UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 3, 2020

AMPLITUDE HEALTHCARE ACQUISITION CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-39138**	**84-2984849**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1177 Avenue of the Americas, Fl 40 New York, New York	**10036**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(212) 823-1900**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units, each consisting of one share of Class A Common Stock and one-half of one Redeemable Warrant	AMHCU	The NASDAQ Stock Market LLC
Class A Common Stock, par value $0.0001 per share	AMHC	The NASDAQ Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A Common Stock for $11.50 per share	AMHCW	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company þ

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 6, 2020, Mr. Vishal Kapoor was appointed by the board of directors (the "**Board**") of Amplitude Healthcare Acquisition Corporation (the "**Company**") as the Company's President, effective immediately.

Prior to his employment with the Company, Mr. Kapoor worked at Iveric Bio (formerly known as Ophthotech) from April 2015 to December 2019. As the Chief Business Officer of Iveric Bio, he was responsible for acquiring an industry-leading portfolio of gene therapy and therapeutic assets in ophthalmology. From October 2014 to April 2015, Mr. Kapoor was responsible for business development and portfolio strategy in his role as Director of Corporate Development at NPS Pharma, which was acquired by Shire in 2015. From 2005 to 2014, Mr. Kapoor spent 9 years at Genentech in a variety of positions, including leading strategy for ophthalmology and CNS pipeline assets, Lucentis marketing, commercial assessments for business development and medical affairs. Mr. Kapoor holds an MBA in Finance and Management from Columbia Business School and a BA in Biology from Columbia University.

In connection with his appointment, the Company entered into an employment agreement (the "**Agreement**") with Mr. Kapoor on January 6, 2020 (the "**Effective Date**"), the terms of which became effective immediately. Pursuant to the Agreement, Mr. Kapoor will receive a monthly base salary of $8,333.00. Contingent on his continuous employment with the Company, Mr. Kapoor will also be eligible to receive a one-time bonus if the business combination of the Company is successfully closed.

The term of the Agreement will continue indefinitely until terminated in accordance with the terms and conditions of this Agreement. The Agreement can be terminated by the Company with or without cause or upon Mr. Kapoor's death or disability. Cause, as defined in the Agreement, includes, but is not limited to, (i) Mr. Kapoor's conviction of, or plea of nolo contendere, to a felony, (ii) his continued substance abuse or insobriety, (iii) his failure to substantially perform essential job functions; (iv) his failure to adhere to directives of the Board, (v) his material misconduct or gross negligence, (vi) a material violation of any company policy, or (v) any material breach of the Agreement. Additionally, Mr. Kapoor may terminate the Agreement with or without good reason. Good reason, as defined in the Agreement, includes a material diminution of the executive's duties or responsibilities, a material deduction in the executive's compensation or benefits, relocation of the executive's principal office by more than 60 miles, any requirement that the executive report to anyone other than the Board or Chief Executive Officer of the Company and any material breach of the Agreement by the executive. Upon his's voluntary termination without good reason, termination by the Company for cause or his death or disability, Mr. Kapoor will only be entitled to any earned but unpaid compensation as well as other amounts or benefits owed under the terms of any employee benefit plan of the Company (the "**Accrued Benefits**"). If the employment is terminated by Mr. Kapoor for good reason or by the Company without cause, subject to certain conditions, he will be entitled to the one-time bonus described above in addition to his Accrued Benefits.

The Agreement includes a non-solicitation provision that will apply for a period of one year following the termination of Mr. Kapoor's employment with the Company. In addition, Mr. Kapoor has agreed not to become an employee, officer, director, or consultant of any other blank check company with a class of securities registered under the Securities Exchange Act of 1934, as amended, unless the Company has failed to complete a business combination within 24 months after the closing of its initial public offering (the "**IPO**"). He further agrees for a period of six (6) months following the termination of his employment with the Company not to become an employee, officer, director, or consultant of any business seeking to acquire or merge with a business that was subject to a binding "letter of intent" or similar written agreement with the Company at the time of termination. The Agreement also contains customary confidentiality provisions.

In addition to the Agreement, Mr. Kapoor also entered into a letter agreement (the "**Letter Agreement**") with the Company, pursuant to which he has agreed to (i) waive his redemption rights with respect to any founder shares and any public shares held by him in connection with the completion of the Company's initial business combination, (ii) waive his redemption rights with respect to his founder shares and public shares in connection with a stockholder vote to approve an amendment to the Company's amended and restated certificate of incorporation (A) to modify the substance or timing of the Company's obligation to allow redemption in connection with its initial business combination or to redeem 100% of its public shares if the Company does not complete its initial business combination within 24 months from the closing of the IPO or (B) with respect to any other provision relating to stockholders' rights or pre-initial business combination activity and (iii) to waive his rights to liquidating distributions from the trust account with respect to any founder shares held by him if the Company fails to complete its initial business combination within 24 months from the closing of the IPO, although he will be entitled to liquidating distributions from the trust account with respect to any public shares he holds if the Company fails to complete its initial business combination within the prescribed time frame.

In connection with his employment, the Company's sponsor (the "**Sponsor**") agreed to grant Mr. Kapoor a membership interest in the Sponsor.

The foregoing descriptions of the Agreement and the Letter Agreement are only a summary and are qualified in their entirety by reference to the Agreement and the Letter Agreement, a copy of which are filed herewith as Exhibits 10.1 and 10.2, respectively.

No family relationship exists between Mr. Kapoor and any of the Company's directors or other executive officers. Unless disclosed herein, there are no arrangements between Mr. Kapoor and any other person pursuant to which he was appointed as an officer of the Company. Other than the transactions described herein, there are no transactions to which the Company is or was a participant and in which Mr. Kapoor has a material interest subject to disclosure under Item 404(a) of Regulation S-K.

Item 8.01. Other Events.

