

SERFF Tracking Number: TRST-126430656 State: Arkansas
Filing Company: Trustmark Life Insurance Company State Tracking Number: 44399
Company Tracking Number: 9.00277
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other
Product Name: BFA FILING - NATIONAL SPORTING GOODS ASSOCIATION (NSGA)
Project Name/Number: BFA FILING - NSGA/

Filing at a Glance

Company: Trustmark Life Insurance Company

Product Name: BFA FILING - NATIONAL SPORTING GOODS ASSOCIATION (NSGA) SERFF Tr Num: TRST-126430656 State: Arkansas

TOI: H16G Group Health - Major Medical SERFF Status: Closed-Approved- Closed State Tr Num: 44399

Sub-TOI: H16G.001C Any Size Group - Other Co Tr Num: 9.00277 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor

Author: Paula Bures Disposition Date: 12/29/2009

Date Submitted: 12/23/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: BFA FILING - NSGA

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/29/2009

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Association

Explanation for Other Group Market Type:

State Status Changed: 12/29/2009

Created By: Paula Bures

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Paula Bures

Filing Description:

RE: Informational Letter – Expansion of bona fide association product offering

Trustmark Life Insurance Company

FEIN# 36-3421358; NAIC# 276-62863

Filing Number: 9.00277 – BFA FILING National Sporting Goods Association (NSGA)

Form Numbers: AXX/K Policy and AXX/C Certificate

Dear Ms. Minor:

SERFF Tracking Number: TRST-126430656 State: Arkansas
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Your Department approved the above-referenced Certificate and Policy of insurance, form AXX/C and AXX/K, on May 22, 2003. Your Department on June 3, 2008 approved the most recent revisions to the matrix paragraphs for these forms. With each of these forms filings, we apprised Your Department that the forms were for use with particular bona fide associations.

We would like to market the above-referenced forms with National Sporting Goods Association (NSGA), which we believe meets the criteria of a bona fide association.

The forms will be revised only to reflect the new bona fide association and plan administrator. All forms will otherwise remain unaltered from the version approved by your Department.

In addition to the Arkansas Questionnaire, we would like to offer supporting documentation. Please find a signed certificate certifying that National Sporting Goods Association is a bona fide association, the Charter of Incorporation, Bylaws and Trust Agreement for your review. Membership material and a list of the number of members by state have also been provided.

Should you require any additional information in order to approve this request, please feel free to contact me at (800) 666-6977, extension 32406 or at my email address paula.bures@trustmarkins.com.

Sincerely,

Paula Bures
Regulatory Advocacy Analyst I
The Trustmark Companies

Company and Contact

Filing Contact Information

Paula Bures, paula.bures@trustmarkins.com
400 Field Drive 800-666-6977 [Phone] 32406 [Ext]
Lake Forest, IL 60045 847-615-3872 [FAX]

Filing Company Information

Trustmark Life Insurance Company CoCode: 62863 State of Domicile: Illinois
400 Field Drive Group Code: 276 Company Type:
Lake Forest, IL 60045 Group Name: State ID Number:
(800) 666-6977 ext. [Phone] FEIN Number: 36-3421358

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Trustmark Life Insurance Company	\$0.00	12/23/2009	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	12/29/2009	12/29/2009

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Disposition

Disposition Date: 12/29/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Trust Agreement	Approved-Closed	Yes
Supporting Document	Signed Certification	Approved-Closed	Yes
Supporting Document	Charter of Incorporation	Approved-Closed	Yes
Supporting Document	Bylaws	Approved-Closed	Yes
Supporting Document	Arkansas Discretionary Questionnaire	Approved-Closed	Yes
Supporting Document	Membership Material from NSGA Website including Application	Approved-Closed	Yes
Supporting Document	List of the Number of Members by State	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes

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Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	12/29/2009
Bypass Reason:	Not applicable to this type of filing..		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	12/29/2009
Bypass Reason:	Not applicable to this type of filing.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Trust Agreement	Approved-Closed	12/29/2009
Comments:			
Attachment:	Trust Agreement 12 2 09.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Signed Certification	Approved-Closed	12/29/2009
Comments:			
Attachment:	signed bf certification.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Charter of Incorporation	Approved-Closed	12/29/2009
Comments:			
Attachment:	Charter of Incorporation.pdf		

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Item Status: Approved-Closed **Status Date:** 12/29/2009
Satisfied - Item: Bylaws
Comments:
Attachment:
 By-Laws.pdf

Item Status: Approved-Closed **Status Date:** 12/29/2009
Satisfied - Item: Arkansas Discretionary Questionnaire
Comments:
Attachment:
 Arkansas Discretionary questionnaire.pdf

Item Status: Approved-Closed **Status Date:** 12/29/2009
Satisfied - Item: Membership Material from NSGA Website including Application
Comments:
Attachments:
 NSGA Website Information.pdf
 NSGA Discounted Services.pdf
 Application for Insurance.pdf

Item Status: Approved-Closed **Status Date:** 12/29/2009
Satisfied - Item: List of the Number of Members by State
Comments:
Attachment:
 Membership by State.pdf

Item Status: **Status**

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Satisfied - Item: Cover Letter Approved-Closed **Date:** 12/29/2009
Comments:
Attachment:
Cover Letter.pdf

TRUST AGREEMENT

Article I. TRUST CREATION

Section 1. The Board of National Sporting Goods Association, a Missouri Non-Profit Corporation (hereafter "NSGA" or "the Association") authorizes and hereby directs the President of the Association, the Secretary of the Association, and the Chairperson of the Board of the Association (hereafter "Trustees") to enter into this trust agreement (hereafter "Trust Agreement") and thereby create the National Sporting Goods Association Insurance Trust (hereafter "Trust").

The Trust is effective as of October 8, 2009 and provides as follows:

Article II. TRUST PURPOSE

Section 1. The Trust is created for the sole purpose of enabling the Association to offer its Employer Members the opportunity to purchase their group insurance coverage (hereafter collectively referred to as "Members").

Article III. TRUSTEES AND APPLICATION OF THE TRUST

Section 1. The Trustees shall use the Trust to purchase and maintain a policy or policies of group insurance as the Trustees, acting in their sole discretion, shall determine and agree to be in the best interest of the Members of the Association.

Section 2. The Trustees, on behalf of the Trust, may apply for a policy or policies of group insurance. Any such policy or policies of group insurance shall be issued by a licensed insurance carrier, shall be issued to the Trust as the policyholder, and shall become an asset of the Trust.

Section 3. The Trustees have the authority to make all decisions pertaining to the policy or policies of group insurance on behalf of the Trust.

Section 4. The Trustees may use Trust assets to pay or provide for:

- (1) All reasonable and necessary expenses of maintaining the Trust;
- (2) Policy or policies of group insurance through the collection of Member premium and other contributions provided, however, that the Trustees shall not use the Trust to maintain in force any coverage for a Member who is in default of payment of premiums or contributions to the Trust;
- (3) Experience rating accounting of the group insurance policy or policies held by the Trust. The Trustees may direct the use of such funds for the expenses incurred for the administration of the Trust and shall not distribute such funds to any member.

Section 5. All monetary Trust assets shall be deposited in such bank or banks as the Trustees designate and all Trust asset withdrawals must be authorized by at least two designated Trustees. Separate accounts shall be established with respect to collection and holding of premiums and any other accounts as are necessary for the payment and processing of claims under any policy or policies for group insurance benefits. A separate account shall be established for the purpose of

collecting and managing any other contributions as Trust assets and shall be designated the Trust Administration account.

Section 6. The Trustees designated to authorize Trust asset withdrawals shall be bonded individually or under a blanket bond, at the expense of the Trust, by a duly authorized surety company, in such amount as may be required by law or determined by the Trustees.

Article IV. CONTRIBUTIONS TO THE TRUST

Section 1. Each Member shall pay the premiums due directly to the insurance carrier or its designated representative.

Section 2. Contributions to the Trust, other than premiums, shall be used solely to pay the expenses of administration of the Trust

Section 3. The group insurance plans shall be fully funded through participating Member premium payments. The Trust shall not be financially responsible for deficits or any other funding requirements necessary to provide group insurance benefits.

Article V. PARTICIPATION IN THE TRUST

Section 1. Any member certified by the Board to be in good standing with the Association may request participation in the Trust. The Member shall apply to the Trustees for participation on such form(s) as the Trustees may require. Such participation in the Trust shall commence on the first day of the month set by the Trustees, provided such Member satisfies the requirements for participation in the Trusts as established by the Trustees.

Section 2. The Member shall cease to qualify for participation in the Trust: (1) if such Member shall cease to qualify under or by any reason of state or federal law; or (2) when the Member fails to comply with the rules and regulations made by the Trustees from time-to-time with respect to the administration of the Trust including, but not limited to, contributions due and all other matters the Trustees deem advisable to assure a sound administration of the group insurance program in accordance with the provisions of the insurance policy or policies.

Section 3. A Member may cease to qualify for participation in the Trust when he terminates his membership in the Association or fails to make the required contribution for participation in the Trust.

Section 4. When, in accordance with the provisions of this Article V, a Member ceases to qualify for participation in the Trust, the Trustees shall give notice of such disqualification to the insurance carrier or carriers of the policy or policies under which insurance is provided and such insurance shall then terminate as provided in the policy or policies. The Trustees shall have no further liability to such Member whose participation has terminated.

Section 5. Should any monies be received by the Trustees from any person failing to satisfy the requirements for initial participation in the Trust, such monies shall be returned, and there shall be no further obligations whatsoever in connection therewith.

