

REINSTATEMENT AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS REINSTATEMENT AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) dated as of August 19, 2022 (the “**Effective Date**”), is made by and between **DHIC – SOUTH CREEK, LLC**, a Delaware limited liability company (“**Seller**”), and **VERSITY INVEST, LLC**, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are sometimes individually referred to herein as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of August 1, 2022, as amended by that certain First Amendment dated as of August 8, 2022 (as amended, the “**Agreement**”), in connection with the sale of certain real property and personal property located in Orange County, Florida, as is more particularly described in the Agreement.

B. Buyer did not send a notice to Proceed prior to the end of the then current Due Diligence Period, and therefore, the Agreement terminated.

C. Seller and Buyer desire to reinstate the Agreement and amend the same 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. **Reinstatement**. Seller and Buyer reinstate the Agreement, and agree that subject only to the modifications contained in this Amendment, the Agreement is in full force and effect as if the same never terminated.

3. **Due Diligence Period**. The end of the Due Diligence Period is extended to 5:00 p.m. Pacific time on August 22, 2022.

4. **Pre-Closing Repairs**. Seller covenants and agrees to complete, prior to the Closing, at Seller’s sole cost and expense, and in a good and workmanlike manner, the repair items set forth on **Schedule 1** attached hereto (the “**Repair Items**”). Not less than ten (10) days prior to the Closing, Buyer shall inspect the Repair Items to confirm whether or not the Repair Items have been completed in a good and workmanlike manner, and if not, within five (5) days after such inspection, Buyer shall provide to Seller a written objection specifying any observed deficiencies with respect to the Repair Items. If Buyer makes any such objection, and the Repair Items have not been completed in a good and workmanlike manner, then Seller shall cure such deficiencies prior to the Closing. Seller’s obligations under this Section, including the obligation to pay the cost of the Repair Items to ensure that no liens are recorded against the Property, shall survive the Closing. Seller agrees to assign to Buyer at the Closing any warranties associated with the completion of the Repair Items, to the extent applicable and assignable. Notwithstanding the foregoing, Seller and Buyer agree that the Repair Items do not apply to kitchen cabinets within the apartment units of the Property (the “**Kitchen Cabinets**”), which are addressed in **Section 5** below.

5. Kitchen Cabinets. Seller and Buyer acknowledge that the certain aspects of the Kitchen Cabinets may be defective, although the same will be likely unknown at the time of Closing. The Kitchen Cabinets were supplied by Commercial Stone & Cabinet Fabricators, LLC (the “**Supplier**”). The Warranty from the Supplier is attached hereto as Schedule 2 (the “**Cabinet Warranty**”). Prior to the Closing, Seller shall cause the Supplier to amend the Cabinet Warranty to (a) additionally run to the benefit of Seller and Seller’s assigns and (b) be extended to expire not earlier than eighteen (18) months after the date of the Closing; provided, however, if Seller is unable to do so for whatever reason (or for no reason), then Seller shall fully satisfy the Cabinet Warranty obligation by giving Buyer a credit at the Closing in the amount of \$100,000.

6. Amendment to Declaration of Restrictive Covenants. On or before the Closing, Seller agrees to amend that certain Declaration of Restrictive Covenants dated as of September 21, 2020 and recorded in the official records of Orange County, Florida (the “**Official Records**”) as Document No. 20200492927 (the “**Declaration**”), pursuant to a written recorded amendment, as follows: (i) the Condominium Restrictive Covenant Term shall be reduced and modified to end ten (10) years from the date of the Closing, or if required by Buyer’s Lender, the day following the last day of the Florida statute of repose applicable to the Property, and (ii) to include mortgagee protection language substantially similar to the language included on Schedule 3 attached hereto, subject to reasonable changes requested by Buyer’s lender providing acquisition financing (“**Buyer’s Lender**”); provided that the required amendment shall not be recorded until the mortgagee protection language to be included has been reviewed and reasonably approved by Buyer’s Lender.

7. Title Commitment. With respect to Title Commitment dated effective August 12, 2022, issued by DHI Title (JAX) and underwritten by Old Republic National Title Insurance Company (the “**Title Company**”) under its File No. 111-221401402 (the “**Current Title Commitment**”), Seller agrees (i) to provide all required documentation set forth in Requirement No. 9 in Schedule B-I and as otherwise requested by the Title Company such that the Closing may occur and title will be insured without exception for any liens, loss or damage arising from or related to the referenced Notice of Commencement and (ii) to provide to the Title Company proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection have been paid.

