

CERTIFICATE OF LIMITED PARTNERSHIP

FOR

6th STREET GYM,
a Limited Partnership

This Certificate of Limited Partnership is prepared and filed under Section 53-208 of the Idaho Code.

1. NAME. The name of the Partnership is 6th STREET GYM, a limited partnership.

2. BUSINESS. The business of the Partnership shall be:

A. To operate a health club; and

B. To do any and all things incidental or related to any of the purposes stated above.

3. NAME AND ADDRESS OF REGISTERED AGENT. The registered agent of the Partnership shall be Colleen Coyne whose address is 6th Street and Leadville Avenue, Ketchum, Idaho (mailing address: P. O. Box 2062, Ketchum, Idaho 83340).

4. PARTNERS. The name and business address of each member of the Partnership is stated in Exhibit "A" attached hereto and incorporated herein by reference.

5. CAPITAL CONTRIBUTION. The capital contributed by each member of the Partnership is stated in Exhibit "A" attached hereto and incorporated herein by reference.

6. ADDITIONAL CAPITAL CONTRIBUTIONS. No partner has agreed to make additional capital contributions at any time or on the happening of any event.

7. TRANSFER OF UNIT OF INTEREST. The right of a Limited Partner to assign his interest in the Partnership is restricted as follows:

A. The assignee must meet all of the requirements applicable to an Additional Limited Partner for a Limited Partnership Interest and consents in writing in form satisfactory to the General Partner to be bound by the terms of the Partnership Agreement as if he were an Additional Limited Partner;

B. The Limited Partner shall give written notice of his desire to sell or assign to the Partnership and to each of the Partners. The Notice shall set forth the

purchaser's name, the terms on which the Interest is to be sold or exchanged, and the price. For thirty (30) days after the notice is give, the General Partner shall have the right to purchase the Interest for the price and on the terms stated in the notice.

If the General Partner does not exercise the right to purchase the Interest, that right shall be given to the other Partners for an additional thirty (30) day period, beginning on the day that the General Partner's right to purchase expires. Each of the other Partners shall have the right to purchase, on the same terms, a part of the Interest of the offering Limited Partner in the proportion that the other Partner's capital account bears to the total capital accounts of all the Partners who wish to participate in the purchase, provided, however, that the participating Partners may not, in the aggregate, purchase less than the entire Interest of the offering Partner.

If neither the General Partner nor the other Partners exercise their rights to purchase the Interest, the offering partner may, within one hundred eighty (180) days from the date the notice is give and on the terms and conditions stated in the notice, sell or exchange his Interest to the purchaser named in the notice.

C. Immediately after the effective date of the assignment, neither the assignee nor the assignor, if the assignor has retained any part of his Interest, shall hold an Interest in the Partnership that represents a Capital Contribution that is not an even multiple of \$1,000;

D. The General Partner consents in writing to the assignment, which consent shall be withheld only if such assignment does not comply with paragraphs A, B or C, would jeopardize the status of the Partnership as a partnership for Federal income tax purposes, or would violate, or cause the Partnership to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable Federal or state securities law;

E. If requested by the General Partner, an opinion from counsel for the Partnership is delivered to the General Partner stating that, in the opinion of said counsel, such assignment would not jeopardize the status of the Partnership as a partnership for Federal income tax purposes, and would not violate, nor cause the Partnership to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable Federal or state securities law; and

F. The assignor has paid in full, in cash, his Capital Contribution.

8. TERMINATION OF MEMBERSHIP. No partner may terminate his membership in the Partnership except a General Partner may resign or withdraw voluntarily from the Partnership as a General Partner provided he has obtained (i) the consent of a majority in interest of the Limited Partners (other than the General Partner or any of its Affiliates); (ii) one or more successor general partners (to whom the resigning General Partner shall assign its Interest as general partner in the Partnership) satisfactory to a majority in interest of the Limited Partners (other than the General Partner or any of its Affiliates); and (iii) an opinion of the Partnership's counsel that such resignation or withdrawal would not subject the Partnership to federal income taxation as an association taxable as a corporation and not as a partnership.

9. DISTRIBUTIONS. No right is given a Limited Partner to demand and receive property or cash from the Partnership except a partner is entitled to demand and receive his proportionate share of distributable cash as soon as practicable.

10. RETURN OF CONTRIBUTIONS. No time is agreed on when the contribution of any Limited Partner is to be returned.

11. DISSOLUTION. The Partnership shall continue in effect until December 31, 1994, unless sooner terminated upon the occurrence of any of the following events:

a. the passage of 90 days after the dissolution or bankruptcy of the General Partner, unless the Limited Partners elect to carry on the business of the Partnership;

b. the sale of all or substantially all of the Partnership's assets as permitted by this Agreement; or

c. termination required by operation of law.

12. CONTINUATION OF BUSINESS. The remaining general partners have the right to continue the business of the partnership in the event of withdrawal of a general partner.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Certificate of Limited Partnership as of the 27th day of December, 1984.

6th STREET GYM, a limited partnership

By CLASS, INC., an Idaho corporation, the General Partner

By Colleen Coyne
Colleen Coyne
President

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 27th day of December, 1984, personally appeared before me COLLEEN COYNE, to be known to be the President of CLASS, INC., the corporation which is a Partner of 6th STREET GYM, a limited partnership, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal.

Christine A. Relf
Notary Public for Idaho
Residing at Hailey

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EXHIBIT "A" TO
CERTIFICATE OF LIMITED PARTNERSHIP
FOR 6th STREET GYM, A
LIMITED PARTNERSHIP

The names and business address of each member of the Partnership and the capital to be contributed by each are as follows:

<u>NAME/ADDRESS</u>	<u>CAPITAL CONTRIBUTIONS</u>
<u>GENERAL PARTNER:</u>	
Class, Inc., an Idaho corporation Post Office Box 2062 Ketchum, Idaho 83340	\$20,000.00
<u>INITIAL LIMITED PARTNER:</u>	
Colleen Coyne Post Office Box 2062 Ketchum, Idaho 83340	\$ 100.00

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In Witness Whereof, the undersigned limited partners have executed this Certificate of Limited Partnership for 6th Street Gym Limited Partnership as of the 7th day of February, 1985.

Colleen Coyne
Colleen Coyne

STATE OF IDAHO)

)

ss.

COUNTY OF Blaine)

On this 7th day of February, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public for Idaho
Residing at Boise

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