Article VI. ADMINISTRATION OF THE TRUST

Section 1. The Trust shall be administered by at least three persons as the Trustees for a term of one year. The initial Trustees shall consist of the Chairperson, President, and Secretary of the Association. The Trustees, provided they still hold the aforesaid offices, shall continue in office until their successors shall have been appointed and/or are qualified.

Section 2. On each anniversary date of the effective date of this Trust or as soon as is practicable thereafter, the reappointment of the Trustees shall be considered and determined by a majority vote of the Executive Committee of the Association. If the Executive Committee vetoes either of the Chairperson, President or Secretary of the Association, the Executive Committee shall then designate a Trustee to serve in that office until the next anniversary. The successor Trustee must be a Member of the Association.

Section 3. If any Trustee should die, resign or become ineligible to serve as Trustee before the end of his term, the Trustees then serving shall appoint a successor Trustee to serve out the unexpired term of such Trustee, subject to the veto of the Executive Committee of the Association as set forth above. The Trustees shall designate one Trustee to be a Chairperson and one Trustee to be a Secretary.

Section 4. A Trustee may resign upon giving notice in writing to the remaining Trustees. Notice of such resignation shall be provided to the Association and to the insurance carrier or carriers.

Section 5. The Trustees, by their execution of this Trust Agreement, do hereby accept the trusteeship and declare that they will receive and hold the Trust assets in a fiduciary capacity as Trustees by virtue of the Trust Agreement and only for the uses and purposes, and with the powers and duties, herein set forth and none other.

Section 6. The insurance carrier or carriers of the policy or policies shall at times be kept informed by the Trustees of the names of the Trustees who are serving, and of their designated titles, and any insurance carrier may rely on the report last received in writing from the Trustees on such matters.

Article VII. POWERS AND DUTIES OF THE TRUSTEES

Section 1. The Trustees may exercise all rights or privileges granted to them as the policyholder of the group insurance coverage(s). The Trustees may agree with the insurance carrier to any alteration, modification, or amendment of such policy, and may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the trustees with regard to any dealings in connection with such policy.

Section 2. The Trustees shall have the power to construe the provisions of this Trust Agreement and the terms used herein, and any construction adopted by the Trustees in good faith shall be binding upon all persons.

Each Member shall be liable to the insurance carrier or its designated representative for the premium for his insurance under the policy or policies issued to the Trust for any period during which such insurance is in force. Failure of the insurance carrier to collect such premium shall not constitute a waiver as to such right subsequent thereto.

Section 3. The Trustees shall direct and control the general management of the business, activities and affairs of the Trust with full power to transact all its business.

Section 4. The Trustees shall not receive additional compensation for their duties but shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties.

Section 5. The Trustees may promulgate any rules or regulations relevant to the participation in the Trust or any other matter as may, in their discretion, be proper or necessary for the sound and efficient administration of the Trust; provided, however, that a copy or copies of such rules shall be provided to the carrier or carriers of such policy or policies and to each Member participating in the Trust.

Section 6. The Trustees may delegate any of their ministerial powers or duties under the Trust Agreement to any agent or employee.

Section 7. The Trustees shall keep true and accurate books of account and records of all transactions which shall be audited by a public accountant annually or more often as deemed necessary. The Trustees shall annually furnish the Association reports with respect to the status of the Trust, as well as the status of the insurance policy or policies and the benefits paid thereunder.

Section 8. Any action by the Trustees pursuant to this Trust Agreement may be taken either at a meeting (either in person or by teleconference) or in writing without a meeting. A meeting may be called at any time by the Chairperson or a majority of the Trustees by giving seven (7) days written notice to the other Trustees. Such notice requirement shall be dispensed with if all Trustees agree to waive such requirement or if all Trustees are present and participate in any such meeting.

Section 9. Any action taken by the Trustees pursuant to this Trust Agreement shall be by the concurrence of a majority of the Trustees serving at that time.

Section 10. The Trust and Trustees shall be bound by the signature of the Chairperson and the Secretary. Any person or entity may rely thereon that the execution of such instrument on behalf of the Trust has been duly authorized.

Section 11. The Trustees shall not have any liability with respect to the non-payment of Member contributions or premiums. All suits and proceedings to enforce or protect any other right, demand or claim on behalf of the Trust or Trustees may be instituted and prosecuted on behalf of the Trust and the Trustees by the Chairperson or by any Trustee so authorized by the Trustees.

Section 12. Each power, duty and responsibility granted to the Trustees hereunder shall be exercised by the Trustees in their discretion with the care, skill, prudence and diligence as a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing at the time.

Section 13. The "Named Fiduciary" of the Trust shall be the Trustees. Nothing herein shall operate to relieve a fiduciary from responsibility or liability as imposed by the Employee Retirement Income Security Act of 1974, as amended.

Section 14. The Trustees may establish a Board of Advisors pursuant to the provisions of Article VIII.

Article VIII. BOARD OF ADVISORS

Section 1. The primary purpose of the Advisory Board is to provide advice to the Trustees regarding strategic direction and other matters which the Trustees may reasonably request from time to time, to assist the Trustees in fulfilling their oversight responsibilities for the Trust by serving as an independent body to advise regarding matters brought to its attention by the Trustees, and by providing an open avenue of communication between the Trustees and members of the Advisory Board.

Section 2. The business and affairs of the Trust are managed and supervised by the Trustees. The Advisory Board shall not have any power or authority, nor any duties, of the Trustees or any committee of the Trustees. The persons constituting the Advisory Board (hereafter "Advisor" or "Advisors") in such capacity shall not have any power or authority, or any duties, of a director, officer, or agent of the Trust and shall act solely as Advisors to the Trustees. Neither the Advisory Board, nor any Advisor in such capacity, shall have any power or authority to bind the Trust. The establishment of the Advisory Board shall not be deemed to be a contract of employment, nor shall it confer on any person a right to be employed by the Trust. Nothing in this Article shall be deemed to limit or affect the power, authority, or duties of any person serving or acting on behalf of the Trust as a director or officer or in any capacity other than Advisor. Each Advisor shall be entitled to rely on (i) the integrity of those persons within the Trust and of the professionals and experts from which the Advisory Board receives information, (ii) the accuracy of the financial and other information provided, and representations made, to the Advisory Board by such persons, professionals and experts absent actual knowledge of the Advisor to the contrary, and (iii) representations made by the Trustees or other management as to any information or matter. It is not the duty of the Advisory Board or its Advisors to conduct investigations, resolve disagreements, or assure compliance with any laws, regulations, rules, or policies by the Trust, the Trustees, or other parties.

Section 3. The Advisory Board shall consist of 2 or more Advisors, as determined in the sole discretion of the Trustees. The Trustees may increase or decrease the number of Advisors constituting the Advisory Board at any time. The Trustees may appoint one Advisor of the Advisory Board to act as Chairperson of the Advisory Board.

Section 4. The Trustees shall appoint Advisors to the Advisory Board. Each Advisor shall serve on the Advisory Board for a term of one (1) year. An Advisor's tenure may be extended by the Trustees for additional periods of time.

Section 5. No person, by virtue of serving as an Advisor, shall be precluded from serving the Trust in any other capacity. Each Advisor of the Advisory Board shall agree to comply with this Article as a condition to his or her appointment as an Advisor.

Section 6. At least one regular meeting of the Advisory Board shall be held each year, on the date determined by the Trustees. Unless otherwise specified by the Trustees, each such meeting shall be held at the Trust's principal office.

Section 7. Special meetings of the Advisory Board may be called by the Trustees or by the Chairperson of the Advisory Board. Unless otherwise specified by the party or parties calling any special meeting, the meeting shall be held at the Trust's principal office.

Section 8. Notice of any regular meeting shall be delivered at least ten days prior to the meeting by written notice to each Advisor at his or her last known business address. Notice of any special meeting shall be delivered at least ten days prior to the meeting by written notice on behalf of the party or parties calling such meeting to each Advisor at his or her last known business address. If mailed, such notice shall be deemed to be delivered five days after being deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed to be delivered upon confirmed transmittal. Each notice of a meeting shall specify the time and date of the meeting and, if it is to be held at any location other than the Trust's principal office, the place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Advisory Board need be specified in the notice of such meeting.

Section 9. The Advisory Board is required to keep minutes of its meetings, unless excused by the Trustees.

Section 10. Any person may resign as an Advisor of the Advisory Board at any time by written notice delivered to the Trustees. Any person may be removed as an Advisor of the Advisory Board at any time (with or without cause) by the Trustees by written notice delivered to such person.

Section 11. Any vacancy occurring in the Advisory Board, and any position on the Advisory Board to be filled by reason of an increase in the number of Advisors, may be filled solely by the Trustees.

Article IX. AMENDMENT TO THE TRUST AGREEMENT

Section 1. This Trust Agreement may be amended to any extent at any time or from time-to-time by the majority of Trustees serving at that time and subject to the approval of the Association, provided that no amendment shall divert the assets of the trust to a purpose other than that as set forth in Article II.

Section 2. The Trustees shall immediately notify the insurance carrier or carriers of any amendment to the Trust Agreement adopted and shall execute any instrument necessary in connection therewith.

Article X. TERMINATION OF THE TRUST

Section 1. The Trust may be terminated at any time by the unanimous concurrence of all the Trustees serving at that time, and such action may be taken in accordance with the provisions of Article VII, Section 8.

Section 2. In the event of the termination of the Trust, the Trustees shall apply the Trust to pay any and all obligations of the Trust, and distribute and apply any money and other property forming the Trust in such manner as will, in their opinion, best effectuate the purpose of the Trust.

