



Real Estate Assets Department
SDC003

MISSION BAY SPORTS CENTER

P201RD-090-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (Consent) is provided by THE CITY OF SAN DIEGO, a California municipal corporation (City), to MISSION BAY SPORTS CENTER, a California Corporation (Lessee/Sublessor), to be effective upon execution by City and approval by the San Diego City Attorney, as follows:

RECITALS

- A. City and Lessee/Sublessor entered into the City of San Diego Percentage Lease dated July 21, 2011, filed as document RR-306876 in the Office of the San Diego City Clerk (Agreement), relating to City-owned real property located at 1010 Santa Clara Place, San Diego, California 92109, commonly known as "Mission Bay Sports Center", and more particularly described in the Agreement (Premises).
- B. Lessee/Sublessor now desires to sublease a portion of the Premises to Sea Fields Creative, LLC, a California Limited Liability Company (Sublessee).
- C. The Agreement requires City's consent to the sublease of any portion of the Lessee/Sublessor's right, right and/or interest in the Agreement.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, City provides its consent subject to the following:

- 1. Subject to the terms and conditions herein, City hereby consents to Lessee/Sublessor's request to sublease a portion of its right, title and interest in and to the Agreement to Sublessee. By giving this Consent, City is merely consenting to the requested subleasing. All terms and conditions of the Agreement shall control and supersede any inconsistent or contrary provisions in any sublease agreement executed between Lessee/Sublessor and the Sublessee, except as otherwise approved herein; and
- 2. City's Consent is conditioned upon Sublessee's written agreement that it will assume all rights and obligations as a Sublessee under the Agreement; and
- 3. City does not release, discharge or modify Lessee/Sublessor's obligations to City under the Agreement. As set forth in applicable law, Lessee/Sublessor's obligations under the Agreement shall survive said sublease and shall continue through the termination dates of the Agreement, as set forth therein; and
- 4. This Consent does not constitute consent to any subsequent subleasing of any interest in and to the Agreement.
- 5. Lessee/Sublessor agrees to pay City any applicable processing and/or administrative fee(s) for processing this Consent.
- 6. City shall not be liable for any brokerage commission or finder's fee in connection with the consummation of the sublease. Further, Lessee/Sublessor agrees to protect, defend, indemnify, and hold City, its elected officials, officers, representatives, agents, and

employees harmless from and against any claim for any brokerage commission or finder's fee related to the consummation of this Consent, and from and against any cost or expense (including without limitation attorney fees) incurred by City in resisting any claim for any such brokerage commission or finder's fee.

IN WITNESS WHEREOF, this Consent to sublease is executed by City acting by and through its Mayor, or his designee.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5/16/16

By: [Signature]
Cybele Thompson
Director, Real Estate Assets Department

Planning Department - Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities).

Date: 5/11/16

BY: [Signature]
Name: Alyssa Muto
Title: Deputy Director Environment & Planning Dept. Policy Analysis

Approved as to form this 17th
day of May, 2016.

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Name: Hilda R. Hernandez
Title: Deputy City Attorney



Date of Notice: April 25, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

WBS# OR IO: N/A

PROJECT NAME/NUMBER: CONSENT TO SUBLEASE, MISSION BAY SPORTS CENTER, INC./N/A

COMMUNITY PLAN AREA: MISSION BEACH
COUNCIL DISTRICT: 2

LOCATION: 1010 SANTA CLARA PLACE, SAN DIEGO, CA 92109

PROJECT DESCRIPTION: Authorization of concession sublease agreement associated with Mission Bay Sports Center, Inc. for Sea Fields Creative, LLC. The sublease with Sea Fields Creative will allow the concessionaire to operate an outdoor adventure co-work space and team building facility, with access to standup paddle, kayak, personal watercraft, sailboat tours, tours, and team-building activities. The sublease would occupy space in an existing facility.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Exempt per CEQA Section 15301

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Planning Department Environmental Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review and determined the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Existing Facilities which allows for, among other activities, the leasing, licensing or minor alteration of existing public or private facilities, involving negligible or no expansion of use; and where the exceptions to the exemptions listed in CEQA Guidelines §15300.2 would not apply. This project would not impact sensitive resources.

CITY CONTACT: Vladimir Balotsky
MAILING ADDRESS: 1200 3rd Avenue, Ste 1700
San Diego, CA 92101
PHONE NUMBER: (619) 235-5248

On April 25, 2016 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal CEQA determination to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (May 9, 2016). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD	
Posted	APR 25 2016 <i>ML</i>
Removed	MAY 09 2016
Posted by	<i>Myralee</i>



SEAFI-1

OP ID: M5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2016

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 Snapp & Associates Insurance Services, Inc. 438 Camino del Rio So. #112 San Diego, CA 92108 Steve Cabano	CONTACT NAME:	FAX (A/C, No): 619-908-3110	
	PHONE (A/C, No, Ext): 619-908-3100	E-MAIL ADDRESS:	
INSURED Sea Fields Creative, LLC 3612 Strandway San Diego, CA 92109	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mesa Underwriters Specialty		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		MP0004007007011	05/02/2016	05/02/2017	EACH OCCURRENCE	\$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ Excluded
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: Operations of the named insured subject to the terms and conditions of the policy. Mission Bay Sports Center and the City of San Diego are named as Additional Insured, endorsement to be determined. 30* days notice of cancellation, 10* days notice of cancellation in the event of nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION****MBSPORT**Mission Bay Sports Center
1010 Santa Clara Place
San Diego, CA 92109

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

Sarah Guigano

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SUBLEASE

THIS SUBLEASE AGREEMENT ("Sublease") dated, for reference purposes only, is executed between the MISSION BAY SPORTS CENTER, Inc, a California corporation ("Sublessor"), and SEA FIELDS CREATIVE, LLC , a California Limited Liability Company, ("Sublessee").

