be required to join in any proceedings, nor shall Landlord be subjected to any liability for the payment of any costs or expenses in connection with any proceedings brought by Tenant and Tenant covenants to indemnify and save harmless Landlord from any such costs or expenses;

(b) Goods and Services Taxes, Etc.: to pay to Landlord (acting as agent for the taxing authority if applicable) or directly to the taxing authority (if required by applicable legislation), the full amount of all goods and services taxes, sales taxes, value-added taxes, multi-stage taxes, business transfer taxes, and any other taxes imposed on Tenant in respect of any rent payable by Tenant under this lease, or in respect of the rental of premises by Tenant under this lease (collectively and individually, "Sales Taxes"); Sales Taxes are payable by Tenant whether they are characterized as a goods and services tax, sales tax, value-added tax, multi-stage tax, business transfer tax, or otherwise; Sales Taxes so payable by Tenant will be:

(i) calculated by Landlord in accordance with the applicable legislation,

(ii) paid by Tenant at the same time as the amounts to which Sales Taxes apply are payable to Landlord under the terms of this lease (or upon demand at such other time or times as Landlord from time to time determines), and

(iii) considered not to be Rent, despite anything else in this lease, but Landlord will have all of the same remedies for and right of recovery with respect to such amounts as it has for nonpayment of Rent under this lease or at law;

5.03 GENERAL: Tenant covenants with Landlord to observe and perform all of the agreements, obligations, provisions of Tenant herein.

5.04 TENANT'S INSURANCE: At the sole cost and expense, to maintain, and pay all premiums for the mutual benefit of Landlord and Tenant, general public liability

insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, in which the limits of the public liability and/or property damage coverage shall be an amount not less than $2,000,000, inclusive; at its sole cost and expense to keep all buildings which form a part of the Premises and the equipment, fixtures and machinery insured on a full replacement cost basis against loss or damage by fire and against such other risk as are customarily covered by endorsement commonly known as supplemental or extended coverage; the insurance shall be with insurers acceptable to Landlord and with policies in form satisfactory from time to time to Landlord and certificates of insurance shall be delivered to Landlord forthwith; if Tenant fails to take out or keep in force any such insurance, Landlord will have the right to do so and to pay the premium therefor and in such event Tenant shall repay to Landlord the

amount so paid as premium which repayment shall be deemed to be Additional Rent and shall be due on the first day of the next month following said payment by Landlord;

5.05 REPAIRS AND MAINTENANCE:

(a) Tenant at its own expense shall repair, maintain and keep the Premises and any part thereof in a clean and sanitary condition and in accordance with all laws, directions, rules and regulations of the governmental agencies having jurisdiction and shall keep the Premises (including without limitation all signs) and every part thereof in good order and repair as a careful owner would do in a good and workmanlike manner, reasonable wear and tear excepted, provided however that the obligation of Tenant hereunder shall not extend to damage by fire, lightning, tempest or other perils against which Landlord is insured.

(b) Tenant shall maintain in good order and operating condition the heating, ventilating and air conditioning, mechanical, electrical, plumbing, lighting, bathrooms and sprinkler systems, services and equipment installed in the Premises.

5.06 UTILITIES:

(a) Tenant shall pay as the same become due respectively, all charges for private and public utilities which, without limiting the generality of the foregoing shall include water, gas, heat, electrical power or energy, steam or hot water used upon or in respect of the Premises and for fittings, machines, apparatus, meters or other things leased in respect thereof and for all work or services performed by any corporation or a commission in connection with such public utilities. Tenant shall arrange for a counsel to be opened in its own name for all such utilities.

(b) in no event shall Landlord be liable for any injury to Tenant, in servants, agents, employees, customers and invitees or for any injury or damage to the Premises or to any other property of Tenant or to any property of any other person, firm or corporation on or about the Premises caused by an interruption or failure in supplying any such utilities to the Premises.

(c) The Tenant shall replace the heating or air conditioning equipment, or the electrical or mechanical systems, the roof membrane and make structural repairs to the Premises during the Term of this Lease.

5.07 USE OF THE PREMISES: To use the Premises for the purpose of operating an office and warehouse facility only in connection with the business of Tenant. At no time shall Tenant use the Premises or any part thereof for any other purpose or business.

5.08 ACCESS BY LANDLORD: Landlord, its employees or its agents shall have the right to enter the Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions to the Premises as Landlord may be required to make under the provisions of this lease without the same constituting an eviction of Tenant in whole or in part and, subject to the provisions of section 9.01 hereof the rent reserved shall not abate while said repairs, alterations, improvements, or additions are being made by reason of loss or interruption of business of Tenant or otherwise.

5.09 INDEMNIFICATION OF LANDLORD: To indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in

connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or servants, or by anyone permitted to be on the Premises by Tenant; in case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and hold Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Landlord in connection with such litigation; Tenant shall have no obligation to indemnify or save harmless Landlord in respect of any matter for which Landlord is responsible at law as a result of the negligent or wilful act or omission of Landlord or its employees or agents.

5.10 ASSIGNMENT AND SUBLETTING: That it will not assign or sublet the Premises without the consent of Landlord, such consent not to be unreasonably withheld or unduly delayed, provided, however, and it is made a condition of the giving of such consent that:

(i) the proposed assignee of this lease shall agree in writing to assume and perform all of the terms, covenants, conditions and agreements by this Lease imposed upon Tenant herein in the form acceptable to Landlord's solicitor;

(ii) no assignment or sub-letting shall in any manner release Tenant from its covenants and obligations hereunder;

(iii) Landlord in its absolute discretion shall be satisfied with the business and credit worthiness of any assignee;

and further provided that the consent of Landlord shall not be required in connection with any assignment or subletting of the Premises or any part thereof to any corporation which

is affiliated or associated with Tenant within the meaning of the Business Corporations Act, 1990 of Ontario;

5.11 RIGHT TO SHOW PREMISES:

(a) Landlord, its employees or its agents shall have the right within three months prior to the termination of the Term or any renewal during business hours of Tenant to enter upon the Premises for purposes of exhibiting same to any prospective purchaser or mortgagee provided that the exercise of such rights shall not unreasonable interfere with Tenant's business.

(b) Landlord shall have the right within three months' prior to the termination of the Term or any renewal thereof to place upon the Premises a signage of reasonable dimensions and reasonably placed so as not to interfere with Tenant's business, stating that the Premises are for lease; further, provided that Tenant will not remove such signage or permit the same to be removed.

5.12 OBSERVANCE OF LAW: Tenant will comply with all provisions of law including, without limiting the generality of the foregoing, federal and provincial legislative enactments, building by-laws, and other governmental or municipal regulations which relate to the Premises and the operation and use thereof, and to comply with all police, fire and sanitary regulations imposed by any governmental, provincial or municipal authorities or made by fire insurance underwriters, and to observe and obey governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises; provided that Landlord hereby represents and warrants to Tenant that the Premises and equipment thereon and use thereof as of the commencement of the term comply with the foregoing requirements.

5.13 SURRENDER ON TERMINATION: Tenant will, at the expiration or sooner to determination of the Term, peacefully surrender and yield up unto Landlord the Premises with the appurtenances together with all buildings or erections which at any time during the said Term shall be made therein or thereon in the same condition as required to be maintained hereunder.

5.14 LANDLORD RECOVERY: In the event that Landlord shall perform any repairs or maintenance or pay any some of money due or payable by Tenant, either at the request of Tenant, or by reason of any default by Tenant in performance of its

convenance herein contained Tenant shall, forthwith after notice from Landlord repay to Landlord as Additional Rent hereunder, the cost of performing such repairs and maintenance or the amount paid by Landlord on Tenant's behalf, together with Landlord's overhead fee of 15% of such amount.

5.15 WASTE: Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permitted or suffer any overloading of the floors thereof and shall not use or permit to be used any part of the Premises or any dangerous, noxious or offensive trade or business and shall not do anything or permit anything to be done upon or about the Premises nor anything to be brought thereon which Landlord may reasonable deem to be a nuisance and Tenant shall take every reasonable precaution to protect the Premises from danger of fire, water damage or the elements, and Tenant shall not allow any ashes, refuse, garbage or other loose, objectional material to accumulate in, on or about the Premises and will at all times keep them clean and in wholesome condition.

5.16 ELECTRICAL FACILITIES: Tenant shall not install or use any electrical or other equipment or electrical arrangement which may overload the electrical or other service facilities except with the expressed written consent of Landlord and provided Tenant at its own expense makes whatever changes are necessary in compliance with the reasonable and lawful requirements of Landlord's insurance underwriters and governmental authorities having jurisdiction and in any event Tenant shall make no changes until it first submits plans and specifications for the same to Landlord and obtains Landlord's written approval for such plans and specifications, which will not be unreasonably withheld or unduly delayed.

5.17 HEAT: Tenant covenants to heat those portions of the Premises to a reasonable temperature necessary to prevent all pipes, permanent fixtures, sprinkler system and other equipment contained therein from bursting or becoming damaged.

5.18 SNOW AND ICE: Tenant shall keep and maintain the sidewalk, parking areas, ramps for vehicles and pedestrians, loading areas, stairways, driveways and all asphalt paving areas and catchbasins and trapdoors and covers about the Premises clear of snow and ice and all other obstructions and required by the by-laws and regulations of the Town of Strathroy at all times during the Term.

5.19 LANDSCAPING: Tenant shall keep and maintain the landscaped areas situate around the buildings in a good and proper order and in a condition satisfactory to Landlord. Tenant shall have the grass cut every two weeks during the months of April through October in each calendar year. Tenant shall keep the parking lot and outside storage area in the rear of the building in a condition satisfactory to Landlord including the weed killing and keep it free of debris and maintain it so that the water drains from the parking lot area.

6.00 LANDLORD'S COVENANTS:

6.01 QUIET ENJOYMENT: Landlord covenants and agrees with Tenants that provided Tenant pays all Rent and performs all the covenants herein contained on its part to be performed that Tenant shall have quiet enjoyment of the Premises.

6.02 LANDLORD'S TITLE: Landlord covenants that it has a good marketable title to the Premises free and clear of all mortgages, charges and encumbrances other than (i) the mortgages or charges listed in Schedule "A" hereto and (ii) easements, servitude, agreements, covenants and restrictions which do not interfere with or restrict Tenant from carrying on its business in the Premises or the rights of Tenant under this Lease; Landlord has full power and authority to enter into this Lease; the use of the Premises for the purposes intended by Tenant is a permitted use thereof under all applicable by-laws, regulations, statutes, agreements, covenants, restrictions or rights affecting or running with the lands of which the Premises form part;

6.03 INDEMNIFICATION OF TENANT: That it will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises occasioned wholly or in part by any act or omission of Landlord, its employees or its agents, in case Tenant shall, without fault on its part, be made a party to litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses and reasonable legal fees

incurred or paid by Tenant in connection with such litigation.

6.04 Landlord covenants with Tenant to observe and perform all of the agreement obligations and provisions of Landlord herein.

7.01 SIGNS, FIXTURES AND ALTERATIONS:

(a) Signs, Fixtures and Alterations: Tenant may make or cause to be made any alterations, additions or improvements and may install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, mechanical or electrical systems and fixtures, and plumbing fixtures, shades or awnings as Tenant deems desirable or appropriate without first obtaining Landlord's written approval and consent unless alterations to the structure of the building forming part of the Premises are involved, in which event Tenant shall first obtain Landlord's written consent, which consent shall not be unreasonably withheld or unduly delayed.

(b) Removal and Restoration by Tenant: Upon termination of this lease, all changes, alterations or improvements which may be effected in or upon the Premises and which are attached to the floors, walls or ceilings thereof shall remain and be surrendered with the Premises as part thereof and become the property of Landlord without any compensation to Tenant. It is agreed, however, that all trade fixtures installed in the Premises by Tenant shall be removable at any time and from time to time by Tenant and

shall, upon the termination of this lease, remain the property of Tenant provided Tenant causes no damage to the Premises in such removal or makes good all damage so caused.

(c) Tenant Shall Discharge Liens: Tenant shall promptly pay all its contractors and for material and shall do any and all things necessary so as to minimize the possibility of a lien attaching to the Premises as a result of any improvements thereto carried out by Tenant and should any such lien be made or filed, Tenant shall discharge or vacate the same within ten (10) days thereafter at Tenant's expense.

8.01 HAZARDOUS SUBSTANCES: Tenant shall not use, manufacture or store, or permit the use, manufacture or storing of any contaminant, toxic or hazardous waste or substance on the Premises or any part thereof, provided the foregoing shall not prevent the use on the Premises of substances in common use not inherently dangerous so long as all applicable laws and regulations are strictly complied with by Tenant in connection with such use, and Tenant shall indemnify and hold harmless Landlord of and from all loss, cost and expense attributable to or arising out of any breach by Tenant of the provisions of this section or the use by Tenant on the Premises of any hazardous or toxic substance. Landlord shall indemnify and save harmless Tenant of, from and against all loss, cost and expense arising out of or attributable to any pollutant, contaminant or toxic or hazardous waste or substance situate or present upon or under the Premises or any part thereof due to any cause or reason whatsoever other than due to the wilful or negligent acts or omissions of Tenant, its employees or agents.

