

## ADDENDUM TO ONE TO FOUR FAMILY RESIDENTIAL CONTRACT

This Addendum to One to Four Residential Contract (herein referred to as the “**Addendum**”) shall hereby amend and become a part of that certain One to Four Residential Contract by and between Home Orbit, LLC (herein referred to as “**Seller**”), and \_\_\_\_\_ and \_\_\_\_\_ (herein referred to as “**Purchaser**”), effective as of \_\_\_\_\_, 2022 (“**Effective Date**”) (herein referred to as the “**Agreement**”).

The Seller and Purchaser hereby agree that the purchase and sale of the Property is part of the HOME ORBIT Cash Offer Program (the “Program”) provided for by Service First Mortgage. This Addendum incorporates certain terms and conditions that the parties agree are an integral part of the Agreement. The Seller and Purchaser agree as follows:

1. **Simultaneous Closing.** As part of the Program, the parties agree that the Closing on the purchase of this Property will occur within 24 hours of the purchase of the Property by Seller.

2. **Title to the Property.** PURCHASER AND SELLER ACKNOWLEDGE THAT SELLER DOES NOT OWN THE PROPERTY BUT THAT SELLER HAS CONTRACTED TO PURCHASE THE PROPERTY PURSUANT TO THE TERMS AND CONDITIONS OF A CONTRACT FOR PURCHASE AND SALE (THE “UNDERLYING CONTRACT”) BY AND BETWEEN THE SELLER AND \_\_\_\_\_ (“UNDERLYING SELLER”). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY AGREED THAT ALL OF SELLER’S OBLIGATIONS HEREUNDER ARE EXPRESSLY CONDITIONED UPON THE CLOSING OF THE UNDERLYING CONTRACT; PROVIDED HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IF THE UNDERLYING SELLER DEFAULTS IN ITS OBLIGATIONS UNDER THE UNDERLYING CONTRACT AND SELLER CHOOSES TO ENFORCE SPECIFIC PERFORMANCE UNDER THE UNDERLYING CONTRACT, THE CLOSING HEREUNDER SHALL BE DEFERRED UNTIL SELLER ACTUALLY ACQUIRES THE PROPERTY FROM UNDERLYING SELLER.

3. **Default** Purchaser understands and agrees that a default by Purchaser will also result in a termination of the Program and Purchaser will forfeit all monies paid to Seller relating to the Program including, but not limited to, the 2% fee for participating in the Program

4. Any appraiser required repairs are the responsibility of the buyer, at buyers cost. Funds for the repairs will be escrowed with Lender.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Addendum and hereby agree that the Addendum is effective as of the Effective Date.

SELLER:

Home Orbit, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Executed as of \_\_\_\_\_, 2022

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_