

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY") and MISSION BAY SPORTS CENTER, a California Corporation ("MB Sports Center") to be effective upon execution by CITY and approval by the San Diego City Attorney (the "Effective Date"), as follows:

RECITALS

- A. MB Sports Center is the "LESSEE," under that certain CITY OF SAND DIEGO PERCENTAGE LEASE dated July 21, 2011, filed as Document No. RR-306876 in the Office of the City Clerk, by and between CITY, as lessor, and Mission Bay Sports Center, a California Corporation, as lessee ("Master Lease"), relating to certain real property ("Master Lease Property") located at 1010 Santa Clara Place in Mission Bay Park, City of San Diego, County of San Diego, State of California, and more particularly described in the Master Lease.
- B. The Master Lease requires CITY'S prior consent to any sublease of the Master Lease Property.
- C. MB Sports Center and Performance 360 LLC ("Sublessee") have executed that certain COMMERCIAL LEASE ("Performance 360 Sublease") dated April 1, 2011, whereby, MB Sports Center subleases to Sublessee and Sublessee subleases from MB Sports Center a portion of the Master Lease Property ("Sublease Premises") located on the Master Lease Property and more fully described in the Sublease, attached hereto as Exhibit A.
- D. MB Sports Center requested the CITY's consent to the Sublease on May 17, 2012.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Subordination. The Sublease is and shall be subordinate to the Master Lease. CITY shall not be bound by any term or condition in the Sublease. Any conflict between the Master Lease and the Sublease shall be construed or resolved in favor of the Master Lease.
- 2. Master Lease Provisions. Without releasing MB Sports Center from any obligations under the Master Lease, MB Sports Center shall ensure that Sublessee assumes and shall perform the obligations of "LESSEE" under the Master Lease as and to the extent such obligations are applicable to the Sublease Premises or Sublessee's use of any common area within the Master Lease Property.

3. Use. Sublessee's use of the Sublease Premises shall be for purposes of: aquatic and land-based fitness training and instructional courses; retail sale of aquatic and land-based fitness training equipment and accessories and course instructional materials; and retail sale of non-alcoholic beverages, and energy and health foods. The Sublease Premises shall not be used for any other purposes without the advance written approval of CITY. All uses of the Sublease Premises shall comply at all times to the Master Lease.
4. Rent. MB Sports Center shall pay the following to CITY as Rent, as Rent is defined under the Master Lease:
 - (a) Ten percent (10%) of all of Sublessee's gross revenue ("gross revenue" as that term is defined in the Master Lease) received from aquatic and land-based fitness training and instructional courses;
 - (b) Five percent (5%) of all of Sublessee's gross revenue received from youth (i.e., organized group program for youth under 18 years of age) fitness training and instructional courses;
 - (c) Twenty percent (20%) of all of Sublessee's gross revenue received from sales of equipment and accessories, food and non-alcoholic beverages;
 - (d) Twenty percent (20%) from all MB Sports Center monthly based rent ("monthly base rent" as that term is defined in the Sublease);
 - (e) Ten percent (10%) of delinquent rent ("delinquent rent" as that term is defined in the Master Lease) on all rent received by MB Sports Center as result of Performance 360 Sublease, for the period of April 1, 2011 through Effective Date.
 - (f) All rent defined in the subsections (a) through (e) above for the period of April 1, 2011 through Effective Date shall be payable to CITY within thirty (30) days of the Effective Date.
5. Indemnification. MB Sports Center shall require that Sublessee shall defend, indemnify, protect, and hold CITY, its elected officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation any injury to MB Sports Center's or Sublessee's officers, employees, agents, invitees, guests, subtenants or licensees, which arise out of or are in any manner directly or indirectly connected with the Sublease, Sublessee's use of or operations on the Master Lease Property, the condition of the Sublease Premises, or from any act or omission of Sublessee or any of his employees, agents, invitees, guests, subtenants or licensees; provided, however, this duty to indemnify and hold harmless shall not include any claims or liability arising from

the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents or employees.

