

### THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") dated as of September 28, 2022 (the "Effective Date"), is made by and between **DHIC – SOUTH CREEK, LLC**, a Delaware limited liability company ("Seller"), and **APEX SOUTH CREEK, DST**, a Delaware statutory trust ("Buyer"), assignee of **VERSITY INVEST, LLC**, a Delaware limited liability company ("Original Buyer"). Seller and Buyer are sometimes individually referred to herein as a "Party", and collectively as the "Parties".

#### RECITALS

A. Seller and Original Buyer entered into that certain Purchase and Sale Agreement dated as of August 1, 2022, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of August 8, 2022, and as reinstated and further amended by that certain Reinstatement and Second Amendment to Purchase and Sale Agreement (the "Second Amendment") dated as of August 19, 2022 (collectively, the "Agreement"), in connection with the sale of certain real and personal property located in Orange County, Florida, as is more particularly described in the Agreement.

B. By letter dated August 22, 2022, Original Buyer sent to Seller a notice to proceed in accordance with Section 2.5 of the Agreement.

C. Pursuant to that certain Assignment of Purchase and Sale Agreement effective as of September 1, 2022, Original Buyer assigned to Buyer all of Original Buyer's right, title and interest in and to the Agreement to Buyer, and Buyer assumed all of Original Buyer's duties and obligations under the Agreement.

D. Seller and Buyer desire to further amend the Agreement as set forth below. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree that:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Amendment by reference.

2. Earnest Money. As of the Effective Date, Earnest Money in the amount of \$1,650,000 is deposited with the Title Company. Not later than October 3, 2022, Buyer will (a) deposit with the Title Company an additional \$950,000 of Earnest Money and (b) cause the Title Company to release to Seller \$1,500,000 of the Earnest Money. Additionally, not later than October 12, 2022, Buyer will deposit an additional \$900,000 of Earnest Money with the Title Company, for a total Earnest Money Deposit of \$3,500,000, \$1,500,000 of which shall be held by Seller, and all of which shall be applied to the Purchase Price at Closing.

3. Closing Date. The Closing Date is extended from September 28, 2022 to October 31, 2022.

4. Buyer Termination Rights. Buyer confirms that it may only terminate the Agreement as permitted in accordance with Sections 4.5, 5.2 and 8.2.

5. Pre-Closing Repairs. Buyer confirms that all Repair Items (as that term is defined in the Second Amendment) have been timely made by Seller.

6. Amendment to Declaration of Restrictive Covenants. Buyer confirms that the First Amendment to Declaration of Restrictive Covenants in the form attached hereto as Exhibit A, when fully executed and recorded, will satisfy, in all respects, the requirements set forth in Section 6 of the Second Amendment.

7. No Defaults. To Buyer's current actual knowledge, Seller is not in default under the Agreement, nor has an event occurred that, with the passage of time and/or notice, would constitute a default by Seller under the Agreement. Upon the execution of this Amendment by both Seller and Buyer, to Seller's current actual knowledge, Buyer is not in default under the Agreement, nor has an event occurred that, with the passage of time and/or notice, would constitute a default by Buyer under the Agreement.

8. Miscellaneous. The recitals above in this Amendment are true and correct and incorporated into this Amendment for all purposes. This Amendment is incorporated into the Agreement by reference. Other than this Amendment, the Agreement has not been modified or amended and is in full force and effect. This Amendment and the Agreement embody the entire agreement between the Parties relative to the subject matter, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter, which are not expressly set forth in this Amendment and the Agreement. The Agreement may be amended only by a written instrument executed by the Party to be bound thereby. This Amendment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement. The Parties agree that this Amendment may be transmitted by facsimile machine or by electronic scanning and e-mail, and the Parties intend that faxed or scanned signatures shall constitute original signatures. In addition, the Parties acknowledge and agree that the execution of this Amendment may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electric, or digital signature technology. A facsimile copy, electronically scanned copy, or any counterpart or conformed copy of this Amendment with the signature, original, faxed, or scanned, of all of the Parties shall be binding on the Parties.

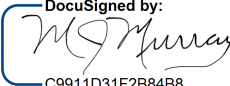
**[The remainder of this page left blank intentionally; signature pages follow]**

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the Effective Date.

