

WRITTEN CONSENT OF MANAGER

The undersigned, being the manager (the “**Manager**”) of Versity Invest, LLC, a Delaware limited liability company (the “**Company**”), which is the sole member and manager of (i) Apex South Creek IB, LLC, a Delaware limited liability company (the “**Initial Beneficiary**”), (ii) Apex South Creek ST, LLC, a Delaware limited liability company (the “**Signatory Trustee**”), which is the signatory trustee of Apex South Creek, DST, a Delaware statutory trust (the “**Trust**”), and (iii) Apex South Creek LeaseCo, LLC, a Delaware limited liability company (the “**Master Tenant**”), hereby consents to and adopts the following recitals and resolutions and waives any right to proper notice in connection therewith:

Loan

WHEREAS, the Trust has agreed to purchase the property to be known as Apex South Creek, located at 3060 Southcreek Boulevard, Orlando, Florida 32824 (the “**Property**”);

WHEREAS, the Trust seeks to secure financing in the approximate principal amount of Forty-Five Million Nine Hundred Ninety-Four Thousand and No/100 Dollars (\$45,994,000) (the “**Loan**”) from Walker & Dunlop, LLC, a Delaware limited liability company, which Loan will be secured by the Property, among other property;

WHEREAS, in connection with the operation and acquisition of the Property, as applicable, it is deemed advisable and in the best interests of the Trust that the Trust enter into the Master Lease (the “**Master Lease**”) dated as of the date hereof with the Master Tenant and the Loan and other documents related to this transaction listed on Exhibit A attached hereto and made a part hereof, copies of which have been heretofore reviewed by the undersigned (collectively, the “**Trust Transaction Documents**”);

WHEREAS, it is deemed advisable and in the best interests of the Master Tenant to enter into the Master Lease and the Loan and other documents related to this transaction listed on Exhibit B attached hereto, copies of which have been heretofore reviewed by the undersigned (the “**Master Tenant Transaction Documents**”); collectively with the Trust Transaction Documents and any other documents relating to the transactions described herein, the “**Transaction Documents**”).

NOW, THEREFORE, BE IT, RESOLVED, that the form, terms and provisions of the Transaction Documents and the performance of the obligations by the Trust, the Master Tenant, the Initial Beneficiary and the Company thereunder be, and hereby are, in all respects, approved; and further resolved, that the undersigned, as the Manager of the Company, which is the manager of the Master Tenant and the Signatory Trustee, which is the signatory trustee of the Trust, be, and hereby is, authorized and empowered, on behalf of the Company, the Master Tenant and/or the Trust, as authorized signatory thereof, to execute, deliver and cause the performance thereunder by the Company, the Master Tenant and the Trust;

FURTHER RESOLVED, that the undersigned, as the Manager of the Company, which is the manager of the Master Tenant, the Initial Beneficiary and the Signatory Trustee, which is the signatory trustee of the Trust, be, and hereby is, authorized and empowered, on behalf of the Company, the Master Tenant and/or the Trust, as authorized signatory thereof, to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the Transaction Documents, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the Transaction Documents and to execute and deliver all such supplemental agreements, instruments, certificates or documents in the name and on behalf of the Company, the Initial Beneficiary, the Signatory Trustee, the Master Tenant and/or the Trust, which shall in his sole judgment be necessary, proper or advisable in order to perform the obligations of the applicable parties under or in connection with the Transaction Documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolution;

FURTHER RESOLVED, that the undersigned, as the Manager of the Company, which is the manager of the Master Tenant, the Initial Beneficiary and the Signatory Trustee, which is the signatory trustee of the Trust, be, and hereby is, authorized and empowered, on behalf of the Company, the Master Tenant, the Initial Beneficiary and/or the Trust, as authorized signatory thereof, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the Transaction Documents which shall in his sole judgment be necessary, proper or advisable;

General Authority


FURTHER RESOLVED, that the lawful acts and activities taken by the undersigned, as the Manager of the Company, which is the manager of the Master Tenant, the Initial Beneficiary and the Signatory Trustee, which is the signatory trustee of the Trust, be, and hereby are, hereby ratified and confirmed;

FURTHER RESOLVED, that the undersigned, as the Manager of the Company, which is the manager of the Master Tenant, the Initial Beneficiary and the Signatory Trustee, which is the signatory trustee of the Trust, be, and hereby is, authorized, empowered and directed, on behalf of the Company, the Initial

Beneficiary, the Signatory Trustee, the Master Tenant and/or the Trust, as authorized signatory thereof, to take such other actions as may be necessary or advisable to carry out the intent and purposes expressed in the foregoing resolutions; and

[signatory page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Written Consent as of the ___ day of November 2022.



Tanya Muro

Being a Manager of the Company, which is the Manager of the Signatory Trustee, the Initial Beneficiary and the Master Tenant.

[Signature Page to Written Consent of Manager – Apex South Creek]

EXHIBIT A

Trust Transaction Documents

1. Multifamily Loan and Security Agreement;
2. Multifamily Note;
3. Multifamily Mortgage, Assignment of Rents and Security Agreement;
4. Collateral Assignment of Subordination, Assignment and Security Agreement – Delaware Statutory Trust;
5. Subordination, Assignment and Security Agreement – Delaware Statutory Trust;
6. Assignment of Management Agreement and Subordination of Management Fees;
7. Assignment of Assignment of Management Agreement and Subordination of Management Fees;
8. Agreement to Amend or Comply; and
9. MMP and O&M Programs Implementation Certificate.

EXHIBIT B

Master Tenant Transaction Documents

1. Assignment of Management Agreement and Subordination of Management Fees;
and
2. Subordination, Assignment and Security Agreement – Delaware Statutory Trust.