9.01 DAMAGE AND DESTRUCTION: If during the term hereof the Premises shall suffer any structural failure or collapse or be damaged or destroyed by any cause whatsoever, whether insured against or not, including, without limitations fire, lightning, tempest, acts of God or the Queen's enemies, riots, insurrections or other perils the following provisions shall have effect:

(i) If the Premises are rendered partially unfit for occupancy by Tenant, the rent hereby reserved shall abate in part only in the proportion that the part of the Premises so rendered unfit is of the whole of the Premises until the Premises have been repaired or restored;

(ii) If the Premises are rendered wholly unfit for occupancy by Tenant, the rent hereby reserved shall abate until the Premises have been repaired or restored;

(iii) Notwithstanding the provision of clause (i) of this section 9.01, if the Premises are not capable with reasonable diligence of being repaired or restored within ninety (90) days of the occurrence of the damage or destruction, then either Landlord or Tenant may terminate this lease by written notice to the other of them given within thirty (30) days of the date

of such occurrence, and if such notice is so given this lease shall cease and become null and void effective as of and from the date of such occurrence and Tenant shall immediately surrender the Premises and all its interest therein to Landlord and the rent shall be apportioned and shall be payable by Tenant only to the date of such occurrence and Landlord may re-enter and repossess the Premises discharged of this lease, but if within the said period of thirty (30) days neither Landlord nor Tenant shall give notice terminating this lease as aforesaid, then upon the expiration of the said period of thirty (30) days Landlord shall promptly repair or restore the premises;

(iv) If the Premises are capable with reasonable diligence of being repaired or restored within ninety (90) days of the happening of such damage, then Landlord shall restore or repair the Premises promptly within the aforesaid ninety (90) days;

10.01 DEFAULT OF TENANT:

(a) Right to Re-Enter: In the event of any failure of Tenant to pay any rental due hereunder within thirty (30) days after the same shall be due, or any failure to perform or to observe any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant, or if Tenant shall become bankrupt or insolvent, or file any proposal, or if a receiver is appointed of all or substantially all of Tenant's property, or if Tenant shall abandon the Premises, or suffer this lease or any of its assets to be taken under any writ of execution, or if re-entry is permitted under any other terms of this lease, then Landlord, besides any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises and such property may be

removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned hereby.

(b) Right to Re-Let: Should Landlord elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating the lease, re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such re-letting all rentals received by Landlord from such re-letting shall be applied to amounts due from Tenant to Landlord hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by

Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this lease for any breach, and, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable solicitor's fees and including the present value of the unpaid rent, additional rent and other charges for the unexpired term of the lease less the actual rental value of the Premises for that period, which amount shall be immediately due and payable from Tenant to Landlord. In any of the events referred to in subsection 9(a) above in addition to any and all other rights, including the rights referred to in this subsection and in subsection 9(a) hereof, the full amount of the current month's rent, and any other payments required to be made monthly hereunder and the next three (3) month's fixed minimum rent and such payments shall immediately become due and payable, and Landlord may immediately distrain for the same, together with any arrears then unpaid.

(c) Legal Expenses: In case suit shall be brought for recovery of possession of the Premises for the recovery of rent or any other amount due under the provisions of this lease or because of the breach of any other covenants herein contained on the part of Tenant to be kept or performed and a

breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor including a reasonable solicitor's fee.

(d) Landlord May Perform Covenants: If Tenant shall fail to perform any of the covenants or obligations of Tenant under or in respect of this lease, Landlord may from time to time in its discretion perform or cause to be performed any of such covenants or obligations or any part thereof, and for such purpose may do such things as may be requisite, including, without limitation, entering upon the Premises upon reasonable prior notice to Tenant. All expenses incurred and expenditures made by or on behalf of Landlord under this subsection shall be collected in the same manner as rent hereunder and shall be paid by Tenant upon demand.

11.01 TENANT MAY PERFORM COVENANTS: If Landlord shall fail to perform any of the covenants or obligations of Landlord under and in respect to this lease, Tenant may from time to time in its discretion perform or cause to be performed any of such covenants or obligations or any part thereof and for such purpose may do such things as may be requisite and any amounts expended by Tenant in so doing shall be reimbursed by Landlord upon demand and Tenant may deduct any such amounts so paid from the rent next due hereunder.

12.01 STATUS STATEMENT, ATTORNMENT, SUBORDINATION:

(a) Status Statement: Within ten (10) days after request therefor by either party to the other hereunder, the party so requested shall deliver a certificate to the requesting party

certifying (if such be the case) that this lease in is full force and effect and that there are no defaults or breaches by the requested party of its obligations hereunder or stating those claimed by the requested party.

(b) Attornment: Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the mortgagee or the purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Landlord under this lease.

(c) Subordination: Upon request by Landlord Tenant will subordinate its rights hereunder to any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises or part thereof to all advances made or hereafter to be made on the security thereof. No subordination by Tenant shall have the effect of permitting the holder of any mortgage or lien or other security to disturb the occupation and possession by Tenant of the Premises so long as Tenant shall perform all of the terms, covenants and conditions contained in this Lease.

13.01 RIGHT OF RENEWAL: Provided that Tenant is not in or has ever been in default under this Lease, Tenant shall have the right to renew this Lease for two further successive terms of five years upon the same terms and conditions as contained in this Lease save and except for any further right of renewal and any allowances or inducements provided to the tenant in the initial term of this Lease. Tenant shall give Landlord notice in writing of its intention to renew this Lease no later than six (6) months prior to the expiry of the Term or any renewal term of the Lease. Failing such notice being by Tenant to Landlord in writing, Tenant shall have no right to renew this Lease.

14.01 TENANT'S WORK: Tenant shall, at its own risk and expense complete and install in a good workmanlike manner within the Premises, all Tenant's fixtures and equipment as outlined in Schedule "B" hereto. Tenant shall be permitted access to the Premises prior to Commencement Date with the purposes of completing its improvements. Tenant shall pay all utilities falling due with respect to the Premises during the period from the time it first gained access to the Premises for completion of its work and the Commencement Date.

15.01 GENERAL:

(a) No Tacit Renewal: In the event Tenant remains in possession of the Premises after the end of the term hereof and without the execution and delivery of a new lease, there shall be no tacit renewal of this lease and the term hereby granted and Tenant shall be deemed to be occupying the Premises as a Tenant from month to month at a monthly rental

payable in advance on the first day of each month equal to the fixed monthly rental payable during the last month of the term of the lease and otherwise upon the same terms and conditions as are set forth in this lease so far as applicable.

(b) Successors: Subject to the provisions of subsection 5.10, all rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties.

(c) Entire Agreement: This lease and the Schedules attached hereto and forming part hereof and any Agreement to Lease entered into by Landlord and Tenant in respect of the Premises set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as aforesaid. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(d) Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this subsection shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this lease.

(e) Compliance with the Planning Act: It is an express condition of the within lease and Landlord and Tenant so agree and declare that the subdivision control provisions of the Planning Act, be complied with if necessary.

(f) Consents: If and whenever the consent or leave of either party is required pursuant to the terms hereof for the doing of any thing by the other party, such consent or leave shall not be unreasonably withheld or unduly delayed.

16.01 NOTICES: Any demand, notice or other communication be given in connection with this Lease shall be given in writing and shall be given by personal delivery by registered mail and by electronic means of communication addressed to the recipient as follows to Landlord: B.A.R.K. Holdings Inc., 1072 Mahogany Road, London, Ontario, N6A 2W5, Attention - Douglas Hamilton and to Tenant: Columbia Sportswear Canada Limited, 412-C High Street East, P. 0. Box 261, Strathroy, Ontario, N7G lH5, Attention - Chief Financial Officer with a copy to Columbia Sportswear U.S.

6600 N Baltimore, Portland, Oregon, USA 97203, Attention - President or to such other addressed individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice, communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, and, if given by registered mail, on the 5th Business Day following the deposit thereof in the mail, and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party is given any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or via electronic communication.

IN WITNESS WHEREOF the parties, respective officers hereto have executed this lease and placed the respective corporate seals on the day of 1994.

B.A.R.K, HOLDINGS, INC.

By: DOUGLAS HAMILTON c/s

Douglas Hamilton

COLUMBIA SPORTSWEAR CANADA LIMITED

By: /s/ c/s

By: /s/ c/s

SCHEDULE "A"

PERMITTED ENCUMBRANCES

1. The reservations, limitations, provisions and conditions expressed in the original grant from the Crown;

2. The Easement in favour of Ontario Hydro;

3. The Charge/Mortgage of Land in favour of Hongkong Bank of Canada;

4. The Charge/Mortgage of Land in favour of Hamilton Children's Trust;

SCHEDULE "B"

TENANT'S WORK

AGREEMENT

This Agreement (the "Agreement") is entered into as of August 24, 1992 by and between Columbia Sportswear Holdings Limited, a corporation organized under the laws of the Province of Ontario, Canada ("Columbia Holdings"), Columbia Sportswear Canada Limited, a corporation organized under the laws of the Province of Ontario, Canada and a wholly owned subsidiary of Columbia Holdings ("Columbia Canada") and Douglas Hamilton ("Hamilton") and Doug Hamilton in trust for Elizabeth K. Hamilton (together, the "Hamiltons").

Recitals

1. The Hamiltons own 25 percent of the issued and outstanding common stock of Canada-Trans Limited, a corporation organized under the laws of the Province of Ontario, Canada ("Canada-Trans").

2. Pursuant to a stock purchase agreement dated as of August 20, 1992 among Canada-Trans, Columbia Canada and all of the shareholders of Canada-Trans (the "Purchase Agreement"), Canada-Trans, Columbia Canada and the shareholders of Canada-Trans have agreed that (a) Columbia Canada will acquire all of the issued and outstanding shares of Canada-Trans' capital stock in exchange for cash, notes and, in the case of the shares of Canada- Trans common stock held by the Hamiltons, shares of the common stock of Columbia Canada, (b) immediately after Columbia Canada's acquisition of the stock of Canada-Trans, Columbia Canada and Canada-Trans will be amalgamated and the Hamiltons will hold 2,500 shares of the common stock of the amalgamated company ("Successor"), constituting 25 percent of the outstanding capital stock of Successor, and (c) upon the terms and conditions provided herein, Columbia Holdings shall purchase from the Hamiltons all of their shares of Successor's stock (the "Hamilton Shares").

Agreement

In consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement and other good and valuable consideration, the parties agree as follows:

1. AGREEMENT TO PURCHASE SHARES OF SUCCESSOR

Subject to the following paragraph, Columbia Holdings agrees to purchase, and the Hamiltons agree to sell to Columbia Holdings, the Hamilton Shares on April 30, 1996. The purchase price for the Hamilton Shares shall be determined as follows:

$$\left(C\$749{,}750 \times \frac{x}{C\$4{,}000{,}00} \right) + \left(C\$250{,}000 \times \frac{y}{C\$4{,}000{,}000} \right)$$

Where x = the lesser of (1) the Cumulative EBT (as defined below) and (2) C$4,000,000 and y = the lesser of (1) the amount, if any, by which the Cumulative EBT exceeds C$4,000,000 and (2) $4,000,000.

In the event of Hamilton's death, permanent disability or termination of employment by Successor without cause, Columbia Holdings agrees to purchase, and the Hamiltons agree to sell to Columbia Holdings, the Hamilton Shares for a purchase price of the greater of (a) C$750,000 or (b) the purchase price as determined in accordance with the formula above. Columbia Holdings shall pay the Hamiltons C$750,000 in a lump sum within 90 days after the date of death, permanent disability or termination without

cause and the remaining portion of the purchase price, if any, shall be paid on April 30, 1996.

For purposes of this Agreement, "cause" shall mean: (a) Hamilton's gross dereliction of his duties; (b) theft or misappropriation of any property of Successor by Hamilton; (c) conviction of Hamilton of a felony or of any crime involving dishonesty or moral turpitude which might reasonably be expected to adversely affect the business, reputation or business relationships of Successor; or (d) violation by Hamilton of any of the provisions of this

Agreement.

For purposes of this Agreement, Cumulative EBT shall mean the sum of Earnings Before Taxes for each of Canada-Trans' and Successor's calendar years 1992 through 1995. Earnings Before Taxes shall mean Canada- Trans' and Successor's net income before taxes as shown on audited financial statements prepared for Canada-Trans and Successor with respect to the calendar year then ended and in accordance with generally accepted Canadian accounting principles and subject to the following adjustments:

a. The parties acknowledge that in the past the Gross Margin to Columbia Sportswear Company, an affiliate of Columbia Holdings and Columbia Canada ("Columbia"), on merchandise sold to Canada-Trans, Successor's predecessor, has been consistent with the Gross Margin on merchandise sold to Columbia's other foreign distributors and that, based on a number of factors including market conditions, such margins change from time to time. The parties further acknowledge that Columbia's Gross Margin on products sold to its other foreign distributors is currently higher than the Gross Margin on merchandise sold to the Company. Nevertheless, for ease and certainty in determining the purchase price and notwithstanding the actual Gross Margin on Columbia merchandise sold to Successor and other foreign distributors, Successor's cost of goods sold shall be adjusted, for purposes of this calculation, so as to reflect a pro forma 20 percent Gross Margin to Columbia on all Columbia merchandise purchased by Successor. For purposes of the adjustment, and as used in this subparagraph, "Gross Margin" shall mean Columbia's pro forma net revenue from sales of merchandise to Successor, less Columbia's f.o.b. cost of the merchandise (determined on a basis consistent with accounting principles applied in prior years).

b. Notwithstanding financing and service fees actually paid during the period, financing and service fees will be adjusted for purposes of this calculation to 6 percent of Successor's cost (as adjusted pursuant to subparagraph (a) above) for all merchandise purchased from Columbia.

c. For purposes of this calculation, all customs and duty costs will be adjusted commensurate with adjustments in pricing resulting from the Gross Margin assumptions in subparagraph (a) above.

d. Amortized goodwill resulting from this transaction shall be excluded.

e. Notwithstanding Successor's interest expense during the period, interest on all indebtedness of Successor shall be assumed for purposes of this calculation to have been equal to the prime interest rate on loans by the Royal Bank of Canada plus one percent; provided, however, that there shall be no charge on indebtedness incurred to fund the acquisition of the Canada-Trans stock and the retirement of loans to Canada-Trans made by Canada-Trans' shareholders pursuant to the Purchase Agreement.

f. There shall be no charge with respect to any management fees paid by the Successor Company to Columbia.