8. Closing Credit. At the Closing, Seller shall give Buyer a \$400,000 credit, in exchange for Buyer agreeing that (i) Buyer’s right to object to matters covered by Section 3.2(a) of the Agreement, and after taking into consideration the Current Title Commitment, has expired, and Buyer currently has no right to terminate the Agreement pursuant to such Section 3.2(a) as of the date of this Amendment, and (ii) the matters of record listed in (a) through (d) below are Permitted Exceptions, and as between Buyer and Seller, Buyer has no right to object to the same, and Seller shall have no obligation whatsoever to do anything with respect to the same, including, without limitation, amending, clarifying, obtaining estoppels with respect to the same:

(a) Wetherbee Road – Phase III Right-of-Way Dedication Agreement recorded in the Official Records Book 6810, Page 1610, as amended by First Amendment recorded in the Official Records Book 8169 Page 966;

(b) Easement Agreement recorded in the Official Records as Document No. 20210079609;

(c) Use Agreement recorded in the Official Records as Document No. 20210044414;
and

(d) Use Agreement recorded in the Official Records as Document No. 20210044423.

9. Permits. Seller agrees to take all appropriate actions, which actions may extend beyond the Closing, to close-out or take other appropriate action with respect to construction, environmental or other permits applicable to the development of the Property, which actions are required by the South Florida Water Management District or any other applicable government agency. The covenant of Seller under this Paragraph 9 shall survive the Closing.

10. 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:

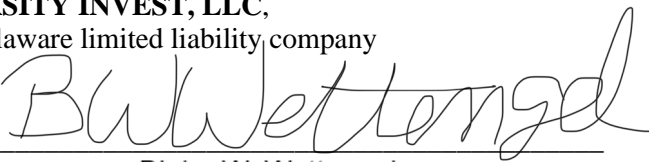
DHIC – SOUTH CREEK, LLC,
a Delaware limited liability company

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

By: 
Printed Name: Michael J Murray
Title: Chief operating officer

BUYER:

VERSITY INVEST, LLC,
a Delaware limited liability company

By: 

Printed Name: Blake W. Wettengel

Title: Chief Executive Officer

Schedule 1

Repair Items

[Attached]

ASCNED SOUTH CREEK - INSPECTION NOTES / PUNCHLIST ITEMS				
	Unit #/Building	Item	Notes	Relevant Photo
1	10-101	Strange Sound	Strange beeping sound in master bedroom (resident complaint).	
2	10-104	Patio	Concrete Stained	
3	10-201	Trash	Eviction unit. Lots of trash left behind. Files everywhere.	
4	10-303	Paint	Poor paint job on patio.	
5	9-103	Patio Screen Framing	Patio screen framing gap. Files getting in. Please ensure that screen frames are tight around walls for all units	
6	9-106	Patio Screen Framing	Patio screen framing gap. Poor repair. Please ensure that screen frames are tight for every unit	
7	9-107	Framing	Warped framing in bathroom.	
8	9-309	A/C Unit	Condensation dripping on A/C unit.	
9	7-308	Patio Screen Framing	Bugs getting through patio screen. Please ensure that screen frames are tight for every unit	
10	7-108	Window, Cabinet	Shattered living room window. Management said it was broken from the inside. Missing kitchen cabinet.	 
11	7-105	Patio Screen Framing	Patio screen framing gap. Bugs getting in. Please ensure that screen frames are tight around every unit.	