RECITALS

- A. THE CITY OF SAN DIEGO ("the Lessor"), entered into a lease agreement dated July 21, 2011 ("the Lease"), with the Mission Bay Sports Center, Inc. ("the Sublessor"), for that certain real property known as 1010 Santa Clara Place, San Diego, California 92109 (the "Premises").
- B. Sublessor desires to sublet a portion of the Premises to the Sublessee.
- C. The Lessor has consented to a sublease to Sublessee by Sublessor per the attached memo.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties agree to this Sublease on the following terms and conditions:

- 1. 1. Sublease. Sublessor subleases to Sublessee and Sublessee subleases from Sublessor the indoor area consisting of approximately 2500 square feet (the "Subleased Premises"). The Subleased Premises are delineated on Exhibit A which is attached to and incorporated into this Sublease by this reference.
- 1. 2. Location. Mission Bay Sports Center located at as 1010 Santa Clara Place, San Diego, California 92109.
- 1. 3. Term. Lessor demises the premises for a five-year term upon City's consent. Dates will be determined after City's approval process.
- 1. 4. Right to Cancel the Sublease. Sublessee shall have the right to cancel this Sublease upon providing a 24-hour prior written notification to the Sublessor stating the effective cancellation date.
- 1. 5. Monthly Rent and Utility Costs. Sublessee shall pay directly to the Sublessor Attention: Zach Funston, Mission Bay Sports Center, 1010 Santa Clara Place, San Diego, CA 92109 the amount of two thousand five hundred dollars (\$2,500.00) per month. The rental payment is due on the last day of each month. Sublessor pays additional rent, "proportionate share" of cost on water, gas and electric, janitorial, garbage, landscape and property tax. Sublessor will pay additional two thousand five hundred (\$2,500.00) for marketing and advertising to Mission Bay Sportcenter

1. 6. Security Deposit. Sublessee shall deposit with Sublessor upon execution of this Sublease a security deposit in the amount of five thousand dollars (\$5,000.00). If Sublessee fails to pay rent or other charges due pursuant to this Sublease, or otherwise defaults with respect to any provision of this Sublease, Sublessor may use, apply or retain all or any portion of the deposit for the payment of any rent or other charge in default for the payment of any other sum to which Sublessor may become obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer. If Sublessee performs all of the Sublessee's obligations pursuant of this Sublease, the deposit, or any amount that has not been applied to the payment of rent or other charges incurred by Sublessor, shall be returned, without payment of interest or other increments for its use, to Sublessee at the expiration or cancellation of the term of this Sublease, and after the Sublessee has vacated the Subleased Premises.
1. 7. Use. The Subleased Premises shall be used by Sublessee and Sublessee's permittees for use of waterfront equipment storage, training events and shared workspace, for individuals or corporations. Any violation of this Section is a material breach of this Sublease and of the Lease.
1. 8. Condition of Premises. Sublessee agrees that its act of taking possession will be an acknowledgment that the Subleased Premises are in leasable and good condition. Sublessee shall not, without Sublessor's and Lessor's prior written consent, make any alterations, improvements, additions on or about the Subleased Premises. At the expiration of the term, Sublessor may require the removal of any or all alterations and improvements in the Subleased Premises at Sublessee's sole expense. Upon termination of this Sublease, Sublessee shall surrender and vacate the Subleased Premises in a broom-clean, good condition, normal wear and tear excepted, and shall, without expense to Sublessor, remove or cause to be removed from the Subleased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, movable partitions and other articles of property owned by Sublessee. Sublessee shall repair all damage to the Subleased Premises resulting from any removal.
1. 9. Late Charges. If any installment of rent, or any other sum due from Sublessee is not be received by Sublessor within five (5) days after the amount is due, then, without any requirement for notice to Sublessee, the Sublessee shall pay to Sublessor a late charge equal to five percent (5%) of the overdue amount. Acceptance of the late charge shall not constitute a waiver of Sublessee's default with respect to any overdue amount, nor prevent Sublessor from exercising legal remedies.
1. 10. Defaults and Remedies
 - a. Default. Each of the following shall constitute an event of default under this Sublease.
 - i. Sublessee's failure to make any payment required under this Sublease when due;