2. THE CLOSING

At the closing of the purchase of the Hamilton Shares (the "Closing"), the Hamiltons shall deliver to Columbia Holdings, or its nominee, the certificates representing the Hamilton Shares, duly endorsed in blank, and Columbia Holdings shall wire transfer to the account designated in writing by the Hamiltons the cash consideration described in Section 1.

3. HAMILTON'S EMPLOYMENT

3.01 Title and Duties. After the amalgamation of Columbia Canada and Canada-Trans, Hamilton shall hold the title of President and Chief Operating Officer of Successor and shall undertake and render such services as are customarily performed by the President and Chief Operating Officer of a corporation engaged in the business of marketing sportswear or prescribed in Successor's bylaws and such other duties as may from time to time be assigned to him by Successor's Board of Directors. Hamilton shall devote his full business time to Successor and to its affairs and safeguard and promote its lawful interests.

3.02 Compensation. As payment in full for all his services rendered under this Agreement, Successor shall pay Hamilton a salary and provide benefits as previously agreed upon by Hamilton and Columbia Canada.

4. CONFIDENTIALITY AND NONCOMPETITION

4.01 Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means: (a) proprietary information of Successor; (b) information marked or designated by Successor as confidential; (c) information, whether or not in written form and whether or not designated as confidential, which is known to Hamilton as being treated by Successor as confidential; and (d) information provided to Successor by third parties which Successor is obligated to keep confidential. Confidential Information includes but is not limited to know-how, customer lists, marketing plans, and financial and technical information.

4.02 Acknowledgment of Receipt of Confidential Information. Hamilton acknowledges that in the course of performing his duties for Successor he will have access to Confidential Information, the ownership and confidential status of which are highly important to Successor, and Hamilton agrees in addition to the specific covenants contained herein, to comply with all reasonable policies and procedures of Successor as may be established from time to time for the protection of such Confidential Information.

4.03 Ownership. Hamilton acknowledges that all Confidential Information is and shall continue to be the exclusive property of Successor, whether or not prepared in whole or in part by him and whether or not disclosed to or entrusted to him in connection with employment by Successor.

4.04 Acknowledgment of Irreparable Harm. Hamilton acknowledges that any disclosure of Confidential Information will cause irreparable harm to Successor.

4.05 Covenant of Nondisclosure and Nonuse. Hamilton agrees not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person. Hamilton agrees that he will not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of Confidential Information, except as may be necessary to perform work done by him for Successor.

4.06 Safeguard of Confidential Information. Hamilton agrees to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and agrees generally to take all steps necessary or requested by Successor to insure maintenance of confidentiality.

4.07 Exclusions. This Section 4 shall not apply to the following information: (a) information now and hereafter voluntarily disseminated by Successor to the public or which otherwise becomes part of the public domain through lawful means; (b) information subsequently and rightfully received from third parties and not subject to any obligation of confidentiality; and (c) information independently developed by Hamilton after termination of his employment.

4.08 Work Made for Hire. Hamilton agrees that all creative work prepared or originated by him for Successor or during or within the scope of his employment by Successor is owned by Successor; and, in any event, Hamilton assigns to Successor all intellectual property rights in such work whether by right of copyright, trade secret or otherwise and whether or not subject to protection by copyright laws.

4.09 Noncompetition. During the term of Hamilton's employment by Successor and for one year thereafter, Hamilton agrees that he will not, without the prior written consent of Successor, directly or indirectly, whether as employee, officer, director, independent contractor, consultant, stockholder, partner, or otherwise, engage or assist others to engage in or have any interest in any business which competes with the Company in the Dominion of Canada. Hamilton further agrees and acknowledges that the time, scope, and geographic area and other provisions of this paragraph have been specifically negotiated by sophisticated parties and specifically hereby agrees that such time, scope, geographic areas, and other provisions are reasonable under the circumstances. Hamilton further agrees that if, despite the express agreement of the parties herein, a court should hold any portion of this Section 4.09 to be unenforceable for any reason, the maximum restrictions of time, scope, and geographic area

reasonable under the circumstances, as determined by the court, will be substituted for the restrictions held unenforceable.

4.10 Non-Solicitation and Non-Hire. During the term of Hamilton's employment by Successor and for a period of one year thereafter, Hamilton agrees that he will not: (a) solicit, induce, or attempt to induce any person who is an employee of Successor to leave the employ of Successor or to engage in any business that competes with Successor; or (b) hire or assist in the hiring of any person who is an employee of Successor to work for any business that competes with Successor.

4.11 Future Association. For a period of one year after termination of his employment by Successor, Hamilton agrees to notify Successor of any involvement with any business that competes with Successor. Hamilton shall disclose the existence and contents of this Agreement to any business with which Hamilton becomes associated within such time period.

4.12 Delivery of Materials. Upon termination of his employment status, Hamilton will deliver to Successor all materials, including without limitation customer lists, documents, records, drawings, prototypes, models

and schematic diagrams, which describe, depict, contain, constitute, reflect, record or in any way relate to Confidential Information, which are in Hamilton's possession or under his control, whether or not the materials were prepared by Hamilton.

4.13 Subpoenas. If Hamilton is served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information or if Hamilton is otherwise required by law or regulation to disclose Confidential Information, Hamilton will immediately, and prior to production or disclosure, notify Successor and provide it with such information as may be necessary in order that Successor may take such action as it deems necessary to protect its interest.

5. REPRESENTATIONS AND WARRANTIES OF THE HAMILTONS

The Hamiltons jointly and severally represent and warrant to Columbia Holdings and Columbia Canada as follows:

5.01 Title to Stock. At the Closing, the Hamiltons will own of record and beneficially the shares of stock of Successor set forth opposite on Annex A free and clear of all rights of joint ownership, pledges, security interests, liens, charges, encumbrances, equities, claims, options (other than pursuant to this Agreement) or limitations and upon delivery of the shares as provided in this Agreement, Columbia Holdings will acquire good and valid title thereto, free and clear of all rights of joint owner ship, pledges, security interests, liens, charges, encumbrances, equities, options or limitations.

5.02 Authority Relative to this Agreement. The Hamiltons have full right, power and authority to enter into this Agreement and carry out the terms hereof and have duly executed and delivered this Agreement, and this Agreement is a valid and binding obligation enforceable against each of them in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and (b) general prin ciples of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.03 Consents and Approvals; No Violation. The execution and delivery of this Agreement by the Hamiltons will not (a) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority or third person, or (b) conflict with, result in a breach of or constitute a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which either of the Hamiltons is a party or by which either of them may be bound; or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to either of them.

6. REPRESENTATIONS AND WARRANTIES OF COLUMBIA HOLDINGS

Columbia Holdings represents and warrants to the Hamiltons as follows:

6.01 Organization. Columbia Holdings is a corporation duly organized and validly existing under the laws of the Province of Ontario, Canada.

6.02 Authority Relative to this Agreement. Columbia Holdings has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The

execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board of Directors of Columbia Holdings. This Agreement has been duly and validly executed and delivered by Columbia Holdings and constitutes a valid and binding agreement of Columbia Holdings, enforceable against Columbia Holdings in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.03 Consents and Approvals, No Violation. The execution, delivery and performance of this Agreement by Columbia Holdings and the compliance by Columbia Holdings with the provisions of this Agreement will not (a) violate the Articles of Incorporation or Bylaws of Columbia Holdings; (b) require any consent, approval, authorization or permit of filing with or notification to any governmental or regulatory authority; (c) conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument of obligation to which Columbia Holdings or any of its assets may be bound; or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Columbia Holdings or any of its assets.

7. REPRESENTATIONS AND WARRANTIES OF COLUMBIA CANADA

Columbia Canada represents and warrants to the Hamiltons as follows:

7.01 Organization. Columbia Canada is a corporation duly organized and validly existing under the laws of the Province of Ontario, Canada.

7.02 Authority Relative to this Agreement. Columbia Canada has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the Board of Directors of Columbia Canada. This Agreement has been duly and validly executed and delivered by Columbia Canada and constitutes a valid and binding agreement of Columbia Canada, enforceable against Columbia Canada in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.03 Consents and Approvals, No Violation. The execution, delivery and performance of this Agreement by Columbia Canada and the compliance by Columbia Canada with the provisions of this Agreement will not (a) violate the Articles of Incorporation or Bylaws of Columbia Canada; (b) require any consent, approval, authorization or permit of filing with or notification to any governmental or regulatory authority; (c) conflict with, result in a breach of or constitute a default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument of obligation to which Columbia Canada or any of its assets may be bound; or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Columbia Canada or any of its assets.

8. COVENANTS OF THE PARTIES

8.01 Further Assurances. Subject to the terms and conditions of this Agreement, each of the parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

8.02 Sales and Transfer Taxes. All transfer taxes (including all stock

transfer taxes, if any) incurred in connection with this Agreement and the transactions contemplated hereby will be borne by the Hamiltons, and the Hamiltons will, at their own expense, file all necessary tax returns and other documentation with respect to all such transfer taxes, and, if required by applicable law, and Columbia Holdings will join in the execution of any such tax returns or other documentation.

8.03 No Encumbrances. Each of the Hamiltons agrees not to transfer, pledge or in any way encumber any of the Hamilton Shares.

8.04 Corporate Actions. Columbia Holdings and Columbia Canada each agrees that so long as the Hamiltons are the owners of the Hamilton Shares, except as expressly contemplated hereby, the following corporate actions shall be subject to the unanimous approval of Successor's shareholders: (a) the entering into of any agreement, or the making of any offer, or the granting of any right capable of becoming an agreement, to allot or issue any shares of capital stock of Successor; (b) any action which may reasonably be expected to lead to or result in a material change in the nature of Successor's business; (c) the taking of any steps to wind up or terminate the corporate existence of Successor; (d) the sale, lease, exchange or disposition of the entire undertaking or property or assets of Successor or any substantial part thereof other than in the ordinary course of Successor's business; (e) the entering into of an amalgamation, merger or consolidation with any other corporation and (f) the appointment of officers of Successor.

9. CONDITIONS TO PURCHASE AND SALE OF SHARES

9.01 Conditions to Obligations of the Hamiltons. The obligations of the Hamiltons to sell the Hamilton Shares as contemplated hereunder shall be subject to the fulfillment at or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Hamiltons:

a. Columbia Holdings shall, in all material respects, have performed and complied with the covenants and agreements contained in this Agreement required to be performed and complied with by it at or prior to the Closing Date;

b. The representations and warranties of Columbia Holdings contained in this Agreement shall have been correct when made and shall be correct as of the Closing Date.

9.02 Conditions to Obligations of Columbia Holdings. The obligations of Columbia Holdings to purchase the Hamilton Shares as contemplated hereunder shall be further subject to the fulfillment at or prior to the Closing Date of the following conditions, any one or more of which may be waived by Columbia Holdings:

a. The Hamiltons shall, in all material respects, have performed and complied with the covenants and agreements contained in this Agreement required to be performed and complied with by them at or prior to the Closing Date;

b. The representations and warranties of the Hamiltons contained in this Agreement shall have been correct when made and shall be correct as of the Closing Date.

10. MISCELLANEOUS PROVISIONS

10.01 Severability. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not upset any other provision hereof and the Agreement shall in all other respects be valid and enforceable.

10.02 Legends. All certificates representing the Hamilton Shares shall be endorsed with the following legend, in addition to any legends required by applicable federal or provincial securities laws or any other agreement:

> "The Shares represented by this certificate are subject to restrictions on transfer contained in an Agreement dated as of August 24, 1992 among the Company, the holder and another shareholder of the Company, a copy of which is on file at the principal office of the Company."

10.03 Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the Hamiltons, Columbia Canada and Columbia Holdings.

10.04 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10.05 Survival. The representations, warranties and covenants of the parties contained in this Agreement shall survive the execution and delivery of this Agreement and the completion of the purchase of the Hamilton Shares and the obligations set forth in Section 4 shall continue beyond the termination of this Agreement.

10.06 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

a. If to the Hamiltons, to:

Douglas Hamilton
c/o Columbia Sportswear Canada Limited
412 High Street East, Unit 6
Strathroy, Ontario
Canada N7G1T1

with copies to:

McCarthy Tetrault
150 Dufferin Avenue
London Ontario
Canada N6A 5N6

Attention: Peter C. Johnson

b. If to Columbia Holdings, to:

Columbia Sportswear Holdings Limited
c/o Columbia Sportswear Company
6600 N Baltimore
Portland, OR 97203

Attention: Timothy P. Boyle

with copies to:

Stoel Rives Boley Jones & Grey
900 SW Fifth Avenue, Suite 2300
Portland, OR 97204-1268

Attention: Stephen E. Babson

c. If to Columbia Canada or Successor, to:

Columbia Sportswear Canada Limited
c/o Columbia Sportswear Company
6600 N Baltimore
Portland, OR 97203

Attention: Timothy P. Boyle

with copies to:

Stoel Rives Boley Jones & Grey
900 SW Fifth Avenue, Suite 2300

Portland, OR 97204-1268

Attention: Stephen E. Babson

10.07 Assignment. Columbia Holdings' right to purchase the Hamilton Shares shall be freely transferrable by Columbia Holdings to any affiliate or shareholder of Columbia. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.08 Attorneys' Fees/Governing Law. In any litigation arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees on appeal or petition for review. The rights and obligations of the parties under this Agreement shall in all respects be governed by the laws of the Province of Ontario, Canada.

