

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) dated as of November 14, 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, 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, as amended by that certain Third Amendment to Purchase and Sale Agreement dated as of September 28, 2022, and as amended by that certain Fourth Amendment to Purchase and Sale Agreement dated as of October 26, 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. Closing Date. The Closing Date is extended from November 14, 2022 to November 21, 2022.
3. 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.
4. 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.

5. 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.

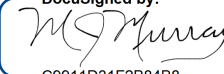
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IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the Effective Date.

SELLER:

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

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

DocuSigned by:

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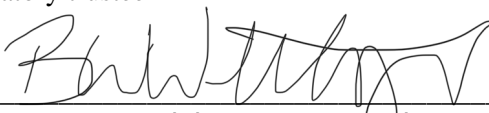
By: _____
Printed Name: Michael J. Murray

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 W. Wettengel
Its: Authorized Signatory