- ii. Sublessee defaults in the performance of any covenant or condition required by this Sublease, other than those requiring payment to Sublessor, to be performed by Sublessee and fails to cure the default within thirty (30) days following written notice of the default from Sublessor; or if any such default, other than those requiring payment to Sublessor, is not curable within thirty (30) days, and fails to commence to cure the default(s) within said thirty (30)day period and diligently pursue such cure to completion;
 - iii. Sublessee voluntarily files or involuntarily has filed against it any petition under any bankruptcy or insolvency act or law;
 - iv. Sublessee is adjudicated a bankrupt; and
 - v. Sublessee makes a general assignment for the benefit of creditors.
- a.
 - b. Remedies. Upon default by Sublessee, Sublessor may, at its option, give Sublessee, or any person claiming rights through Sublessee, a written Three-Day Notice to Pay or Quit, or Sublessor may terminate this Sublease and all rights of Sublessee and of all persons claiming rights through Sublessee to the Subleased Premises or to possession of the Subleased Premises, and Sublessor may enter and take possession of the Subleased Premises provided, however, in the event that any default described in this Section is not curable within thirty (30) days after notice to Sublessee, Sublessor will not terminate this Sublease pursuant to the default if Sublessee immediately commences to cure the default and diligently pursues such cure to completion, and may recover from Sublessee the sum of:
 - i.
 - i. the worth at the time of award of any unpaid rent that had been due at the time of termination; the worth at the time of award of the amount by which (a) the unpaid rent that would have been earned after termination until the time of award exceeds (b) the amount of rental loss, if any, and which Sublessee affirmatively proves could have been reasonably avoided;
 - ii. the worth at the time of award of the amount by which (a) the unpaid rent for the balance of the term after the time of award exceeds (b) the amount of rental loss, if any as Sublessee affirmatively proves could be reasonably avoided;
 - iii. any other amount necessary to compensate Sublessor for any detriment caused by Sublessee's failure to perform Sublessee's obligations or that, in the ordinary course of things, would be likely to result; and
 - iv. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses (i) and (ii) of this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause (iii) of this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus two percent (2%). As used in this Section the term "rent" shall include base rent, Percentage Rent and any other payments required by Sublessee.

12. Insurance. Sublessee shall, at Sublessee's expense, obtain and keep in force at all times during the term of this Sublease insurance coverage as follows:
 - a. Public liability and property damage in the amount of not less than four million dollars (\$4,000,000) Combined Single Limit Liability with a per occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by Sublessor or Sublessee or by authorized representatives of Sublessor or Sublessee on or in connection with the use or operation of the Subleased Premises.
 - b. Fire, extended coverage, and vandalism insurance policy on all insurable property on the Subleased Premises in an amount to cover one hundred percent (100%) of the replacement cost. Any proceeds from a loss will be payable jointly to Sublessor and Sublessee.
 - c. All insurance policies will name the Sublessor as an additional insured, protect Sublessor and Lessor against any legal costs in defending claims, and will not terminate without sixty days (60) days prior written notice to Sublessor. A copy of the insurance policy will remain on file with Sublessor during the entire term of the Sublease. At least thirty (30) days prior to the expiration of each policy, Sublessee shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this Sublease.
 - d. If Sublessee fails or refuses to take out and maintain its required insurance or fail to provide the proof of coverage, Sublessor has the right to obtain the insurance. Sublessee shall reimburse Sublessor for the premiums paid with interest at the maximum allowable legal rate then in effect in California. Sublessor shall give notice of payment of premiums within thirty (30) days of payments stating the amount paid, names of the insurer (s), and rate of interest. Reimbursement and interest shall be paid by Sublessee on the first (1st) day of the month following notice of payment by Sublessor.
13. Indemnity. Sublessee agrees to defend, indemnify, protect, and hold the Sublessor and Lessor, their elected officials, representatives, agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Sublessee's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the Subleased Premises or the work and

operations to be performed under this Sublease, and all expenses of investigating and defending against same; provided, however, that Sublessee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of Sublessor, its agents, officers, or employees.

1. 14. Assignment and Subleasing. Sublessee shall not assign this Sublease or sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of Lessor and Sublessor. An assignment by operation of law shall automatically terminate this Sublease.
1. 15. Attorney's Fees. In the event of any action or proceedings brought by either party against the other under this Sublease, the prevailing party shall be entitled to recover the fees for its attorneys in any action or proceeding, in the amount as the court may adjudge reasonable as attorney's fees. In the event the Sublessor intervenes in or becomes a party or is made a party to any action or proceeding arising in connection with this Sublease in order to protect its rights, then Sublessee will pay the Sublessor the fees of Sublessor's attorneys as fixed by the court.
1. 16. Possessory Interest Tax. Sublessee agrees to pay, before delinquency, all possessory interest taxes assessed or levied upon Sublessee or the Subleased Premises, including any structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by Sublessee or levied by reason of the business or other Sublessee activities related to the Subleased Premises, including any licenses or permits. Sublessee recognizes and agrees that this Sublease may create a possessory interest tax levied on such interest, and that Sublessee shall pay all such possessory interest taxes. Sublessee further agrees that payment for such taxes, fees and assessments will not reduce any rent due Sublessor.
1. 17. Subordination. This Sublease is a sublease of a portion of the Premises, covered by the Lease dated June 21, 2011, between the Sublessor and Lessor. This Sublease is subject to the covenants and conditions of the Lease notwithstanding any provision of this Sublease contrary to or in conflict with the Lease.
1. 18. Nondiscrimination. Sublessee agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in Sublessee's use of the Subleased Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

19. Notices. Any notice, consent, demand, bill, statement or other communication required or permitted to be given under this Sublease shall be in writing and mailed to Sublessor at the following address:

City of San Diego
Attn: Vladimir Balotsky
1200 Third Avenue, Suite 1700
San Diego, CA 92101
(619) 533-6509

1. 20. Signs. Upon approval of the Sublessor, Sublessee shall be allowed to display appropriate signage identifying its presence at the Subleased Premises.
1. 21. Compliance with CITY'S Equal Opportunity Contracting Program. Sublessee acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated in this Sublease. Sublessee and all of its subcontractors, if any, are individually responsible to abide by its contents.