Forfeiture of Founder Shares

As previously reported, on November 22, 2019, the Company consummated its IPO of an aggregate of 10,000,000 units (the "**Units**"). Each Unit consists of one share of Class A common stock of the Company, par value $0.0001 per share ("**Class A Common Stock**"), and one-half of one redeemable warrant of the Company ("**Warrant**"), with each whole Warrant entitling the holder thereof to purchase one share of Class A Common Stock for $11.50 per share. The Units were sold at a price of $10.00 per Unit, generating gross proceeds to the Company of $100,000,000. The Company also granted the underwriters in the IPO a 45-day option to purchase up to an additional 1,500,000 units to cover over-allotment. The Sponsor, as the Company's initial stockholder, owned an aggregate of 2,875,000 shares of Class B common stock of the Company, par value $0.0001 per share ("**Class B Common Stock**") at the consummation of the IPO, up to 375,000 shares of which were subject to forfeiture depending on the extent to which the underwriters' over-allotment option is exercised.

On January 3, 2019, upon the expiration of the 45-day period and the underwriters not exercising the over-allotment option, 375,000 shares of Class B Common Stock were forfeited by the Sponsor in order to its maintain ownership of 20.0% of the issued and outstanding shares of common stock of the Company. Such forfeited shares were cancelled by the Company.

Separate Trading of Units, Class A Common Stock and Warrants

On January 7, 2020, the Company issued a press release, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K, announcing that the holders of the Units may elect to separately trade shares of the Class A Common Stock and the Warrants comprising the Units commencing on January 10, 2020. Those Units not separated will continue to trade on The Nasdaq Capital Market under the symbol "AMHCU," and the Class A Common Stock and Warrants that are separated will trade on The Nasdaq Capital Market under the symbols "AMHC" and "AMHCW," respectively. No fractional warrants will be issued upon separation of the Units and only whole warrants will trade. Holders of Units will need to instruct their brokers to contact Continental Stock Transfer & Trust Company, the Company's transfer agent, to separate their Units into shares of Class A Common Stock and Warrants.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1	Employment Agreement, dated January 6, 2020, by and between the Company and Vishal Kapoor.
10.2	Letter Agreement, dated January 6, 2020, by and between the Company and Vishal Kapoor.
99.1	Press Release, dated January 7, 2020

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Amplitude Healthcare Acquisition Corporation

Date: January 8, 2020

By: /s/ Bala Venkataraman

Bala Venkataraman
Chief Executive Officer

Exhibit 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") is made and entered effective as of January 6, 2020, by and between Amplitude Healthcare Acquisition Corporation (the "Company") and Vishal Kapoor (the "Executive").

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Company (the "Board") has approved the Company entering into an employment agreement with the Executive;

WHEREAS, the Company has offered Executive the position of President of the Company;

WHEREAS, the Company would like enter into a formal agreement with the Executive to set forth the terms of Executive's employment;

NOW THEREFORE, in consideration of the recitals and the mutual agreements herein set forth, the Company and the Executive agree as follows:

ARTICLE 1
EMPLOYMENT AND TERM

1.1 Employment. The Company hereby employs Executive and Executive accepts employment as President of the Company. As its President, Executive shall render such services to the Company as are customarily rendered by the President of comparable companies and as required by the articles and by-laws of Company. Executive will also be responsible for leading and supporting the Company's efforts to complete a business combination with Amplitude, as described in the Company's S-1. Executive accepts such employment and, consistent with fiduciary standards which exist between and employer and an employee, shall perform and discharge the duties commensurate with his position that may be assigned to him from time to time by the Company. Any and all prior employment agreements between the Company and Executive are hereby terminated and are of no further force and effect.

1.2 Employment At-Will. The term of Executive's employment ("Term") will not be for a definite period, but rather continue indefinitely until terminated in accordance with the terms and conditions of this Agreement. Executive shall provide fifteen (15) days' notice prior to resigning from his employment with the Company.

1.3 Compensation and Benefits.

a. Executive shall be paid a base salary of $8,333.00 per month, less applicable withholdings.

b. Upon the successful closing of a business combination with the Company, Executive shall be eligible to receive a one-time bonus in the amount of (a) $550,000.00 (Five Hundred Fifty Thousand Dollars) if the underlying transaction is publicly announced on or before February 22, 2021, ***or*** (b) $300,000.00 (Three Hundred Thousand Dollars), if the underlying transaction is publicly announced after February 22, 2021. The one-time bonus is contingent on Executive remaining continuously employed with the Company through the date of the bonus payment. If Executive's employment with the Company is terminated for reasons other than the reasons described in Section 2.1 of this Agreement, Executive will still be eligible to receive the one-time bonus if the target of the business combination was subject to a binding "letter of intent" or similar written agreement at the time of termination, subject to the requirements in Section 2.3 of this Agreement.

c. Executive shall be entitled to twenty (20) days of paid time off (PTO) for vacation, illness or personal business each full calendar year, beginning January 1, 2020.

d. Executive shall be eligible for fringe benefits offered by the Company. The Company may set the terms, amend or discontinue any benefit plan in its sole discretion in accordance with applicable law.

1.4 Executive's Agreement with Amplitude Healthcare Holdings LLC. Executive will enter into a separate agreement with Amplitude Healthcare Holdings LLC ("Sponsor") which will provide Executive with a grant of a membership interest in the Sponsor, subject to the terms and conditions contained therein.

ARTICLE 2
TERMINATION OF EMPLOYMENT AND SEVERANCE BENEFITS

2.1 Termination by the Company for Cause or Termination by the Executive without Good Reason, Death, or Disability. If the Executive's employment is terminated by the Company for Cause, or if his employment with the Company ends due to death, "permanent and total disability" (within the meaning Section 22(e)(3) of Internal Revenue Code of 1986, as amended the "Code"), or due to a voluntary termination of employment by the Executive without Good Reason, then the Executive shall only be entitled to any earned but unpaid compensation as well as any other amounts or benefits owing to Executive under the terms of any employee benefit plan of the Company (the "Accrued Benefits").

