

EXHIBIT "B"

After recording return to:

ASSIGNMENT OF MAINTENANCE AGREEMENT

THIS ASSIGNMENT OF MAINTENANCE AGREEMENT (this "Assignment"), is made as of _____, 2022 ("Effective Date") by and between **VRS/BROADSTONE CYPRESS HAMMOCKS LLC**, a Delaware limited liability company ("Assignor") and **MFREVF IV – CYPRESS, LLC**, a Delaware limited liability company ("Assignee"), and acknowledged by the City of Coconut Creek, a Florida municipal corporation ("City").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of August 19, 2022, by and between Assignee and Assignor (as the same may have been amended, modified or assigned, the "Sale Agreement"), Assignor agreed to sell to Assignee, that certain real property located at 5201 W. Hillsboro Boulevard, Coconut Creek, FL, as more particularly described in the Sale Agreement (collectively, the "Real Property"); and

WHEREAS, Assignor and City entered into that certain Right-of-way Maintenance Agreement dated July 26, 2012 (the "Maintenance Agreement") in relation to the Real Property, which Maintenance Agreement was authorized to be executed by that certain Resolution No. 2012-59 of the City Commission, dated July 26, 2012 and recorded September 6, 2012, in Book 49053, Page 1087, Records of Broward County Commission, Deputy Clerk 1026, Florida; and

WHEREAS, Assignor wants to assign to Assignee and Assignee wants to assume the Maintenance Agreement; and

WHEREAS, the Maintenance Agreement provides that, prior to assigning the Maintenance Agreement, Assignor must obtain City's approval thereto, which approval shall not be unreasonably withheld. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Maintenance Agreement attached as **Exhibit A** attached hereto. Assignee hereby accepts the foregoing assignment of the Maintenance Agreement and assumes the obligations with respect thereto from and after the Effective

Date.

2. Consent by City. City hereby consents to the Assignment of the Maintenance Agreement to Assignee and is executing this Assignment as an acknowledgement of such consent pursuant to Section 5 of the Maintenance Agreement. Furthermore, City's acceptance of this Assignment confirms that there are no defaults under the Maintenance Agreement as of the Effective Date; provided, however that, it shall not be construed as releasing Assignor from full performance of the provisions of the Maintenance Agreement prior to the Effective Date.

3. Miscellaneous. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State in which the Real Property is located (Florida) applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

Witnesses:

Witness 1:



Print Name: George Kaswan

VRS/BROADSTONE CYPRESS HAMMOCKS LLC, a Delaware limited liability company

By: VRS Cypress Hammocks LLC, a Virginia limited liability company, its Managing Member

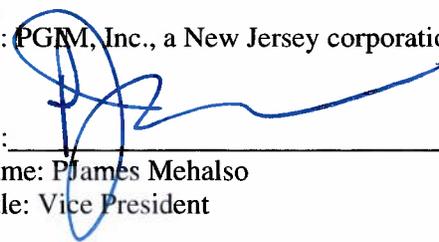
Witness 2:



Print Name: Ryan Kelly

By: VRS PIM Holding CO LLC, a Virginia limited liability company, its sole member

By: PGM, Inc., a New Jersey corporation, its Manager

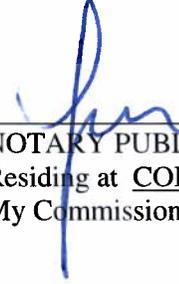

By: _____
Name: Pjames Mehalso
Title: Vice President

STATE OF GEORGIA)
) ss.
County of COBB)

On this 31st day of July, 2023, before me M. Goretzki, personally appeared Pjames Mehalso, known or identified to me to be the Vice President of VRS/Broadstone Cypress Hammocks LLC, a Delaware limited liability company, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





NOTARY PUBLIC FOR GEORGIA
Residing at COBB
My Commission Expires April 8, 2025

ASSIGNEE:

MFREVF IV - CYPRESS, LLC,
a Delaware limited liability company

Witnesses:

Witness 1:

[Signature]

Print Name: Ariel Murray

Witness 2:

[Signature]

Print Name: Meredith Kate

By: **Mesirow Financial REVF IV REIT, LLC,**
a Delaware limited liability company,
its sole member

By: *[Signature]*
Name: Alasdair Cripps
Title: President

STATE OF ILLINOIS)

County of Cook) ss.
)

On this 30th day of January, ~~2023~~ ²⁰²⁴, before me Alasdair Cripps,
personally appeared Alasdair Cripps, known or identified to me to be the President of Mesirow Financial
REVF IV REIT, LLC, a Delaware limited liability company, the sole member of MFREVF IV - Cypress,
LLC, a Delaware limited liability company, the limited liability company that executed the instrument or
the person who executed the instrument on behalf of said limited liability company, and acknowledged to
me that such limited liability company executed the same.

I have hereunto set my hand and affixed my official seal the day and year in this certificate first
above written.

[Signature]

NOTARY PUBLIC FOR ~~IDAHO~~ ILLINOIS
Residing at 11180 S. Hermosa Ave, Chicago, IL 60643
My Commission Expires 9-28-27



CITY ACKNOWLEDGEMENT

Witnesses:

Witness 1:

Print Name: _____

Witness 2:

Print Name: _____

Attest:

Joseph J. Kavanagh, City Clerk

CITY:

City of Coconut Creek,
a Florida municipal Corporation

By: _____

Name: Sheila N. Rose

Title: City Manager

Approved as to legal form:

Terrill C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as the _____ of the City of Coconut Creek, on behalf of the City of Coconut Creek, who is () personally known to me, or () has produced a driver's license as identification.

NOTARY PUBLIC, State of Florida

Print Name: _____

My Commission expires: _____

Serial No: _____

(SEAL)

EXHIBIT A
MAINTENANCE AGREEMENT
(Attached.)