10.09 Indemnification. Each party will indemnify, hold harmless and defend the other from and against and reimburse the others with respect to any and all losses, costs, expenses, damages or liabilities (including reasonable attorneys' fees) incurred by the other by reason of, arising out of or in connection with the breach or inaccuracy of any representation or warranty of the indemnifying party under this Agreement and the

nonfulfillment of any covenant or agreement on the part of the indemnifying party under this Agreement.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

10.12 Entire Agreement. Except for the Purchase Agreement, this Agreement, including the Annex referred to herein, embodies the entire agreement and, understanding of the parties hereto in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. Except for the Purchase Agreement, this Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

10.13 Specific Performance. The Hamiltons and Columbia Holdings acknowledge that, in view of the uniqueness of Successor's business, the parties may not have an adequate remedy at law for money damages in the event that the stock purchase and sale contemplated hereunder have not been consummated by reason of breach, and therefore each of the Hamiltons and Columbia Holdings agrees that the other shall be entitled to specific enforcement of the terms hereof with respect to the consummation of the purchase and sale of the Hamilton Shares in addition to any other remedy to which it may be entitled, at law or in equity. In addition, Hamilton acknowledges that breach of the obligations imposed by Section 4 of this Agreement will cause irreparable harm to Successor and, in the event that Hamilton fails to abide by those obligations, Successor will be entitled to specific performance, including the issuance of a temporary restraining order or preliminary injunction, in addition to any other remedy to which it may be entitled, at law or in equity.

10.14 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

10.15 Integrated Agreement. Annex A which is attached hereto is hereby incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Columbia Holdings, Columbia Canada and the Hamiltons have personally signed or caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

Columbia Holdings: COLUMBIA SPORTSWEAR HOLDINGS LIMITED

By:TIMOTHY P. BOYLE

Timothy P. Boyle,
Chairman and Chief Executive Officer

By:GERTRUDE BOYLE

Gertrude Boyle, Vice Chairman

Columbia Canada: COLUMBIA SPORTSWEAR CANADA LIMITED

By:TIMOTHY P. BOYLE

Timothy P. Boyle,
Chairman and Chief Executive Officer

By:GERTRUDE BOYLE

Gertrude Boyle, Vice Chairman

The Hamiltons:

DOUGLAS HAMILTON

Douglas Hamilton

DOUGLAS HAMILTON

Douglas Hamilton,
in trust for Elizabeth K. Hamilton

GUARANTY

Columbia Sportswear Company, an Oregon corporation and the holder of 79 percent of the capital stock of Columbia Sportswear Holdings Limited, hereby guarantees punctual payment of all amounts required to be paid for the Hamilton Shares pursuant to Section 1 of the Agreement above.

COLUMBIA SPORTSWEAR COMPANY

ByGERTRUDE BOYLE

Gertrude Boyle, Chairman

ByTIMOTHY P. BOYLE

Timothy P. Boyle, President

ANNEX A

Name of Shareholder	Share Ownership
Douglas Hamilton	1,500
Douglas Hamilton, in trust for Elizabeth K. Hamilton	1,000

COLUMBIA SPORTSWEAR COMPANY

DEFERRED COMPENSATION CONVERSION AGREEMENT

This Deferred Compensation Conversion Agreement (this "Agreement") is made December 31, 1996 by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and Don Santorufo ("Santorufo").

The Company and Santorufo are parties to a Participation Share Agreement having an effective date of December 31, 1990, as amended by an Amendment to Participation Share Agreement having an effective date of July 1, 1993 (collectively, the "Participation Agreement"), providing for the award to Santorufo on a conditional basis of deferred compensation units.

The Participation Agreement provides for the award to Santorufo of up to a total of 7,581 Participation Shares in three separate awards. Each award is subject to the requirement that Santorufo be employed by the Company on a specified date. Two of these dates have occurred, resulting in two awards to Santorufo of a total of 5,933 Participation Shares. The remaining award of 1,648 Participation Shares is subject to the requirement that Santorufo be a full-time employee of the Company on January 1, 2000. Each award is subject to a five-year vesting schedule from the date of the award. The 7,581 Participation Shares that have been awarded to Santorufo or to which Santorufo may become entitled under the Participation Agreement will sometimes be referred to herein collectively as the "Participation Shares."

Pursuant to the Participation Agreement and the terms and conditions of this Agreement, the Company and Santorufo wish to cause the conversion of the Participation Shares, whether or not awarded or vested under the Participation Agreement, into nonvoting Common Stock and voting Common Stock of the Company, to provide for the vesting, in accordance with the schedule contemplated by the Participation Agreement, of the shares of nonvoting Common Stock and voting Common Stock issued to Santorufo with respect to Participation Shares that are not currently vested, to terminate the Participation Agreement and to enter into certain other agreements, all as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Conversion of Participation Shares; Termination of Participation Agreement. On December 31, 1996, each of the Participation Shares will be converted into .909 shares of nonvoting Common Stock and .091 shares of voting

Common Stock of the Company (thereafter multiplied in each case by 400 to take account of the stock split by the Company) by the issuance of 2,756,452 shares of nonvoting Common Stock and 275,948 shares of voting Common Stock to Santorufo in full discharge, settlement and termination of all rights and obligations of Santorufo and the Company under the Participation Agreement, which shall be superseded and of no further force or effect (the "Conversion"). The Conversion will be effected by the delivery by the Company to Santorufo of stock certificates evidencing the nonvoting Common Stock and voting Common Stock issued to Santorufo in the Conversion (collectively, the "Conversion Shares," which shall include, if the outstanding Common Stock of the Company is hereafter increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of the Company by reason of any stock split, combination of shares or dividend payable in shares, any such shares or other securities issued with respect to the nonvoting and/or voting Common Stock issued to Santorufo in the Conversion).

2. Entry into Restrictive Agreement. It shall be a condition precedent to the obligations of the Company under this Agreement that, prior to the issuance of stock certificates to Santorufo and the effectiveness of the Conversion, (a) Santorufo have executed and delivered to the Company a Shareholder Signature Page to the Restrictive Agreement in the form attached as Exhibit A by which Santorufo shall become a party to the Restrictive Agreement dated as of May 1, 1993 among Gertrude Boyle, Timothy Boyle and Sarah A. Bany (the "Restrictive Agreement") so as to cause the Conversion Shares to become subject to the Restrictive Agreement upon their issuance and have executed and delivered to the Company an Amendment No. 1 to the Restrictive Agreement in the form attached as Exhibit B (the "Amendment No. 1") to cause the Restrictive Agreement to be amended as therein provided upon the execution thereof by the other parties to the Restrictive Agreement, and (b) Carole Santorufo, Santorufo's spouse, have

executed and delivered to the Company a Spousal Agreement in the form attached as Exhibit C relating to the Restrictive Agreement and the Amendment No. 1. Santorufo acknowledges that he has received and reviewed the Restrictive Agreement and Amendment No. 1 in advance of entering into this Agreement and the Restrictive Agreement and that the restrictions imposed on him and the Conversion Shares under the Restrictive Agreement, as amended, will be in addition to the restrictions and obligations imposed on Santorufo and the Conversion Shares pursuant to this Agreement. The Company will use its best efforts to cause each of the other shareholders of the Company and spouses to execute and deliver Amendment No. 1.

3. Shareholder Rights. Upon the Conversion, Santorufo will be a shareholder in the Company with respect to all of the Conversion Shares, whether or not vested in accordance with Section 4. As such, Santorufo will be entitled to all shareholder rights associated with the Conversion Shares, including without limitation voting rights (to the extent any such shares have voting rights) and rights to participate

in distributions made by the Company with respect to its outstanding shares, subject, however, to the provisions of this Agreement and of the Restrictive Agreement.

4. Vesting Schedule. The Conversion Shares will be subject to the following vesting schedule, which will be applied separately to the nonvoting Common Stock and the voting Common Stock within each specified vesting category; provided that no vesting otherwise provided for under this schedule as of any December 31 shall occur unless Santorufo is a full-time employee of the Company on such date:

Shares of Common Stock By Vesting Category	Status	Vesting Schedule
Category 1:		
1,646,308 shares of nonvoting Common Stock and 164,812 shares of voting Common Stock	Vested	N/A
Category 2:		
510,932 shares of nonvoting Common Stock and 51,148 shares of voting Common Stock	Unvested	33.33% on 12/31/97 33.33% on 12/31/98 33.34% on 12/31/99
Category 3:		
599,212 shares of nonvoting Common Stock and 59,988 shares of voting Common Stock	Unvested	20.00% on 12/31/00 20.00% on 12/31/01 20.00% on 12/31/02 20.00% on 12/31/03 20.00% on 12/31/04

Notwithstanding any provision of this Section 4 apparently to the contrary, however, upon any Triggering Event, any Unvested Shares then held by Santorufo that are not purchased by the Company pursuant to the "Repurchase Option," as defined in Section 5, will vest automatically upon the expiration of the 180-day period provided for in Section 5, without any action by the Company other than its execution of this Agreement. The Conversion Shares that are unvested under this Section 4 at any time the matter has relevance shall be referred to herein as the "Unvested Shares."

5. Repurchase Option upon Triggering Event. In the event the full-time employment of Santorufo is voluntarily or involuntarily terminated for any reason (including death, disability, voluntary or involuntary retirement or termination by the Company for any reason, whether with or without cause) (each, a "Triggering Event"), the Company shall have the right, exercisable by it by notice given to Santorufo or any successor within 180 days after the occurrence of the Triggering Event, to purchase any or all of the Unvested Shares. The

purchase price for the Unvested Shares to be purchased under this Section 5 shall be an amount equal to the initial aggregate principal amount of the "Notes," as defined in Section 9, allocable to the Unvested Shares being purchased, which amount shall be determined by multiplying such aggregate principal amount by a fraction, the numerator of which is the number of Unvested Shares being purchased and the denominator of which is the total number of Conversion Shares. The purchase price shall be paid by offset (in the manner provided in Section 13) against, and in discharge of, the balance of principal then owing on the Notes and, to the extent of any excess of the purchase price over all principal then outstanding under the Notes, shall be paid by the Company to Santorufo in cash. The right of the Company to purchase any or all of the then Unvested Shares in accordance with this Section 5 will be referred to as the "Repurchase Option." Any payment to Santorufo in purchase of Unvested Shares pursuant to the Repurchase Option will be subject to the assignment to the Company provided for in Section 13.

6. Application of IRC Section 83; Section 83(b) Election. Transfer of the Conversion Shares to Santorufo pursuant to this Agreement will have federal income tax consequences to Santorufo and the Company pursuant to Section 83 of the Internal Revenue Code of 1986, as amended ("IRC"). The Company has been valued by Corporate Valuations of Washington, Inc. at $156,934,882 on a minority, privately-held basis to aid the Company in determining the required withholding with respect to the Conversion Shares and to aid the Board of Directors in relation to the possible granting of stock options (the "1996 Appraisal"). Santorufo will have taxable compensation income upon the transfer to him of the vested Conversion Shares, and the Company will withhold with respect to such income. Because the Unvested Shares are nontransferable under the Restrictive Agreement and are subject to the Repurchase Option, they will be substantially nonvested for purposes of IRC Section 83 when transferred to Santorufo pursuant to this Agreement. Accordingly, Santorufo will not have taxable income with respect to the Unvested Shares now (unless, as Santorufo has indicated to the Company he intends to do, he so elects pursuant to IRC Section 83(b), with the consequences discussed below), but Santorufo will have ordinary compensation income for federal income tax purposes when each group of Unvested Shares vests pursuant to Section 4 (whether according to the vesting schedule or upon the Company's nonexercise of its Repurchase Option within 180 days after a Triggering Event) or upon lapse of the prohibition on transfer in the Restrictive Agreement equal to the fair market value of the Conversion Shares vesting on that day,

and the Company will withhold upon that amount at that time. Santorufo understands that he may elect pursuant to IRC Section 83(b) to be taxed on the Unvested Shares when they are transferred to him on December 31, 1996, rather than when and if the Repurchase Option expires with respect to each group of Unvested Shares. If desired, this election must be filed with the Internal Revenue Service within 30 days after the Unvested Shares are transferred to Santorufo pursuant to this Agreement. The primary effect of election pursuant to IRC Section 83 is to measure and recognize the ordinary income element in the Unvested Shares now, rather than later as and if they vest. If the election is made, subsequent appreciation in the Unvested Shares will be capital gain, rather than ordinary income, for federal income tax purposes. TO BE EFFECTIVE, THE ELECTION MUST BE COMPLETED AND FILED WITHIN 30 DAYS AFTER TRANSFER OF THE UNVESTED SHARES TO SANTORUFO PURSUANT TO THIS AGREEMENT. SANTORUFO UNDERSTANDS AND ACKNOWLEDGES THAT IT IS HIS SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF THE COMPANY TO FILE IN A TIMELY MANNER ANY IRC SECTION 83(b) ELECTION, EVEN IF HE REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON HIS BEHALF. SANTORUFO IS URGED TO CONSULT HIS PERSONAL TAX ADVISOR WITH RESPECT TO THE EFFECT OF ELECTION PURSUANT TO IRC SECTION 83(b) AND THE ADVISABILITY OF HIS SO ELECTING WITH RESPECT TO THE UNVESTED SHARES. Based on the understanding that Santorufo intends to make an election pursuant to IRC Section 83(b) with respect to the Conversion Shares and that the Conversion Shares will represent 10% of the outstanding capital stock of the Company on December 31, 1996, the Company will withhold with respect to $15,693,488 of income to Santorufo in respect of the Conversion Shares, which amount is 10% of the value of the Company determined under the 1996 Appraisal.