2.2 Termination by the Company without Cause or by the Executive for Good Reason. If the Executive's employment with the Company is terminated by the Company without Cause or is voluntarily terminated by the Executive for Good Reason, then the Executive shall be entitled to the Severance Benefits as described in Section 2.3 herein as well as his Accrued Benefits.

2.3 Severance Benefits.

a. In the event that the Executive becomes entitled to receive severance benefits, as provided in Section 2.2 herein, the Company shall, unless already remitted to Executive, pay to Executive the "one-time bonus" described in Section 1.3 of this Agreement provided Executive has met the conditions precedent as described therein. Such severance shall be paid at the same time it would have been paid had the Executive's employment not been terminated.

b. As a condition to receiving payments contemplated by this Article 2.3, within 30 days after the effective date of such termination Executive shall execute and deliver, and not have revoked a general release in the form attached hereto as **Exhibit "A"** (including, but not limited to, all matters relating to his employment with the Company) in favor of the Company and its affiliates in such form as the Company shall reasonably request. The Severance Benefits shall terminate and be immediately returnable to Company upon the Executive violating any of the provisions of Article III of this Agreement. Notwithstanding anything herein to the contrary, in the event such 30-day period falls into two (2) calendar years, the payments contemplated in this Article 2.3 shall not commence until the second calendar year and within the above-referenced 30-day period.

2.4 Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, without the Executive's prior written consent: (i) a material diminution of Executive's duties or responsibilities, (ii) a material reduction in Executive's Compensation or Benefits, (iii) a relocation of the Executive's primary place of employment to a location more than sixty (60) miles from the location at which the Executive was performing the Executive's duties immediately prior to such relocation, (iv) any requirement that the Executive report to anyone other than the Board and the Chief Executive Officer, or (v) any material breach of this Agreement. However, none of the foregoing events or conditions will constitute Good Reason unless: (x) the Executive provides the Company with written objection to the event or condition within 30 days following the occurrence thereof, (y) the Company does not reverse or cure the event or condition within 30 days of receiving that written objection, and (z) the Executive resigns his employment within 30 days following the expiration of that cure period.

2.5 Cause. For purposes of this Agreement, "Cause" shall be deemed to exist upon any of the following events: (i) the Executive's conviction of, or plea of nolo contendere, to a felony, (ii) the Executive's continued substance abuse or insobriety, (iii) failure to substantially perform Executive's essential job functions; (iv) failure of Executive to adhere to directives of the Board, (v) Executive's material misconduct or gross negligence, (vi) a material violation of any Company policy, or (v) any material breach of this Agreement. The Board must provide 30 days' written notice of its intent to terminate the Executive's employment for Cause. Prior to being terminated for Cause, the Executive shall have 30 days following the receipt of such written notice to cure any curable event that would otherwise constitute Cause.

ARTICLE 3
RESTRICTIVE COVENANTS

3.1 Covenant not to Solicit. Executive agrees that, for a period of one (1) year following his termination of employment with the Company, Executive will not (i) directly or indirectly solicit for employment or employ any person who is or was employed by the Company within (6) six months prior to his termination date, in any business in which the Executive has a material interest, direct or indirect, as an officer, partner, shareholder or beneficial owner, or (ii) directly or indirectly solicit for employment or employ any person who is or was employed by any business with which the Company engages in a business combination. Further, Executive will not assist any other person or entity, in hiring or soliciting such employees, even if Executive does not have a material interest or is an officer, partner, shareholder or owner. This Section 3.1 shall not prohibit Executive from soliciting or hiring any person who responds to a general advertisement or solicitation that is not specifically directed at such employees.

3.2 Confidentiality and Nondisclosure. The Executive will not use or disclose to any individual or entity any Confidential Information (as defined below) except (i) in the performance of Executive's duties for the Company, (ii) as authorized in writing by the Company, or (iii) as required by subpoena or court order, provided that, prior written notice of such required disclosure is provided to the Company and, provided further that all reasonable efforts to preserve the confidentiality of such information shall be made. As used in this Agreement, "Confidential Information" shall mean information that (i) is used or potentially useful in the business of the Company, (ii) the Company treats as proprietary, private or confidential, and (iii) is not generally known to the public. "Confidential Information" includes, without limitation, information relating to the Company's products or services, marketing, selling, customer lists, call lists, customer data, memoranda, notes, records, plans, trade secrets, research and development data, sources of supply and material, operating and cost data, financial information, personal information and information contained in manuals or memoranda. "Confidential Information" also includes proprietary and/or confidential information of the Company's customers, suppliers and trading partners who may share such information with the Company pursuant to a confidentiality agreement or otherwise. The Executive agrees to treat all such customer, supplier or trading partner information as "Confidential Information" hereunder. The foregoing restrictions on the use or disclosure of Confidential Information shall continue after Executive's employment terminates for any reason for so long as the information is not generally known to the public. Nothing in this Agreement prohibits Executive from disclosing a Company trade secret (i) in confidence to a Federal, State, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Moreover, if Executive files a lawsuit for retaliation by an employer for reporting a suspected violation of law, Executive may disclose a Company trade secret to the Executive's attorney and use the trade secret information in the court proceeding if Executive files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

3.3 Work Product and Copyrights. Executive agrees that all right, title and interest in and to the materials resulting from the performance of Executive's duties at Company and all copies thereof, including works in progress, in whatever media, ("Work"), will be and remain in Company upon their creation. Executive will mark all Work with Company's copyright or other proprietary notice as directed by Company. Executive further agrees:

a. To the extent that any portion of the Work constitutes a work protectable under the copyright laws of the United States (the "Copyright Law"), that all such Work will be considered a "work made for hire" as such term is used and defined in the Copyright Law, and that Company will be considered the "author" of such portion of the Work and the sole and exclusive owner throughout the world of copyright therein; and

b. If any portion of the Work does not qualify as a "work made for hire" as such term is used and defined in the Copyright Law, that Executive hereby assigns and agrees to assign to Company, without further consideration, all right, title and interest in and to such Work or in any such portion thereof and any copyright therein and further agrees to execute and deliver to Company, upon request, appropriate assignments of such Work and copyright therein and such other documents and instruments as Company may request to fully and completely assign such Work and copyright therein to Company, its successors or nominees, and that Executive hereby appoints Company as attorney-in-fact to execute and deliver any such documents on Executive's behalf in the event Executive should fail or refuse to do so within a reasonable period following Company's request.