Section 3. Upon termination of the Trust, the Trustees shall forthwith notify each Member and the insurance carrier or carriers, and shall continue as Trustees for the purpose of dissolution, and may take any action with regard to any policy or policies which may be appropriate or required by the

insurance carrier or carriers of such policy or policies. The insurance carrier or carriers may rely upon the signature of any Trustee serving at that time.

Article XI. MISCELLANEOUS PROVISIONS

Section 1. The Association and its membership shall furnish to the Trustees such records and any other information as the Trustees may require in connection with the administration of the Trust and the insurance policy or policies.

Section 2. No Member, Member beneficiary, nor any other person or entity shall have any right, title or interest in or to the Trust, or any part thereof, nor any person claiming by or through such Member by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of this Trust, and the interests of such Member beneficiaries and other persons claiming through them shall be limited to those specified in the policy or policies.

Section 3. No person, partnership, corporation or association dealing with the Trustees shall be obliged to see to the application of any funds or property of the Trust, or to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustees, and every act and instrument effected by the Trustees shall be conclusive in favor of any person, partnership, corporation, or association relying thereon that:

- (a) At the time of such act or the delivery of such instrument, the Trust hereby created was in full force and effect;
- (b) Such act or instrument was accomplished or executed in accordance with the terms and conditions, contained in this instrument; and
- (c) The Trustees were duly authorized and empowered to execute such instrument or accomplish such act, and if such act was accomplished or the instrument was executed by one or more of the Trustees acting on behalf of a majority of the Trustees, such accomplishment or execution was authorized by the Trustees.

Section 4. The Association agrees to indemnify and hold harmless the Trustees and Advisors against any and all claims, losses, damages, expenses and liabilities the Trustees or Advisors may incur in the exercise and performance of the Trustees and/or the Advisors' powers and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct.

Article XII. SITUS AND CONSTRUCTION OF THE TRUST

Section 1. All questions pertaining to the Trust's validity, construction, and administration shall be determined in accordance with the laws of the State of Illinois.

Section 2. In case any of the provisions hereof shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions herein contained, but shall be fully severable, and this Trust shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

By:



TRUSTEE (NSGA Board Chairperson)



TRUSTEE (NSGA President)



TRUSTEE (NSGA Secretary)

**2009 BONA FIDE ASSOCIATION CERTIFICATION FOR
National Sporting Goods Association**

I, the undersigned, as an Officer of the National Sporting Goods Association, certify that the National Sporting Goods Association qualifies as a bona fide association.

The National Sporting Goods Association:

- 1) Has been actively in existence for at least five years;
- 2) Was formed and maintained in good faith for purposes other than obtaining insurance;
- 3) Does not condition membership in the association on any health status-related factor relating to an individual (including an employee of an employer or a dependent of an employee);
- 4) Makes health insurance coverage offered through the association available to all members regardless of any health status-related factor relating to the members (or individuals eligible for coverage through a member); and
- 5) Does not make health insurance coverage offered through the association available other than in connection with a member of the association.

MATTHEW D CARLSON

Print Name of Authorized Representative of Association



Signature

10/2/09

Date



To all to whom these Presents Shall Come, Greeting:

Whereas,

NATIONAL SPORTING GOODS ASSOCIATION

incorporated under the laws of the State of Missouri
has filed in the Office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by the "GENERAL NOT FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force January 1, A. D. 1944.

Now Therefore, I, ^{CHARLES F. CARPENTIER}~~HOWARD BARBER~~ Secretary of State of the State of Illinois, by virtue of the powers and duties vested in me by law, do hereby issue this Certificate of Authority and attach thereto a copy of the application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois:

Done at the City of Springfield this 5th
day of MAY A. D. 1955 and
of the Independence of the United States
the one hundred and 79th.



Charles F. Carpentier
SECRETARY OF STATE



To all to whom these Presents shall Come:

I, Dwight H. Brown, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of

Pro Forma Decree of Incorporation

and

Amendment Thereto

of

NATIONAL SPORTING GOODS DISTRIBUTORS

ASSOCIATION

as the same appears on file _____ *in this office.*

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this
Twenty-seventh day of May A. D.,
Nineteen Hundred and Thirty-seven



WELAND PRINTING CO., INDEPENDENCE, MO. 64201

Dwight H. Brown
SECRETARY OF STATE

J. H. Holman
CHIEF CLERK



To all to whom these Presents Shall Come, Greeting:

Whereas,

NATIONAL SPORTING GOODS ASSOCIATION

incorporated under the laws of the State of Missouri
 has filed in the Office of the Secretary of State duly authenticated evidence of
 its incorporation and an application for Certificate of Authority to transact
 business in this State, as provided by the "GENERAL NOT FOR PROFIT CORPOR-
 ATION ACT" of Illinois, approved July 17, 1943, in force January 1, A. D.
 1944.

Now Therefore, I, ^{CHARLES F. CARPENTIER}~~Charles F. Carpentier~~ Secretary of State of the State of Illinois,
 by virtue of the powers and duties vested in me by law, do hereby issue this
 Certificate of Authority, and attach thereto a copy of the application of
 the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to
 be affixed the Great Seal of the State of Illinois.
 Done at the City of Springfield, this 5th
 day of May AD. 1955 and
 of the Independence of the United States
 the one hundred and 79th.



Charles F. Carpentier
 SECRETARY OF STATE



Oball' Allom these presents shall Come:

I, Dwight H. Brown, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of

Pro Forma Decree of Incorporation

and

Amendment Thereto

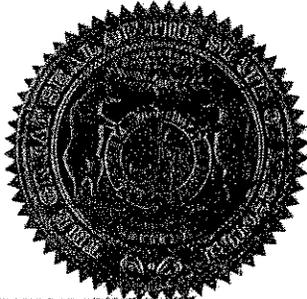
of

NATIONAL SPORTING GOODS DISTRIBUTORS

ASSOCIATION

as the same appears on file _____ *in this office.*

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this
Twenty-seventh day of May A. D.,
Nineteen Hundred and Thirty-seven



Dwight H. Brown
SECRETARY OF STATE

B. Holman
CHIEF CLERK

BYLAWS

ARTICLE I: Name and Location

Section 1.

The location of this Corporation is in Kansas City, Jackson County, Missouri, and the location of the principal office is in the state of Illinois, 1601 Feehanville Drive, Suite 300, Mount Prospect, Illinois 60056.

ARTICLE II: Objectives

Section 1.

The objectives for which this Corporation is formed are to develop, improve, and promote the business of dealers and retailers, first and foremost, and as required to other members of the sporting goods industry; to further the business interests of and promote friendly relationships with its members; to study ways and means of improving business methods; to compile and distribute to its members statistics and information regarding the athletic and sporting goods industry; and to do all acts incidental or necessary to carry the foregoing objectives into effect.

Section 2.

This Corporation shall use its funds only to accomplish the objectives and purposes specified, and no part of said funds shall inure or be distributed to members of the Corporation or to organizations other than those that are under direct control and management of the Corporation. If the Corporation is in any way reorganized, no funds shall inure to any successor organization unless approved by a 75 percent majority of the membership after two annual written ballots when recommended by a unanimous vote of the Board of Directors. Under no circumstances may the use of corporate funds conflict with the interest of retailers or dealers or with the objectives stated in Article II, Section 1. On dissolution, the funds of the Corporation shall be distributed to one or more regularly organized charitable organizations to be selected by the Board of Directors.

Section 3.

In all of its activities, the Corporation shall faithfully comply with and observe all of the federal and state antitrust and trade regulation laws that prohibit anti-competitive conduct. The Corporation shall take such steps as may be necessary or appropriate to insure compliance with all such laws by its members and its staff. Any employee of the Corporation who reports any possible violation of federal or state antitrust laws shall not be penalized or subject to retribution for reporting any such possible violations to superiors.

ARTICLE III: Qualification of Members

Section 1. Regular Member:

Any company (corporation, firm, or individual) engaged in the sale of sporting goods as a dealer, retailer, or wholesaler is eligible to become a Regular member.

Section 2. Affiliate Member:

Any branch store or office of a Regular member.

Section 3. Supplier/Sales Agent Member:

Supplier/Sales Agent member status shall be made available at the discretion of the Board of Directors to the following: a sporting goods manufacturer, importer, sales agent, an OEM supplier to a sporting goods manufacturer. The Board of Directors, in exercising its discretion in admitting persons or entities to Supplier/Sales Agent membership, shall consider the financial stability of the applicant, the length of time it has been associated with the sporting goods industry, and the extent to which the applicant supports the goals of the Association and the sporting goods industry. Supplier/Sales Agent members generally have the same benefits as Regular members.

Section 4. Industry Associate Member:

Industry Associate member status shall be made available at the discretion of the Board of Directors to the following: a consultant who is providing consulting services to a Supplier/Sales Agent member, a publisher of books and periodicals concerning the sporting goods industry, a firm specializing in marketing, advertising, public relations, research, design, development, financial, investment, or management services.

Section 5. Sustaining Member:

Regular members or Supplier/Sales Agent members may qualify as a Sustaining member of the Association upon payment of dues hereinafter prescribed for Sustaining members. Sustaining membership for such person, firm, or corporation that qualifies for Supplier/Sales Agent membership does not carry a right to vote in the management of the Association.

Section 6. Election of Members:

Any person, firm, or corporation eligible for membership under these bylaws, on making written application therefore, shall be elected to membership.

Section 7. Voting:

Each member shall have one vote.

Section 8. Duration of Membership and Resignation:

Membership in this Association may terminate by voluntary withdrawal or failure to pay dues as herein provided. The right of a Regular member to vote and all other rights, privileges, and interest of a member in or to the Association, its rights, privileges and property shall cease on the termination of membership. Any member who fails to pay his/her dues and remains in default of payment, for a period to be established by the NSGA President, shall immediately upon the expiration of this period, cease to be a member.