6. Subsequent Sublease. This Consent does not constitute consent to any subsequent subletting of any portion of the Master Lease Property, and does not relieve MB Sports Center or any person claiming under or through MB Sports Center of the obligation to obtain CITY'S consent to any future sublease.
7. No Modification of Master Lease or Sublease. Except as may be provided herein, this Consent shall not be deemed or construed to modify, waive, impair, or affect any of the terms or conditions of the Master Lease. Additionally, MB Sports Center shall not modify, waive, impair or affect the terms or conditions of the Sublease without the consent of CITY.
8. Controlling Law. The terms and conditions of this Consent shall be construed in accordance with the laws of the State of California.
9. Captions. Captions to the sections of this Consent are included for convenience only and do not modify any of the terms of this Consent.
10. Entire Agreement. This Consent constitutes the entire statement of the agreement of the parties pertaining to CITY'S consent to MB Sports Center subleasing a portion of the Master Lease Property to the Sublessee, and is binding on and inures to the benefit of the parties' respective heirs, representatives, successors and assigns. No party has been induced to enter into this Consent by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Consent. No modification of the terms or conditions of this Consent shall be effective unless made in a writing that expressly states that it modifies this Consent, and signed by the parties hereto.
11. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to the City Manager, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

12. CITY'S Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to MB Sports Center subleasing a portion of the Master Lease Property to the Sublessee, Performance 360, LLC.

IN WITNESS WHEREOF, the parties hereto execute this Consent to be effective as of the Effective Date.

Date: 8/3/2012 Mission Bay Sports Center, a California corporation

BY: [Signature]
Name: SABON ROONE
Title: PRESIDENT

Date: 8/7/12 THE CITY OF SAN DIEGO,
A California municipal corporation

BY: [Signature]
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY
this 15th day of August 2012.

JAN I. GOLDSMITH, San Diego City Attorney

BY: [Signature]
Name: _____
Title: Debra J. Bevier
Deputy City Attorney

VEB/vb
05/31/2012

I: WPO\2012\BALOTSKY\MB SPORTS CENTER-CONSENT TO SUBLEASE-PERFORMACE 360

EXHIBIT A

COMMERCIAL LEASE

["Sublease" dated April 1, 2011, by and between Mission Bay Sports Center, Inc. and Performance 360, LLC.]

Commercial Lease

This sublease is made between Mission Bay Sportcenter, Inc., herein called "Lessor," and Performance360 LLC, herein called "Lessee." Lessor and Lessee are the "Parties."

Lessor hereby offers to lease to Lessee and Lessee hereby offers to sublease from Lessor the premises situated in the City of San Diego, County of San Diego, State of California, described as the one story property at 1010 Santa Clara Place (detailed in Exhibit A), the "Premises," upon the following TERMS and CONDITIONS:

1. Term and Rent

1.1 Term Lessor demises the Premises for a one-year term, commencing at 12:01 a. m. April 1, 2011, and ending at 11:59 p. m. March 31, 2012, at the monthly base rate of three thousand five hundred dollars (\$3500.00) per month, payable in arrears on the last day of each month. All rental payments shall be made to Lessor at the address specified above.

1.2 Extension Provided that Lessee is not then in material breach of any term of this Lease, and provided that no contractual obligation of Lessor to City shall compel a different result, on February 1, 2012, Lessee shall have the option to execute a new Lease under the same terms for up to four (4) additional years starting April 1, 2012. If Lessee does not exercise said option in writing by March 1, 2012, or give written notice by said date that Lessee does not intend to extend this Lease, then this Lease shall terminate at the end of the one-year term. Upon conveyance of said premises for the additional term, Lessee will be responsible for the new base rent for the area detailed in Exhibit A, in the amount of \$4500.00 per month.

Provided that Lessee is not then in material breach of any term of this Lease, and provided that no contractual obligation of Lessor to City shall compel a different result, on February 1, 2016 Lessee shall have the option to execute an additional new Lease under the same terms, with base rent to be a 3% increase from previous \$4,500 base rent, and to increase 3% annually for up to five (5) additional years starting April 1, 2016. If Lessee does not exercise said option in writing by March 1, 2016, or give written notice by said date that Lessee does not intend to extend this Lease, then this Lease shall terminate at the end of the five (5) year term. The purpose for the initial one-year discounted rent consideration for the Premises is to explore the viability of Lessee's business model for aquatic and land based fitness training.

1.3 Percentage Rent In addition to the base rent, Lessee shall pay to Lessor Ten Percent (10%) of Lessee's gross receipts for sales of aquatic and land based fitness training and instructional courses, and scheduled group events; Five Percent (5%) of all youth fitness training and instructional courses; Three Percent (3%) of all sales of related equipment and accessories; and Twenty Percent (20%) of all sales of food and non-alcoholic beverages, monthly in arrears, prior to the 16th day of the month following the month in which Lessee earns the subject revenue. Lessor shall forward the same to the City of San Diego, California ("City"). Sales of alcoholic beverages are not permitted.