7. Bonus Compensation. On December 31, 1996, the Company will pay Santorufo a cash bonus in the amount of $2,750,000 in consideration of the past services rendered by Santorufo to the Company. On each date on which any interest is due under any Note, including without limitation by reason of a prepayment by Santorufo of any principal amount owing thereunder, the Company shall pay

Santorufo, in partial consideration of services rendered by Santorufo to the Company during the calendar year then elapsed and/or for past services, a cash bonus in an amount equal to the accrued interest due and owing on such Note on such date, grossed up to take account of the federal, state or local income tax that Santorufo will incur on such bonus (each, a "Cash Bonus"). Each Cash Bonus will be subject to the assignment to the Company provided for in Section 13. Santorufo acknowledges and agrees that unless the assignment to the Company provided for under Section 13 continues in full force and effect, Santorufo shall have no rights to any bonus under this Section 7 and the Company shall have no obligation under this Agreement to pay or otherwise apply any such bonus hereunder to or for the benefit of Santorufo.

8. Loan to Santorufo by Company. On December 31, 1996, the Company will loan Santorufo $3,818,316 upon his execution and delivery to the Company of a Promissory Note in the form attached as Exhibit D (the "Initial Promissory Note"), and on April 15, 1997, the Company will loan Santorufo $1,906,466 upon his execution and delivery to the Company of a Promissory Note in the form attached as Exhibit E (the "Second Promissory Note") .

9. Additional Bonus and Loan Proceeds. If by reason of any audit of Santorufo or the Company by the Internal Revenue Service or any other taxing authority, it is conclusively determined, through settlement, by final nonappealable order or otherwise, that the value of the Conversion Shares for compensation purposes exceeded the amount reported as income by Santorufo for federal, state or local income tax purposes in accordance with this Agreement, the Company, to assist Santorufo in paying any resulting additional federal, state and local liability, including interest and penalties, in respect of such compensation ("Additional Tax Liability"), shall pay to Santorufo, not more than 30 days after his request therefor, a cash bonus in the amount of 50% of the Additional Tax Liability, which bonus shall be grossed up to take account of any federal, state or local income tax that Santorufo will incur on such bonus and shall not be a Cash Bonus for purposes of this Agreement. On the same date or as soon thereafter as Santorufo shall have executed and delivered a Promissory Note to the Company in the form of Exhibit F in a principal amount equal to 50% of the Additional Tax Liability or such lesser amount as may be requested by Santorufo (an "Additional Promissory Note"), the Company shall also make a loan to Santorufo in such amount. The Initial Promissory Note, the Second Promissory Note and any Additional Promissory Note will sometimes be referred to collectively as the "Notes" or individually as a "Note." Any failure by Santorufo to make any payment when due on any Note (unless by reason of any failure by the Company to perform its obligations under this Agreement) shall constitute a breach by Santorufo of this Agreement.

10. Registration Rights. If (but without any obligation to do so) the Company proposes to register any of its Common Stock under the Securities Act of 1933, as amended (the "Act"), in connection with an initial firm underwritten public offering of such securities solely for cash (an "IPO," which shall not include a registration relating solely to the sale of securities to participants in a Company stock plan or a registration on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Common Stock by holders), the Company shall, at such time promptly give Santorufo written notice of such registration and shall not later than the date immediately prior to the closing of the IPO cause the Conversion Shares that are shares of nonvoting Common Stock to be converted, on a one-for-one basis, into shares of voting Common Stock (which voting Common Stock will be Conversion Shares for

purposes of this Agreement). Upon the written request of Santorufo given within 20 days after any such notice by the Company, the Company shall, subject to this Section 10, cause to be registered under the Act that number of Conversion Shares equal to the lesser of:

(a) that number of Conversion Shares as would result in after-tax proceeds to Santorufo sufficient to enable Santorufo to repay in full all principal on the Notes, plus an additional $8,000,000 in after-tax proceeds, which number of shares shall be determined on the basis of the midpoint of the price range reflected in the preliminary prospectus used in the offering, applying either the long or short-term capital gain rate, whichever is applicable to the sale of Conversion Shares in the IPO;

(b) 25% of the Conversion Shares; or

(c) Such number of the Conversion Shares as Santorufo has requested to be registered.

Notwithstanding the foregoing, the Company shall not be required to include any of the Conversion Shares in any IPO unless Santorufo accepts the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company and then only in such quantity as will not, in the opinion of the underwriters, jeopardize the success of the offering by the Company; provided that the Company shall use its best efforts to cause to be included not less than the number of Conversion Shares Santorufo wishes to include under Section 10(a), (b) or (c) (whichever is applicable being the "Minimum Includable Shares"). If the total amount of securities requested by Santorufo and other holders to be included in such offering exceeds the amount of securities to be sold other than by the Company that the underwriters reasonably believe compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities that the underwriters believe will not jeopardize the success of the offering (the securities so included to be, first, the Minimum Includable Shares, and, second, to the extent of any excess, to be apportioned pro rata among the selling holders according to the total amount of securities then owned by each selling holder (disregarding in all respects the Minimum Includable Shares for purposes of determining the proportion owned by Santorufo) or in such other proportions as shall mutually be agreed to by such selling holders). The Company shall bear and pay all expenses incurred in connection with registration pursuant to this Section 10, including printing and accounting fees, but excluding underwriting discounts and commissions relating to the sale of shares by holders including Santorufo and the selling holders' pro rata share of the filing fees. In connection with an IPO and upon request of the Company or the underwriters managing such offering, Santorufo will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any Conversion Shares (other than those included in the registration, if any) without

the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested, provided that any other officers or directors of the Company who also own stock of the Company also agree to such a restriction. The proceeds to which Santorufo is entitled in connection with any IPO will be subject to the assignment to the Company provided for in Section 13.

11. Distribution of AAA Account. The Company is currently a Subchapter S Corporation. Prior to any IPO, the Company may distribute to its shareholders as much of the Company's accumulated adjustments account, as defined in IRC Section 1368(e) ("AAA Account"), as is deemed practicable by its Board of Directors after considering any input from Santorufo and the underwriters involved in the IPO. Each shareholder of the Company will receive the shareholder's proportionate share of any such distribution based on the shareholder's percentage ownership of the outstanding stock of the Company on the date such distribution is authorized by the Board of Directors or such later date as the Board of Directors may specify in connection with such authorization, treating the nonvoting Common Stock and the voting Common Stock as entitled to share equally on a per share basis in such distribution. Any such distribution to Santorufo will be subject to the assignment to the Company provided for in Section 13.

12. Option to Sell Stock If IPO Does Not Occur. If an IPO does not close by December 31, 1998, Santorufo may sell to the Company such number of the Conversion Shares as will cause Santorufo to receive, on an after-tax basis, funds sufficient to repay in full all principal on the Notes. Any such sale shall be, first, of Conversion Shares that are vested and second, to the extent Santorufo's option to sell is not exhausted thereby, of Unvested Shares. Upon any notice of exercise of this option given by Santorufo at any time subsequent to December 31, 1998 and prior to the closing of any IPO, the Company shall, as requested by Santorufo in his notice of exercise in Santorufo's sole discretion (or, if no such request is so made by Santorufo, as determined by the Company in its sole discretion), either cause an appraisal of the Company to be undertaken for purposes of determining the fair market value of the Conversion Shares, on a minority, privately-held basis, or cause the factors taken into account in the 1996 Appraisal and any circumstances affecting the 1996 Appraisal, including any change in value resulting from an audit or settlement with the Internal Revenue Service or any other taxing authority, to be updated and applied using the same methodologies, to determine the value of the Conversion Shares on the date of

the notice of exercise. The Company will pay the cost of any such appraisal or of any such updating and application with respect to the 1996 Appraisal. Santorufo acknowledges that any such purchase by the Company will be subject to the restrictions governing the right of a corporation to purchase its own shares under Oregon law and such other legal restrictions as are now or may hereafter become effective and, with respect to any voting rights Santorufo may now or hereafter hold, agrees to vote in

favor of any necessary corporate action to allow the Company to make such purchase. Any distribution to Santorufo in purchase of Conversion Shares under this Section 12 will be subject to the assignment to the Company provided for in Section 13.

13. Assignment of Cash Bonuses and Distributions on Conversion Shares. Santorufo hereby assigns all of his right, title and interest to each of the following, less all withholding for federal, state or local income taxes required to be made by the Company with respect thereto (in each case, the "Net Amount"), to the Company as security for and in payment of any and all payment obligations of Santorufo to the Company evidenced by the Notes and directs that the Company apply the Net Amount of each Cash Bonus (other than the initial Cash Bonus) against accrued interest on the Notes and apply the Net Amount of any or all of the following, as applicable, against the principal amount of, first, the Initial Promissory Note, second, the Second Promissory Note, and, finally, any Additional Promissory Note:

(a) Any distribution to Santorufo of any of the Company's AAA Account;

(b) Any other cash distribution to Santorufo on the Conversion Shares, including, on an after-tax basis, any distribution in purchase of any Conversion Shares under either Section 5 or 12; and

(c) The net proceeds to which Santorufo is entitled by reason of any IPO, up to the amount of all principal then outstanding on the Notes.

This assignment shall be irrevocable and any attempt by Santorufo to revoke this assignment shall be void and a breach of this Agreement. The death or incapacity of Santorufo shall not revoke or otherwise affect this assignment.

14. Pledge and Escrow. As security for the faithful performance of the terms of this Agreement and the availability for delivery of the Unvested Shares upon any exercise of the Repurchase Option by the Company, Santorufo hereby grants to the Company a security interest in, and pledges with and delivers to the Company, the Conversion Shares to be held pursuant to the following:

(a) Santorufo hereby pledges the Conversion Shares to the Company in accordance with this Section 14 and authorizes and directs the Company to deliver to and deposit with the Secretary of the Company, or such other person designated from time to time by the Company, as escrow agent (the "Escrow Agent"), such stock assignments in blank, duly endorsed, with date and number of shares blank, as may be requested by the Company, together with all certificate or certificates evidencing the Conversion Shares, which shall be held by the Escrow Agent as the agent of the Company in accordance with this Section 14. Santorufo acknowledges that the

Escrow Agent is appointed as the escrow agent as a material inducement to the Company to make this Agreement and that the appointment is coupled with an interest and is accordingly irrevocable.

(b) The Escrow Agent shall hold the certificates and stock powers in escrow and take all actions to give effect to the provisions of this Agreement relating to the escrow. The Escrow Agent shall not be liable to any party for any actions or omissions unless the Escrow Agent is grossly negligent and such negligence results in material financial damage to the complaining party. The Escrow Agent may rely upon any letter, notice or other document bearing any signature that the Escrow Agent believes to be genuine. Upon notification to the Escrow Agent by Santorufo and the Company that the Notes have been paid in full and of the number of the Conversion Shares that are then vested, the Escrow Agent shall deliver to Santorufo certificates evidencing the vested Conversion Shares in the Escrow Agent's possession. As the Unvested Shares thereafter vest from time to time, the Escrow Agent shall deliver to Santorufo certificates evidencing the vested Conversion Shares in the Escrow Agent's possession.

(c) In the event of any default by Santorufo in making any payment owed to the Company under this Agreement, including any payment owed under the Notes (unless by reason of any failure by the Company to perform its obligations under this Agreement), the Company shall have the right to exercise all rights of a secured party with respect to the Conversion Shares held by the Escrow Agent.

(d) The pledge by Santorufo pursuant to this Section 14 shall be irrevocable. Any attempt by Santorufo to revoke this pledge shall be void and a breach of this Agreement. The death or incapacity of Santorufo shall not revoke or otherwise affect the pledge by Santorufo.

15. Withholding. Notwithstanding any other provision of this Agreement apparently to the contrary, the Company shall satisfy any and all withholding obligations of the Company with respect to any amount that is compensation to Santorufo out of any such amounts payable to or for the benefit of Santorufo in cash or, if not then payable in cash or if subject to additional withholding for any reason, either from amounts deposited by Santorufo with the Company on demand or by withholding any such amount from other amounts payable by the Company to Santorufo, including salary or compensation, subject to applicable law. In furtherance and not in limitation of the foregoing, the Company shall be entitled to withhold from each Cash Bonus and from any loan proceeds under the Initial Promissory Note and the Second Promissory Note, and to pay over to the relevant taxing authorities, all amounts the Company is required to withhold either with respect to such Cash Bonus or by reason of the Conversion. The Company shall also be entitled to withhold from any bonus payable to Santorufo under Section 9 and to pay over to the relevant taxing

authorities all amounts the Company is required to withhold with respect to any such bonus.

16. Personal Tax Information. Santorufo shall from time to time at the request of the Company provide to the accountants designated by the Company access to his personal tax information sufficient to enable the accountants to calculate and inform the Company of the effective federal, state and local income tax rates at which any amount payable to or for the benefit of Santorufo under this Agreement will be taxable to Santorufo.