Section 9. Suspension and Expulsion:

For cause, any membership may be suspended or terminated by the Board of Directors. Such suspension or expulsion shall be by two-thirds vote of the entire membership of the Board of Directors, provided that a statement of the charges shall have been mailed by registered mail to the last recorded address of the member at least fifteen (15) days before final action is taken thereon. This statement shall be accompanied by a notice of the time and place of the meeting of the Board of Directors at which the charges shall be considered, and the member shall have the opportunity to appear in person, or by his representative, and present any defense of such charges before action is taken thereon. The right of a Regular member to vote and all other rights, privileges, and interest of any member in or to the Association, its rights, privileges, and property shall cease upon expulsion.

Section 10. Dues:

Membership fees shall be set by the Board of Directors and shall be payable as the President may determine.

ARTICLE IV: Meetings

Section 1.

Special meetings of the members may be called by a majority of the Board of Directors or by ten percent (10%) of the Regular members of the Association. Upon any such request by the required number of Regular members, the President, the Secretary, or the Board of Directors shall call a special meeting.

Section 2.

Notice of a special meeting shall be given by mailing written notices stating the time, place, and purpose of the meeting to each member at least ten (10) days prior to the time at which this meeting is to be held.

Section 3.

At all meetings of the members, each Regular member shall be entitled to cast one vote upon the proposition submitted at the meeting. Members may vote in person or by written proxy. Vacancies on the Board of Directors shall be filled by a vote of the Board of Directors. Refer to Article V.

Section 4.

A quorum of any meeting of the members shall consist of one-fifth of the members eligible to attend that meeting; in case there be less than this number, the presiding officer may adjourn the meeting from time to time until a quorum is present.

Section 5.

The Chairman of the Board, or a person appointed by him/her, shall act as presiding officer at all meetings of the members. The President shall be invited to attend all Association meetings.

ARTICLE V: Board of Directors

Section 1.

The affairs of the Corporation shall be managed by a Board consisting of elected Directors and the Immediate Past Chairman of the Board of Directors. Twelve (12) Directors will be elected by the Board: six (6) Directors from the directorial districts in the United States and six (6) at-large. One (1) of these at-large Directors shall be elected from Canada and will be designated Director-at-Large/Canada. Officers whose elected terms expire remain as officers until after serving as past chairman, providing they are retailers/dealers.

Section 2.

Each Director will be elected for a term of three years. The term of office shall commence June 1. All such Directors so elected shall hold office as Directors until their successors are elected and qualify as such. Any Director shall be eligible for reelection to the Board of Directors for a second term to succeed himself/herself, but having served two three-year terms, he/she, who is also a retailer/dealer, can, after a minimum three year absence, be reelected by the Board of Directors to serve as a Director-at-Large for one three-year term as vacancies occur. At the next membership anniversary following their election, Directors must become, if not already, Sustaining members of the Association.

Section 3.

During the calendar year prior to the expiration of the term of any Director, the Chairman shall appoint a Nominating Committee to present the names of two or more qualified candidates for each vacancy on the Board of Directors. The election of Directors shall be on a district basis with the outline and area of the district to be determined by the Board of Directors. The Nominating Committee shall make its selection from among the Regular members during the Nominating Committee Meeting held prior to the Annual Board of Directors Meeting.

Thereafter, the Secretary of the Corporation shall notify the Board of Directors of the nominations at the next Annual Board of Directors Meeting and at such meeting the Board of Directors shall vote on such nominees.

The Secretary shall count the votes during the Annual Meeting at which time the voting shall close. The Director shall be the one to receive the majority of the votes cast. In the case of a tie, the election of the Director will be determined by the Executive Committee following the voting by the Directors. The Chairman may appoint any committee he/she deems necessary and desirable to carry out the mandate of the membership.

At the Annual Board of Directors Meeting, any Director may nominate another qualified member in good standing from his/her district to fulfill the office of a Director from that district.

Section 4.

The Board of Directors shall establish policies for the control and management of the affairs of the Association, with authority to engage and discharge the President of the Association, fix his/her salary, admit, suspend, or expel members, create and appoint committees and do everything necessary and desirable in the conduct of the business of the Association and in accordance with these bylaws. The Executive Committee may also perform these functions in between meetings of the Directors in coordination with the President, who should be kept informed.

Section 5.

The Directors shall elect the officers of the Corporation other than the Secretary. When vacancies occur, the office may be filled by the remaining Directors at either a special meeting of the Directors or by a telephone conference call of the Directors or by a mail ballot. When a District or At-Large Director vacancy occurs, the Nominating/Executive Committee and/or Board of Directors shall elect a retailer from the same district or make an at-large appointment. This Director shall then begin to serve his/her first three-year term.

Section 6.

No person shall be elected to or hold the office of Director who is not an owner, officer, director, employee or agent of any member company engaged in the sale of sporting goods as a retailer, dealer, or wholesaler. At the next membership anniversary following their election, Directors must become, if not already, Sustaining members of the Association.

Section 7.

The election of officers shall be held at the Annual Board of Directors Meeting and prior to the time the new officers take office, with the new officers to take office at the Annual Industry Meeting.

Section 8.

At all the meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, but a smaller number may adjourn the meeting until another day or hour.

Section 9.

The Chairman of the Board, or in his/her absence the Treasurer/Chairman-Elect, shall preside at all meetings of the Board of Directors, and the Secretary or Assistant Secretary shall act as Secretary of the meeting.

Section 10.

Any member of the Board of Directors absent from a meeting for two consecutive meetings may, upon vote of a majority of the Board of Directors, forfeit his/her position on the Board of Directors.

ARTICLE VI: Officers and Their Duties

Section 1.

The officers of this Corporation shall consist of a Chairman of the Board, Treasurer/Chairman-Elect, President (appointed by the Directors), Assistant Treasurer, Secretary and Assistant Secretary, who are appointed by the President, and who shall perform their usual duties pertaining to their respective offices. Said officers shall hold their offices for two years and until their successors are elected and qualified. The term of office shall commence June 1 following their election at the Annual Board of Directors Meeting. One person may hold office of Secretary and Assistant Treasurer.

Section 2.

No person shall be eligible to the office of Chairman or Treasurer/Chairman-Elect who is not a member and a Director of the Corporation; but the President, Secretary, Assistant Treasurer, and Assistant Secretary need not be Directors or members of the Association. Should the Chairman, Treasurer/Chairman-Elect or any Director at any time cease to be a member of the Corporation, he/she shall thereupon at the same time also cease to be an officer or Director therein.

Section 3.

The Directors of the Corporation may, at any time, by a majority vote, ask for, demand, receive, and accept the resignation of any officer, agent, or employee of this Corporation. Upon his/her refusal to tender such resignation or resign, the majority of said Board of Directors by further special vote in that behalf, may summarily dismiss him/her or them from office and declare his/her office vacant and elect his/her successor. In the event that any officer may voluntarily resign, the Board of Directors may proceed at once to elect his/her successor for the unexpired term.

Section 4.

The Directors may, by resolution, require any and all officers and employees of the Corporation to give a bond or bonds to this Corporation with good and sufficient security for the faithful performance of their respective duties and offices, but the Corporation shall pay the necessary premiums for securing such bonds.

Section 5.

The duties of the officers of this Corporation shall be as follows:

CHAIRMAN:

a] The Chairman shall be the chief elected officer of the Corporation and shall preside at all meetings of the Board of Directors. Immediately following his/her term of office, he/she shall be an ex-officio member of the Board of Directors for the next two years with the right to vote. He/she is also an ex-officio member of all committees and shall tend to promote the welfare of such committees. He/she shall also, at the Annual Management Conference of the Association and at such other times as he/she shall deem proper, communicate to the Association or to the Board of Directors such matters and make such suggestions as may, in his/her opinion, tend to promote and increase the usefulness of the Association. He/she shall perform duties as are necessarily incident to the office of the Chairman of the Board of the Association, or as may be prescribed by the Board of Directors.

b] The Chairman shall also perform such duties as may be assigned to him/her by the Board of Directors or by amendment to these bylaws.

TREASURER/CHAIRMAN-ELECT:

a] The Treasurer/Chairman-Elect shall in the case of death, absence, or inability of the Chairman to act, be vested with all his/her powers and have authority to perform all duties of that office.

b] It shall be the duty of the Treasurer/Chairman-Elect or Assistant Treasurer to keep full and accurate account of the receipts and disbursements of the Corporation in books belonging to the Corporation. He/she shall deposit in such bank or banking institutions as may, from time to time, be selected by the Board of Directors, all funds, monies, and other valuable effects of the Corporation in the name and to the credit of the Corporation.

c] The Treasurer/Chairman-Elect or Assistant Treasurer shall be the chief disbursing officer of the Corporation. He/she shall make proper vouchers and receipts of such disbursements and shall render to the Board of Directors at least annually, and more often if required, a faithful, true, complete, and accurate account of all such transactions.

d] The Treasurer/Chairman-Elect or Assistant Treasurer shall keep the Chairman advised of any expenditures to be incurred or funds to be provided in order that the Chairman may make arrangements for the consummation of such financial affairs.

e] The Treasurer/Chairman-Elect shall also perform such duties as the Board of Directors from time to time directs or requires.

f] The duties of the Treasurer/Chairman-Elect, under the authority of the Board of Directors, may be assigned in whole or in part to the Assistant Treasurer. The funds, books, and vouchers in his/her hands shall, with the exception of confidential reports submitted by members, at all times be subject to verification and inspection by the Board of Directors or their delegates. Such funds, books, vouchers, and other financial records shall be available for inspection by a member when the Board of Directors determines that the requesting member has a proper purpose for desiring to inspect such records. No records shall be withheld under circumstances requiring disclosure under the laws of the State of Missouri.

g] The books and accounts of the Treasurer/Chairman-Elect and Assistant Treasurer shall be audited by a firm of certified public accountants at least once a year.

