

COVID-19 ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

1. 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. 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. Except to the extent modified by this Addendum, the Contract remains in full force and effect. If any provisions of this Addendum contradict or is inconsistent with any provisions of the Contract or any addendum thereto, then the provisions of this Addendum shall prevail. If any provision of this Addendum is determined to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby.

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

5. 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.

6. Buyer shall not record the Agreement or this Addendum, or a memorandum of the Agreement or Addendum.

7. 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.

DocuSigned by:
Austin Drummond
DD658238508A4BA

Buyer Date

Buyer Date

Seller Date

AMH TX Properties, L.P.,
by AH4R, GP, LLC
a Delaware LLC
Its: General Partner
By: Austin Drummond - Dispositions