17. Investment Intent; Capacity to Protect Interests. Santorufo represents and warrants to the Company with respect to the Conversion Shares: Santorufo is obtaining the Conversion Shares solely for his own account for investment and not with a view to or for sale in connection with any distribution of the Conversion Shares or any portion thereof and not with any present intention of selling, offering to sell or otherwise disposing of or distributing the Conversion Shares or any portion thereof in any transaction other than a transaction registered under or exempt from registration under the Act. Santorufo is obtaining the entire legal and beneficial interest in the Conversion Shares, and such legal and beneficial interest will be held for Santorufo's account only and neither in whole or in part for any other person. Santorufo, as an officer and employee of the Company, has a pre-existing business relationship with the Company, and, by reason of his business or financial experience, can reasonably be assumed to have the capacity to evaluate the merits and risks of an investment in the Company and to protect his own interests in connection with this transaction. Santorufo recognizes that the Conversion Shares are subject to purchase by the Company pursuant to the Repurchase Option and that the Company will have full recourse against Santorufo under the Notes and that for these and other reasons investment in and ownership of the Conversion Shares involves a high degree of risk.

18. Legends. In addition to the legend provided for under the Restrictive Agreement, all certificates evidencing any of the Conversion Shares shall contain the following legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED FOR VALUE UNLESS THEY ARE REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR COLUMBIA SPORTSWEAR COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT, OR OTHERWISE SATISFIES ITSELF, THAT REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RIGHTS OF REPURCHASE AS SET FORTH IN AN AGREEMENT TO WHICH THE REGISTERED HOLDER IS PARTY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF COLUMBIA SPORTSWEAR COMPANY.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon (except as to choice of law matters) as applied to contracts entered into and to be performed entirely within Oregon.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions or agreements of the parties and, as provided in Section 1, the Participation Agreement.

22. Amendment; Waiver. This Agreement may be amended only by the written consent of the parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

23. Assignment. The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company and its successors and assigns. The rights and obligations of Santorufo under this Agreement may not be assigned without the prior written consent of the Company but this Agreement shall bind any successor to Santorufo, including upon death or incapacity.

IN WITNESS WHEREOF, the parties hereto have executed this Deferred Compensation Conversion Agreement as of the date first written above.

COLUMBIA SPORTSWEAR COMPANY

By

Timothy Boyle, President

Don Santorufo

EXHIBIT A
[Shareholder Signature Page]

SHAREHOLDER SIGNATURE PAGE

This Shareholder Signature Page to the Restrictive Agreement dated as of May 1, 1993 (the "Restrictive Agreement") pertaining to Columbia Sportswear Company, an Oregon corporation (the "Corporation"), is executed and delivered as of the date set forth below.

For and in consideration of the mutual covenants, conditions, stipulations and agreements set forth in the Restrictive Agreement, and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby consents and agrees to all of the terms, restrictions and conditions of the Restrictive Agreement, and, by execution of this signature page, and acceptance by the Corporation of this signature page by the countersignature of the Corporation, is hereby designated a party to and a "Shareholder" for purposes of, and agrees to be bound by, each and all terms of the Restrictive Agreement.

Dated this 31st day of December, 1996.

SHAREHOLDER: --
Don Santorufo

ACCEPTED: COLUMBIA SPORTSWEAR COMPANY

By

Title: President

EXHIBIT B
[Amendment No. 1]

AMENDMENT NO. 1
TO
RESTRICTIVE AGREEMENT
COLUMBIA SPORTSWEAR COMPANY

The undersigned, the parties to that certain Restrictive Agreement dated as of May 1, 1993, (the "Restrictive Agreement") pertaining to Columbia Sportswear Company, an Oregon corporation (the "Corporation"), hereby agree as follows:

1. Section 19 of the Restrictive Agreement is amended to read in its entirety as follows:

> 19. Alteration, Amendment or Termination. This Restrictive Agreement may be altered, amended or terminated by a written instrument executed by the Corporation and all the then Shareholders. In all events, this Restrictive Agreement shall terminate and be of no further force and effect upon the earliest to occur of (a) an initial firm underwritten public offering of common stock of the Corporation solely for cash (which shall not include a registration relating solely to the sale of securities to participants in a Company stock plan or a registration on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of the common stock by holders), (b) the bankruptcy or dissolution of the Corporation or (c) the twenty-first (21st) anniversary of the death of the last to die of the members of the group consisting of Gert, Tim and Sally and such of their issue as are living on the date of this Restrictive Agreement. Notwithstanding the preceding provisions of this Paragraph 19, no alteration, amendment or termination of this Restrictive Agreement shall have the effect of relieving any person of any obligation that has accrued hereunder by reason of any event or circumstance occurring or existing prior to the effective date of such termination, nor shall any such alteration, amendment or termination have the
>
> effect of terminating or modifying any option, privilege or other right that has arisen hereunder by reason of such pre-existing event or circumstance.

2. The Restrictive Agreement is in all other respects ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Restrictive Agreement effective December 31, 1996.

COLUMBIA SPORTSWEAR COMPANY,
an Oregon corporation

By

President

Gertrude Boyle

Timothy Boyle

Sarah A. Bany

Don Santorufo

The undersigned spouses hereby consent to the foregoing Amendment No. 1:

- -----------------------------------
Mary Boyle

- -----------------------------------
David Bany

- -----------------------------------
Carole Santorufo

EXHIBIT C
[Spousal Agreement]

SPOUSAL AGREEMENT

SPOUSAL AGREEMENT ("this Agreement") dated as of December 31, 1996 between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation (the "Corporation"), and CAROLE SANTORUFO (herein referred to as "CAROLE"), the spouse of Don Santorufo (herein referred to as the "Shareholder"), a shareholder in the Corporation.

RECITALS:

A. The Shareholder is the owner of record of shares of voting common stock and shares of nonvoting common stock of the Corporation. These shares are subject to that certain Restrictive Agreement among the Corporation, Gertrude Boyle, Timothy Boyle and Sarah A. Bany (and such additional Shareholders as may later become parties thereto) dated as of May 1, 1993 (as the same may be amended, supplemented or otherwise modified from time to time, the "Restrictive Agreement").

B. CAROLE is the spouse of the Shareholder, having been married to the Shareholder in the County of Multnomah, Oregon on the 1st day of February, 1986.

C. The parties to this Agreement believe that it is in their best interest to enter into this Agreement in order to assure that the Corporation remains a family-owned enterprise and to assure the continued ease of administration of the Corporation's business. CAROLE specifically recognizes and acknowledges the significant economic value and benefit to the Shareholder and the Shareholder's family from the terms and provisions of the Restrictive Agreement governing the purchase and sale of stock in the circumstances therein described, and that said value and benefit is adequate consideration to support this Agreement. Furthermore, CAROLE hereby acknowledges that she is entering into this Agreement after conferring with an attorney of her own choosing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, stipulations, and assignments hereafter contained, the parties hereto do mutually covenant and agree as follows:

AGREEMENT:

1. The above recitals are hereby incorporated into this Agreement by this reference.

2. CAROLE hereby acknowledges that she has read the Restrictive Agreement and has conferred with an attorney of her own choosing to determine its meaning and legal effect. Specifically, CAROLE has read the provisions contained in Paragraphs 2, 3, 4, 5, 6, 7, 9 and 10 of the Restrictive Agreement pertaining to restrictions on the transfer of the Shareholder's shares of stock in the Corporation and to the rights of the Corporation and other shareholders of the Corporation to purchase any or all shares of stock which may come into her possession or ownership, as a Transferee (within the meaning of the Restrictive Agreement) or as a personal representative, heir or beneficiary of the Shareholder's estate.

3. CAROLE hereby agrees to abide by the provisions of the Restrictive

Agreement and, without limiting the generality of the foregoing, she specifically agrees that if any shares of the stock of the Corporation are transferred to or for her benefit under an order or decree of divorce, dissolution, annulment or separate maintenance, or if she is appointed guardian or conservator of the estate of the Shareholder, or if she becomes the legal or beneficial owner of any shares of common stock of the Corporation by reason of the death of the Shareholder, or by reason of any other circumstance or event, she shall comply with the provisions of the Restrictive Agreement and shall offer to sell any and all of her interest in the said shares of stock of the Corporation to the Corporation or the Remaining Shareholders (as such term is defined in the Restrictive Agreement), as the case may be, on the terms and under the conditions provided for by the Restrictive Agreement.

4. CAROLE hereby agrees and acknowledges that she shall have no rights or recourse under the Restrictive Agreement, except those provided for in the provisions of Paragraphs 9 and 10 of the Restrictive Agreement pertaining to the purchase price and payment for shares. CAROLE hereby agrees to be bound by the arbitration provisions contained in the Restrictive Agreement. CAROLE hereby relinquishes and forever disclaims any other right, as a third party beneficiary or otherwise, under the Restrictive Agreement.

5. This Agreement shall be subject to and governed by the laws of the State of Oregon.

6. If any party to this Agreement should institute legal proceedings to enforce such party's rights under this Agreement or to rescind or disaffirm this Agreement in whole or in part, the prevailing party shall recover, in addition to all other costs and damages awarded, and the losing party shall pay, the prevailing party's reasonable attorneys' fees and costs at trial, on appeal, upon petition for review, or in any bankruptcy proceeding, whether or not such fees or costs are prescribed by statute, as determined by the court at trial or upon any appeal.

7. The parties acknowledge that an interest in the stock of the Corporation is unique, and they accordingly agree that, in the event of a breach of this Agreement, in addition to any other available remedies, any award or judgment may include the remedy of specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Spousal Agreement as of the day and year first above written.

COLUMBIA SPORTSWEAR COMPANY,
an Oregon corporation

By

President

Carole Santorufo

EXHIBIT D
[Initial Promissory Note]

PROMISSORY NOTE

Portland, Oregon
$3,818,316 December 31, 1996

FOR VALUE RECEIVED, Don Santorufo ("Maker"), promises to pay to the order of Columbia Sportswear Company, an Oregon corporation, at 6600 N. Baltimore, Portland, Oregon 97283, the sum of Three Million Eight Hundred Eighteen Thousand Three Hundred Sixteen and no/100 Dollars ($3,818,316), with interest thereon, compounded annually, at the applicable federal rate under the Internal Revenue Code of 1986, as amended, on the date hereof. The principal amount of this Note shall be payable in full, with all accrued and unpaid interest thereon, on December 31, 2001 or upon any earlier acceleration of this Note (except as provided in clause (c) in the case of partial acceleration thereunder). Interest accrued on the outstanding balance shall be due and payable on the first anniversary of the date of this Note and on each December 31 thereafter on which

any principal amount continues to be outstanding under this Note. Each payment made on this Note shall be applied first against accrued interest and then against principal.

This Note is delivered pursuant to that certain Deferred Compensation Conversion Agreement dated the date hereof between Maker and the holder identified above (the "Conversion Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Conversion Agreement.

At the election of the holder of this Note, the entire outstanding principal balance of this Note (or such lesser amount as is provided for under clause (c) below in the circumstances therein described), together with all accrued interest, shall become immediately due and payable on the happening of any one or more of the following events, each of which shall be considered an acceleration event:

(a) Maker fails to make any payment under this Note on the due date thereof (unless by reason of any failure by the Company to perform its obligations under this Agreement) or otherwise breaches the Conversion Agreement, including in respect of the assignment provided for in Section 13 or the escrow and pledge provided for in Section 14;

(b) Maker becomes insolvent; any of Maker's assets are attached, levied, or seized; Maker institutes or has instituted against him any bankruptcy or similar proceeding; or any receiver or trustee is appointed for any of Maker's property; or

(c) Maker receives proceeds in an IPO (in which event the principal balance of this Note up to but not exceeding the amount of the net proceeds received by Maker after payment of all taxes owed on the proceeds received by Maker, shall at the option of the holder of this Note be accelerated).

If this Note is placed in the hands of an attorney for collection, Maker promises and agrees to pay the reasonable attorneys' fees and collection costs of the holder of this Note, whether or not such fees or costs are prescribed by statute, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorneys' fees and collection costs shall be fixed by the court or courts in which such suit or action, including any appeal therein or petition for review or bankruptcy proceeding, is tried, heard or decided.

Maker reserves the right to prepay at any time or from time to time, without premium or penalty, all or any portion of the balance owing on this Note. Any such sum so prepaid, after application of any payment against accrued interest, shall be applied to the principal then owing on this Note.

In the event any amount due under this Note (including all amounts due on acceleration or maturity) is not paid as and when due, the entire unpaid principal balance of this Note, together with all accrued interest, and all other sums owing by Maker to the holder of this Note, shall bear interest from the date of default at an annual rate equal to 18% per annum or the highest rate allowed by law, whichever is lower ("Default Rate"). Such Default Rate shall continue for so long as any amounts then due remain unpaid and any other default remains uncured. The holder of this Note may levy and collect interest at the Default Rate in addition to all other remedies allowed under this Note or any other instrument. Collection of interest at the Default Rate shall not waive the breach caused by the late payment or other default or acceleration.

No delay or omission on the part of the holder of this Note in the exercise of any right or remedy, whether before or after an event of default or acceleration, shall impair any such right or remedy or operate as a waiver of such right or remedy or of any default or acceleration under this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Oregon.

Don Santorufo

EXHIBIT E
[Second Promissory Note]

PROMISSORY NOTE

Portland, Oregon
$1,906,466 April 15, 1997

FOR VALUE RECEIVED, Don Santorufo ("Maker"), promises to pay to the order of Columbia Sportswear Company, an Oregon corporation, at 6600 N. Baltimore, Portland, Oregon 97283, the sum of One Million Nine Hundred Six Thousand Four Hundred Sixty Six and no/100 Dollars ($1,906,466), with interest thereon, compounded annually, at the applicable federal rate under the Internal Revenue Code of 1986, as amended, on the date hereof. The principal amount of this Note shall be payable in full, with all accrued and unpaid interest thereon, on April 15, 2002 or upon any earlier acceleration of this Note (except as provided in clause (c) in the case of partial acceleration thereunder). Interest accrued on the outstanding balance shall be due and payable on the first anniversary of the date of this Note and on each April 15 thereafter on which any principal amount continues to be outstanding under this Note. Each payment made on this Note shall be applied first against accrued interest and then against principal.