3.4 Non-Disparagement. The Executive will not at any time during his employment with the Company, or after the termination of his employment with the Company, directly or indirectly (i) disparage, libel, defame, ridicule or make negative comments regarding, or encourage or induce others to disparage, libel, defame, ridicule or make negative comments regarding, the Company, or any of the Company's officers, directors, employees or agents, or the Company's products, services, business plans or methods; or (ii) engage in any conduct or encourage or induce any other person to engage in any conduct that is in any way injurious or potentially injurious to the reputation or interests of the Company or any of the Company's, officers, directors, employees or agents.

3.5 Covenant not to Compete. Executive agrees not to become an employee, officer, director, or consultant of any other blank check company with a class of securities registered under the Securities Exchange Act of 1934, as amended, unless the Company has failed to complete a business combination within 24 months after the closing of the Public Offering. Such restriction does not preclude any position as an officer or director of another blank check company held on the date hereof. For the avoidance of doubt, Executive is allowed to become an employee, officer or director of another blank check company upon the Company entering into a definitive agreement with respect to a business combination. Executive further agrees for a period of six (6) months following Executive's termination of employment with the Company not to become an employee, officer, director, or consultant of any business seeking to acquire or merge with a business that was subject to a binding "letter of intent" or similar written agreement at the time of termination. Executive further agrees that he will not, without the prior express written consent of the Company (i) use for the benefit Executive or a third party, (ii) use for the detriment of the Company, or (iii) disclose to any third party (unless required by law or governmental authority), any information regarding a potential business acquisition target of the Company that is not generally known by persons outside of the Company, the Sponsor, or their respective affiliates.

3.6 Restrictions Reasonable. Executive acknowledges that the restrictions under this Article III are substantial, and may effectively prohibit him from working for a period of one year in the field of his experience and expertise. Executive further acknowledges that he has been given access and shall continue to be given access to all of the Confidential Matters and trade secrets described above during the course of his employment, and therefore, the restrictions are reasonable and necessary to protect the competitive business interests and goodwill of the Company and do not cause Executive undue hardship.

3.7 Survival of Restrictive Covenants. Executive's obligations under this Agreement shall survive Executive's termination of employment with the Company and the termination of this Agreement.

3.8 Equitable Relief. Executive hereby acknowledges and agrees that the Company and its goodwill would be irreparably injured by, and that damages at law are an insufficient remedy for, a breach or violation of the provisions of this Agreement, and agrees that the Company, in addition to other remedies available to it for such breach shall be entitled to a preliminary injunction, temporary restraining order, or other equivalent relief, restraining Executive from any actual breach of the provisions hereof, and that the Company's rights to such equitable relief shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

3.9 Return of Company Property. Upon termination of employment or upon request of the Company, Executive shall deliver to the Company all property, documents and materials pertaining to the Company's business including, but not limited to, memoranda, notes, records, drawings, manuals, disks, copies, representations, extracts, summaries and analyses, and any other property, documents or media of the Company, and all equipment belonging to the Company, including but not limited to corporate cards, access cards, office keys, office equipment, laptop and desktop computers, cell phones and other wireless devices, thumb drives, zip drives and all other media storage devices.

3.10 Future Cooperation. The parties agree that certain matters in which Executive will be involved during his employment may necessitate Executive's cooperation in the future. Accordingly, following the termination of Executive's employment for any reason, to the extent reasonably requested by the Company, Executive shall cooperate with the Company in connection with matters arising out of Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of Executive's other activities. The Company shall reimburse Executive for reasonable expenses incurred in connection with such cooperation.

ARTICLE 4
MISCELLANEOUS

4.1 Entire Agreement. This Agreement contains the entire understanding of the Company and the Executive with respect to the subject matter hereof.

4.2 Prior Agreement. This Agreement supersedes and replaces any prior oral or written employment or severance agreement between the Executive and the Company.

4.3 Subsidiaries. Where appropriate in this Agreement, the term "Company" shall also include any direct or indirect subsidiaries of the Company.

4.4 Compliance with Code Section 409A.

a. It is the intention of both the Company and Executive that the benefits and rights to which Executive could be entitled pursuant to this Agreement comply with Section 409A of the Internal Revenue Code, and its implementing regulations and guidance ("*Section 409A*"), to the extent that the requirements of Section 409A are applicable thereto, and the provisions of this Agreement shall be construed in a manner consistent with that intention.

b. If and to the extent required to comply with any payment or benefit required to be paid under this Agreement on account of termination of Executive's employment, service (or any other similar term) shall be made only in connection with a "separation from service" with respect to Executive within the meaning of Section 409A.

c. In the event that the Executive is a "specified employee" (as described in Section 409A), and any payment or benefit payable pursuant to this Agreement constitutes deferred compensation subject to the six-month delay requirement described in Section 409A(2)(b), then no such payment or benefit shall be made before six months after the Executive's "separation from service" (as described in Section 409A) (or, if earlier, the date of the Executive's death). Any payment or benefit delayed by reason of the prior sentence shall be paid out or provided in a single lump sum at the end of such required delay period in order to catch up to the original payment schedule.

