

ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

This Addendum to the Purchase and Sale Agreement (the “**Addendum**”) is hereby made a part of, and subject in all respects to, that certain Purchase and Sale Agreement (or similar title), dated _____ (the “**Agreement**”) by and between _____ (“**Buyer**”) and _____ (“**Seller**”) for the purchase and sale of the property located at _____, (“**Property**”) for the purchase price stated in the Agreement and on the terms set forth in the Agreement and in this Addendum.

RECITALS

WHEREAS, the transaction contemplated by the Agreement and this Addendum occurred as a result of using the Hubzu.com online auction platform owned and operated by Altisource Online Auction, Inc. (“**AOA**”);

WHEREAS, by using Hubzu.com, Buyer and Seller agreed that Buyer would pay a Buyer’s Premium and a Technology Fee in the amounts displayed on the property details page relating to the Property on Hubzu.com;

WHEREAS, Buyer and Seller desire to incorporate the payments owed to AOA as part of the Agreement as further described herein;

AGREEMENT

NOW, THEREFORE, in consideration for the services provided by AOA and the mutual agreements and provisions contained in this Addendum, Buyer and Seller agree as follows:

1. Buyer’s Premium and Technology Fee. In addition to all other obligations set forth in the Agreement, Buyer and Seller both acknowledge and agree that a Buyer’s Premium and a Technology Fee (each as defined below) are both payable to AOA by Buyer at closing of the transaction under the Agreement. For the purposes of this Agreement, “Buyer’s Premium” means a fee equal to the amount of the Selected Bid multiplied by four and one-half percent (4.5%); “Selected Bid” means Buyer’s bid on the Property that was chosen by Seller as the offer price for the Property and reflected in the Hubzu platform; “Technology Fee” means a fee equal to Two Hundred Ninety-Nine Dollars (\$299). For clarity, the amount of the Selected Bid does not include any purchase price reductions or concessions subsequently agreed to by Buyer and Seller. The Selected Bid, the Buyer’s Premium and the Technology Fee in connection with the Buyer’s purchase of the Property are as follows:

Selected Bid/Offer Amount payable to Seller: _____

Buyer’s Premium (if applicable) payable to AOA: _____

Technology Fees payable to AOA: _____

Seller Initials: _____

Buyer Initials: _____

2. **Requirement of Communication.** Buyer and Seller hereby authorize the escrow/closing agent to report to Altisource the status of the Closing and respond to all inquiries of Altisource and its affiliates including, but not limited to, current loan status of the Buyer, status of contingencies, inspection completion and closing status. Buyer and Seller shall further ensure that escrow/closing agent communicates with Altisource as set forth herein.

3. **Third Party Beneficiary.** Buyer and Seller agree that AOA shall be a third party beneficiary of this Addendum, and that AOA shall have the ability to enforce the provisions of this Addendum. AOA shall have no obligations under the Agreement or Addendum.

4. **Conflict.** To the extent that the terms of this Addendum conflict with any other terms of the Agreement, the terms of this Addendum shall control. All Agreement terms not specifically modified herein shall remain in full force and effect. No addition or modification of this Addendum shall be effective unless set forth in writing and signed by Buyer and Seller.

5. **Counterparts, Electronic Signatures.** This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same Addendum. This Addendum may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

6. **Legally Binding Contract.** THIS IS A LEGALLY BINDING ADDENDUM TO THE AGREEMENT. IF EITHER PARTY DOES NOT UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT OR THIS ADDENDUM, SUCH PARTY WILL CONSULT A LEGAL OR OTHER COUNSEL BEFORE SIGNING.

7. **Severability.** If any provision of this Addendum or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the Parties.

8. **Headings.** The article, section and paragraph headings contained in this Addendum are for reference purposes only and shall not affect in any way the meaning or interpretation of this Addendum.

[SIGNATURE PAGE FOLLOWS]

Seller Initials: _____

Buyer Initials: _____

IN WITNESS WHEREOF, the parties hereto have read and have caused this Addendum to be executed by their respective authorized representatives.

SELLER:

BUYER:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Seller Initials: _____

Buyer Initials: _____

Page 3 of 3