Sublessee will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Sublessee will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Sublessee submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, that sets forth the actions that Sublessee will take to achieve the CITY'S commitment to equal employment opportunities.

Sublessee agrees to insert the foregoing provisions in all subcontracts for any work covered by this Sublease agreement so that the provisions will be binding upon each subcontractor. Sublessee agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

Sublessee understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Sublease and debarment from participating in CITY contracts for a period of not less than one (1) year.

22. Drug-free Workplace. Sublessee shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Subleased Premises and specifying the actions that will be taken against employees for violations of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c. Sublessee shall include in each sublease agreement language which indicates the Sub-sublessee's agreement to abide by the provisions of a drug-free workplace. Sublessee and Sub-sublessee shall be individually responsible for its drug-free workplace programs.
23. Disabled Access Compliance . Sublessee shall at all times in the construction, maintenance, occupancy, and operation of the Subleased Premises comply with the 1990 Americans with Disabilities Act ("ADA") and Title 24 of the California Code of Regulations ("Building Code") as defined in Section 18910 of the California Health and Safety Code ("Title 24") and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.

The balance of this page has been intentionally left blank.

IN WITNESS WHEREOF, this Sublease is executed by the City of San Diego, acting by and through its City Manager, and by Sublessee acting by and through its lawfully authorized officers.

SUBLESSOR:
MISSION BAY SPORTS CENTER
A California corporation

By: _____

Mission Bay Sports Center

SUBLESSEE:
SEA FIELDS CREATIVE,
A California LLC

By: _____

Sea Fields Creative

Refresh SD Foot Print on Property Exhibit "A"

Write a description for your map.

Legend

 Feature 1



Google earth

© 2015 INEGI

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Mission Bay Sports Center

Exact name of proposed Lessee (complete only if applicable):

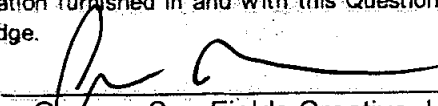
Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Sea Fields Creative

Date this Questionnaire completed: 11/08/2015

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: 

Title: Owner - Sea Fields Creative, LLC

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

Sea Fields Creative, LLC

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

3612 Strandway, San Diego, CA 92109

Telephone No.: 850-321-1727

Fax No.: _____

E-mail Address: caseyjfields@gmail.com

3. Billing Address (*only if different from Mailing Address*):

Telephone No.: _____

Fax No.: _____

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation ();

Limited Liability Company (X); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____
2. General Partnership ()
 Limited Partnership ()
 Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
 Yes () No () If so, when? _____
 If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
 - a. Publicly () Privately ()
 - b. If publicly held, how and where is the stock traded?

- | | | | |
|-------------------------------------|-------------------|-----------------|--------------------|
| 6. Please list the following: | <u>Authorized</u> | <u>Issued</u> | <u>Outstanding</u> |
| a. Number of voting shares: | _____ | _____ | _____ |
| b. Number of nonvoting shares: | _____ | _____ | _____ |
| c. Number of shareholders: | | | _____ |
| d. Value per share of Common Stock: | | Par \$ _____ | |
| | | Book \$ _____ | |
| | | Market \$ _____ | |

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

(Additional page(s) may be added if needed to complete list of stockholders. [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in

the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: 3/27/15
2. Where Organized: San Diego, Ca
3. Is the Company authorized to do business in California?
 - a. Yes (☒) No (☐)
 - b. If so, as of what date? 3/27/15
4. Has the Company conducted business in San Diego County?
 - a. Yes (☐) No (☒)
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %
CEO	Casey Fields	3612 Strandway, SD, CA 92109	100

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition.** The report **must** include a balance sheet and annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No (X)
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No (X)
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to **ANY** pending litigation?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: John Kennedy
Firm: Omnitracs/Qualcomm
Title: CEO
Address: San Rafael Place, San Diego CA
Telephone: 310-498-4730

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: Scott Morrison
Firm: Law Offices of Scott G Morrison
Title: Owner
Address: 304 Kalmia st, suite E . San Diego, CA 92101
Telephone: 619-795-2217

Nature and magnitude of purchase, sale, loan, business, association, etc.:
Mission Beach Town Council President, Client, Networking Group member

REFERENCE NO. 3

Name: Tommy Saska
Firm: Saska's Restaurant
Title: Owner
Address: 3768 Mission Blvd. San Diego, CA 92109
Telephone: 858-775-7311

Nature and magnitude of purchase, sale, loan, business, association, etc.:

Client and Local business associate

REFERENCE NO. 4 Dave Thomas

Name:
Firm: Performance 360
Title: Owner
Address: 1010 Santa Clara Pl. San Diego, CA 92109
Telephone: 703-966-0847

