

ASSIGNMENT OF AMENDED AND RESTATED LEASE AGREEMENT ("Assignment")

WHEREAS, Downtown Property Group USA, LLC ("Assignor") is the lessee under that certain Amended and Restated Lease Agreement dated May 16, 2008 and recorded in Book 6330, Page 87; as amended by that certain Amendment to Amended and Restated Lease Agreement dated March 14, 2014 and recorded in Book 7156, Page 1324; and as assigned to Assignor by that certain Assignment of Amended and Restated Lease Agreement dated April 9, 2014 and recorded in Book 7156, Page 1450, all of the Official Records of Escambia County, Florida (collectively, the "Amended And Restated Lease"), which pertains to property described on Exhibit A; and

WHEREAS, Assignor desires to assign all of its rights and interest in the Amended and Restated Lease to Harbourmaster Pensacola, LLC, a Florida limited liability company having an address of 997 South Palafox Street, Pensacola, FL 32502 ("Assignee"); and

WHEREAS, the Assignment has been approved by the City of Pensacola.

NOW THEREFORE, for and in consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignor does transfer, assign and convey all of its interest in Amended and Restated Lease to Assignee. Assignee hereby assumes and covenants to comply with the provisions of the aforesaid Amended and Restated Lease from the date of this Assignment. Assignor covenants that Assignor is the owner of the leasehold estate set forth in the Amended and Restated Lease, that Assignor has the right to transfer the same and has received the prior approval of the City of Pensacola with regard to this Assignment, that this Assignment is free and clear of any liens or encumbrances subject to the matters set forth on Exhibit B; that Assignee may at all times peaceably and quietly enter upon, hold, occupy and enjoy said leasehold estate subject to the matters set forth on Exhibit B, that Assignor shall make such further assurances as to protect the Assignee in the leasehold estate under the Amended and Restated Lease, and Assignor shall defend the same against the lawful claims of all persons, except as otherwise provided herein.

Executed on _____, 2021.

ASSIGNOR

Downtown Property Group USA, LLC,
a Florida limited liability company

Witnesses:

By: _____

Print: _____

By: American Healthcare Partners, LLC
a Delaware limited liability company

By: _____

Print: _____

By: _____

Alexander Cover

Its: Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Alexander Cover, III, as Manager of American Healthcare Partners, LLC, a Delaware limited liability company, as Manager of Downtown Property Group USA, LLC, a Florida limited liability company () who is personally known to me or () who produced a valid driver's license as identification.

NOTARY PUBLIC

Typed Name:

My Commission Expires:

Exhibit "A"

Property as described in: Amended and Restated Lease Agreement dated May 16, 2008 and recorded in O.R. Book 6330, Page 87, Public Records of Escambia County, Florida and the amendment thereto recorded in O.R. Book 7156, Page 1324 of the Public Records of Escambia County, Florida. (As to Parcel 1. Parcel 2 is not conveyed herein as it is only subject to being Additional Property under the terms of the Amended And Restated Lease.)

Parcel 1

That certain parcel known as and referred to as "Marina Lease Area B-2" or the "Harbourmaster Building", the legal description for which is as follows:

Commence at the Northwest corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola Copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34 minutes 11 seconds East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25 minutes 49 seconds East for a distance of 8.12 feet; thence North 79 degrees 23 minutes 15 seconds East for a distance of 117.00 feet; thence South 10 degrees 36 minutes 45 seconds East for a distance of 642.43 feet; thence, North 79 degrees 29 minutes 51 seconds East for a distance of 288.58 feet; thence South 10 degrees 37 minutes 31 seconds East for a distance of 520.29 feet; thence South 79 degrees 29 minutes 22 seconds, West for a distance of 114.07 feet; thence South 10 degrees 44 minutes 42 seconds East for a distance of 10.79 feet to the Point of Beginning. Thence continue South 10 degrees 44 minutes 42 seconds East for a distance of 125.00 feet; thence North 79 degrees 15 minutes 18 seconds East for a distance of 40.00 feet; thence North 10 degrees 44 minutes 42 seconds West for a distance of 83.00 feet; thence North 79 degrees 15 minutes 18 seconds East for a distance of 20.00 feet; thence North 10 degrees 44 minutes 42 seconds West for a distance of 17.00 feet; thence North 79 degrees 15 minutes 18 seconds East for a distance of 18.00 feet; thence North 43 degrees 43 minutes 22 seconds East for a distance of 25.81 feet; thence North 10 degrees 44 minutes 42 seconds West for a distance of 10.00 feet; thence South 79 degrees 15 minutes 18 seconds West for a distance of 99.00 feet to the point of Beginning.

