

## Seller's Addendum

1. No items of personal property are included in this sale. Seller shall deliver to Buyer upon closing any keys, garage door openers, and access codes in Seller's possession. Seller makes no representation or warranty, oral or written, express or implied, as to the condition of any personal property, title thereto, or whether any such personal property is encumbered. Any personal property located on the Property may be subject to third-party claims and may be removed. To the extent permitted by law, Buyer agrees that Seller shall not be liable for any claims, losses, or damages arising from Buyer's ownership or use of any personal property after closing. Buyer assumes responsibility for any personal property remaining on the Property after closing. No bill of sale will be delivered at closing, and Seller will not provide an insurance claim history report. Buyer shall hold Seller, its respective future, present and former parent companies, both direct and indirect, subsidiaries, partnerships, joint ventures, shareholders, directors, sureties, agents, employees, attorneys, insurers, representatives, members, managers, officers, affiliates, successors and assigns harmless from any claims or damages arising post closing.
2. Except as expressly required by applicable law, the Property is sold "As-Is, Where-Is," without any warranties or representations, express or implied (including, without limitation, any warranties as to physical condition, habitability, or future financial performance). Upon closing and transfer of title, Seller shall have no further obligations with respect to the Property, and Buyer assumes all responsibilities and liabilities arising after closing.
3. Seller shall convey the Property by Special Warranty Deed or local equivalent. Seller will not provide a General Warranty Deed. Buyer acknowledges that Seller may not hold record title as of the Effective Date; however, Seller shall convey good and marketable title in accordance with the Agreement at closing. Closing is subject to Seller's lender approval to release any existing liens. Seller is not liable for any closing delays or Buyer's related costs in connection with such release.
4. Seller shall not provide a survey of the Property.
5. Seller makes no representations or warranties regarding HOA bylaws, rules, or restrictive covenants affecting the Property. Any rental, occupancy, or HOA-related disclosures provided are informational only. Buyer shall be responsible for determining that the Property may be used for Buyer's intended use. Following closing, Buyer shall be responsible for compliance with all covenants and HOA requirements affecting the Property, and for addressing any notices, enforcement actions, or compliance matters asserted after closing. Buyer agrees to indemnify and defend Seller from claims related to Buyer's use or occupancy of the Property. This obligation shall survive closing.
6. Buyer shall transfer all utilities into Buyer's name as of Closing or promptly thereafter.
7. If the Agreement includes repair contingencies and Buyer terminates the Agreement after Seller-approved repair work has materially commenced, Buyer shall forfeit the earnest money deposit, to the extent permitted by applicable law.
8. Escrow is authorized to prepare a combined ALTA settlement statement/closing disclosure. Buyer acknowledges Seller may have prepaid property taxes and HOA dues and shall credit Seller accordingly at closing. Real property taxes shall be prorated as of closing using the most recent available valuation, and such proration shall be final, except as otherwise required by applicable law. Closing shall not occur on the final business day of a month, quarter, or year. Notwithstanding any other deadlines, Seller shall have six (6) business days to review closing package, including the settlement statement and deed. Buyer and Escrow shall cooperate in good faith to facilitate closing within this timeframe. Seller's counsel shall prepare seller-side closing documents at Seller's expense, and Buyer and Escrow shall reasonably cooperate in the execution thereof.
9. Buyer shall timely deposit all required funds into escrow such that funds are available by the Closing Date. Seller's net proceeds shall be disbursed at closing or as soon thereafter as permitted by funding, recording, and applicable law.
10. Buyer shall obtain Seller's prior written consent to any change in lender or financing type. Seller will not provide seller financing or permit loan assumptions.

11. Neither party may assign this Agreement without the other's written consent, which may be withheld in such party's discretion; provided, however, Seller may assign the Agreement to an affiliated entity under common ownership or control upon written notice to Buyer and Escrow.
12. Notwithstanding anything to the contrary in the Agreement, Buyer expressly waives the right to seek specific performance of this Agreement. Buyer's sole and exclusive remedy for Seller's default shall be return of the earnest money deposit, except as otherwise required by applicable law.
13. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.
14. No provision of this Addendum shall be revised or modified except by written agreement signed by both parties. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control. If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and be enforced to the maximum extent permitted by law.
15. This Addendum may be signed in counterparts. Electronic signatures have the same effect as originals under the E-SIGN Act (15 U.S.C. §7001 et seq.).
16. **Texas, North Carolina, and South Carolina Only:** A minimum \$300.00 Option/Due Diligence/Termination Fee is required with this Agreement.
17. **Arizona Only:** Seller may assign the contract to an affiliated entity owned by the same parent company that qualifies as a wholesale seller under Arizona law. If Seller owns six (6) or more properties in the subdivision, a Public Report shall be provided as required by law, and Buyer shall execute the required receipt.

18. **Buyer Disclosures of Relationship with American Homes 4 Rent (AMH)**

*Please initial and place an "X" for the appropriate option for each disclosure*

- a) \_\_\_\_\_ Buyer \_\_\_ is / \_\_\_ is not an AMH employee.
- b) \_\_\_\_\_ Buyer \_\_\_ is / \_\_\_ is not a relative, friend, family member or other related party of an AMH employee
- c) If Buyer is a relative, friend, family member or other related party of an AMH employee, please provide the name of the AMH employee: \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

19. **Broker Disclosures of Relationship with American Homes 4 Rent (AMH)**

*Please initial and place an "X" for the appropriate option for each disclosure*

The undersigned listing broker ("Listing Broker") certifies to Seller:

- a) Broker \_\_\_ is / \_\_\_ is not a relative, friend, family member, or other related party of an AMH employee.
- b) Broker \_\_\_ is / \_\_\_ is not aware that the prospective buyer is a relative, friend, family member, or other related party of an AMH employee.
- c) Listing Broker agrees to promptly notify Seller if the above information changes.

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date