

**Exhibit B**

**Form of Assignment and Assumption of Lease**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Above Space for Recorder's Use Only)

**ASSIGNMENT AND ASSUMPTION OF LEASE  
(CYM CHULA VISTA)**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CALIFORNIA YACHT MARINA – CHULA VISTA, LLC, a California limited liability company ("Assignor"), and \_\_\_\_\_, a Delaware limited liability company ("Assignee"), with reference to the following:

**RECITALS:**

A. The San Diego Unified Port District, a public corporation, as lessor, and Assignor (as successor by assignment from California Yacht Marina, Inc.), as lessee, are parties to that certain Lease dated June 26, 1989 and recorded on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ in the Official Records of the Recorder's Office of San Diego County, California (the "Official Records"), concerning the real property commonly known as "CYM Chula Vista" located at 640 Marina Parkway Chula Vista, California 91910, as more particularly described on Exhibit A attached hereto (the "Premises"), which lease has been amended by the parties thereto from time to time (as amended, the "Lease").

B. Assignor, as Seller, and Assignee, as Buyer (as successor by assignment from SH Marinas, LLC), are parties to that certain Agreement of Purchase and Sale dated as of \_\_\_\_\_, 2021 (as amended and/or assigned, the "Purchase Agreement") concerning the purchase and sale of all of Assignor's right, title and interest in and to the Lease, together with all of Assignor's right, title and interest in and to the improvements located on the Premises (the "Improvements"). Terms that are capitalized but not defined in this Assignment shall have the respective meanings given to them in the Purchase Agreement.

C. By this Assignment, Assignor and Assignee desire to consummate the purchase and sale of Assignor's right, title and interest in and to the Lease and the Improvements as contemplated by the Purchase Agreement.

**AGREEMENT:**

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment by Assignor. Effective upon the date of recordation of this Assignment in the Official Records (the "Effective Date"), Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Lease and the Improvements.

2. Assumption by Assignee. Assignee hereby accepts such assignment and conveyance of the Lease and the Improvements, and Assignee assumes and agrees to keep, perform and fulfill all of the duties, covenants, provisions, conditions and obligations of Assignor contained in the Lease which arise or are incurred or are related to events occurring from and after the Effective Date.

3. Indemnities. Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all Claims which Assignee may incur, sustain, or suffer, on or after the Effective Date arising out of, pertaining to or in any way connected with a default under the Lease by Assignor prior to the Effective Date. Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all Claims which Assignor may incur, sustain, or suffer, on or after the Effective Date arising out of, pertaining to or in any way connected with a default under the Lease by Assignee on or after the Effective Date.

4. Additional Assurances. Assignor and Assignee shall, as may be reasonably requested by the other party from time to time, provide such additional assurances, execute and deliver such instruments, assignments, certificates, or other documents, and take such actions as reasonably shall be necessary or desirable to evidence and to give full effect to the provisions of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

6. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State in which the Premises is located.

8. Disclaimer. Except for the express warranties and representations of Assignor set forth in this Assignment or in the Purchase Agreement, if any, this Assignment is made without any warranty or representation, express or implied, respecting the Lease and the Improvements.

*[Signature Page Follows]*

Assignor and Assignee have executed this Assignment and Assumption of Lease as of the Effective Date.

**ASSIGNOR:**

**CALIFORNIA YACHT MARINA – CHULA  
VISTA, LLC,**

a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

[SHMSPENName],

a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_