Containing 0.15 acres, more or less and all lying and being in Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Which property is also depicted and described in Official Records Book 4575 at Page 0783 of the Public Records of Escambia County, Florida.

Parcel 2 (This parcel is not conveyed herein as it is only subject to being Additional Property under the terms of the Amended And Restated Lease)

That certain Parcel known as and referred to as "Marina Lease Area B-1"

Described as follows:

Commence at the North West corner of Lot 1, Block 34, of the Waterfront Tract or Pintado Grant according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; thence South 10 degrees 34 minutes 11 seconds East along the Westerly line of said Block 34 and the extension thereof for a distance of 257.00 feet; thence North 78 degrees 25 minutes 49 seconds East for a distance of 8.12 feet; thence North 79 degrees 23 minutes 15 seconds East for a distance of 117 .00 feet; thence South 10 degrees 36 minutes 45 seconds East for a distance of 642.43 feet; thence North 79 degrees 29 minutes 51 seconds East for a distance of 288.58 feet; thence go South 10 degrees 37 minutes 31 seconds East for a distance of 520.29 feet; thence go South 79 degrees 29 minutes 22 seconds West for a distance of 114.07 feet; thence South 10 degrees 44 minutes 42 seconds West for a distance of 10.79 feet; Thence continue South 10 degrees 44 minutes 42 seconds East for a distance of 125.00 feet; thence go North 79 degrees 15 minutes 18 seconds East for a distance of 8.98 feet to the point of beginning; thence go South 10 degrees 44 minutes 42 seconds East for a distance of 4.52 feet; thence go South 76 degrees 07 minutes 18 seconds East for a distance of 41.79 feet to a point on a Non-Tangent curve being concave Southeasterly and having a radius of 137.68 feet; thence go Northeasterly along the arc of said curve having a radius of 137.68 feet for an arc distance of 83.81 feet (Delta= 34 degrees 52 minutes 38 seconds, Chord Bearing=N 18 degrees 32 minutes 15 seconds East, Chord Distance = 82.52 feet) to a Point of Non-Tangency; thence go North 47 degrees 08 minutes 36 seconds East for a distance of 23.83 feet; thence go North 11 degrees 01 minutes 20 seconds West for a distance of 62.36 feet; thence go South 79 degrees 15 minutes 18 seconds West for a distance of 8.21 feet; thence Go South 10 degrees 44 minutes 42 seconds East for a distance of 10.00 feet; thence go South 43 degrees 43 minutes 22 seconds West for a distance of 25.81 feet; thence go South 79 degrees 15 minutes 18 seconds West for a distance of 18.00 feet; thence go South 10 degrees 44 minutes 42 seconds East for a distance of 17 .00 feet; thence go South 79 degrees 15 minutes 18 seconds West for a distance of 20.00 feet; thence go South 10 degrees 44 minutes 42 seconds East for a distance of 83.00 feet; thence go South 79 degrees 15 minutes 18 seconds West for a distance of 31.02 feet to the point of beginning. The above described parcel of land is situate in a portion of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Exhibit B

1. Subject to Terms and Conditions of and Easements set forth in Commercial Lease Agreement recorded in Official Records Book 4396, Page 733, with Amendments in Official Records Book 4575, Page 768, and Official Records Book 4684, Page 932, and Marina Lease Agreement in Official Records Book 4203, Page 1071, with Amendments in Official Records Book 4720, Page 1937, Official Records Book 5303, Page 1691, and Official Records Book 6343, Page 1672, with Amended and Restated Lease Agreement in Official Records Book 6330, Page 87, as Amended in Official Records Book 7156, Page 1324, with Sublease in Official Records Book 5928, Page 1065, which was assigned in Official Records Book 6147, Page 1161, and Terminated in Official Records Book 7156, Page 1361, with Assignments of Sublease in Official Records Book 7156, Page 1396 and Official Records Book 7156, Page 1450, and Sub-Sublease Agreement in Official Records Book 7156, Page 1438, of the Public Records of Escambia County, Florida.
2. Easement Agreement recorded in O.R. Book 7156, Page 1478 of the Public Records of the Escambia County, Florida.
3. Declaration of Covenants and Restrictions recorded in O.R. Book 7156, Page 1406, of the Public Records of Escambia County, Florida.
4. Nonexclusive Revocable Parking license recorded in O.R. Book 5027, Page 847, of the Public Records of Escambia County, Florida.
5. Agreement between City of Pensacola and the State of Florida Department of Environmental Regulation recorded in Official Records Book 2906, Page 174, of the Public Records of Escambia County, Florida.