d. For purposes of applying the provisions of Section 409A to this Agreement, each separately identified amount to which the Executive is entitled under this Agreement shall be treated as a separate payment. In addition, to the extent permissible under Section 409A, any series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

4.5 Severability. It is mutually agreed and understood by the parties that should any of the restrictions and covenants contained in Article III be determined by any court of competent jurisdiction to be invalid by virtue of being vague, overly broad, unreasonable as to time, territory or otherwise, then the Agreement shall be amended retroactive to the date of its execution to include the terms and conditions which such court deems to be reasonable and in conformity with the original intent of the parties and the parties hereto consent that under such circumstances, such court shall have the power and authority to determine what is reasonable and in conformity with the original intent of the parties to the extent that such restrictions and covenants are enforceable. In the event any other provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

4.6 Modification. No provision of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company on the Company's behalf, or by the respective parties' legal representations and successors.

4.7 Dispute Resolution. All disputes regarding this agreement and/or Executive's employment with the Company shall resolved by arbitration to be administered by the American Association of Arbitration in New York, New York in accordance with the AAA's "Employment Arbitration Rules and Mediation Procedures." Unless otherwise agreed, the prevailing party will be entitled to its costs and reasonable attorneys' fees incurred in any litigation or dispute relating to the interpretation or enforcement of this Agreement. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. There is no right or authority for any claims subject to this arbitration policy to be arbitrated on a class or collective action basis or on any basis involving claims brought in a purported representative capacity on behalf of any other person or group of people similarly situated. Such claims are prohibited. Furthermore, claims brought by or against either the Executive or Company may not be joined or consolidated in the arbitration with claims brought by or against any other person or entity unless otherwise agreed to in writing by all parties involved.

4.8 Governing Law. To the extent not preempted by the laws of the United States, the terms and provisions of this agreement are governed by and shall be interpreted in accordance with, the laws of the state of New York, without giving effect to any choice of law principles, except that the "Dispute Resolution" provision above shall be governed solely by the Federal Arbitration Act.

4.9 Legal Fees and Expenses. The prevailing party any arbitration to enforce the terms of this Agreement shall be entitled to recover reasonable costs and expenses, including attorneys' fees.

4.10 Costs and Fees Related to Negotiation and Execution of Agreement. Each party shall be responsible for the payment of its own costs and expenses, including legal fees and expenses, in connection with the negotiation and execution of this Agreement.

4.11 Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by the Company's successors and/or assigns. This Agreement shall not be assignable by Executive.

4.12 Headings/References. The headings in this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

4.13 Notices. Any notice, request, instruction, or other document to be given hereunder shall be in writing and shall be deemed to have been given: (a) on the day of receipt, if sent by overnight courier; (b) upon receipt, if given in person; (c) five days after being deposited in the mail, certified or registered mail, postage prepaid, and in any case addressed as follows:

If to the Company:
1177 Avenue of the Americas, Floor 40
New York, NY 10036
Attn: Chairperson, Board of Directors

With a copy that shall not constitute notice to:

Stuart Neuhauser, Esq.
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, New York 10105

If to the Executive:
10 Strong Place, Apt. 1
Brooklyn, NY 11231

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

4.14 Representation of Executive. Executive represents and warrants to Company that Executive is free to enter into this Agreement and has no contract, commitment, arrangement or understanding to or with any party that restrains or is in conflict with Executive's performance of the covenants, services and duties provided for in this Agreement, and does not contravene the terms of any statute, law, or regulation to which Executive is subject. Executive agrees to indemnify Company and to hold it harmless against any and all liabilities or claims arising out of any unauthorized act or acts by Executive that, the foregoing representation and warranty to the contrary notwithstanding, are in violation, or constitute a breach, of any such contract, commitment, arrangement or understanding.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6th day of January 2020.

AMPLITUDE HEALTHCARE
ACQUISITION CORPORATION

By: /s/ Bala Venkataraman
Name: Bala Venkataraman
Title: Chief Executive Officer

/s/ Vishal Kapoor
Vishal Kapoor

EXHIBIT A
FORM OF RELEASE
GENERAL RELEASE OF CLAIMS

1. _____ ("Executive"), for himself and his family, heirs, executors, administrators, legal representatives and their respective successors and assigns, in exchange for the Severance Benefits, as defined under the Executive Employment Agreement made and entered effective as of the ___ day of _____, by and between Amplitude Healthcare Acquisition Corporation [or its successor], (the "Company") and _____ (the "Executive"), to which this release is attached as Exhibit A (the "Employment Agreement"), does hereby release and forever discharge the Company, its subsidiaries, affiliated companies, successors and assigns, and its current or former directors, officers or shareholders in such capacities (collectively with the Company, the "Released Parties") from any and all actions, causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing whatsoever, whether known or unknown including, but not limited to, all claims under any applicable laws arising under or in connection with Executive's employment or termination thereof, whether for tort, breach of express or implied employment contract, wrongful discharge, intentional infliction of emotional distress, or defamation or injuries incurred on the job or incurred as a result of loss of employment, including but not limited to any claims arising under Section 120 of New York Worker's Compensation law; the National Labor Relations Act, 29 U.S.C. §151 et seq.; the Fair Labor Standards Act, 29 U.S.C. §201, et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq.; the Civil Rights Acts of 1964 and 1991, 42 U.S.C. §2000e et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §701 et seq.; the Equal Pay Act of 1963, 29 U.S.C. §206(d); the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, I.R.C. § 4980B; the Genetic Information Nondiscrimination Act, 42 U.S.C. § 2000ff; the Sarbanes-Oxley Act of 2002, 18 U.S.C. §1514A, et seq., the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub Law. No. 111-203; the New York State Human Rights Law, New York Executive Law § 290 et seq.; the New York City Human Rights Law, Title 8, Chapter 1 of the Administrative Code of the City of New York; the New York State Civil Rights Law, Civil Rights Law § 40 et seq.; the New York Equal Pay Law, Labor Law §§ 194-198; the New York Whistleblower Law, Labor Law § 740; the New York Workers' Compensation Law, Workers' Compensation Law § 1 et seq.; the New York City Earned Safe and Sick Time Act; the New York Paid Family Leave Benefit Law; the New York occupational safety and health laws; the New York wage hour and wage-payment laws; and/or any other federal, state or local statute, law, ordinance, regulation or order, or the common law, or any self-regulatory organization rule or regulation ("Release").