ASCNED SOUTH CREEK - INSPECTION NOTES / PUNCHLIST ITEMS				
12	7-107	Kitchen Countertop	Large gap between countertop and wall. Gap in screen framing. Resident tried to stuff paper in gap but bugs are still getting in.	
13	7-111	Patio Screen Framing	Patio screen framing gap. Flies getting in. Please ensure that screen frames are tight around every unit.	
14	3-208	AC door	Door has a dent in the middle that will need replacement	
15	3-306	AC room burnt mark	Burnt stain found in the AC room on the top of the Water heater	
16	3-212	Kitchen Cabinets	Paint peeling off two kitchen cabinets. Please replace all cabinets subject to defect prior to close.	
17	All Units	Kitchen Cabinets	Please rectify all potential defects in cabinets above the stove and directly to the right and left.	
18	3-309	Kitchen sink	Damage to the board panel below the kitchen sink	
19	4-303	Patio exterior	Small wasp/ bee hive on the upper right hand corner of patio exterior	
20	s8-2	Door	Small wasp/bee burrows on top corner of the hallway door	
21	8-101	Bathroom sink/patio	Main bathroom sink has a leak stain/ Patio had termite residue left and right side	

ASCNED SOUTH CREEK - INSPECTION NOTES / PUNCHLIST ITEMS				
22	4-108	Livingroom	Small termite/ spider residue found	
23	4-208	Kitchen drawer	Left side drawer doesnt close completely	
24	8-309	Carpet Stain	Stain in Carpet	
25	2-102	Cabinet	Laminant Peeling On Cabinet. Please replace all cabinets subject to issue prior to close.	
26	1-107	Dry Wall	Hole in Bathroom Dry Wall	
27	5-101	Vanity	Sink Clogged; Upper Left Corner of Right Cabinet in Bathroom is damaged as shown in picture to right	 
28	5-306	Oven	Resident noted that oven starts smoking when it is set to broil - sets smoke detectors off.	
29	6-102	Closet	Moisture Related Issue in closet. Resident stated that they had submitted maintenance request	
30	Amenities	Fitness Entrance Key Pad	Key Pad starts out green and turns red when it is activated	
31	Ascend South Creek Monument		Damage to sign	
32	Gates		Issue with sensors. They aren't opening or closing correctly	

Schedule 2

Cabinet Warranty

[Attached]

Commercial Stone & Cabinet Fabricators, LLC

Warranty and Care Manual

Project:

Ascend at Southcreek

Prepared for:



Warranty, Care & Maintenance

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Care & Maintenance

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(P) 727-209-1141

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Care & Maintenance

Melamine & Thermofoil Cabinets

Cleaning:

Before proceeding to clean your cabinets, you will want to give them a thorough dusting using a mini vac or feather duster. Then use a mild everyday cleaner like Lysol or Spray Nine. You will want to always use a damp soft cloth to wipe down the cabinets. Always ensure you go back over your cabinets with a cloth dampened with only water to rinse any cleaning product residue off the surface of your cabinets.

Recommended Cleaners:

- Lysol
- Spray Nine

Maintenance:

Melamine and Thermofoil cabinetry is designed to be maintenance free aside from normal cleaning.

Don'ts:

Never use bleach or a bleach water solution to clean your cabinets. Do not use abrasive cleaners, scouring pads, or abrasive papers, acids and alkalis, solvents, thinners, turpentine, ammonia, acetone, or any other cleaning agents containing organic solvents. Never use a soaking wet cloth to avoid excess liquid being left on cabinets. Avoid contact with sharp implements and use a range hood whenever cooking to avoid steam and cooking oil vapors from adversely affecting surfaces.

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Care & Maintenance

Wood Door Cabinets

Cleaning:

You will want to use a mild everyday cleaner diluted in water. We would recommend dish soap, Murphy's Oil Soap, or Old English. You will want to always use a damp soft cloth to wipe down the cabinets. If you have cabinets that need a more thorough cleaning, we recommend using Orange Glo wood cleaner or Old English right out of the bottle on a soft cloth. Make sure to clean off the excess liquid. To protect your cabinets, you will want to use a wood finishing conditioner once or twice a year. Your cabinets will last a lifetime if you treat them like the fine furniture in your home.

Recommended Cleaners:

- Murphy's Oil Soap
- Old English
- Orange Glo

Maintenance:

To help avoid water or cleaners penetrating through the finish and into the wood surface you will want to repair scratches and chips in the finish. Applying a wood revitalizer once or twice a year helps the wood finish last longer. We recommend Howards Feed and Wax or Old English Oil revitalizers. For Cleaners we would recommend Murphy's Oil Soap, Orange Glo Wood Cleaner, Howards Orange Oil, Pledge Citrus Cleaner, Old English Wood Cleaner, or any mild dish soap.

