

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

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE AND INITIAL ESCROW INSTRUCTIONS (this "**First Amendment**") is made effective as of May 11, 2022 ("**Amendment Effective Date**"), by and between STILLWATER STUDENT HOUSING OWNER LLC, a Delaware limited liability company ("**Seller**"), and VERSITY INVEST, LLC, a Delaware limited liability company ("**Buyer**"). Seller and Buyer are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of April 8, 2022 (the "**Purchase Agreement**"), pursuant to which Seller agreed to sell and Buyer agreed to purchase that certain student housing apartment project located at 713 W. 4th Street, Stillwater, Oklahoma (the "**Property**").

WHEREAS, the Parties now desire to enter into this First 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 First Amendment in their entirety.
2. Definitions. Each of the initially capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meaning given to it in the Purchase Agreement.
3. Extension of Contingency Period. The last day of the Contingency Period is hereby extended to Thursday, May 19, 2022.
4. Restatement and Reaffirmation of Purchase Agreement. The Parties acknowledge and agree that except as modified by this First 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 First Amendment, the terms and provisions of this First Amendment shall control and prevail.

5. Counterparts. This First 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 First 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 First Amendment. Any counterpart of this First 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 First Amendment as of the Amendment Effective Date.

SELLER:

STILLWATER STUDENT HOUSING OWNER LLC,
a Delaware limited liability company


By: _____

Name: Jody O'Donnell

Title: President

BUYER:

VERSITY INVEST, LLC,
a Delaware limited liability company

By: 

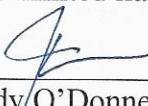
Name: Blake Wettengel

Title: CEO

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

SELLER:

STILLWATER STUDENT HOUSING OWNER LLC,
a Delaware limited liability company

By: 
Name: Jody O'Donnell
Title: President

BUYER:

VERSITY INVEST, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____