Executive acknowledges that the Company encouraged him to consult with an attorney of his choosing prior to executing this General Release. Notwithstanding anything in this paragraph 1 to the contrary, this General Release of Claims shall not apply to (i) any rights to receive any payments or benefits to which Executive is entitled under COBRA, the Employment agreement or any other compensation or employee benefit plans in which Executive is eligible to participate at the time of execution of this General Release of Claims, (ii) any rights or claims that may arise as a result of events occurring after the date this General Release of Claims is executed, (iii) any indemnification and advancement rights Executive may have as a former employee, officer or director of the Company or its subsidiaries or affiliated companies including, without limitation, any rights arising pursuant to the articles of incorporation, bylaws and any other organizational documents of the Company or any of its subsidiaries, (iv) any claims for benefits under any directors' and officers' liability policy maintained by the Company or its subsidiaries or affiliated companies in accordance with the terms of such policy, and (v) any rights as a holder of equity securities of the Company (clauses (i) through (v), the "Reserved Claims").

2. Executive represents that he has not filed against the Released Parties any complaints, charges, or lawsuits arising out of his employment, or any other matter arising on or prior to the date of this General Release of Claims other than Reserved Claims, and covenants and agrees that he will never individually or with any person file, or commence the filing of any lawsuits, complaints or proceedings with any governmental agency, or against the Released Parties with respect to any of the matters released by Executive pursuant to paragraph 1 hereof (a "Proceeding"); provided, however, Executive shall not have relinquished his right to (i) file a charge with an administrative agency or take part in any agency investigation or (ii) commence a Proceeding pursuant to the Reserved Claims. Executive does agree, however, that he is waiving his right to recover any money in connection with such an investigation or charge filed by him or by any other individual, or a charge filed by the Equal Employment Opportunity Commission or any other federal, state or local agency, except as prohibited by law.

3. Executive hereby acknowledges that the Company has informed him that he has up to twenty-one (21) days to sign this General Release of Claims and he may knowingly and voluntarily waive that twenty-one (21) day period by signing this General Release of Claims earlier. Executive also understands that he shall have seven (7) days following the date on which he signs this General Release of Claims within which to revoke it by providing a written notice of his revocation to the Company.

4. Executive acknowledges that this General Release of Claims will be governed by and construed and enforced in accordance with the internal laws of the laws of New York, without giving effect to any choice of law principles.

5. Executive acknowledges that he has read this General Release of Claims, that he has been advised that he should consult with an attorney before he executes this general release of claims, and that he understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof.

6. This General Release of Claims shall take effect on the eighth day following Executive's execution of this General Release of Claims unless Executive's written revocation is delivered to the Company within seven (7) days after such execution.

EXECUTIVE

/s/ Vishal Kapoor

Vishal Kapoor

Exhibit 10.2

January 6, 2020

Amplitude Healthcare Acquisition Corporation
1177 Avenue of the Americas, Floor 40
New York, NY 10036

Re: Initial Public Offering

Gentlemen:

This letter (this "***Letter Agreement***") is being delivered to you in accordance with the Underwriting Agreement (the "***Underwriting Agreement***") entered into by and among Amplitude Healthcare Acquisition Corporation, a Delaware corporation (the "***Company***"), BMO Capital Markets Corp. and SVB Leerink LLC, as the underwriters (each, an "***Underwriter***" and collectively, the "***Underwriters***"), relating to an underwritten initial public offering (the "***Public Offering***"), of up to 11,500,000 of the Company's units (including up to 1,500,000 units that may be purchased to cover over-allotments, if any) (the "***Units***"), each comprised of one share of the Company's Class A common stock, par value $0.0001 per share (the "***Common Stock***"), and one-half of one redeemable warrant. Each whole Warrant (each, a "***Warrant***") entitles the holder thereof to purchase one share of Common Stock at a price of $11.50 per share, subject to adjustment. The Units were sold in the Public Offering pursuant to a registration statement on Form S-1 and prospectus (the "***Prospectus***") filed by the Company with the Securities and Exchange Commission (the "***Commission***") and the Units have been approved to be listed on the Nasdaq Capital Market. Certain capitalized terms used herein are defined in paragraph 9 hereof.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, who is a member of the management team (the "***Insider***"), hereby agrees with the Company as follows:

1. The Insider agrees that if the Company seeks stockholder approval of a proposed Business Combination, then in connection with such proposed Business Combination, he shall (i) vote any shares of Capital Stock owned by him in favor of any proposed Business Combination and (ii) not redeem any shares of Common Stock owned by him in connection with such stockholder approval. If the Company engages in a tender offer in connection with any proposed Business Combination, each Insider agrees that he will not seek to sell his shares of Common Stock to the Company in connection with such tender offer.