Don'ts:

Never use bleach or a bleach water solution to clean your cabinets. Never use a soaking wet cloth to avoid excess liquid being left on cabinets. You should never use aggressive industrial cleaners and never use abrasive products on your cabinets.

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Care & Maintenance

Quartz Countertops

Cleaning:

Maintaining your new quartz countertops is designed to be easy. Simply wipe with a soft cloth or non-abrasive sponge and warm water. You may use a mild soap like: Simple Green D Pro 3 Cleaner, Clorox Anywhere, or Saniten N-313. Sometimes spills will occur and dry on the quartz countertop. Spills that have hardened as they dried should be removed by first gently scraping away the residue material with a blunt plastic scraper. Then the surface should be cleaned as normal with one of the mild cleaners above. Never use abrasives of any kind on your quartz countertop. Surface should be dried with a clean paper towel or soft cloth.

Recommended Cleaners:

- Simple Green D Pro 3 Cleaner
- Clorox Anywhere (Hard Surfaces)
- Saniten N-313

Maintenance:

Quartz countertops are non-porous, and thus designed to be maintenance free for the life of the countertop. Maintain cleanliness and with minimal care they will look as great as the day they were installed for years.

Don'ts:

Avoid exposing your quartz countertops to harsh chemicals or solvents. Do not use bleach, oven cleaners, products with pumice, abrasive scrub pads, sealers, or topical treatments.

Quartz countertops are NOT heat proof, chemical proof, or fracture proof. Do not place hot skillets or pans directly on your quartz countertop. Always use trivets or hot pads under hot items.

While Quartz is one of the hardest materials known to man and will not easily scratch or chip, we always recommend using a cutting board and not cutting directly on your quartz countertop surface.

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Care & Maintenance

Granite Countertops

Cleaning:

Granite countertops should be cleaned with a wet sponge. Warm water will work fine in most cases, but when cleaning power is required, only a mild dishwashing soap should be used. The granite countertops should be wiped dry after cleaning.

Recommended Cleaners:

- Simple Green Stone Cleaner
- Weiman Granite & Stone Daily Cleaner & Polish
- CleanStone Plus Granite Polish & Cleaner

Maintenance:

Granite countertops are made from a natural stone and require special care to maintain their original shine. Sealants should be used to prevent deep stains. Any commercially available sealant marketed for use on granite will suffice. Granite countertops should be resealed at least annually and more frequently if your kitchen is used for cooking on a near daily basis. Follow manufacturer's instructions for application on the granite sealant of your choice.

Don'ts:

Do not use acidic cleaners on granite countertops as they will break down the sealants used. Vinegar is found in many cleaning products and should not be used on granite countertops. While Granite is a very hard stone, other minerals may be present in your natural stone countertop. Therefore, we always recommend using a cutting board and not cutting directly on your countertop surface.

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Care & Maintenance

Stainless Steel Sinks

Cleaning:

You will want to use a mild everyday cleaner diluted in water. We recommend dish soap and a non-abrasive sponge or cloth. Do NOT use strong abrasive cleaners or solvents on your sink, as these will damage the finish. After cleaning and after use between cleanings, please rinse your Stainless Steel Sink thoroughly and use a soft cloth to wipe dry. Soft abrasive cleaners may be used when necessary to remove stains. If you have hard water, you may need to clean the surface more frequently to maintain the glossy finish of Stainless Steel.

Recommended Cleaners:

- 409 Stone & Steel
- Rejuvenate Stainless Steel Cleaner & Polish
- Simple Green Stainless Steel Cleaner & Polish

Maintenance:

Always wipe sink dry with a soft cloth after use. Do not allow stains to set, remove them as soon as possible. For regular cleanings use dish soap diluted in water. For more in-depth cleaning consider Lemon Soft Scrub, Green Works All Purpose Cleaner, or Fantastic Antibacterial Heavy Duty. For Stain Removal consider using Bar Keepers Friend Soft Cleanser.

Don'ts:

Do not store open containers of cleaners or chemicals under your sink. These include acids, bleach, sodium chloride, lye, toilet bowl cleaner, drain cleaner, and hard water stain removal products. You should never use aggressive industrial cleaners and never use harsh abrasive products on your sink. Do not use Steel Wool to clean your Stainless Steel Sink.