1.4 Shared Expenses For the purpose of this Subsection, Lessee's "Proportionate Share" shall be equal to the total "Shared Expenses" divided equally among Sublessees and Lessor. In addition to the base rent, Lessee shall pay to Lessor Lessee's "Proportionate Share" of the "Shared Expenses" including:

- (1) All costs of operation and maintenance of the common facilities;
- (2) Utilities including electrical, gas and water;
- (3) All "Real Estate Taxes" levied and assessed against the Sportcenter facility.

Lessee shall pay said shared expenses monthly by the end of the month in which Lessee receives an invoice from Lessor for them. At the end of the first Term, the parties shall re-evaluate Lessee's "Proportionate Share" and adjusted it to reflect actual usage.

1.5 Grace Period Lessee shall have a 45-day "No Base Rent" grace period after Lessor has delivered the Premises for occupancy. No Grace Period shall apply to Percentage Rent due to City.

1.6 Accounting Throughout the Term Lessee shall cause to be kept true, accurate, and complete books, records, and accounts of all financial transactions in the operation of Lessee's business, all other business activities conducted on the Premises, and all financial transactions resulting from Lessee's use of the Premises. The records shall be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, or other documents (which may be in electronic form) as necessary to allow City easily to determine Gross Revenue. All retail sales or charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. Such registers or other devices shall record sales totals and other transaction numbers and sales details, and shall not be re-settable. Register totals shall be read and recorded at the beginning and end of each business day. All sales and charges may be recorded by a system other than cash registers or other comparable devices, provided that City must approve the same. Lessee shall keep all of its books of account, records, and supporting documentation throughout the Term, or extensions thereof, plus five (5) years. Lessee shall make such books, records, and documentation available for inspection and audit by City in one location within the County of San Diego. Lessee shall maintain separate books and records related to Lessee's use of the Premises. Upon reasonable prior notice, City shall have the right to inspect and audit the operation of Lessee's business and all other business activities conducted on the Premises, and all financial transactions resulting from Lessee's use of the Premises as City may deem necessary, in its sole reasonable discretion, to protect City's rights under this Lease. If required by competent legal authority, Lessee shall promptly deliver to City, at City's reasonable request and at Lessee's sole cost and expense, any and all data reasonably needed to fully comply with such authority's requirements related to the operation of Lessee's business and all other business activities conducted on the Premises, and all financial transactions resulting from Lessee's use of the Premises.

2. Use

Lessee shall use and occupy the Premises for aquatic and land based fitness training and instructional courses, which use shall expressly include the provision of related goods for licensed retail sale, including, without limitation, aquatic and land based fitness training equipment and accessories, course instructional materials, beverages, and energy and health foods. The Premises shall not be used for unrelated businesses, purposes, or unrelated retail sales without Lessor's written consent. Lessor represents that the use contemplated by the parties in this Section is not a business function that, in Lessor's opinion, competes with or duplicates a use offered by another tenant on the premises. Lessee acknowledges that an existing tenant, OEX Mission Bay Inc., currently offers Stand Up Paddle Board Yoga and Stand Up Paddle Board Fitness and related equipment and accessory sales.

3. Assignment and Subleasing

Lessee shall neither assign this Lease nor sublet the Premises or any part thereof without Lessor's and City's prior written consent. An assignment by operation of law shall automatically terminate this lease.

4. Care and Maintenance of Premises

Lessor represents that (1) the Premises; and (2) the Common Facilities - are in good order and repair, unless otherwise indicated herein. At Lessee's expense and at all times, Lessee shall maintain the Premises in good and safe condition, including plate glass and all electric, plumbing and heating installations or systems entirely within the boundaries of the Premises, provided, however, that if such systems are not entirely within the Premises, Lessee shall cooperate with Lessor to maintain the same, and shall solely pay for such maintenance in proportion to the extent to which the subject system lies within the Premises. Lessee shall be responsible merely for maintenance, and shall not be responsible to replace any HVAC, plumbing, or structural system, which proves to require replacement rather than maintenance. Lessee shall be responsible to repair damage that Lessee causes to roof or exterior walls over or around the subleased area, but shall not be responsible to replace the same unless Lessee causes damages in and of themselves sufficient to warrant replacement. At the termination of this Lease,

Lessee shall surrender the Premises in as good condition as received in, normal wear and tear excluded.

5. Alterations And Improvements

Lessee must first obtain Lessor's written consent to make any alterations, additions, or improvements, in, to, or about the Premises. Lessee shall be responsible for all interior and exterior improvements.