2. The Insider hereby agrees that in the event that the Company fails to consummate a Business Combination within 24 months from the closing of the Public Offering or such later period approved by the Company's stockholders in accordance with the Company's amended and restated certificate of incorporation, the Insider shall take all reasonable steps to cause the Company to (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than 10 business days thereafter, subject to lawfully available funds therefor, redeem 100% of the Common Stock sold as part of the Units in the Public Offering (the "***Offering Shares***"), at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its taxes (less up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Offering Shares, which redemption will completely extinguish all Public Stockholders' rights as stockholders of the Company (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in each case to the Company's obligations under Delaware law to provide for claims of creditors and other requirements of applicable law. The Insider agree not to propose any amendment to the Company's amended and restated certificate of incorporation that would modify (i) the substance or timing of the Company's obligation to redeem 100% of the Offering Shares if the Company does not complete a Business Combination within 24 months from the closing of the Public Offering or (ii) the other provisions relating to stockholders' rights or pre-initial business combination activities, unless the Company provides its Public Stockholders with the opportunity to redeem their Offering Shares upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest (which interest shall be net of amounts released for payment of taxes) divided by the number of then outstanding Offering Shares. The Insider agree to waive its redemption rights with respect to shares of Capital Stock owned by it in connection with a stockholder vote to approve an amendment to the Company's amended and restated certificate of incorporation (A) to modify the substance or timing of the Company's obligation to redeem 100% of the Offering Shares if the Company does not complete a Business Combination within 24 months from the closing of the Public Offering or (B) with respect to any other provision relating to stockholders' rights or pre-initial business combination activity.

The Insider acknowledges that he has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Founder Shares held by him. The Insider hereby further waives, with respect to any shares of Common Stock held by him, if any, any redemption rights he may have in connection with the consummation of a Business Combination, including, without limitation, any such rights available in the context of a stockholder vote to approve such Business Combination or in the context of a tender offer made by the Company to purchase shares of Common Stock (although the Sponsor, the Insiders and their respective affiliates shall be entitled to redemption and liquidation rights with respect to any Offering Shares it or they hold if the Company fails to consummate a Business Combination within 24 months from the date of the closing of the Public Offering).

3. During the period commencing on the effective date of the Underwriting Agreement and ending 180 days after such date, the Insider shall not, without the prior written consent of the Underwriters, (i) offer, sell, pledge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition), directly or indirectly, including the filing (or participation in the filing) with the Securities Exchange Commission of a registration statement under the Securities Act of 1933, as amended (the "Securities Act") to register, any units, warrants, shares of common stock or any other securities convertible into, or exercisable, or exchangeable for, shares of common stock of which such officer, director or holder is now, or may in the future become, the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act), (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic benefits or risks of ownership of such units, warrants, shares of common stock or any other securities convertible into, or exercisable, or exchangeable for, shares of common stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of any of the foregoing securities, in cash or otherwise, or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). The Insider acknowledges and agrees that, prior to the effective date of any release or waiver of the restrictions set forth in this paragraph 3 or paragraph 5 below, the Company shall announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted shall only be effective two business days after the publication date of such press release. The Insider agrees to enter into a lock-up agreement in the form attached hereto as Exhibit A with the Underwriters.

4. (a) The Insider hereby agrees not become an officer or director of, any other blank check company with a class of securities registered under the Securities Exchange Act of 1934, as amended, unless the Company has failed to complete a Business Combination within 24 months after the closing of the Public Offering. Such restriction does not preclude any position as an officer or director of another blank check company held on the date hereof. For the avoidance of doubt, the Insider is allowed to become an officer or director of another blank check company upon the Company entering into a definitive agreement with respect to a Business Combination.

(b) The Insider hereby agrees and acknowledges that: (i) the Underwriters and the Company would be irreparably injured in the event of a breach by the Insider of his obligations under paragraphs 1, 2, 3, 4(a), 5(a), 5(b), and 7 of this Letter Agreement (ii) monetary damages may not be an adequate remedy for such breach and (iii) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

5. (a) The Insider agrees that he shall not Transfer any Founder Shares (or shares of Common Stock issuable upon conversion thereof) until the earlier of (A) 180 days after the completion of the Company's initial Business Combination or (B) subsequent to the Company's initial Business Combination, the date on which the Company completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property (the "***Founder Shares Lock-up Period***").

(b) The Insider agrees that he shall not Transfer any Private Placement Warrants (or shares of Common Stock issued or issuable upon the exercise of the Private Placement Warrants) until 30 days after the completion of a Business Combination (the "***Private Placement Warrants Lock-up Period***", together with the Founder Shares Lock-up Period, the "***Lock-up Periods***").

(c) Notwithstanding the provisions set forth in paragraphs 5(a) and (b), Transfers of the Founder Shares, Private Placement Warrants and shares of Common Stock issued or issuable upon the exercise or conversion of the Private Placement Warrants or the Founder Shares and that are held by the Sponsor, the Insider or any of his permitted transferees (that have complied with this paragraph 5(c)), are permitted (a) to the Company's officers or directors, any affiliates or family members of any of the Company's officers or directors, any affiliates of the Sponsor, any members of the Sponsor, or any of its affiliates, officers, directors, direct and indirect equityholders; (b) in the case of an individual, by gift to a member of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, or to a charitable organization; (c) in the case of an individual, transfers by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, transfers pursuant to a qualified domestic relations order; (e) transfers by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the securities were originally purchased; and (f) transfers in the event of the Company's liquidation prior to the completion of an initial Business Combination; provided, however, that in the case of clauses (a) through (e), these permitted transferees must enter into a written agreement agreeing to be bound by the restrictions herein.

6. The Insider represents and warrants that he has never been suspended or expelled from membership in any securities or commodities exchange or association or had a securities or commodities license or registration denied, suspended or revoked. The Insider's biographical information furnished to the Company (including any such information included in the Prospectus) is true and accurate in all respects and does not omit any material information with respect to the Insider's background. The Insider's questionnaire furnished to the Company is true and accurate in all respects. The Insider represents and warrants that: he is not subject to or a respondent in any legal action for, any injunction, cease-and-desist order or order or stipulation to desist or refrain from any act or practice relating to the offering of securities in any jurisdiction; he has never been convicted of, or pleaded guilty to, any crime (i) involving fraud, (ii) relating to any financial transaction or handling of funds of another person, or (iii) pertaining to any dealings in any securities and he is not currently a defendant in any such criminal proceeding.