Nature and magnitude of purchase, sale, loan, business, association, etc.:

Current Tenant, Gym owner, local contact

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

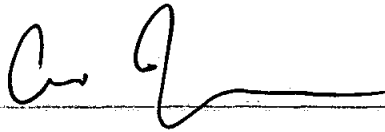
The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name	Casey Josefa Fields
Date of Birth	1/7/84
Place of Birth	Nyack, NY
Social Security Number	130-68-8871
Driver's License Number/State	E2886368
Home Address	3612 Strandway, San Diego, Ca 92109
Previous Address	
Home Telephone No.	850-321-1727
Employer	Self
Occupation	Entrepreneur
Business Address	3612 Strandway, San Diego, Ca 92109
Business Telephone No.	850-321-1727
Business Fax No.	

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date 9/8/15

Signed



Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

Sea Fields Creative, LLC

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

We are creating a outdoor adventure co-work space and team building facility. With access to the Mission Bay Sports center equipment and permitting, we can legally offer standup paddle, kayak, jet ski, sailboat tours, tours and team building activities. We come with a strong desire to promote water safety and education while offering people the chance to get out of the office and enjoy the spectacular mission bay recreational park.

We provide a comfortable, secure space equipped with everything needed to facilitate a successful offsite meeting.

But most importantly Refresh San Diego offers a one of a kind San Diego experience on Mission Bay.

Booking a meeting at Refresh San Diego goes beyond providing teams a chance to get out of the office and be creative in a beautifully designed space.

At Refresh San Diego our outdoor tour guides have the training and experience to assure teams always have a memorable experience. Activities available include stand up paddle board tours, boating, bike tour, hiking, extreme scavenger hunts, picnic in the park, kickball, and many other team building games.

[See attached business overview PDF document for more details.]

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

We will self finance the Leasehold and plan to help beautify the facility upon start of our lease. The majority of our activities will take place outside and in the water. Internal facilities will primarily consist of open indoor group space, so enhancement will mostly be paint and other primary aesthetics.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
	Subscriptions	Groups	Day Rate	Individuals/ Training	
1	\$ 80,000	\$ 246,375	\$ 6,000	\$ 12,000	\$
2	96,000	295,650	7,200	14,000	
3	115,200	354,780	7,920	17,280	
4	138,240	425,736	8,712	20,736	
5	165,888	510,883	9,583	24,883	

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

Casey fields has been an entrepreneur in San diego since 2011 and has operating in the fitness, outdoor adventure, and events markets. Before moving to San diego is 2009 Casey managed all facility rentals and team building events for the Orlando Science Center Museum. Casey has grown multiple company form the groundd up and is eager to make Refresh a success for the city, local businesses, and for herself. Beyond her function as the primary owner, Casey will be responsible for the primary business operations and core watersports program development.

Jake Fields is our key technology advisor that will help grow the business and offerings into San Diegos blossoming HiTech and BioTech industries. His experience in business strategy and also new business coaching will help push our productivity oriented team building experiences.

Jake also currently owns and manages Treeline Interactive, a San Diego based software development and innovation firm. Jake is responsible for managing the strategic growth of Treeline through acquisition of clients like ESPN and Viacom while building the internal human assets for streamlined fulfillment. His background in both technology and user experience allows him to pair key emerging technologies with innovative design to maximize the user experience of client products. Prior to Treeline Jake worked at Motive Advertising through their 10m in funding, leading the creative direction and product design of their proprietary affiliate advertising system. Before that he worked in the interactive industry producing online products for pharmaceutical and manufacturing clients.

Jake has been an adjunct professor at San Diego State University developing coursework and teaching Interactive Marketing Strategies and spent two years teaching Digital Media at Lake Tahoe Community College. He is also actively involved with the San Diego Ad Club and Evo Nexus networking association.

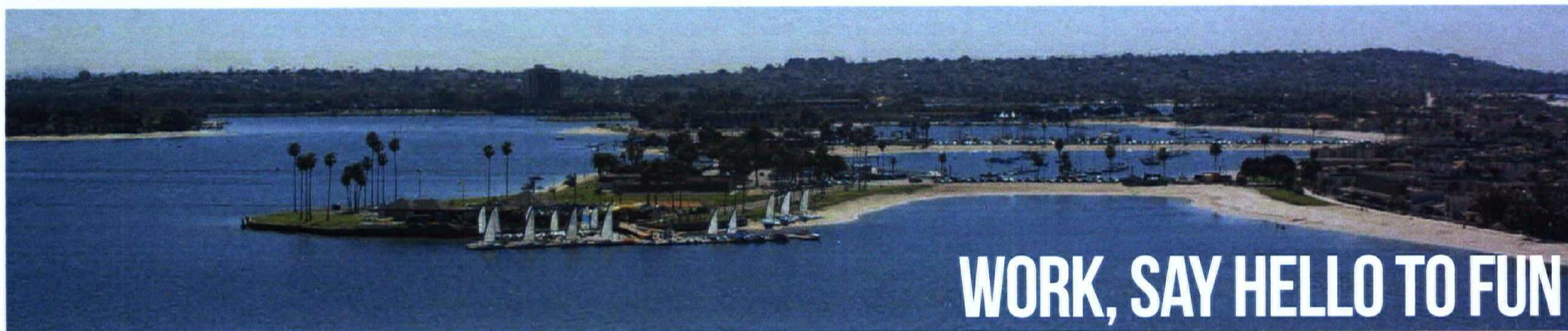
**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).



www.OutdoorFunSanDiego.com



WORK, SAY HELLO TO FUN

[Confidential- Sea Fields Creative LLC]

BUSINESS OPPORTUNITY

Corporate offsite meetings for small groups is a \$24 billion market in the US and on the rise.