6. Ordinances and Statutes

Lessee shall comply with all all Municipal, State and Federal statutes, ordinances and requirements now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting Lessee's use thereof.

7. Utilities

All applications and connections for necessary utility services on the Premises shall be made in Lessee's name only. Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. Entry and Inspection

Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and on reasonable notice, to inspect the same. Lessee shall permit Lessor to place upon the Premises any usual "To Let" or "For Lease" signs at any time within sixty (60) days prior to the expiration of this Lease; and shall permit prospective lessees to inspect the Premises during said interim.

9. Possession

If Lessor cannot deliver possession of the Premises on the date the Parties sign this Lease, Lessor shall not be liable for any damages caused thereby, nor shall this Lease be void or voidable, but Lessee shall not be liable for any rent until unrestricted possession is delivered. Lessee's 45-day "No Base Rent" grace period set forth in Subsection 1.5 shall commence once Lessor has so delivered the Premises for occupancy. Lessee may terminate this Lease if Lessor does not deliver possession within 10 days of the date the last Party to execute this Lease executes it.

10. Indemnification And Hold Harmless

In this Section, a Party who causes or is chargeable with liability, damages or injury, whether caused by the Party or arising from a third party interacting with such Party, is the "Feasor." The Party to this Lease whom the Feasor causes to incur liability or to suffer damages or injury is the "Claimant." Each Party to this Lease who becomes a Feasor shall indemnify the Claimant for all damages or injury suffered by the Claimant as a result of the Feasor's status, acts or negligence. Said Feasor shall assume the defense of, indemnify and hold harmless the Claimant and City from all claims, expenses and liabilities of every nature, directly or indirectly arising from or alleged to have arisen from operations conducted on the Premises, or from any status, act or omission of the Feasor, its agents or invitees.

11. Insurance

Lessee shall be insured by an insurance carrier acceptable to Lessor and City against loss from public liability arising from the use or condition of, or operations conducted on, the Premises. Minimum coverage shall be \$2 million combined single limit liability. A copy of the policy of insurance shall be filed with the City and shall name "The City of San Diego" and "Mission Bay Sportcenter" as additional insureds. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to City by the insurance company.

12. Eminent Domain

If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the Premises, shall be taken by Eminent Domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall be entitled to a proportionate share of the award for such taking or any

payment in lieu thereof, and may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses. This Section is not intended to abrogate any rights afforded Lessee under applicable law.

13. Destruction of Premises

If the Premises are partially destroyed during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within Sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent during such repairs, based upon the extent to which the making of such repairs interferes with Lessee's business on the Premises. If such repairs cannot be made within said Sixty (60) days, this Lease may be terminated at the option of either party. If the building containing the Premises is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Premises are injured or not. A total destruction of the building which contains the Premises shall terminate this Lease.

14. Lessor's Remedies on Default

If Lessee defaults in payment of rent, or of any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default. If Lessee does not cure any such default within 10 days after Lessor gives notice (or if such other default cannot be completely cured within such period, then if Lessee does not commence to cure within 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), Lessor may terminate this Lease on at least 30 days' notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If Lessor so terminates this Lease, Lessor may at any time thereafter retake possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term hereof shall be deemed a waiver.

15. Security Deposit

On signing this Lease, Lessee shall deposit with Lessor the sum of Five Thousand Dollars (\$5000.00) as a security deposit for the performance of Lessee's obligations under this lease, including, without limitation, surrender of possession of the Premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the Term.

16. Tax Increase

Should increased rates or valuation cause City, County or State real estate taxes governing the Premises to increase during the Term, upon Lessor's presentation of paid tax bills, Lessee shall pay to Lessor an amount equal to Lessee's proportionate share of such increase. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, Lessee's obligation shall be pro-rated.

17. Attorney Fees

If either Party should bring suit for recovery of the Premises, for any sum due hereunder, or arising out of any status, act, failure or other cause of action which may arise out of this Agreement or the possession of the Premises, the prevailing party shall be entitled to reasonable attorney fees and costs.

18. Notices

Any notice that either Party desires or is required to give shall be given by mailing the same certified, postage prepaid, to the other Party at the Premises, or at such places as may be designated by the Parties from time to time. Notice may also be given by personal service.