ASSISTANT TREASURER:

The Assistant Treasurer shall be the Controller of the Corporation, and in the case of death, absence, or inability of the Treasurer/Chairman-Elect to act, perform all of the duties of the Treasurer/Chairman-Elect, and shall at other times perform such duties as the Board of Directors from time to time directs or requires.

PRESIDENT:

a] The President shall be the chief executive officer of the Corporation.

b] The President shall have general supervision and direction over the affairs of the Corporation and shall coordinate the efforts of all the agents and committees of the Corporation and shall assist them in performing the duties properly.

c] The President shall appoint the Secretary, Assistant Secretary, and Assistant Treasurer of the Corporation.

d] The President shall have active management of the operation of the Corporation with authority to engage and discharge the employees and agents of the Association and to fix salaries, except his/her own.

e] The President shall execute, acknowledge, and deliver in the name of the Corporation all deeds, certificates, contracts, or other instruments necessary in carrying on the affairs of this Corporation when he/she is properly authorized to do so.

SECRETARY:

a] It shall be the duty of the Secretary to keep the records and proceedings of any meetings of the Board of Directors and of the members.

b] The Secretary shall have power to affix the seal of the Corporation to any instrument requiring the same, and he/she shall attest the authenticity of such instrument as Secretary of the Corporation when so required.

c] The Secretary shall have custody and be charged with the safekeeping of the seal of the Corporation and of all records, papers, documents, and books of the Corporation.

d] The Secretary shall be appointed by the President. It shall be his/her duty to give notice of all meetings of the Association and all committees and keep a record of their proceedings; to conduct all correspondence and to carry into execution all orders, votes, and resolutions not otherwise committed; to keep a list of the members of the Association; to collect annual dues and subscriptions and to pay them over to the Treasurer or Assistant Treasurer; and to keep records of the staff, employees, and agents of the Association, their salaries, and terms of employment. He/she is under the direct supervision of the President.

e] The Secretary may, from time to time, assign in whole or in part his/her duties to the Assistant Secretary.

ASSISTANT SECRETARY:

In case of the death, absence, or inability of the Secretary to act, the Assistant Secretary shall perform the duties of the Secretary, and at other times shall perform such duties of the Secretary as are assigned to him/her by the Secretary under the authority of the Board of Directors.

ARTICLE VII: Committees

Section 1. Committee on Nominations:

The Nominating Committee will be appointed by the Chairman of the Board with the approval of the Board of Directors and will consist of three (3) Regular Sustaining members, one of whom may be the Chairman. The Immediate Past Chairman will serve as Chairman of the Nominating Committee. The Nominating Committee will submit the names for nomination as Directors to the Board of Directors of the Association. Two or more names will be submitted to fill all the vacancies caused through expiration of term of service or through other cause. Two or more nominees shall be nominated for the office of Director-at-Large. The President shall attend all meetings of the Nominating Committee.

Section 2.

The Executive Committee shall be composed of the Chairman, Treasurer/Chairman-Elect, and Immediate Past Chairman. The Chairman shall be the chairman of the committee and two members shall constitute a quorum. This committee will have the power to act on all Association matters and, by its action, bind the Association during the interim between meetings of the Board of Directors. The President shall attend all meetings of the Executive Committee.

Section 3.

Pursuant to resolution of the Board of Directors adopted at any regular or special meeting thereof, there may be created such other committees of the Corporation as the Board of Directors shall determine and prescribe. Such committees shall exist for such period of time and have such number of members and perform such duties and have such powers as they may specifically be directed to do or perform by the resolution creating said committee or committees. The membership of said committees shall be members of the Corporation, and they shall be appointed in such matter and by such officer as the resolution creating the committee shall prescribe.

ARTICLE VIII: Checks, Notes, and Bonds

Section 1.

All monies and bonds belonging to this Corporation shall be deposited in such bank or banking institutions as shall be selected by the Board of Directors. Withdrawal from such bank accounts shall be by such officer or officers designated by the Board of Directors.

Section 2.

Any notes or bonds of the Corporation that may, at any time, be authorized and issued in the name of the Corporation shall be executed by the Chairman or Treasurer/Chairman-Elect and Secretary and shall have the corporate seal attached thereto. No notes or bonds, however, shall be executed or issued unless and until they are duly and properly authorized by a proper vote of the Board of Directors.

ARTICLE IX: Resignation

Section 1.

Any Member, Director, or officer of this Corporation may resign at any time. Such resignation shall be made in writing and shall take effect from the time of its presentation.

ARTICLE X: Seal

Section 1.

The Corporation shall have a corporate seal, which shall be identified by the following words thereon:

**NATIONAL SPORTING GOODS ASSOCIATION
A Missouri Not-For-Profit Corporation**

ARTICLE XI: Meeting Notice

Section 1.

Whenever any notice is required by the laws of the states of Missouri or Illinois, or by the bylaws of this Corporation to be given by the delivery of the notice personally to such Director or Member, such notice may be deposited in any United States Post Office or mail box in a sealed, post-paid wrapper, properly addressed to the last known address of such Director or Member, or by publishing the same in the official publication of the Corporation and thereafter depositing a copy of any such publication in any United States Post Office or mail box in a sealed, post-paid wrapper, properly addressed to the last known address of such Director or Member, and the notice shall be deemed to be given as of the time of the mailing thereof, but must be at least three (3) days prior to any meeting.

Section 2.

Any Member or Director may, at any time, waive any notice required to be given by these bylaws.

ARTICLE XII: Borrowing Money and Mortgages

Section 1.

The Board of Directors may borrow money to be used solely for the purpose of the Corporation and may pledge or mortgage the property of the Corporation therefore. The Board of Directors may authorize the Secretary of the Corporation to act on behalf of the Corporation.

ARTICLE XIII: Amendment of Bylaws

Section 1.

The bylaws and any part thereof may be modified, altered, repealed, amended, abridged, added to, changed, enlarged, or diminished at any meeting of the Board of Directors upon the affirmative vote of the majority of the Board of Directors present at such meeting. Except in the case of Article II, Section 2 which shall receive a unanimous vote of the entire Board of Directors before two annual written ballots.

ARTICLE XIV: Fiscal Year

Section 1.

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Arkansas Discretionary Questionnaire

1. Name and address of the group/association.

National Sporting Goods Association

1601 Feehanville Drive – Suite 300 Mt. Prospect, IL 60056

2. Is this group incorporated?

Yes

No

If so, give state of incorporation. MISSOURI

3. Is there a current office in Arkansas?

Yes

No

4. Does the Arkansas part of the organization have any officers, committees, or chapters?

Yes

No

If so, give details.

5. Are annual dues charged?

Yes

No

If so, specify amount.

Retailers: \$125 - \$685

Manufacturers: \$545 - \$975

Industry Associates: \$345

Online: \$80 - \$120

6. What are the specific activities of the organization?

Promoting Association membership with benefits and services; information and research; education; magazine and online newsletters; Annual Management Conference + Team Dealer Summit.

7. What benefits are provided to the members in addition to insurance? PLEASE ATTACH BROCHURES ON THE BENEFITS.

Master Card/VISA credit card program; FedEx and shipping discounts; Business product liability and workers' comp insurance; Career Builder; GGE money; consumer financing; EAS security tagging products; gift/loyalty cards and check authorization; store fixtures.
Brochures are attached. Yes No

8. What qualifies an individual for membership?

Being actively engaged in making or selling equipment footwear or apparel used in sports, fitness or recreational activities.

9. How are members recruited? If by mailing list, advise the source of this list.

Association website; personal contact at trade shows and industry events; mailings using NSGA database.

10. Attach a copy of the organization by-laws.

By-laws are attached.

Yes No

11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.

Please indicate if list of dues paying Arkansas members and addresses are attached.