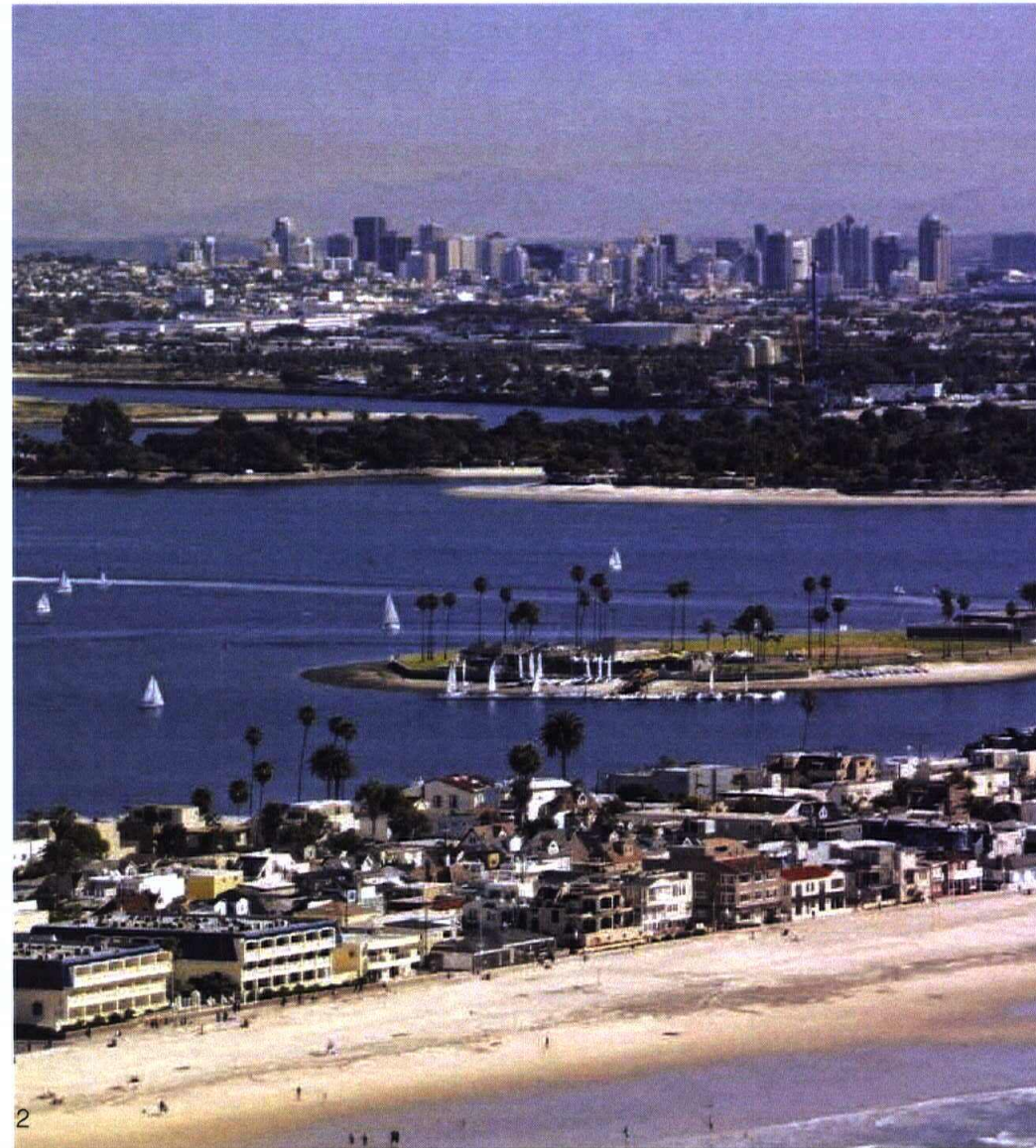
Current trends show demand for companies seeking more dynamic, comfortable, non-traditional spaces to increase creative thinking.

The work culture and creative environments created by big tech companies like Google and Facebook have influenced the demand for similar experiences at other companies.

San Diego is a leading innovation hub, with companies looking to build industry leading culture. With the limitations in traditional office spaces (non-Googleplex like campuses), companies are looking outside their buildings for these meeting spaces.

They are looking for spaces that are comfortable, conducive to work, and offer convenient access to recreational team building activities. Additionally they want solutions that are easy to book and hyper local.

The Mission Bay Sports Center is ideally positioned to provide a creative meeting oasis for companies trapped in stuffy offices Downtown, UTC, Mission Valley, and Sorrento Valley.



VALUE PROPOSITION



Refresh San Diego is a company serving the needs of companies seeking a unique off site meeting and team building experience.

We provide a comfortable, secure space equipped with everything needed to facilitate a successful offsite meeting.

