

CHARTER MEMBERSHIP PURCHASE AGREEMENT

801RIVERFRONT is a full-service, indoor climbing gym & skate park to be located at 801 Riverfront Parkway in Chattanooga, Tennessee. 801RIVERFRONT anticipates an opening to the public on or before March 1, 2009. 801RIVERFRONT is currently in the latter stages of securing and designing its 38,000 square foot facility in Chattanooga, Tennessee. A strong membership base is critical to the long-term viability of the 801RIVERFRONT Facility. Accordingly, 801RIVERFRONT is looking to secure memberships to the 801RIVERFRONT Facility in advance of its opening ("Charter Memberships") in an effort to help evaluate the interest in the Chattanooga metropolitan community in such a park and to ensure the success of the business. In consideration of Participants committing to the purchase of a Charter Membership, 801RIVERFRONT is willing to offer a discounted price and additional benefits for these memberships under the terms and conditions of the Agreement included below.

AGREEMENT

This Charter Membership Purchase Agreement ("Agreement") is made this ____ day of _____, 2008 between 801RIVERFRONT, LLC, a Tennessee limited liability company ("801RIVERFRONT"), with its principal place of business to be located at 801 Riverfront Parkway, Chattanooga, Tennessee 37402, and

_____, an individual residing at _____ ("Participant").
(print buyer's name) *(buyer's home address)*

This Agreement dictates the terms and conditions under which Participants may purchase and maintain a Charter Membership and the responsibilities of the parties related thereto;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Promise to Purchase Charter Membership.** Participant hereby agrees to purchase a Charter Membership subject to the terms, provisions, considerations and conditions contained in the Membership Payment Agreement and Liability Waiver (as the same may be amended from time to time by 801RIVERFRONT).
- 2. Reduced Price in Consideration of Promise to Purchase.** In consideration of Participants promise to purchase a Charter Membership, 801RIVERFRONT agrees the annual recurring price of such annual membership shall be reduced from the normal price of membership by 25%. The above discount shall apply to the annual costs of Membership; provided that such Membership remains in good standing and is renewed each year. If the Membership is allowed to lapse for any reason, then any subsequent Membership shall be obtained at the regular non-discounted price.
- 3. Agreement to Terms and Conditions of Membership.** Participant, by their act of purchasing a Charter Membership and otherwise hereby agrees, acknowledges, represents and warrants to 801RIVERFRONT, its successors and assigns, they have read, understood, signed, and agree to and shall at all times comply with all of the terms and conditions of the Membership Payment Agreement and Liability Waiver. Participant further agrees that they are bound by all Rules & Regulations posted at the 801RIVERFRONT Facility upon opening and thereafter. Purchaser acknowledges that the Rules & Regulations may be amended from time to time, and that Purchaser shall periodically and routinely review the posted Rules & Regulations to familiarize themselves with any amendments thereto. Any Rule or Regulation or conditions may be altered or amended from time to time in the sole and absolute discretion of 801RIVERFRONT.
- 4. Date of Opening.** The proposed opening date of the 801RIVERFRONT Facility is on or before March 1, 2009 ("Prospective Opening Date"). 801RIVERFRONT shall exert its best efforts to complete and open the facility by the Prospective Opening Date; however, 801RIVERFRONT shall not be liable to any person, entity or organization for any amounts, costs, or expenses arising out of its failure to meet such deadline. This Agreement shall be unenforceable and void if the 801RIVERFRONT Facility is not open for business within three (3) months of the Prospective Opening Date. The parties may agree to an extension of this Agreement under the terms found in the General Provisions.

Participant's initials: _____

5. **Payment Information.** Participant shall include all payment information with this Agreement on the Membership Payment Agreement and Liability Waiver attached hereto. 801RIVERFRONT hereby agrees and promises that it will not process the Participants payment information until no more that two (2) weeks before the 801RIVERFRONT Facility is open for business.
6. **Change of Participant Information.** If there is any change in the billing information provided by Participant, Participant agrees that he/she will promptly notify 801RIVERFRONT of any such change, and the parties shall take such action as they deem appropriate to comply with the intent of this Agreement..
7. **Progress Updates.** 801RIVERFRONT agrees to post on its website or contact Participants bi-monthly (perhaps more often, but at least bi-monthly) concerning the progress of the build-out of the 801RIVERFRONT Facility and the Prospective Opening Date.

GENERAL PROVISIONS

The person executing this Agreement hereby states and agrees that they are over the age of 18 years and that they are authorized to enter into this Agreement and to abide by the terms and provisions hereof. The sole and exclusive remedy for any Participant, including, but not limited to the undersigned Participant, for 801RIVERFRONT’s failure to open the 801RIVERFRONT Facility by the Prospective Opening Date is cancellation of this Agreement. In no way shall 801RIVERFRONT be liable for incidental or consequential damages stemming from, arising out of or connected with such failure. This Agreement may NOT be assigned by either party, without the written consent of the other Party. If any provision of this Agreement, or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby. This Agreement may only be amended by an instrument in writing signed by the parties. Except as otherwise expressly provided herein, this Agreement shall be construed and governed by Tennessee Law and any dispute or claim arising under this Agreement shall be under the jurisdiction of the courts of Hamilton County, Tennessee and the City of Chattanooga, Tennessee. Except as otherwise specifically provided herein or any document executed contemporaneously herewith (e.g., the Membership Payment A and Liability Waiver), this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements with respect to the subject matters covered by this Agreement. Any notices or questions by Participant to 801RIVERFRONT should be directed to:

Luis Rodriguez, General Manager
 801RIVERFRONT, LLC
 801 Riverfront Parkway
 Chattanooga, Tennessee 37402
 Tel: 423.822.6800
 Fax: 423.822.6801

IN WITNESS WHEREOF, 801RIVERFRONT, LLC and Participant have executed this Agreement effective as of the date first set forth above.

801RIVERFRONT, LLC

 Luis Rodriguez, President

 Buyer’s

(Clearly Print Name of Buyer)

 Date

 Date