This Note is delivered pursuant to that certain Deferred Compensation Conversion Agreement dated the date hereof between Maker and the holder identified above (the "Conversion Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Conversion Agreement.

At the election of the holder of this Note, the entire outstanding principal balance of this Note (or such lesser amount as is provided for under clause (c) below in the circumstances therein described), together with all accrued interest, shall become immediately due and payable on the happening of any one or more of the following events, each of which shall be considered an acceleration event:

(a) Maker fails to make any payment under this Note on the due date thereof (unless by reason of any failure by the Company to perform its obligations under this Agreement) or otherwise breaches the Conversion Agreement, including in respect of the assignment provided for in Section 13 or the escrow and pledge provided for in Section 14;

(b) Maker becomes insolvent; any of Maker's assets are attached, levied, or seized; Maker institutes or has instituted against him any bankruptcy or similar proceeding; or any receiver or trustee is appointed for any of Maker's property; or

(c) Maker receives proceeds in an IPO (in which event the principal balance of this Note up to but not exceeding the amount of the net proceeds received by Maker after payment of all taxes owed on the proceeds received by Maker, shall at the option of the holder of this Note be accelerated).

If this Note is placed in the hands of an attorney for collection, Maker promises and agrees to pay the reasonable attorneys' fees and collection costs of the holder of this Note, whether or not such fees or costs are prescribed by statute, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorneys' fees and collection costs shall be fixed by the court or courts in which such suit or action, including any appeal therein or petition for review or bankruptcy proceeding, is tried, heard or decided.

Maker reserves the right to prepay at any time or from time to time, without premium or penalty, all or any portion of the balance owing on this Note. Any such sum so prepaid, after application of any payment against accrued interest, shall be applied to the principal then owing on this Note.

In the event any amount due under this Note (including all amounts due on acceleration or maturity) is not paid as and when due, the entire unpaid principal balance of this Note, together with all accrued interest, and all other sums owing by Maker to the holder of this Note, shall bear interest from the date of default at an annual rate equal to 18% per annum or the highest rate allowed by law, whichever is lower ("Default Rate"). Such Default Rate shall continue for so long as any amounts then due remain unpaid and any other default

remains uncured. The holder of this Note may levy and collect interest at the Default Rate in addition to all other remedies allowed under this Note or any other instrument. Collection of interest at the Default Rate shall not waive the breach caused by the late payment or other default or acceleration.

No delay or omission on the part of the holder of this Note in the exercise of any right or remedy, whether before or after an event of default or acceleration, shall impair any such right or remedy or operate as a waiver of such right or remedy or of any default or acceleration under this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Oregon.

Don Santorufo

EXHIBIT F
[Additional Promissory Note]

PROMISSORY NOTE

Portland, Oregon

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FOR VALUE RECEIVED, Don Santorufo ("Maker"), promises to pay to the order of Columbia Sportswear Company, an Oregon corporation, at 6600 N. Baltimore, Portland, Oregon 97283, the sum of ____________________ Dollars ($_______________), with interest thereon, compounded annually, at the applicable federal rate under the Internal Revenue Code of 1986, as amended, on the date hereof. The principal amount of this Note shall be payable in full, with all accrued and unpaid interest thereon, on the fifth anniversary of the date of this Note or upon any earlier acceleration of this Note (except as provided in clause (c) in the case of partial acceleration thereunder). Interest accrued on the outstanding balance shall be due and payable commencing on the first anniversary of the date of this Note and on each ___________ thereafter on which any principal amount continues to be outstanding under this Note. Each payment made on this Note shall be applied first against accrued interest and then against principal.

This Note is delivered pursuant to that certain Deferred Compensation Conversion Agreement dated the date hereof between Maker and the holder identified above (the "Conversion Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Conversion Agreement.

At the election of the holder of this Note, the entire outstanding principal balance of this Note (or such lesser amount as is provided for under clause (c) below in the circumstances therein described), together with all accrued interest, shall become immediately due and payable on the happening of any one or more of the following events, each of which shall be considered an acceleration event:

(a) Maker fails to make any payment under this Note on the due date thereof (unless by reason of any failure by the Company to perform its obligations under this Agreement) or otherwise breaches the Conversion Agreement, including in respect of the assignment provided for in Section 13 or the escrow and pledge provided for in Section 14;

(b) Maker becomes insolvent; any of Maker's assets are attached, levied, or seized; Maker institutes or has instituted against him any bankruptcy or similar proceeding; or any receiver or trustee is appointed for any of Maker's property; or

(c) Maker receives proceeds in an IPO (in which event the principal balance of this Note up to but not exceeding the amount of the net proceeds received by Maker after payment of all taxes owed on the proceeds received by Maker, shall at the option of the holder of this Note be accelerated).

If this Note is placed in the hands of an attorney for collection, Maker promises and agrees to pay the reasonable attorneys' fees and collection costs

of the holder of this Note, whether or not such fees or costs are prescribed by statute, even though no suit or action is filed hereon; however, if a suit or action is filed, the amount of such reasonable attorneys' fees and collection costs shall be fixed by the court or courts in which such suit or action, including any appeal therein or petition for review or bankruptcy proceeding, is tried, heard or decided.

Maker reserves the right to prepay at any time or from time to time, without premium or penalty, all or any portion of the balance owing on this Note. Any such sum so prepaid, after application of any payment against accrued interest, shall be applied to the principal then owing on this Note.

In the event any amount due under this Note (including all amounts due on acceleration or maturity) is not paid as and when due, the entire unpaid principal balance of this Note, together with all accrued interest, and all other sums owing by Maker to the holder of this Note, shall bear interest from the date of default at an annual rate equal to 18% per annum or the highest rate allowed by law, whichever is lower ("Default Rate"). Such Default Rate shall continue for so long as any amounts then due remain unpaid and any other default remains uncured. The holder of this Note may levy and collect interest at the Default Rate in addition to all other remedies allowed under this Note or any other instrument. Collection of interest at the Default Rate shall not waive the breach caused by the late payment or other default or acceleration.

No delay or omission on the part of the holder of this Note in the exercise of any right or remedy, whether before or after an event of default or acceleration, shall impair any such right or remedy or operate as a waiver of such right or remedy or of any default or acceleration under this Note.

This Note shall be governed by and construed in accordance with the laws of the State of Oregon.

Don Santorufo

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 5th day of December, 1997, between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation, with its principal office located at 6600 N. Baltimore, Portland, Oregon 97203, hereinafter called "Company," and CARL K. DAVIS, residing at 16225 N.W. Gianola Court, Beaverton, Oregon 97006, hereinafter called "Employee."

W I T N E S S E T H:

WHEREAS, the Company is engaged in the business of designing, manufacturing and the international distribution of various items of clothing and apparel, and desires to employ Employee under the terms of this Agreement; and

WHEREAS, Employee is licensed to practice law in the State of Oregon and the District of Columbia, and desires to work as an employee of the Company; and

WHEREAS, the parties desire to terminate and cancel all present agreements and understandings between them, and in lieu thereof, to enter into this Agreement; and

WHEREAS, Employee is willing to enter into this Agreement with respect to his employment and the services to be provided hereunder upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. MUTUAL RELEASES

Any and all agreements heretofore entered into between Company and Employee are hereby terminated, and each of the parties hereby releases and discharges the other from any and all obligations and liabilities heretofore or now existing under or by reason of any such

agreements, it being the intention of Company and Employee that this Agreement, effective October 27, 1997, shall superseded and be in lieu of any and all prior agreements or understandings between them.

2. EMPLOYMENT

a) The Company hereby employs Employee, and Employee accepts such employment as Vice President/General Counsel of Company, and to render professional and other related services on behalf of the Company, subject to the supervision and direction of the Company's officers and the Board of Directors, and subject to the laws of the Company as given in the Articles of Incorporation and the Bylaws, the rules of the Oregon State Bar and the district of Columbia Bar, and the appropriate canons of professional ethics. In addition to the above, it is the contemplation of the parties that Employee shall, during the term of this Agreement, serve as a member of Company's Executive Committee, as determined by its Board of Directors.

b) This Agreement, and Employee's employment by Company, shall continue in full force and effect until the termination thereof as provided for in paragraph 6 below.

3. DUTIES

a) Employee agrees to devote all of Employee's time, attention and skill to the performance of Employee's duties as the employee of the Company unless otherwise authorized by the Board of Directors. Employee shall perform the normal and customary functions of the Vice President/General Counsel. Employee shall promote, to the extent permitted by law and professional ethics, the business and interests of the Company by establishing maintaining and improving rapport with other employees, representatives and customers of Company, as well as outside counsel and government officials. To a reasonable extent, Employee shall attend professional and other business conventions, seminars, and professional meetings, and shall do

all things reasonably necessary and desirable to maintain and improve Employee's

professional skills. During the term of this Agreement, Employee shall not render professional services on Employee's own behalf of any party other than the Company unless authorized by the Board of Directors. Nothing contained herein shall be construed to forbid Employee the right to those activities listed in paragraph b) below.

b) All income accruing to Employee for professional services and activities related thereto, such as lecturing, writing treatises or articles, or working as a consultant for any government or other agency, shall, unless otherwise agreed by the parties, belong to the Company, whether paid directly to the Company or to Employee. Employee agrees that a true accounting to the Company may be required of transactions relating to such services or activities during the term of employment hereunder.

4. RELATIONSHIP BETWEEN THE PARTIES

a) The parties acknowledge that the Board of Directors of the Company, in accordance with Oregon law regulating the organization and practice of corporations, shall manage the business affairs of the Company.

b) The relationship between the Company and Employee is that of an employer and employee. This Agreement confers no authority to the Employee, in Employee's capacity as an employee, to enter into any contracts binding upon the Company or to create any obligations on behalf of the Company except as authorized by the Company.

c) The Employee is employed to actively carry out the business of the Company. The Company shall have the exclusive power to determine not only what specific duties shall be performed by the Employee, but also the power to determine the means and manner by which those duties shall be performed. All work performed by the Employee shall be subject to review

by the Company. The power to direct, control, and supervise in detail the duties to be performed, the manner of performing such duties, and the time of performing such duties shall be exercised by the Board of Directors of the Company.

d) The Employee shall devote full time and best efforts to the performance of employment under this Agreement. During the term of this Agreement the Employee shall not at any time or place, either directly or indirectly, engage in the practice of law to any extent whatsoever, except under and pursuant to this Agreement.

e) Notwithstanding paragraph 4d), reasonable amounts of volunteer nonpaid work may be done by the Employee in Employee's discretion, as long as such commitments do not materially interfere with Employee's obligations hereunder. Major departures from the foregoing standard must be approved by the Board of Directors.

f) The Company shall provide and maintain such facilities, equipment, supplies, and staff as is necessary for the Employee's performance of his duties under this Agreement. In addition, Company shall assume and satisfy the cost of all professional dues, licenses, fees, and the reasonable cost of membership in any professional affiliations, groups and societies to which Employee belongs. Employee shall further be furnished, at Company's expense, a cell phone and home computer with internet access to be used by Employee in connection with his duties. Should employee be required to travel by air in fulfilling his duties on Company's behalf, all such flights shall be booked as business class and Employee shall be provided with a membership, at Company's expense, in the Crown Room or other comparable membership in an airline executive lounge.

5. COMPENSATION

a) Compensation shall be paid to Employee for all services rendered under this Agreement. It is intended that the total of Employee's compensation, including annual salary, bonuses, which may be paid at such times and in such amounts as the Board of Directors of the Company may determine in its sole discretion, and any available benefits or deferred income shall reflect reasonable compensation to Employee for services rendered to the Company.

b) Employee shall be paid a base annual salary of $200,000, payable in

installments in accordance with the Company's regular payroll procedures applicable to all management employees, which base salary shall be reviewed annually, at which time appropriate increases, based upon Employee's performance, shall be considered. All direct compensation shall be subject to the customary withholding of federal and Oregon income tax and other employment taxes as required with respect to compensation paid by a corporation to an employee.

c) In addition to his base salary, Employee shall also be entitled to participate in any discretionary bonus plan that the Company makes available to all or any part of its employees. Such bonus shall be at the same rate as other executive employees of the Company.

d) In addition to salary and discretionary bonuses, Employee shall have the option to purchase all or any part of 46,268 shares of the Company's Nonvoting Common Stock at a purchase price of $8.97 per share pursuant to the terms and provisions of that certain Incentive Stock Option executed by the parties on December 1, 1997, a copy of which is attached hereto as Exhibit 1, and by this reference incorporated herein. Employee shall also be eligible to participate in any other stock options offered at any time by the Company to other members of its management.

e) Employee shall have the right to receive or participate in any additional fringe benefits, both taxable and tax qualified, including but not limited to insurance programs (disability, life, medical, dental and vision) and pension or profit sharing plans or both, which are now and during the term of this Agreement may become available to management employees of the Company and under the terms of which Employee is eligible.

f) Unless Company furnishes an automobile for the use of Employee, Company shall reimburse Employee at the rate set by the Board of Directors for the use of personally-owned automobiles in the furtherance of Company's business and practice, and Company shall also reimburse Employee for all other expenses Employee incurs in the furtherance of Company's business.