Yes No

12. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Yes No

Members for Arkansas

Total: 10
as of 9.8.09

Class	ID	Contact	Organization Name	Address	City Line	Phone	Fax
MBR-Retailer	208014	Rodney Jumper	ALLSTAR SPORTING GOODS INC	1709 Paragould Plz	Paragould, AR 72450	(870)239-5109	(870)239-9025
MBR-Online	232931	Richard Craft	GELCO OUTDOORS	4600 S Zero St	Ft Smith, AR 72903	(479)646-2402	(479)646-0941
MBR-Retailer	14111	Eugene Lockwood	GENE LOCKWOOD'S SPORTMART	12101 W Markham St	Little Rock, AR 72211-2713	(501)227-7678	(501)227-7378
MBR-Retailer	87921	Jeff Ulmer	INTERMOUNTAIN RESOURCES USA	3856 Hwy 88 E	Mena, AR 71953	(602)325-9342	
MBR-Retailer	8489	Jonsye Bailey	MIDWEST SPORTING GOODS	1310 S Zero St	Ft Smith, AR 72901	(479)649-9955	(479)649-0080
MBR-Mfr	9063	Janet Franklin	OUTDOOR CAP CO INC	1200 Melissa Dr	Bentonville, AR 72712	(866)776-6774	(866)776-1010
MBR-Online	225358	Mark Leonard	OUTSKIRTS OUTDOORS	3600 Market Place	Bryant, AR 72022	(501)653-2522	(501)653-2969
MBR-ADA	12485	Reggie Speights	SOUTHWEST SPORTING GOODS CO INC	115 S 6th St	Arkadelphia, AR 71923-0471	(870)246-2311	(870)246-3932
MBR-Retailer	10572	Jim Blake	SPORT SHOP	1212 Military Rd	Benton, AR 72018-1055	(501)315-1212	(501)315-1212
MBR-Retailer	12745	Jay Rogers	SPORTSTOP INC THE	10720 Rodney Parham Rd	Little Rock, AR 72212-4160	(501)224-4033	(501)224-4210

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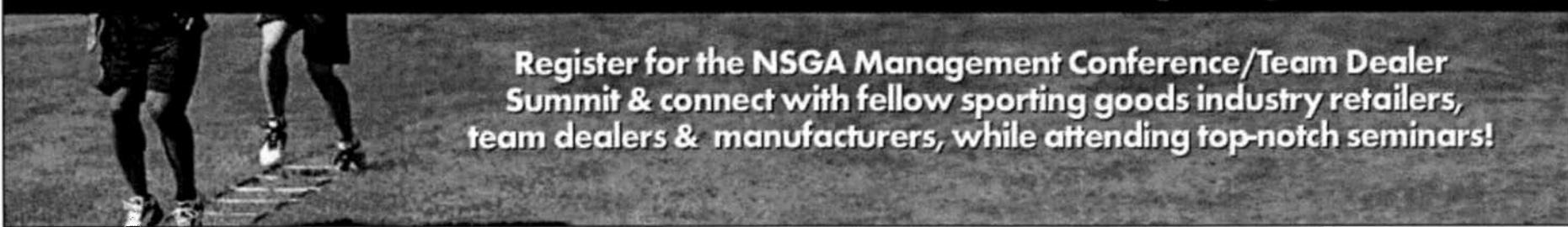
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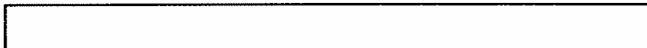
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Welcome to NSGA

"Serving the Sporting Goods Industry Since 1929"

December 23, 2009

Here's Why Companies Like Yours Join NSGA



2010 Management Conference & Team Dealer Summit

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May 2-5, 2010
Saddlebrook Resort Tampa
Wesley Chapel, Florida

Latest Industry News

▶ **October Sporting Goods Store Sales Strong**

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▶ **Sporting Goods Industry Hall of Fame Elects Four – to be inducted at Conference & Summit next May**

Join NSGA Today!

Looking for a job in the sporting goods industry? Need to fill a job? Visit NSGA's Job Center and get started today. NSGA Members save 5% on all job postings.

powered by **careerbuilder.com**



Elavon



For sponsorship and scholarship opportunities [CLICK HERE](#) or contact Paul Prince at (800) 815-5422 x132 or p prince@nsga.org.

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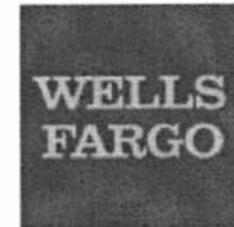
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NSGA along with **Wells Fargo Insurance Services** is introducing a new integrated health plan that addresses escalating health care costs for members of NSGA.

For more information [CLICK HERE](#)

Retailers: Are you PCI Compliant? VISA has mandated that all processors confirm that all merchants are PCI compliant by 2010. For more information and for a rate comparison [CLICK HERE](#)



Skywax.com provides **NSGA** members with exclusive discounts on website design and hosting services. [CLICK HERE](#)

FOR SPORTS TICKETS.

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Retailer/Dealer/Wholesaler Member Benefits

Home > Member Benefits > Retailer/Dealer/Wholesaler Member Benefits

Join NSGA Now!

*This membership is available to retailers/wholesalers only.

Service/consulting/research oriented businesses should see "Industry Associate" membership category*

- ▶ Cost of Doing Business Survey - Exclusive to NSGA & provides a benchmark for comparing your store's financial performance to other sporting goods and specialty retailers/dealers. Printed version is not available to Online members.
- ▶ Industry Event & Trade Show Schedule
- ▶ Information Center's "Dan, The Answer Man" - NSGA information specialist receives more than 10,000 calls, e-mails, faxes and letters from members each year, requesting information on hard-to-find products, industry trends and statistics, online research, new product information . . . virtually anything related to the sporting goods industry.
- ▶ Learning Center - Valuable webcasts, training & reading resources as well as educational event info.
- ▶ Management Conference & Team Dealer Summit - The industry's premier networking and educational event. Covering topics such as retailer/dealer & vendor relations, sales tools, technology, employee benefits . . . and more. This Conference is designed with the executive in mind. The Conference also features evening networking receptions and golf tournaments. Members are given priority registration.
- ▶ NSGA Sporting Goods Buying Guide - Includes 5,000+ sporting goods manufacturers. Products are divided into more than 70 major categories and 1,200 sub-categories. The Guide also includes a directory of sales agents, wholesalers, and buying groups. The printed version features a special discounted coupon section, and is updated every 2 years. The online version is updated weekly, and is available 24 hours a day on our website. Printed version is not available to Online members.

- ▶ New Product Directory
- ▶ Newsletters & Publications - Access to free & discounted industry newsletters & publications.
- ▶ Research - Participation studies, cost-analysis reports, consumer purchases...and more. Discounted pricing available to members.
- ▶ Running a Sporting Goods Business - There is no way to eliminate all the risks associated with starting and running a business, but you can improve your chances of success with good planning, preparation, and dependable resources. Featuring POS comparison, employee manual...and more.
- ▶ Wholesaler Directory - Obtaining product can be a real challenge. Some manufacturers limit the new accounts they will open. Others have minimum quantities too large for your needs and you are challenged to find alternatives. In response, we will provide wholesaler information where you may find equivalent or similar products and ordering requirements are included.

Discounted/Specialized Services:

- ▶ Business Product Liability Insurance
- ▶ Consumer Financing
- ▶ Credit Card Processing
- ▶ Freight Shipping
- ▶ Health Insurance
- ▶ Jobs (post a job, search for a job, add/view resumes...and more)
- ▶ Shipping (overnight, inbound, outbound, commercial, or residential)
- ▶ Store Display & Design Services
- ▶ Store Security (EAS) Tagging Products
- ▶ Technology Solutions
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- ▶ [Information Center's "Dan, The Answer Man" - NSGA information specialist receives more than 10,000 calls, e-mails, faxes and letters from members each year, requesting information on hard-to-find products, industry trends and statistics, online research, new product information . . . virtually anything related to the sporting goods industry.](#)
- ▶ [Management Conference & Team Dealer Summit - The industry's premier networking and educational event. Covering topics such as retailer/dealer & vendor relations, sales tools, technology, employee benefits . . . and more. This Conference is designed with the executive in mind. The Conference also features evening networking receptions and golf tournaments.](#)
- ▶ [New Product Directory Listing - The listing includes up to 4 color photos, product descriptions, and contact and company information, including a link to your website. Your company page can be updated as needed.](#)
- ▶ [Newsletters & Publications - Access to free & discounted industry newsletters & publications.](#)

- ▶ Research - Participation studies, cost-analysis reports, consumer purchases...and more. Discounted pricing available to members.
- ▶ NSGA Sporting Goods Buying Guide - Manufacturer members are provided with a listing. The Guide is used by thousands of retailers/dealers annually.
- ▶ The Sporting Goods Market Report - Annual consumer survey of 100,000 U.S. households, and is the most comprehensive research available on consumer purchases of sports equipment, footwear and clothing.

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- ▶ Workers' Compensation Insurance

- ▶ Industry Event & Trade Show Schedule

- ▶ Information Center 's "Dan, The Answer Man" - NSGA information specialist receives more than 10,000 requests from members each year, asking for help with hard-to-find products, industry trends, statistics, online research, new product information . . . virtually anything related to the sporting goods industry.

- ▶ Management Conference & Team Dealer Summit - The industry's premier networking and educational event. Covering topics such as retailer/dealer & vendor relations, sales tools, technology, employee benefits . . . and more. This Conference is designed with the executive in mind. The Conference also features evening networking receptions and golf tournaments. Discounted registration fee of \$805 per person for sales agent members.

- ▶ Newsletters & Publications - Access to free & discounted industry newsletters & publications.

- ▶ Research - Participation studies, cost-analysis reports, consumer purchases...and more. Discounted pricing available to members.

- ▶ Sporting Goods Buying Guide - Sales Agent members are provided with a listing that includes complete contact and company information, as well as lines carried and your territory. The Guide is used by thousands of retailers annually.

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Industry Event & Trade Show Schedule

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The Industry Event & Trade Show Schedule includes dates, locations, show contact info...and more!

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Information Center's "Dan, The Answer Man" Q & A

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Join NSGA Now!

NSGA's Information Center features "Dan, The Answer Man". Contact Dan Kasen for virtually any question related to sporting goods. Below is just a sampling of the actual Q & A's provided by Dan. NSGA Members can send Dan unlimited questions, make a request for hard to locate products and/or companies, etc. Let Dan work for you!

Q. Dan - Can you provide me with a company that makes the inflatable entrances for stadiums. You may have given me a company about ten years ago but for the life of me I can't find it. It's those inflatables were, for example, football players run through to get out onto the field.