19. Subordination; Non-Disturbance

This Lease is a sublease of a portion of the real property covered by that certain Lease Agreement dated _____, as amended between Lessor and City (the "Master Lease"). This Lease is subject and subordinate to the covenants and conditions of the Master Lease, notwithstanding any

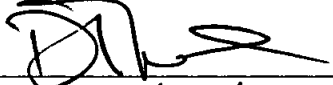
provision hereof contrary to or in conflict with the Master Lease. Lessor has not provided Lessee with the current Master Lease. As soon as City makes said lease available, Lessor shall either:
(1) Provide the current Master Lease to Lessee; or (2) Notify Lessee where Lessee can obtain the Master Lease. Any provision thereof causing Lessee to suffer a material financial or other disadvantage not anticipated under this Agreement shall give Lessee the right to terminate this Agreement on Thirty (30) days notice. Should City dispossess Lessee from the Premises or prevent the conduct of Lessee's business or disturb Lessee's normal use and occupancy of the Premises during the Term, Lessee shall have the right to vacate the Premises on notice to Lessor, which notice may extend to Thirty (30) days, and to receive a refund of Lessee's rent pro-rated after the date on which City caused the subject disturbance to occur.

20. Entire Agreement.

The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both parties. The following Exhibits have been made a part of this Lease before the Parties' execution hereof:

Exhibit A	Diagram and description of the Premises
Exhibit B	Description of Lessor's Improvements

BY 
DATE 3/24/11
Jason Boorle
Mission Bay Sports Center, Inc.
1010 Santa Clara Place
San Diego, CA 92109

BY 
DATE 3/24/11
Dave Thomas
Performance360, LLC
4025 Gresham Street #1
San Diego, CA 92109

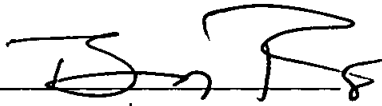
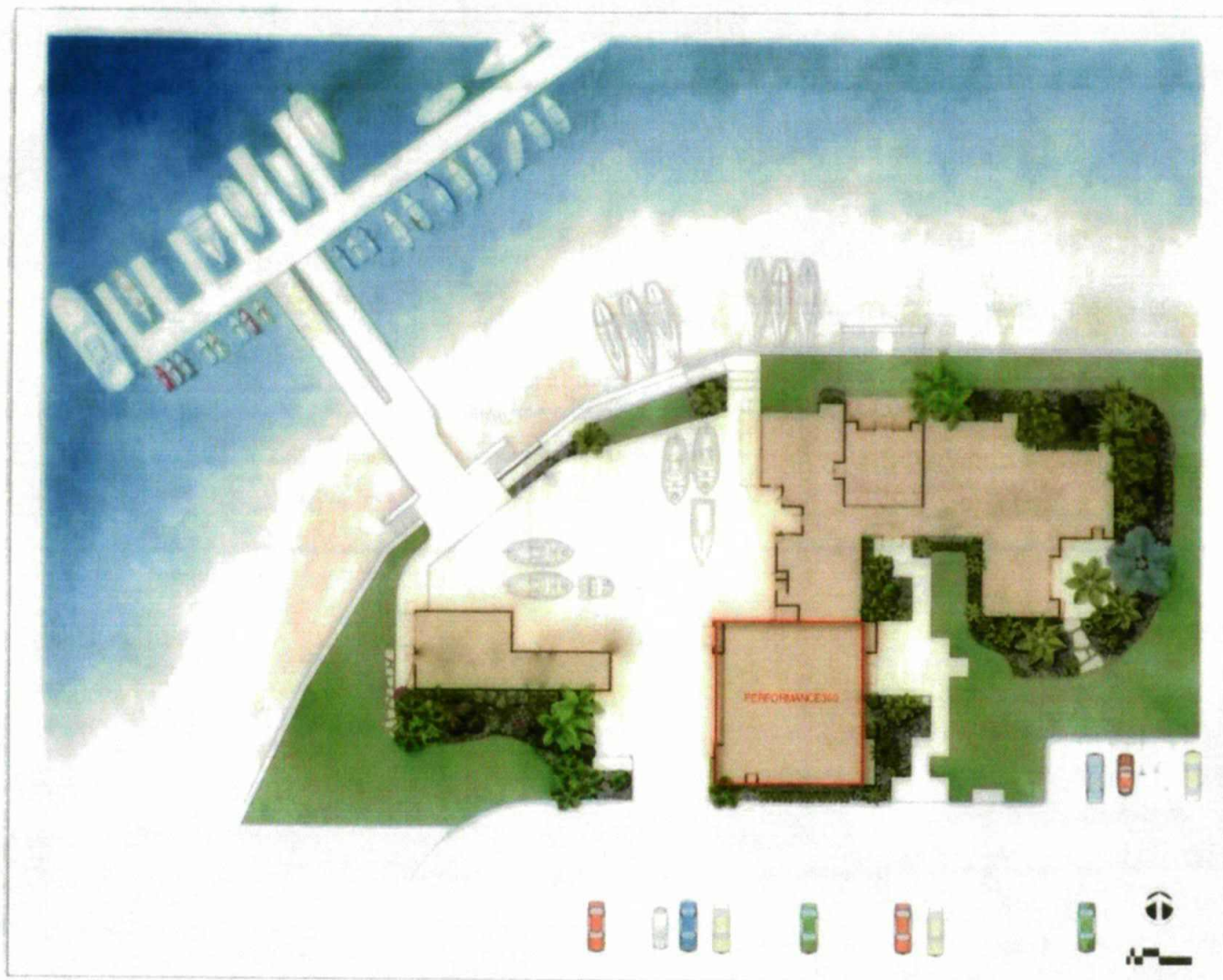
BY 
DATE 3/24/11
Bryan Pritz
Performance360, LLC
4025 Gresham St. #1
San Diego, CA 92019