All technology from high speed internet to video and teleconference is available and our technical advisors are always available via phone or in person.

With dozens of healthy and indulgent local food options we make meal planning simple.

But most importantly Refresh San Diego offers a one of a kind San Diego experience on Mission Bay.

Booking a meeting at Refresh San Diego goes beyond providing teams a chance to get out of the office and be creative in a beautifully designed space.

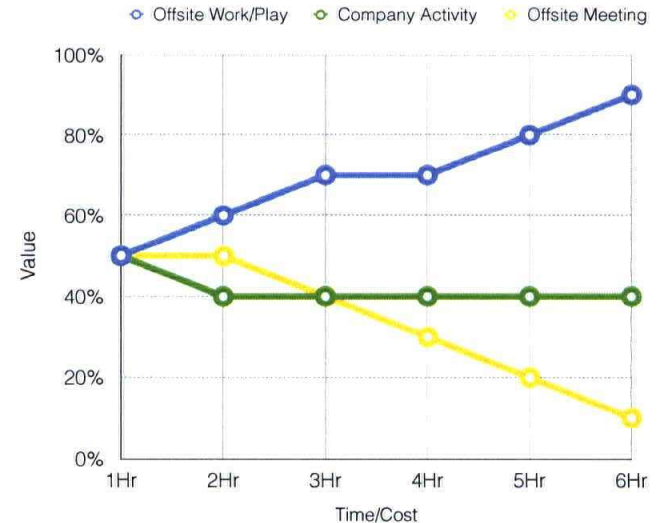
At Refresh San Diego our outdoor tour guides have the training and experience to assure teams always have a memorable experience. Activities available include stand up paddle board tours, boating, bike tour, hiking, extreme scavenger hunts, picnic in the park, kickball, and many other team building games.



UNDERLYING MAGIC

Location! Location! Vocation!

- + For business groups having an offsite location within a twenty minutes of the office is of huge value.
- + Usually meeting the needs of both a productive meeting and a successful team meeting outing is difficult and comes with compromise however Refresh San Diego is able to do both exceptionally well.
- + The unique space is optimal for serving both groups and individuals and we offer convenient pricing packages. Facilities and services are available on demand and with subscriptions.
- + Guest are able to book meetings, activities, or meetings and activities together. Our online booking scheduler is managed by computer algorithms that optimize availability.
- + Refresh San Diego offers companies the opportunity to provide their employees and business associates with an experience rarely found outside a huge tech company campus.