**SELLER:**

**DHIC – SOUTH CREEK, LLC,**  
a Delaware limited liability company


By: DHI Communities II, LLC,  
a Delaware limited liability company,  
its sole member

By:   
Printed Name: Michael J Murray  
Title: Chief Operating Officer

BUYER:

**APEX SOUTH CREEK DST,**  
a Delaware statutory trust

By: Apex South Creek ST, LLC,  
a Delaware limited liability company,  
signatory trustee

By:   
Printed Name: Blake Wetzel  
Its: Authorized Signatory

**Exhibit A**

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Kevin L. Kelley  
Jackson Walker LLP  
2323 Ross Avenue, Suite 600  
Dallas, Texas 75201

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**FIRST AMENDMENT**  
**TO**  
**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS** (this "**Amendment**") is executed as of September \_\_, 2022 (the "**Effective Date**"), by **DHIC – South Creek, LLC**, a Delaware limited liability company ("**Declarant**"), whose address is c/o DHI Communities, Inc., 834 Highland Avenue, Orlando, FL 32803, Attn: Michael J. Mulhall, and **D.R. Horton, Inc.**, a Delaware corporation ("**DHI**"), whose address is 1341 Horton Circle, Arlington, TX 76011, Attn: Scott Tuthill.

**RECITALS:**

A. Pursuant to the terms of that certain Declaration of Restrictive Covenants executed as of September 21, 2020, filed on September 22, 2020 in the Official Records of Orange County, Florida as Document No. 20200492927 (the "**Declaration**"), Declarant imposed certain restrictions on the property described in the Declaration (the "**Property**"). As of the Effective Date, Declarant is the sole owner of the Property.

B. Pursuant to Section 6 of the Declaration, the Declaration can be amended by Declarant and DHI. Declarant and DHI desire to amend the Declaration as set forth below. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

NOW THEREFORE, for good and valuable consideration, Declarant and DHI amend the Declaration as follows:

9. **Condominium Restrictive Covenant Term.** The Condominium Restrictive Covenant Term is hereby limited to ten (10) years from the Effective Date (i.e., ten (10) years from \_\_\_\_\_, 2022).

10. **Mortgagee Protection.** The following provision is added as Section 17 to the Declaration:

17. **Mortgage Protection.** Notwithstanding anything to the contrary contained herein, save and except for a Permitted Cause of Action (hereinafter defined)

commenced by any of the Benefited Parties, (i) a current or future first lien mortgagee of the Property, and its successors and assigns (collectively, "**Lender**") shall not have any liability hereunder as a result of any conversion of the Property to a for-sale condominium that was undertaken prior to the date that any such Lender acquires the Property, (ii) the liability of a Lender shall be limited solely to: (x) the period during which such Lender owns the Property, and (y) such Lender's interest in the Property, and (iii) in no event shall a breach of the Declaration result in any party having a remedy or right of repurchase or reversion, and (iv) Lender shall not have any liability hereunder for permitting or consenting to a conversion of the Property to a for-sale condominium by any party other than Lender. A "**Permitted Cause of Action**" shall mean a cause of action seeking a restraining order or an injunction against a violation of the Condominium Prohibition Restrictive Covenant.

11. Miscellaneous. The recitals above in this Amendment are true and correct and incorporated into this Amendment for all purposes. Other than this Amendment, the Declaration has not been modified or amended and is in full force and effect.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

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

Signed, sealed and delivered  
in the presence of:

**DECLARANT:**

**DHIC – South Creek, LLC,**  
a Delaware limited liability company

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

By: DHI Communities II, LLC,  
a Delaware limited liability company,  
its sole member

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                      §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of DHI Communities II, LLC, a Delaware limited liability company, the sole member of **DHIC – South Creek, LLC**, a Delaware limited liability company, on behalf of said entities, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Stamp

\_\_\_\_\_  
Notary Public, State of Texas  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**DHI:**

**D.R. Horton, Inc.,**  
a Delaware corporation

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_,  
\_\_\_\_\_ of **D.R. Horton, Inc.**, a Delaware corporation, on behalf of said corporation, who ☐ is  
personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Stamp

\_\_\_\_\_  
Notary Public, State of Texas  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_