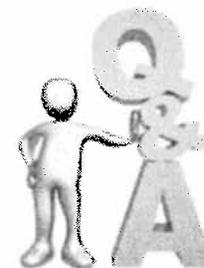
Dan Says - Inflatable entranceways can really get the fans pumped up. Excuse the pun. Now they are used for a lot of different events besides football games. Three companies to contact are Inflatable Design Group, El Cajon, CA, Ph. 619-596-6100, <http://www.inflatabledesigngroup.com>; Sports Central Creations, Pomona, CA, Ph. 909-548-3910, <http://www.sportscentralcreations.com>; and Big Productions, Inc., Westlake, Oh, Ph. 440-835-8033, <http://www.bigproductionsinc.com>.

Q. Dan - I'm looking for a women's hooded t-shirt (it is like a hooded sweatshirt, but made of a very light weight material). The sources that I have either have limited color options or they have discontinued them. Not sure if any other companies maAppreciate the help. ke something similar.

Dan Says - There are still several companies that are doing women's hooded t-shirts. Contact Kavio, Commerce, CA, Ph. 888/586-9989, www.kavio.com; LAT Sportswear, Ball Ground, GA, Ph. 800-414-5650, www.latsportswear.com; Sanmar, Issaquah, WA, Ph. 800-426-6399. www.sanmar.com.

Q. Dan - Where can I find a distribution company for magazines? For the life of me, I can't find anything on line! I am opening a women's athletic apparel store and would like to carry women's health magazines. Thanks!

Dan Says - There has been a lot of consolidation in the magazine industry but one company to contact is Source Interlink Companies, Bonita Springs, FL, Ph. 866-888-5389, www.sourceinterlink.com.



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- ◆ a focus on the solution, and not the problem
- ◆ fresh thinking instead of strictly relying on past experiences

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New Product Directory

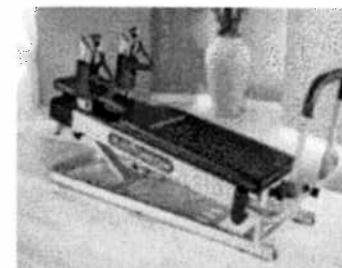
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The New Product Directory features hundreds of new & innovative products. Each company listing also includes complete contact information. NSGA members with product/services are encouraged to add a company page and highlight them.

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- ▶ [Baseball](#)
- ▶ [Basketball](#)
- ▶ [Biking](#)
- ▶ [Boxing](#)
- ▶ [Business Services](#)
- ▶ [Cheerleading](#)
- ▶ [Embroidery & Screenprinting](#)
- ▶ [Extreme Sports](#)
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- ▶ [Footwear](#)
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Pliates Power Gym



**Visit the Fitness Quest
new product directory page
for more details**

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Newsletters & Publications

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NSGA membership includes access to informational newsletters & publications! We have also teamed up with industry publishers to offer members free & discounted subscriptions.



- ▶ *NSGA Retail Focus* (Mbrs Only)
 - ▶ *NSGA Footwear newsletter* (Mbrs Only)
 - ▶ *NSGA Golf newsletter* (Mbrs Only)
 - ▶ *NSGA Research newsletter*
 - ▶ *NSGA Sporting Goods Alert newsletter*
 - ▶ *NSGA Team Line-Up: College Rule Changes* (Mbrs Only)
 - ▶ *NSGA Team Line-Up: Highschool Rule Changes* (Mbrs Only)
- ▶ *Sporting Goods Intelligence newsletter* - SGI delivers the news and analysis that matters, focused on the sporting goods marketplace and the emerging retail landscape. *NSGA Retailer/Dealer Members: Take \$200 off the subscription rate of \$495...making an annual e-mail subscription only \$295!*
- ▶ *Sporting Goods Business* - Monthly issues cover the entire sporting goods industry, from how to better run a retail store and sell more merchandise to product information including, footwear, apparel, equipment and accessories. *NSGA Retailer/Dealer Members: Free and limited subscriptions.*
 - ▶ *Sporting Goods Dealer* - Bimonthly issues cover industry insiders, new products and merchandising trends affecting team dealers and retailers who serve schools, colleges, consumers, pro and local team and organizations. *NSGA Retailer/Dealer Members: Free and unlimited subscriptions.*

▶ **Subscribe!**

- ▶ *Sports Executive Weekly* - Offers more in-depth analysis and insight on the news of the week and also provides additional feature stories and commentary covering the broader issues of the sporting goods, athletic footwear, and athletic apparel markets. The subscription for *Sports Executive Weekly* is normally offered at \$429 per year. *NSGA Retailer/Dealer Members*: Take 20% off annual subscription rate and pay just \$343.20!

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Running a Sporting Goods Business

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The Basics...Before you open shop:

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What business option are you considering?

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Whether you are new to retail, or have been in business 20 years:

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NSGA Sporting Goods Buying Guide

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The NSGA Sporting Goods Buying Guide is an online search that includes . . .

- ▶ [Manufacturers & their contact info \(Member Only\)](#)
- ▶ [Product & category search of tens of thousands of items \(Member Only\)](#)
- ▶ [Sales Agents & lines carried \(Member Only\)](#)
- ▶ [Wholesalers - - including a wholesaler directory & contact information \(Member Only\)](#)
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NSGA Wholesaler Directory

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The NSGA Wholesale Directory features 20 sporting goods categories. Each listing includes important information regarding the requirements and minimums that a specific wholesaler requests when you are looking to place an order. Join NSGA and get immediate access!

Take a sneak peek!

- ▶ [Accessories](#)
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- ▶ Licensed Products
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- ▶ Screenprinting & Embroidery
- ▶ Ski & Snowboard
- ▶ Team Apparel & Uniforms
- ▶ Team Equipment & Accessories
- ▶ Toys & Gifts
- ▶ Water Sports

The NSGA Wholesaler Directory includes

💡 **Sporting goods wholesalers who are willing to take on new accounts. . . TODAY!**

💡 **Products sold**

💡 **General ordering information/requirements**

💡 **Complete contact information including phone, fax, e-mail & website**

Why is This Directory Important?

We have heard from many of our members that sourcing product is one of the greatest challenges. Either the manufacturer will not sell to you, or the minimum quantities are too large. In response to your challenge, we have compiled the *NSGA Wholesaler Directory*. Wholesalers will generally sell items for more than going direct to manufacturers. But the minimum quantities are so much less, so you can purchase small quantities of several different types of merchandise and not be forced to tie up a large amount of your money in one product category or product. Please note that this is not a comprehensive listing of all sporting goods wholesalers in the industry, but of those that are accepting new retail accounts, and have provided NSGA with necessary information to be included in this listing.

▶ **Sample Listing: Wholesaler Directory**

▶ **Submit Wholesaler Directory Listing**

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Consumer Financing

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GE Money provides sporting goods businesses with instant consumer financing solutions. With GE Money, sporting goods businesses can boost their sales of equipment and accessories by offering their customers financing options. GE Money offers credit decisions made in seconds and simple, automated processes – *at a special discount available for NSGA members.*

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Credit Card Processing Program

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- ▶ No monthly statement fees
- ▶ No set-up/application fees . . . No hidden fees!
- ▶ No equipment reprogramming fee (excluding pin pads)
- ▶ Custom pricing proposals to meet your specific needs
- ▶ Automatic deposit
- ▶ Fast credit for deposits
- ▶ 24/7/365 technical support
- ▶ Free web-based reporting
- ▶ Free statement analysis
- ▶ All card type acceptance supported
- ▶ We support Quickbooks, most software and equipment reprogramming

Elavon is the preferred provider of credit card processing for NSGA. We have successfully served NSGA members since 2000. PCI non-compliance will result in additional monthly fees and eventual removal from the VISA network. Elavon will ensure that you are compliant and in good standing. Please contact Elavon at 800-377-3962 to find out how your business can obtain competitive pricing on MasterCard/VISA bank card processing, Discover, AMEX, point of sale equipment, software and much more.

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UPS FreightSM



PartnerShip and NSGA have teamed up to offer NSGA Members great savings on inbound and outbound freight/LTL shipments with UPS FreightSM and YRC, as well as specialized services for tradeshow shipping and high-volume LTL shippers. Best of all, these discounts are free, and feature no shipping minimums, requirements, or obligations.

YRC

- ▶ Save 66% on interstate and intrastate inbound collect and outbound prepaid shipments.
- ▶ Save 66% on all third party shipments.
- ▶ Save 66% on direct cross border shipments into and out of Canada.
- ▶ Free rate quotes, free freight bill auditing, and free routing management services.

UPS FreightSM

- ▶ Save 66% on interstate and intrastate inbound collect and outbound prepaid shipments.
- ▶ Save 66% on all third party shipments.
- ▶ Free rate quotes, free freight bill auditing, and free routing management services.

PartnerShip Tradeshow Direct

- ▶ A special service designed to drastically reduce your shipping costs to and from tradeshows, providing you with exceptional savings compared to decorator shipping rates.

PartnerShip Select Services

- ▶ This service offers high-volume LTL freight shippers a full suite of individualized logistics management services, in addition to increased discounts off of carrier base rates – *save a minimum of 68%*.
- ▶ Save valuable staff time and significantly increase efficiencies across your purchasing, shipping, and accounting departments.

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Business & Product Liability Insurance

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Join NSGA Now!



Emery & Webb provides NSGA members a comprehensive business insurance program specifically designed for retail sporting goods stores. Special pricing and coverages are designed to fit the unique needs of sporting goods and specialty stores.

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Shipping (overnight, inbound, outbound, commercial, or residential)

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Join NSGA Now!



PartnerShip, LLC and NSGA have teamed up to offer NSGA members great savings on shipments with FedEx®. FedEx has the bases covered for all your shipments - - whether it's overnight, inbound, outbound, commercial, or residential. FedEx delivers expertise, great service and greater value for all your shipping needs, virtually anytime, anywhere. Members enrolled in the program save an average of over \$1,200 annually! That's far more than your annual membership dues! And all these discounts are free, and feature no shipping minimums, requirements or obligations.