SCAVENGER HUNT TEAM CHALLENGES



TEAM SUP TOURS



REFRESH SAN DIEGO



GROUP BOATING



JETSKI ADVENTURES



REFRESH SAN DIEGO

ZORB RACES AND GAMES



*POTENTIAL TBD

COLLABORATIVE WORKSPACE



WATERFRONT TEAM BUILDING

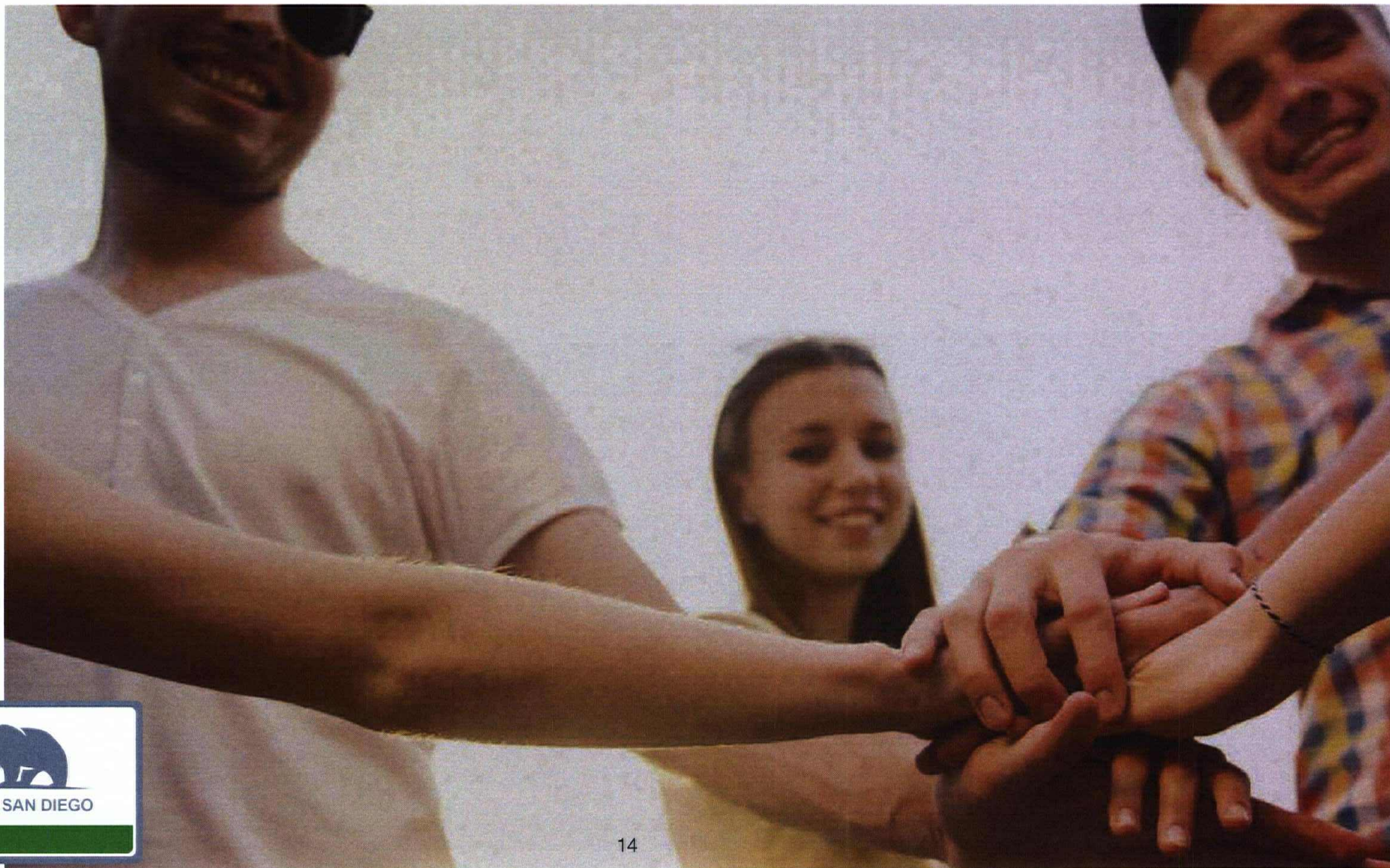


TEAM KAYAK TOURS



REFRESH SAN DIEGO

TEAMWORK EXERCISES



TEAMWORKING SPACE



GROUP KAYAK TOURS





CORPORATE

- Annual subscriptions from corporations that frequently hold offsite meetings. (This is the best package for companies like Qualcomm with lots of employees and/or various divisions)
- Annual subscriptions from corporations for individual employees to work and play at Refresh San Diego on their own schedule. (Comparable to a gym membership or other employee perk program)

CASUAL

Individual day use of meeting space and/or activities.

- Packaged priced day use of meeting space and or activities. (This is a popular request from corporations who wish to secure reservations for quarterly meetings.)
- Single meeting and/or activity

GO TO MARKET

- Initial efforts will be to build upon Outdoor Fun San Diego's existing base of group tour customers.
- Refresh San Diego has an extensive network of contacts in senior level positions at local companies. These contacts will be leveraged to boost corporate subscription sales.
- Direct marketing and cosponsored activities will be used to engage business networking organization
- Partnerships with meeting planners and local hotels
- Email and digital marketing campaigns

ONLINE AND SOCIAL MEDIA
CAMPAIGN LAUNCH

DIRECT CORPORATE SALES

SCALE GROUP TOURS

HOTEL AND MEETING PLANNER
PARTNERSHIPS

DIRECT PROMOTIONS TO
INDIVIDUALS

EMAIL & ONLINE MARKETING
CAMPAIGNS

DISTANT SALES
(OUTSIDE SAN DIEGO MARKET)



+ \$75

/person San Diego Scavenger Hunts

+ \$1,100

/group of 15, La Jolla Team Outing Kayak Tour

+ \$140/m

for individuals - MakerPlace Membership

+ \$800-\$2,000

per day, Catamaran Basic Meeting Space

EQUIPMENT RENTAL PARTNERS

Refresh San Diego focuses business efforts on providing a one of a kind experience for corporate guest by providing unique meeting spaces and a facilitating group activities.

We hope to bring a substantial amount of new business to our partners at the Mission Bay Aquatics Center by partnering with them to provide equipment rentals for group water sports.

Refresh San Diego is in an excellent position to further promote all the benefits of the Mission Bay Sports Center. We anticipate that introducing our guests through their corporate meetings with Refresh San Diego will spark interest and return visits to MBAC with family and friends.



MANAGEMENT TEAM



CASEY FIELDS

Owner

Born and raised in the suburbs of New York City, Casey has long held a love for the outdoors from snowboarding the slopes of Vermont to surfing the waves in Florida. After graduating from Florida State University as a communications major with a minor in business, she began her career as a professional non-profit events planner.

However, after migrating to California her appreciation for San Diego's beautiful weather and limitless outdoor opportunities inspired her to think bigger. Armed with the skills of executing detail-oriented events and a passion for outdoor adventures she established OFSD in the fall of 2011. From that point forward she has worked tirelessly to create top-notch adventures for local San Diegans and visitors to the area.



JAKE FIELDS

Advisor

Jake Fields is our key technology advisor that will help grow the business and offerings into San Diego's blossoming HiTech and BioTech industries. His experience in business strategy and also new business coaching will help push our productivity oriented team building experiences.

Jake also currently owns and manages Treeline Interactive, a San Diego based software development and innovation firm. Jake is responsible for managing the strategic growth of Treeline through acquisition of clients like ESPN, XGames, Mammoth Mt. and many more.

Jake has been an adjunct professor at San Diego State University developing coursework and teaching Interactive Marketing Strategies and spent two years teaching Digital Media at Lake Tahoe Community College. He is also actively involved with the San Diego Ad Club and Evo Nexus networking association.

FINANCIAL PROJECTIONS AND KEY METRICS

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