6. TERMINATION OF AGREEMENT

This Agreement and the Employee's employment hereunder shall commence with the date of this Agreement and may only be terminated upon the occurrence of any one of the following events:

a) The death of Employee;

b) Mutual agreement of termination in writing between the Company and Employee;

c) Sixty (60) days' written notice of termination given by Employee to the Company:

d) Sixty (60) days' written notice given by Company to Employee if such termination is without cause;

e) The suspension, revocation, or nonrenewal of Employee's license to practice law;

f) This Agreement may be immediately terminated in the sole discretion of the Board of Directos of Company upon the occurrence of any one of the following events:

i) Employee willfully and continuously fails or refuses to comply with the policies, standards and regulations of Company from time to time established;

ii) Employee shall be guilty of fraud, dishonesty or other acts of gross misconduct in the rendering of services on behalf of Company;

iii) Employee becomes permanently disabled and such disability continues for more than six months. "Permanent disability" shall be defined as Employee's inability, through physical or mental illness or other cause, to perform the majority of his duties for the Company, unless such disability occurred in the course of Employee's performance of his duties hereunder.

g) Employee shall have the discretion, at any time after he reaches the age of fifty-five (55) years, to retire from full-time active service to the Company, upon sixty (60) days' written notice to the Company. In that event, Employee shall serve as "of counsel" to the Company and the Company shall keep Employee on such medical, dental and vision insurance plans as are then made available to the Company's management employees.

h) In the event of the termination of Employee's employment by the Company without cause as provided for in sub-paragraph d) above, Company agrees to pay Employee, in addition to any amount otherwise then due, the equivalent of one year of Employee's base compensation as provided in paragraph 5 above, or as hereafter amended, together with any bonus to which Employee would have otherwise been entitled during the one-year period following said termination. Should the Company wish to terminate Employee's employment without cause and without the notice required by subparagraph d) above, Company shall have that right if, in addition to the payment otherwise provided in this subparagraph, Company makes a payment to Employee of an amount equal to two months of Employee's then annual base compensation.

i) Notwithstanding the termination of this Agreement, the parties shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or other obligation which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

7. DEATH OF EMPLOYEE

In the event of Employee's death during the term of this Agreement, it shall terminate immediately, and Employee's legal representatives shall be entitled to receive the compensation due through the last day worked prior to Employee's death.

8. LEAVES OF ABSENCE

Leaves of absence of not more than 80 hours each fiscal year with full payment of salary shall be granted to Employee for attendance at professional conventions, continuing legal education seminars and other professional or business activities approved by the Company. All approved expenses incurred by Employee in connection with his attendance at such conventions, seminars and activities shall be paid by the Company.

9. PAID TIME OFF

Employee shall be entitled to 240 hours per year of paid time off ("PTO"), during which time Employee's salary shall be paid in full, to be used by Employee for illness, vacation or personal reasons, such as doctor's appointments. PTO shall accumulate on a pro rata basis through the term of this Agreement. Employee shall take PTO for vacation at such time or times as shall be approved by the Company. Where the Company's business will not be seriously inconvenienced, the Board of Directors shall endeavor to honor reasonable requests for scheduling. Any days taken by Employee for attendance of those activities permitted by

paragraph 8 above shall not be considered for the purposes of calculating Employee's entitlement to PTO. PTO may be accumulated from year to year, not to exceed 500 hours. Employee's annual entitlement to PTO shall also be reviewed annually, at which time appropriate increases, based upon Employee's performance, shall be considered.

10. SUCCESSION

This Agreement is personal to the parties hereto and neither party may assign or delegate any of the rights or obligations hereunder without first obtaining the written consent of the other party.

11. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and mailed by either registered or certified mail, return receipt requested, postage prepaid, to the Company at its principal place of business and to the Employee at Employee's last known residence address.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the employment of Employee by Company and no change in the terms hereof shall be binding unless in writing and duly executed by the parties hereto. Should any part of this Agreement be judicially determined to be void, the remainder thereof shall remain valid and enforceable.

13. DISPUTE RESOLUTION

No civil action concerning any dispute arising under this Agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration under the auspices of the Arbitration Service of Portland, Inc., or such other similar independent arbitration service which is designed to provide a fair and impartial arbitration process as the

parties may agree to. Such arbitration shall be conducted in accordance with the rules of such association before a single arbitrator. In addition to a decree of specific performance, the arbitrator may, in his or her discretion, make an award of money damages. All costs and expenses of any such action or arbitration commenced in accordance herewith, including actual attorneys' fees incurred, shall be allocated among the parties according to the arbitrator's discretion. The arbitrator's award resulting from such arbitration may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

b) The waiver by either Company or Employee of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Company or Employee.

14. VALIDITY

This Agreement, having been executed and delivered in the State of Oregon, its validity, interpretation, performance and enforcement will be governed by the laws of that state.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers thereunto duly authorized; and Employee has signed this Agreement, as of the day and year first above written.

"COMPANY" "EMPLOYEE"

COLUMBIA SPORTSWEAR COMPANY

By:TIMOTHY P. BOYLE CARL K. DAVIS
-------------------------------- ---------------------------------------
Carl K. Davis
Its:President

COLUMBIA SPORTSWEAR COMPANY

INDEMNITY AGREEMENT

This Indemnity Agreement is made as of __________ ___, 1997 by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and _________________ ("Indemnitee"), a director of the Company.

RECITALS

A. It is essential to the Company to retain and attract as directors the most capable persons available.

B. Corporate litigation subjects directors to expensive litigation risks at the same time that adequate coverage of directors' and officers' liability insurance may be unavailable.

C. The Restated Articles of Incorporation of the Company (the "Articles") require indemnification of the directors of the Company to the fullest extent not prohibited by law. The Articles and the Oregon Business Corporation Act, as amended (the "Act"), expressly provide that the indemnification provisions set forth in the Act are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board of Directors with respect to indemnification of directors.

D. Indemnitee does not regard the protection available under the Company's Articles and insurance adequate in the present circumstances, and may not be willing to serve as a director without adequate protection, and the Company desires Indemnitee to serve in such capacity.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Serve. Indemnitee agrees to serve or continue to serve as a director of the Company for so long as Indemnitee is duly elected or appointed or until such time as Indemnitee tenders a resignation in writing.

2. Definitions. As used in this Agreement:

(a) The term "Proceeding" includes any threatened, pending or completed action, suit or proceeding, whether brought in the right of the Company or otherwise, whether of a civil, criminal, administrative or investigative nature, and whether formal or informal, in which Indemnitee may be or may have been involved as a party or otherwise, by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Company, or is or was serving at the Company's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether or not serving in that capacity at the time any liability or expense is incurred for which indemnification or reimbursement can be provided under this Agreement.

(b) The term "Expenses" includes, without limitation, expenses of investigations, judicial or administrative proceedings or appeals, amounts paid in settlement by Indemnitee, attorneys' fees and disbursements and any expenses of establishing a right to indemnification under this Agreement, but shall not include the amount of judgments or fines against Indemnitee.

(c) References to "other enterprises" include employee benefit plans; references to "fines" include any excise tax assessed with respect to any employee benefit plan; references to "serving at the Company's request" include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, that director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner reasonably believed to be in the interest of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is a party to or threatened to be made a party to any Proceeding (other than a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments and fines actually and reasonably incurred by Indemnitee in connection with the Proceeding, but only if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding, in addition, had no reasonable cause to believe that Indemnitee's conduct was unlawful. The termination of any such Proceeding by judgment, order of court, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in the best interests of the Company, and with respect to any criminal proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

Pursuant to this Agreement, the Company specifically will, and hereby does, indemnify, to the fullest extent permitted by law, Indemnitee against any and all losses, claims, damages, liabilities and expenses, joint or several (or actions or proceedings, whether commenced or threatened, in respect thereof), to which Indemnitee may become subject, as a result of serving as a director of the Company, under the Securities Act of 1933, as amended, or any other statute or common law, including any amount paid in settlement of any litigation, commenced or threatened, and to reimburse Indemnitee for any legal or other expenses incurred by Indemnitee in connection with investigating any claims and defending any actions, insofar as any such losses, claims, damages, liabilities, expenses or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact regarding the Company, or the omission or alleged omission to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Indemnity in Proceedings By or In the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is a party to or threatened to be made a party to any Proceeding by or in the right of the Company to procure a judgment in its favor against all Expenses actually and reasonably incurred by Indemnitee in connection with the defense or settlement of the Proceeding, but only if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable for negligence or misconduct in the performance of Indemnitee's duty to the Company, unless and only to the extent that any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity.

5. Indemnification of Expenses of Successful Party. Notwithstanding any other provisions of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise, in defense of any Proceeding or in defense of any claim, issue or matter therein, including the dismissal of an action without prejudice, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred in connection therewith.

6. Advances of Expenses. The Expenses incurred by Indemnitee pursuant to Sections 3, 4 and 8 in any Proceeding shall be paid by the Company in advance if Indemnitee (i) in writing shall undertake to repay such amount to the extent it is ultimately determined that Indemnitee did not meet the standard of conduct required for indemnification and (ii) shall furnish the Company a written affirmation of the Indemnitee's good faith belief that Indemnitee is entitled to be indemnified by the Company under this Agreement. Such expenses shall be paid no later than 45 days after receipt of Indemnitee's written request, unless a determination is made within that 45-day

period by (a) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding, or (b) independent legal counsel in a written opinion (which counsel shall be appointed if a quorum is not obtainable), that the Indemnitee has not met the relevant standards for indemnification set forth in Section 3, 4 or 8 or an exclusion set forth in

Section 9 is applicable.

7. Board Authorization of Indemnification. Except with respect to Expenses advanced pursuant to Section 6, indemnification pursuant to this Agreement shall be made only upon a determination by the Board of Directors that indemnification is permissible in the circumstances because the Indemnitee has met the standards of conduct described herein or otherwise required by the Act.

8. Additional Indemnification.

(a) Notwithstanding any limitation in Section 3 or 4, the Company shall indemnify Indemnitee in accordance with the provisions of this Section 8(a) to the fullest extent permitted by law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) involving a claim against Indemnitee for breach of fiduciary duty by Indemnitee, against all Expenses, judgments and fines actually and reasonably incurred by Indemnitee in connection with the Proceeding, provided that no indemnity shall be made under this Section 8(a) (1) on account of Indemnitee's conduct which (i) constitutes a breach of Indemnitee's duty of loyalty to the Company or its shareholders, (ii) is an act or omission not in good faith or which involves intentional misconduct or a knowing violation of the law, or (iii) results in Indemnitee being adjudged liable to the Company, or (2) with respect to an unlawful distribution under ORS 60.367.

(b) Notwithstanding any limitation in Section 3, 4 or 8(a), the Company shall indemnify Indemnitee if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments and fines actually and reasonably incurred by Indemnitee in connection with the Proceeding to the fullest extent permitted by the Act, including the nonexclusivity provision of ORS 60.414(1) and any successor provision and including any amendments to the Act adopted after the date hereof that may increase the extent to which a corporation may indemnify its directors.

(c) The indemnification provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may be entitled under the Articles, Bylaws, any other agreement, any vote of shareholders or directors, the Act or otherwise, both as to action in Indemnitee's official capacity or as to action in another capacity while holding that office. The indemnification under this Agreement shall continue as to Indemnitee even though Indemnitee may have ceased to be a director and shall inure to the benefit of Indemnitee's heirs and personal representatives.

9. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated to make any indemnification or advances of expenses in connection with any claim made against Indemnitee:

(a) For which payment is required to be made to or on behalf of Indemnitee under any insurance policy, except with respect to any excess beyond the amount of required payment under such policy, unless payment under such insurance policy is not made after reasonable effort by Indemnitee to obtain payment. The Company shall be subrogated with respect to any other rights of Indemnitee with respect to any payment made by the Company or on behalf of the Company under this Agreement;

(b) For any transaction from which Indemnitee derived an improper personal benefit; or

(c) For an accounting of profits made from the purchase and sale by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of any state statutory law or common law.

10. Partial Indemnification. If Indemnitee is entitled under any provisions of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments and fines actually and reasonably incurred by Indemnitee in the investigation, defense, appeal or settlement of any Proceeding but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of those Expenses, judgments or fines to which Indemnitee is entitled.

11. Severability. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee as to Expenses, judgments and fines with respect to any Proceeding to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated or by any other applicable law.

12. Notices. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified under this Agreement, give the Company written notice as soon as practicable of any claim made against Indemnitee for which indemnity will or could be sought under this Agreement. Notice to the Company shall be directed to Columbia Sportswear Company, 6600 N. Baltimore, Portland, Oregon 97283-0239, Attention: Chief Financial Officer (or such other address as the Company shall designate in writing to Indemnitee). Notice shall be deemed received three days after the date postmarked if sent by prepaid mail, properly addressed. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

13. Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute the original.

15. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed and signed as of the date set forth above.

COLUMBIA SPORTSWEAR COMPANY

By:

INDEMNITEE

Exhibit 21.1

LIST OF SUBSIDIARIES

Name	Jurisdiction of Incorporation
Columbia Sportswear Holdings Limited	Ontario, Canada
Columbia Sportswear Canada Limited	Ontario, Canada
Columbia Sportswear Japan, Inc.	Japan
Columbia Sportswear (France) S.N.C.	France
Columbia Sportswear GmbH	Germany
Columbia Sportswear Korea	Korea

Exhibit 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the use in this Registration Statement of Columbia Sportswear Company on Form S-1 of our report dated April 10, 1997 (December 15, 1997 as to Notes 1 and 17) appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading "Experts" in such Prospectus.

DELOITTE & TOUCHE LLP
December 22, 1997

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