FedEx Ground®

- ▶ Save 15% on packages weighing 1-15 lbs.
- ▶ Save 20% on packages weighing 16-30 lbs.
- ▶ Save 25% on packages weighing 31-150 lbs.

FedEx Express®

- ▶ Save up to 29%* on letter shipments
- ▶ Save up to 24%* on next day/second day shipments
- ▶ Save up to 30%* on international discounts

* Includes a bonus 5% online processing discount.

FedEx Home Delivery®

- ▶ Save 5% on packages weighing 1-20 lbs.

- ▶ Save 10% on packages weighing 21-70 lbs.

NSGA Vendor List Program®

- ▶ Expand your shipping savings today, and take control of your inbound shipping costs from vendors/suppliers. PartnerShip offers the NSGA Vendor List to help NSGA retailer/dealer members save on all inbound shipments from your vendors - stop paying more for these shipments than you should!
- ▶ Simply check off the vendors that you commonly receive merchandise from, and PartnerShip will contact them to have all future orders shipped collect, billed directly to your account at your discounted, NSGA rate. Your inbound shipping costs will go down, and your bottom line will improve!

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Store Display & Design Services

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Join NSGA Now!



Joslin Displays specializes in retail store design and displays. Members receive a special member discount of 10% off all store fixtures, display materials and seasonal decorations. Joslin's inventory includes; display mannequins, store mannequins, store display fixtures, retail store displays, store fixtures, showcases, garment racks, and store supplies. Joslin has been in business since 1893! Joslin also provides custom woodworking, metal fixtures and plexi displays.

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Store Security (EAS) Tagging

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Join NSGA Now!



ADT Security Services, Inc. offers NSGA members a 15% discount on the following electronic article surveillance (EAS) products: detection, deactivation and detacher hardware. ADT/Sensormatic EAS systems are designed to help retailers increase their sales and profits by reducing shoplifting and increasing open merchandising opportunities. Representing a full range of EAS technologies, Sensormatic systems are engineered and manufactured for superb detection and deactivation performance, durability, ease-of-use, and aesthetics. Sensormatic EAS systems include the world renowned Ultra*Max Acousto-Magnetic technology, the technology of choice for many of the world's largest retailers. Sensormatic brand EAS systems are used by all types of retailers to deter shoplifting and internal theft. Sensormatic EAS labels are applied through source tagging - a process where consumer goods companies apply anti-shoplifting tags at the point of packaging or manufacturing - than any other brand.

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Technology Solutions

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Join NSGA Now!



IBM, through their new Technology Offerings Program (TOP), provides NSGA members with up-to-the-minute information on industry and regulatory trends, technology insights, and best practices - along with right-sized solutions which meet your needs. Drawing on expertise from around the world, IBM can offer a wide range of solutions, technologies, and services that can help enable you to take full advantage of this new era of innovation.

- ▶ Cutting-edge Webinars
- ▶ POS solutions with 100 hours of free service
- ▶ PCI compliance assessments starting at \$2,250
- ▶ Integrated merchandising solutions with 25% off software and 10% off hardware and services
- ▶ Business intelligence solutions with free Aberdeen whitepaper and 20% discount on software and services
- ▶ Save up to 15% on Lenovo PCs

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Website Design & Hosting Services

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Join NSGA Now!



Skywax.com provides NSGA members with exclusive discounts on website design and hosting!

As an exclusive NSGA member benefit, a professional graphic artist at Skywax will design your custom website for only \$80! Have your site hosted and update your content easily for just \$20 a month!

Getting started is as easy as 1-2-3.

- 1. Sign Up:** Set up your Skywax account and choose your domain name (e.g.: [www.leftysports.com](#)). E-mail your logos, pictures, color preferences and suggestions for the design of your site. The Skywax design team will contact you and get started right away. Your custom website will be designed by a professional graphic designer in about a week.
- 2. Approval:** Skywax will e-mail you a concept design for your review and will make any necessary changes you request before publishing your site.
- 3. Activation:** Once you approve, Skywax will activate your site and provide you with your login information. You will then have full access to manage and edit your website content.

There are no contracts to sign; just pay as you go. Should you decide to terminate your Skywax account, the company will take the site down with no further obligation on your part.

For more information, go to www.skywax.com call 913.681.2517 or email at info@skywax.com.

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Workers' Compensation Insurance

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Join NSGA Now!

Emery & Webb has been providing NSGA members with insurance for nearly 15 years!

- ▶ Flexible interest-free payment options
- ▶ Free loss control services
- ▶ Expert claims and customer service
- ▶ Program is not available in all states

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TRUSTMARK LIFE INSURANCE COMPANY
(Herein "Trustmark")
400 Field Drive - Lake Forest, Illinois 60045-2581
Telephone: (847) 615-1500; Facsimile (847) 615-3908

APPLICATION FOR INSURANCE

Application is made to TRUSTMARK for group insurance to provide the coverages indicated below for the members of the association.

Full Legal Name of proposed Policyholder: National Sporting Goods Association Insurance Trust
(The names of any subsidiary and/or affiliated companies must also be included)

Legal Street Address (do not use P.O. Box): 1601 Feehanville Drive – Suite 300

City: Mt. Prospect State: IL Zip Code: 60056

Telephone Number: 847 296 6742 Facsimile Number: 847 391 9829

Nature of Business: Trade Association

Tax I.D. # 27-6257059

INDICATE BELOW ALL OF THE COVERAGES TRUSTMARK CAN OFFER TO THE ASSOCIATION MEMBERSHIP:

X	Life Insurance	X	Comprehensive Medical
N/A	Dependent Life Insurance	X	Dental
X	Accidental Death and Dismemberment	N/A	Vision Care
N/A	Weekly Disability Income	X	Prescription Drug

The proposed effective date of this group insurance is: July 1, 2009

AGREEMENTS

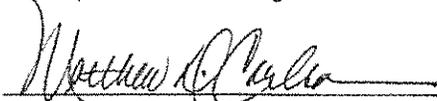
The signature of the proposed Policyholder on this Application constitutes acceptance of the Policy by the proposed Policyholder. To the knowledge and belief of the proposed Policyholder, all statements in this Application are true and complete. The undersigned is authorized by the proposed Policyholder to make representations on its behalf based on a thorough investigation and a complete review of all legally available sources, and the undersigned will accept the responsibility of making decisions on behalf of the members regarding their insurance coverage.

I have read the completed Application and I agree that any false statements or misrepresentation in the Application may result in loss of coverage under the Policy.

Trustmark shall issue to the Trust a policy and certificate approved by the appropriate regulatory authority of the state in which the Trust is situated. The policy and certificates of insurance shall be filed by Trustmark for approval in other states as required by law. State variations of the policy and certificate of insurance, if any, shall be retained on file by Trustmark and are available to the Trustees upon request.

FRAUD WARNING

Any person who knowingly and with intent to defraud an insurer files an application or statement of claim containing false, incomplete or misleading information may be guilty of insurance fraud, which is a crime.



Signature of Company's Authorized Officer

12/1/09

Date



Signature of Trustmark Representative

12/4/09

Date

Alabama	11
Alaska	1
Arizona	17
Arkansas	10
California	116
Colorado	34
Connecticut	17
D.C.	3
Delaware	5
Florida	53
Georgia	35
Hawaii	2
Idaho	5
Illinois	84
Indiana	32
Iowa	21
Kansas	16
Kentucky	15
Louisiana	16
Maine	8
Maryland	22
Massachusetts	49
Michigan	43
Minnesota	26
Mississippi	7
Missouri	34
Montana	9
Nebraska	10
Nevada	6
New Hampshire	10
New Jersey	40
New Mexico	3
New York	89
North Carolina	35
North Dakota	2
Ohio	74
Oklahoma	13
Oregon	17
Pennsylvania	44
Rhode Island	4
South Carolina	12
South Dakota	2
Tennessee	23
Texas	76
Utah	12
Vermont	1
Virginia	30
Washington	28
West Virginia	0
Wisconsin	33
Wyoming	5

Trustmark

Insurance Companies

Law Department

Phone 847.615.1500
Fax 847.615.3872

December 23, 2009

RE: Informational Letter – Expansion of bona fide association product offering
Trustmark Life Insurance Company
FEIN# 36-3421358; NAIC# 276-62863
Filing Number: 9.00277 – BFA FILING National Sporting Goods Association (NSGA)
Form Numbers: AXX/K Policy and AXX/C Certificate

Dear Ms. Minor:

Your Department approved the above-referenced Certificate and Policy of insurance, form AXX/C and AXX/K, on May 22, 2003. Your Department on June 3, 2008 approved the most recent revisions to the matrix paragraphs for these forms. With each of these forms filings, we apprised Your Department that the forms were for use with particular bona fide associations.

We would like to market the above-referenced forms with National Sporting Goods Association (NSGA), which we believe meets the criteria of a bona fide association.

The forms will be revised only to reflect the new bona fide association and plan administrator. All forms will otherwise remain unaltered from the version approved by your Department.

In addition to the Arkansas Questionnaire, we would like to offer supporting documentation. Please find a signed certificate certifying that National Sporting Goods Association is a bona fide association, the Charter of Incorporation, Bylaws and Trust Agreement for your review. Membership material and a list of the number of members by state have also been provided.

Should you require any additional information in order to approve this request, please feel free to contact me at (800) 666-6977, extension 32406 or at my email address paula.bures@trustmarkins.com.

Sincerely,



Paula Bures
Regulatory Advocacy Analyst I
The Trustmark Companies