

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made and entered into effective as of the 24th day of November, 2014 ("**Effective Date**"), by and between **AAA AUTO CLUB SOUTH, INC.**, a Florida non-profit corporation, formerly known as Peninsula Motor Club, Inc. ("**Assignor**"), and **UNITED INSURANCE HOLDINGS CORP.**, a Delaware corporation ("**Assignee**").

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby assign, transfer, set over and convey unto Assignee that certain lease as further described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Parking Lot Lease**"). The property subject to the Parking Lot Lease is described on **Exhibit B** (the "**Parking Lot Property**");

TO HAVE AND TO HOLD the same unto Assignee and Assignee's successors and assigns, from and after the Effective Date, subject, however, to the terms, covenants, conditions and provisions of the Lease and the terms and conditions hereinafter provided.

1. **Assignor's Representations, Warranties and Obligations.** Assignor hereby represents and warrants that: (a) it has not previously assigned the Lease; (b) Assignor is in substantial compliance with the terms of the Lease; and (c) there are no known defaults under the Lease existing at the time of the execution of this Assignment.

2. **Indemnification.** Assignor shall defend, indemnify and save harmless Assignee from and against any and all liability, demands, obligations, claims, liens, encumbrances, damages, costs, expenses, actions, and causes of action (together with reasonable attorneys fees and costs), arising out of or accruing under the Lease relating to the time period prior to the Effective Date.

3. **Acceptance of Assignment.** Assignee hereby accepts the assignment of the Lease, subject to the terms and conditions hereof, and from and after the Effective Date assumes and becomes responsible for and agrees to perform and observe Assignor's covenants to be performed as the "Tenant" under the covenants of the Lease.

4. **Successors and Assigns.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of, and shall bind, all parties hereto and their respective successors and assigns.

5. **Construction.** Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders.

6. **Governing Law.** The parties agree that the law of the State of Florida shall govern the construction, interpretation and enforcement of this Assignment.

7. **Entire Agreement.** No variation, modifications or changes hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE FOR ASSIGNMENT AND ASSUMPTION OF LEASE

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

AAA AUTO CLUB SOUTH, INC., a Florida
corporation, a successor in interest to
Peninsula Motor Club, Inc.

(Witness Signature):
Name Printed: _____

By: _____
Name: _____
Its: _____

(Witness Signature)
Name Printed: _____

Date signed by Assignor: _____

AS TO ASSIGNOR


Signed, sealed and delivered
in the presence of:

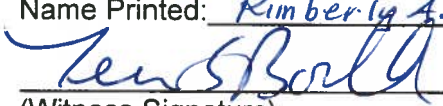
ASSIGNEE:

UNITED INSURANCE HOLDINGS CORP.,
a Delaware corporation



(Witness Signature):
Name Printed: Kimberly A. Salmon

By: 
Name: John Forney
Its: President and CEO



(Witness Signature)
Name Printed: Teri Bovell

Date signed by Assignee: 11/24/14

AS TO ASSIGNEE

SIGNATURE PAGE FOR ASSIGNMENT AND ASSUMPTION OF LEASE

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

AAA AUTO CLUB SOUTH, INC., a Florida
corporation, a successor in interest to
Peninsula Motor Club, Inc.

Janet L. Holston
(Witness Signature):
Name Printed: Janet L. Holston

Margaret A. St. Andre
(Witness Signature)
Name Printed: Margaret A. St. Andre

By: S. H. Maloney
Name: Sean H. Maloney
Its: Senior Vice President & Treasurer

Date signed by Assignor: 11/20/14

AS TO ASSIGNOR

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

UNITED INSURANCE HOLDINGS CORP.,
a Delaware corporation

(Witness Signature):
Name Printed: _____

By: _____
Name: _____
Its: _____

(Witness Signature)
Name Printed: _____

Date signed by Assignee: _____

AS TO ASSIGNEE

ACKNOWLEDGEMENT OF THE CITY OF ST. PETERSBURG ("City")

The City acknowledges the existence and effectiveness of the Lease described in the aforesaid Assignment and Assumption of Lease ("Assignment") and acknowledges the Assignment as described therein.

Signed, sealed and delivered
in the presence of:

CITY:

CITY OF ST. PETERSBURG



(Witness Signature):
Name Printed: MIKE PSARAKIS



(Witness Signature)
Name Printed: DIANE BOZICH

By: 
Name: Bruce E. Grimes
Its: Director, Real Estate & Property Management

Date signed by City: 11/21/14

Legal: 00207089.doc V. 2

EXHIBIT A
to Assignment and Assumption of Lease

That certain Lease Agreement dated May 21, 1987, by and between Morris Developments, Inc., a Texas corporation as Landlord, and Peninsula Motor Club, Inc., a Florida corporation as Tenant, as subsequently amended, ratified and assigned by that certain Amendment, Ratification and Assignment of Lease dated October 31, 1988, by and among Landlord; The City of St. Petersburg, Florida, a Florida municipal corporation ("City"); Tenant; and The Morris/Mills Joint Venture, a Florida joint venture, the sole venturers of which are Morris Interests, Inc., a Florida corporation, formerly known as 163 First Avenue North Corporation; Morris Developments of Florida, Inc., a Florida corporation, and Morris Developments Group, Inc., a Florida corporation (collectively, "Morris Group") whereby the Lease Agreement was assigned to Morris Group and the City consented to the Lease.

EXHIBIT B
to Assignment and Assumption of Lease
Parking Lot Property

Lot 3, Block 1, Webb City Replat, according to the plat thereof, as recorded in Plat Book 90, Page 74 of the Public Records of Pinellas County, Florida, and described in the Lease as Lot 3, Block 1, Webb City Replat, Parcel IV, as noted on the below description.

