



## COVID-19 ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

\_\_\_\_\_ This Covid-19 Addendum to Real Estate Purchase Contract (the "Addendum") dated \_\_\_\_\_ is attached to, incorporated into and shall be deemed to amend and supplement that certain purchase contract (the "Agreement") by and between American Homes 4 Rent Properties Five, LLC ("Seller"), and \_\_\_\_\_ ("Buyer"), for the purchase of the property commonly known as 3901 Rushmore Court, Hemet, CA 92545 (the "Property"). Unless otherwise provided in this Addendum, capitalized terms shall have the meanings ascribed to them in the Agreement.

**1. COVID-19 EXTENSION.** In the event, due to COVID-19, a government entity (e.g., clerk or recorder, etc.) or any third-party providing services or required information in connection with the Agreement (e.g., lender, appraiser, title company, surveyor, Owner's Association, etc.) ("Settlement Service Provider") closes its offices, suspends operations or otherwise prevents the Buyer and/or the Seller from timely performing one or more obligations under the Agreement, then the party whose performance has been prevented may, upon written notice to the other party on or before the applicable performance deadline, extend the deadline for the performance of such obligation by up to fourteen (14) days. Any cost or fees incurred as a result of extending such deadline shall be borne solely by the party exercising its right to extend the deadline. Notwithstanding anything to the contrary herein, if, due to one or more extensions permitted herein, the parties fail to close within fourteen (14) days after the original closing date, Buyer and Seller shall each have the option to terminate the Agreement upon one (1) day's written notice. Upon such termination, all Earnest Money will be returned to the Buyer, minus fees and costs incurred by Buyer. Nothing in this section prevents Buyer and Seller from mutually agreeing to amend or extend, in writing, any deadline or other provision in the Agreement.

**2. SEVERABILITY.** If any provision of this Addendum is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby. Buyer agrees that to the extent any release, hold harmless, waiver or indemnity provision in the Agreement or this Addendum is deemed overbroad under applicable law, such provision shall be narrowed or limited in a manner that provides Seller with the maximum protection available under applicable law.

**3. CONFLICT.** If any provision of this Addendum conflicts with any provision of the Agreement, including any attachments thereto, the terms of this Addendum shall prevail, unless otherwise provided by applicable law.

**4. MODIFICATION.** No provision of this Addendum shall be revised or modified except by an instrument in writing signed by Buyer and Seller.

**5. COUNTERPARTS.** This Addendum may be executed in any number of counterparts. Each counterpart shall be deemed an original and, together, all such counterparts shall constitute one and the same instrument. Signatures on this Agreement, including any electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.) and is transmitted by facsimile, e-mail or other electronic imaging means shall have the same force and effect as an original signature.

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**6. PARTIES BOUND.** The Agreement and this Addendum shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where

permitted by the Agreement. The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successor and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to this Agreement.

**7. NO RECORDING.** Buyer shall not record the Agreement or this Addendum, or a memorandum of the Agreement or Addendum.

**8. TIME IS OF THE ESSENCE.** Time is of the essence in the Agreement and this Addendum. Strict compliance with the times for performance stated in the Agreement and this Addendum is required.

**9. LEGALLY BINDING CONTRACT.** This is a legally binding agreement. THE PARTIES SHOULD READ IT CAREFULLY. If the effect of any part of the Agreement or this Addendum is not understood, an attorney should be consulted BEFORE signing. Federal law may impose certain duties upon brokers, signatories, escrow agent, or settlement agent arising from this transaction generally and when any of the signatories is a foreign party or when certain amounts of U.S. Currency are received.

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum on the date opposite their name.

BUYER(S):

\_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

SELLER:

American Homes 4 Rent Properties Five, LLC (as successor by merger with AMH Portfolio A, LLC fka Beazer Pre-Owned Homes LLC )

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Tom Maloney

Title: VP Dispositions