



**AGREEMENT TO AMEND PURCHASE AGREEMENT
(COVID-19 CONDITION DELAY)**

WARNING: ALL PARTIES, INCLUDING ANY LENDER AND ESCROW/SETTLEMENT AGENT, MUST BE PROVIDED A COPY OF THIS AGREEMENT PRIOR TO CLOSING.

This is an Amendment to a purchase agreement entered into on _____
between _____,
("Purchaser"), and _____,
("Seller"), regarding the purchase and sale of the following described property:
_____ ("Property").

In exchange for their mutual agreement to amend the terms of the purchase agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties listed above hereby agree to amend the terms of the purchase agreement as follows:

Purchaser and Seller acknowledge that, in the event that Purchaser's lender, the parties' respective attorneys, title companies, the local county office responsible for accepting and recording of deeds, or other business or government agency essential to the fulfillment of the purchase agreement, becomes the subject of a COVID-19 quarantine or any other closure or circumstance occurs as a direct result of COVID-19 that prevents any of these individuals or entities from fulfilling their role in the closing transaction, or the Purchaser or Seller become the subject of a medically required quarantine (as documented by a medical professional) (any of the foregoing a "COVID-19 Condition"), and the COVID-19 Condition results in the inability of either party to perform its obligations on the Closing/Settlement Date set forth in the purchase agreement or subsequent agreed to amendment, the date for Closing/Settlement shall be automatically extended upon the written request of either party for a period of up to ten (10) business days after such COVID-19 Condition is lifted. Provided, however, that the maximum delay in closing/settlement shall be no more than thirty (30) days from the last Closing/Settlement Date set forth in the purchase agreement or subsequent agreed to amendment. Nothing in this Amendment prohibits the parties from mutually agreeing in writing to extend the Closing/Settlement Date beyond the terms of this Amendment.

If, after thirty (30) days from the Closing/Settlement Date, as stated in the purchase agreement or in a fully executed amendment, Purchaser is unable to close for any COVID-19 Condition, even if Seller remains able to close, and no provision is otherwise made in writing and signed by both parties, then the purchase agreement shall automatically terminate at 5:00 p.m. on the 30th day from the Closing/Settlement Date last agreed to by the parties in writing and Seller shall authorize and instruct the broker to release to Purchaser the Earnest Money Deposit. Broker shall release the Earnest Money Deposit upon receipt of Seller's written authorization and instruction to release those funds. Seller shall not be obligated to reimburse Purchaser for any other costs incurred by Purchaser, including but not limited to any loan application, appraisal, inspection fees.

If, after thirty (30) days from the Closing/Settlement Date set forth in the purchase agreement or subsequent agreed to amendment, Seller is unable to close for any COVID-19 Condition and no provision is otherwise made in writing and signed by both parties, the purchase agreement shall automatically terminate at 5:00 p.m. on the 30th day from the Closing/Settlement Date last agreed to by the parties in writing and Seller shall authorize and instruct the broker to release to Purchaser the Earnest Money Deposit. Broker shall release the Earnest Money Deposit upon receipt of Seller's written authorization and instruction to release those funds. Seller shall not be obligated to reimburse Purchaser for any other costs incurred by Purchaser, including but not limited to any loan application, appraisal, inspection fees.

In the event of a conflict between this amendment and the purchase agreement, this amendment shall control, except that in the case of such a conflict as to the description of the property or the identity of the purchaser or seller, the purchase agreement shall control. All terms and conditions of the purchase agreement not specifically amended herein shall remain in full force and effect.

IF YOU DO NOT UNDERSTAND THIS COVID-19 CONDITION DELAY AMENDMENT OR FEEL THAT IT DOES NOT PROTECT YOUR LEGAL RIGHTS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Agreed to and Accepted by:

_____		_____	
Purchaser	Date	Purchaser	Date
_____		_____	
Seller	Date	Seller	Date