7. (a) Except as disclosed in the Prospectus and cash or other compensation to the Company's officers or advisors to be engaged subsequent to the consummation of the Public Offering (which will be disclosed in the Company's other filings with the Securities and Exchange Commission), neither the Sponsor nor any individual who is an officer, director or advisor of the Company as of the date hereof nor any affiliate thereof shall receive from the Company any finder's fee, reimbursement, consulting fee, monies in respect of any repayment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate the consummation of the Company's initial Business Combination (regardless of the type of transaction that it is), other than the following, none of which will be made from the proceeds held in the Trust Account prior to the completion of the initial Business Combination: repayment of a loan and advances up to an aggregate of $300,000 made to the Company by the Sponsor; reimbursement for any out-of-pocket expenses related to identifying, investigating and consummating an initial Business Combination; and repayment of loans, if any, and on such terms as to be determined by the Company from time to time, made by the Sponsor or any of the Company's officers or directors to finance transaction costs in connection with an intended initial Business Combination, provided, that, if the Company does not consummate an initial Business Combination, a portion of the working capital held outside the Trust Account may be used by the Company to repay such loaned amounts so long as no proceeds from the Trust Account are used for such repayment. Up to $1,500,000 of such loans may be convertible into warrants at a price of $1.00 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants, including as to exercise price, exercisability and exercise period.

8. The Insider has full right and power, without violating any agreement to which he is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Letter Agreement and, as applicable, to serve as an officer of the Company and hereby consents to being named in the Company's filings with the SEC as an officer of the Company.

9. As used herein, (i) "***Business Combination***" shall mean a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, involving the Company and one or more businesses; (ii) "***Capital Stock***" shall mean, collectively, the Common Stock and the Founder Shares; (iii) "***Founder Shares***" shall mean the 2,875,000 shares of the Company's Class B common stock, par value $0.0001 per share, held by the Sponsor (up to 375,000 Shares of which are subject to complete or partial forfeiture by the Sponsor if the over-allotment option is not exercised in full by the Underwriters); (iv) "***Initial Stockholders***" shall mean the Sponsor and any other holder of Founder Shares immediately prior to the Public Offering; (v) "***Private Placement Warrants***" shall mean the warrants to purchase up to 4,000,000 shares of Common Stock of the Company (or 4,300,000 shares of Common Stock if the over-allotment option is exercised in full) that the Sponsor have agreed to purchase for an aggregate purchase price of $4,000,000 in the aggregate (or $4,300,000 if the over-allotment option is exercised in full), or $1.00 per warrant, in a private placement that shall occur simultaneously with the consummation of the Public Offering; (vi) "***Public Stockholders***" shall mean the holders of securities issued in the Public Offering; (vii) "***Trust Account***" shall mean the trust fund into which a portion of the net proceeds of the Public Offering and the sale of the Private Placement Warrants shall be deposited; (viii) "***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

10. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

11. No party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the Sponsor and each Insider and their respective successors, heirs and assigns and permitted transferees.

12. Nothing in this Letter Agreement shall be construed to confer upon, or give to, any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Letter Agreement or of any covenant, condition, stipulation, promise or agreement hereof. All covenants, conditions, stipulations, promises and agreements contained in this Letter Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors, heirs, personal representatives and assigns and permitted transferees.

13. This Letter Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

14. This Letter Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Letter Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Letter Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

15. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

16. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or facsimile transmission.

18. This Letter Agreement shall terminate on the earlier of (i) the expiration of the Lock-up Periods or (ii) the liquidation of the Company.

Sincerely,

By: /s/ Vishal Kapoor
Name: Vishal Kapoor

Acknowledged and Agreed:

Amplitude Healthcare Acquisition Corporation

By: /s/ Bala Venkataraman
Name: Bala Venkataraman
Title: Chief Executive Officer

[Signature Page to Letter Agreement]

Exhibit 99.1

Amplitude Healthcare Acquisition Corporation Announces the Separate Trading of its Class A Common Stock and Warrants, Commencing January 10, 2020

New York, NY, Jan. 07, 2020 (GLOBE NEWSWIRE) — Amplitude Healthcare Acquisition Corporation (NASDAQ: AMHCU) (the "Company") announced today that, commencing January 10, 2020, holders of the 10,000,000 units sold in the Company's initial public offering may elect to separately trade shares of the Company's Class A common stock and warrants included in the units. Class A common stock and warrants that are separated will trade on The Nasdaq Capital Market under the symbols "AMHC" and "AMHCW," respectively. No fractional warrants will be issued upon separation of the units and only whole warrants will trade. Those units not separated will continue to trade on The Nasdaq Capital Markets under the symbol "AMHCU." Holders of units will need to have their brokers contact Continental Stock Transfer & Trust Company, the Company's transfer agent, in order to separate the units into shares of Class A common stock and warrants.

A registration statement relating to these securities has been filed with, and declared effective by, the Securities and Exchange Commission (the "SEC") on November 19, 2019. This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

The Company is a blank check company formed for the purpose of entering into a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. While the Company may pursue an initial business combination target in any business or industry, it intends to focus its search on target businesses in healthcare or healthcare related industries in the United States and Europe.

FORWARD-LOOKING STATEMENTS

This press release contains statements that constitute "forward-looking statements." Forward-looking statements are subject to numerous conditions, many of which are beyond the control of the Company, including those set forth in the Risk Factors section of the Company's registration statement and final prospectus for the offering filed with the SEC. Copies are available on the SEC's website, www.sec.gov. The Company undertakes no obligation to update these statements for revisions or changes after the date of this release, except as required by law.

Contact

Warren Rizzi
Sard Verbinnen & Co.
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