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Care & Maintenance

Vitreous China Sinks

Cleaning:

You will want to use a mild everyday cleaner diluted in water. We recommend dish soap and a non-abrasive sponge or cloth. Do NOT use strong abrasive cleaners or solvents on your sink, as these will damage the finish. After cleaning and after use between cleanings, please rinse your Vitreous China Sink thoroughly and use a soft cloth to wipe dry. Soft abrasive cleaners may be used when necessary to remove stains. If you have hard water, you may need to clean the surface more frequently to maintain the glossy finish of Vitreous China.

Recommended Cleaners:

- Formula 409 Antibacterial All-Purpose
- Greenworks All-Purpose
- Soft Scrub Lemon Cleanser

Maintenance:

Always wipe sink dry with a soft cloth after use. Do not allow stains to set, remove them as soon as possible. For regular cleanings use dish soap diluted in water. For more in-depth cleaning consider Soft Scrub Gel with Bleach, Green Works All Purpose Cleaner, or Fantastic Antibacterial Heavy Duty. For Stain Removal consider using Bar Keepers Friend Soft Cleanser.

Don'ts:

Do not store open containers of cleaners or chemicals under your sink. These include acids, bleach, sodium chloride, lye, toilet bowl cleaner, drain cleaner, and hard water stain removal products. You should never use aggressive industrial cleaners and never use harsh abrasive products on your sink.

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Commercial Stone
& Cabinet Fabricators, LLC

3120 46TH AVE N
ST PETERSBURG FL 33714-3802

Warranty Contacts:

Company:

warranty@cscfusa.com

(P) 727-209-1141

(F) 727-201-9909

Emergency:

Lisa G. Maddux

lisa@cscfusa.com

(C) 727-639-2135

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Commercial Stone & Cabinet Fabricators, LLC

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Limited Warranty Certificate

General Contractor: DHI Communities Construction of Florida, LLC

Project: Ascend at Southcreek

Contract No: 3199635

Date of Substantial Completion or Certificate Occupancy: 16 May 2022

Scope of Work Covered: Cabinetry, Stone Countertops, Sinks (Kitchen and Bath)

Commercial Stone & Cabinet Fabricators, LLC hereby warrants to the owners of the above referenced project that our products and installation will be free from manufacturing and workmanship defects for a period of **1 (ONE) Year** from the date of Substantial Completion referenced above. This Limited Warranty will apply only to materials and workmanship supplied by us for residential interior use and cared for in accordance with the Care and Maintenance documents provided with this certificate or other Industry Accepted Standard methods of care and maintenance.

If a manufacturing or installation defect occurs during the warranty period, we will repair or replace the product, at our sole option. We will seek to obtain the best possible result, but with natural products an exact color match cannot be guaranteed. Should any third-party entity not expressly contracted by us attempts to service, repair, or modify our product this Warranty shall be immediately voided. No representative, dealer, distributor, fabricator, installer, or any other person is authorized to make any warranty promises on behalf of us with respect to the product or installation.

No other warranty is expressed or implied. We will not be liable for any incidental, special, or consequential damages or lost profits and under no circumstances will our liability for defective goods exceed the cost of such goods. In order to request benefits under this Warranty, Owner or their designated legal representative must contact us by phone, email, or Registered Mail. The agreed venue for all disputes is Florida.

Stone products are natural materials, many of which are crystalline in structure. Natural fissures are not structural defects. As a natural product, granite, marble, and other stone products are also porous; which may cause dark spots and discolorations. These characteristics enhance the natural beauty and unique attributes of the stone and do not impair the durability of the product. We expressly exclude from this Warranty any discolorations, stains, dark spots, or fissures which are naturally occurring in the products.

This Warranty does not cover: Natural color patterns in the stone, damage to the product resulting from negligence, damage to the product resulting from unauthorized modifications or repairs, damage caused by natural or man-made disaster, damage not directly resulting from defects in material or workmanship or damage to cabinetry caused by water. Any warranty repair or replacement made by us does alter the original warranty period for current and future claims.

Lisa G Maddux
Lisa G Maddux
President

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Schedule 3

Mortgagee Protection Language

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) Buyer's current or future lender, first lien mortgagee, 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 Buyer's current or future Lender or any affiliate thereof 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 whether by Buyer or any other 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.