

ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT

This Addendum to the Purchase and Sales Agreement / Contract for Sale (the “**Addendum**”) is hereby made a part of, and subject in all respects to, that certain Offer to Purchase and Contract dated XXXXXX(the “**Agreement**”) by and between XXXX (**Buyer**”) and [Invitation Homes ____] (“**Seller**”) for the purchase and sale of real property located at **XXXXXXXXXXXXXXXXXX** (“**Property**”) for the Purchase Price on the terms set forth in the Agreement and in this Addendum. Capitalized terms used in this Addendum, not otherwise herein defined, shall have the meanings ascribed thereto in the Agreement. Buyer and Seller acknowledge and agree as follows:

1. Total Due From Buyer. In addition to the payment of the Purchase Price, Buyer shall also be responsible to pay to Seller (a) a technology fee of two hundred ninety-nine dollars (\$299), and (b) a buyer’s premium of [\$ _____], and Buyer hereby authorizes Seller to pay these fees directly to Hubzu or its affiliate, Altisource Online Auction, Inc. (“**Altisource**”), on Buyer's behalf at Closing (such fees to be included in the 1300 Section of the HUD settlement statement, instructions attached hereto).

Purchase Price	\$
Buyer Premium	\$
Technology Fee	\$
Total Due From Buyer	\$

2. Commissions. Brokerage commissions shall be paid to the listing broker and the buyer’s agent (if any) pursuant to the Instructions to Escrow Agent – Broker Commissions addendum attached hereto and incorporated into the Agreement.

3. Closing. Buyer and Seller agree that they may elect either a closing attorney or other non-attorney closing agent (as permitted by law) to conduct the settlement (the “**Closing Agent**”). The Closing Agent shall conduct the Closing and withhold and disburse all sums payable pursuant to the Agreement and this Addendum.

4. Commissions Due Real Estate Licensees. Buyer and Seller as well as their respective agents/brokers understand and acknowledge that all commissions to be paid at the closing of the transaction contemplated by the Agreement and this Addendum shall be calculated and paid based solely on the Purchase Price.¹

5. Requirement of Communication. Buyer and Seller hereby authorize the Closing Agent to report to Altisource and its affiliates the status of the Closing and respond to all inquiries of Altisource and its affiliates including, but not limited to, inquiries regarding status of contingencies, inspection completion and closing status. Buyer and Seller shall further ensure that Closing Agent communicates with Altisource and its affiliates as set forth herein.

¹ AM Team – confirm our typical “Instructions” addendum will be part of the PSA bundle.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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]

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

SELLER:

BUYER:

By: _____

By: _____

Name (Print): _____

Name (Print): _____

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

LISTING AGENT:

BUYER'S AGENT:

The listing agent hereby represents and warrants that he/she accepts the provisions set forth in the Agreement in its entirety and specifically as to the compensation calculation based on the Purchase Price and that this is the only compensation payable to listing agent shall receive and is entitled for this transaction from Seller.

Buyer's agent hereby represents that he/she accepts the provisions set forth in the Agreement in its entirety and specifically as to the compensation due as the buyer's agent for this transaction from Seller or the listing agent.

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Brokerage Name: _____

Brokerage Name: _____

Date: _____

Date: _____

SAMPLE