Exhibit B

Description of Lessor's improvements or modifications prior to the beginning of tenancy:

1. Lessor will perform service and maintenance to all rain gutters surrounding the perimeter of the proposed premises.
2. Any interior water damage to drywall as a result of water damage will be repaired or restored to a serviceable condition.
3. All electrical outlets will be in functioning and serviceable condition.
4. Lessee to take control of premises once work represented in items 1-4 is complete.



MISSION BAY
SPORTS
CENTER

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Insurance Enterprises LLC 3380 Chastain Meadows Parkway Suite 100 Kennesaw, GA 30144	CONTACT NAME: Stephanie Wheeler	
	PHONE (A/C, No, Ext): (800) 985-2021 x3818	FAX (A/C, No):
INSURED Performance360, LLC DBA: Performance360 4025 Gresham Street Unit 1 San Diego, CA 92109	E-MAIL ADDRESS: Stephanie.Wheeler@clubinsurance.com	
	PRODUCER CUSTOMER ID #: 2410816	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Savers Property & Casualty Insurance Com	NAIC # 16551
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 327084**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC	X	CP0635781-01	4/2/12	4/2/13	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
					GENERAL AGGREGATE \$ 4,000,000	
					PRODUCTS - COMP/OP AGG \$ 4,000,000	
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐ AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A				☐ WC STATUTORY LIMITS ☐ OTH-ER
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					
						\$
						\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Loc 1: 1010 Santa Clara Place, San Diego, CA 92109

CERTIFICATE HOLDERMission Bay Sport center
1010 Santa Clara Place
San Diego, CA 92109**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ID 43372

CERTIFICATE OF INSURANCE

4/5/2011

PRODUCER
ASSOCIATION INSURANCE GROUP, INC.
165 S. Union Blvd., Suite 410
Lakewood, CO 80228
PH# 800-985-2021 FAX# 303-985-1248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE
POLICIES BELOW

COMPANIES AFFORDING COVERAGE

INSURED
Performance360, LLC

COMPANY A SAVERS PROPERTY & CASUALTY INS. CO., a

COMPANY B

COMPANY C

COMPANY D

Performance360
4025 Gresham Street, Unit 1
San Diego CA 92109

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ISSUED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATED (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CP0635781	4/2/2011	4/2/2012	GENERAL AGGREGATE	\$4,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY	\$2,000,000
	☒ Professional Liability				EACH OCCURRENCE	\$2,000,000
	☒				Damage to Premises Rented to You	\$300,000
					MEDICAL PAYMENTS	\$5,000
C	EXCESS LIABILITY				EACH OCCURRENCE	
	☐ UMBRELLA FORM				AGGREGATE	
	☐ OTHER THAN UMBRELLA				SIR	
D	WORKERS COMPENSATION				EACH ACCIDENT	
	EMPLOYER'S LIABILITY				DISEASE - POLICY LIMIT	
					DISEASE - POLICY LIMIT	
B	EMPLOYMENT PRACTICES				EPLI COVERAGE	

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS

Location: 1010 Santa Clara Place San Diego CA 92109

CERTIFICATE HOLDER

Additional Insured:

The City of San Diego
Real Estate Assets Dept.
1200 Third Ave., Suite 1700
San Diego, CA 92101-419

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

KEN M. REINIG

Ken M. Reinig