

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE AND INITIAL ESCROW INSTRUCTIONS

THIS THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE AND INITIAL ESCROW INSTRUCTIONS (this "**Third Amendment**") is made effective as of the 13th day of July, 2022 ("**Amendment Effective Date**"), by and between STILLWATER STUDENT HOUSING OWNER LLC, a Delaware limited liability company ("**Seller**"), and ONE ON 4TH, DST, a Delaware statutory trust ("**Buyer**"). Seller and Buyer are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Seller and Versity Invest, LLC, a Delaware limited liability company ("**Original Buyer**"), entered into that certain Purchase and Sale Agreement dated as of April 8, 2022, as amended by that certain First Amendment dated May 11, 2022 and that certain Second Amendment dated May 23, 2022 (as so amended, the "**Purchase Agreement**"), pursuant to which Seller agreed to sell and Original Buyer agreed to purchase that certain student housing apartment project located at 713 W. 4th Street, Stillwater, Oklahoma (the "**Property**").

WHEREAS, Original Buyer assigned its rights under the Purchase Agreement to Buyer pursuant to an Assignment of Agreement of Purchase and Sale and Initial Escrow Instructions dated July 12, 2022, a copy of which has been provided to Seller.

WHEREAS, the Parties now desire to enter into this Third Amendment to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Third Amendment in their entirety.

2. Closing Date. The Parties agree that the Closing Date shall be amended to be July 26, 2022.

3. Release of Deposit. The Parties instruct Escrow Holder to release to Seller, promptly following the delivery to Escrow Holder of a fully executed copy of this Third Amendment, a portion of the Deposit in the amount of Five Hundred Thousand Dollars (\$500,000), which portion of the Deposit shall be held by Seller and applied toward the Purchase Price at the Close of Escrow, or if the Close of Escrow does not occur, shall be retained by Seller or returned to Buyer in accordance with the terms of the Purchase Agreement.

4. Brokers. Section 17 of the Purchase Agreement is amended and restated in its entirety to read as follows:

17. Brokers. The parties acknowledge that the sale of the Property is subject to Seller's payment of a brokerage commission equal to six tenths of a percent (0.60%) of the Purchase Price. Said commission shall be payable in full

upon successful Close of Escrow and payment of said commission shall be made as follows: \$7,500 to Jennifer Stein Real Estate, Inc. and the balance of said commission to Walker & Dunlop Investment Sales, LLC. Escrow holder is hereby instructed to make such payments from Seller on the closing date out of the sale proceeds. Except as expressly set forth above, Seller and Buyer each represent to the other that, to the best of their knowledge, no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensees or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

5. Reaffirmation of Purchase Agreement. The Parties acknowledge and agree that except as modified by this Third Amendment, the terms and provisions of the Purchase Agreement shall remain unchanged. If there is any conflict between the terms and provisions of the Purchase Agreement and this Third Amendment, the terms and provisions of this Third Amendment shall control and prevail.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. To facilitate execution of this Third Amendment, the Parties may exchange copies of signatures by electronic transmission in portable document format (pdf), facsimile transmission or other fixed format, which copies shall be deemed originals of this Third Amendment. Any counterpart of this Third Amendment that is delivered by electronic transmission or facsimile transmission shall be deemed to have been fully and properly executed and delivered, for all purposes hereof and shall be binding on the Party delivering such counterpart.

[The remainder of this page is intentionally blank; signatures on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the Amendment Effective Date.

SELLER:

STILLWATER STUDENT HOUSING OWNER LLC,
a Delaware limited liability company

By: Jody O'Donnell
Name: Jody O'Donnell
Title: President

BUYER:

ONE ON 4TH, DST,
a Delaware statutory trust

By: Blake Wetters
Name: Blake Wetters
Title: Authorized Signatory