

**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): April 7, 2015**

**ALTISOURCE ASSET MANAGEMENT CORPORATION  
(Exact name of registrant as specified in its charter)**

**United States Virgin Islands**  
(State or other jurisdiction of incorporation)

**001-36063**  
(Commission File Number)

**66-0783125**  
(IRS Employer Identification No.)

**402 Strand Street**  
**Frederiksted, United States Virgin Islands 00840-3531**  
(Address of principal executive offices including zip code)

**(340) 692-1055**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(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 (see General Instruction A.2. below):

- 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))

**Item 1.01 Entry into a Material Definitive Agreement.***Entry into Amendment to Asset Management Agreement*

On April 7, 2015, Altisource Asset Management Corporation (the "Company") entered into an amendment (the "Amendment") to the Asset Management Agreement with Altisource Residential Corporation ("Residential") and Altisource Residential, L.P., to clarify the termination fee under certain circumstances on a termination of the Company following a change of control of Residential. The foregoing description of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Amendment which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

- 10.1 Amendment to Asset Management Agreement, dated April 7, 2015, among Altisource Residential Corporation, Altisource Residential, L.P. and Altisource Asset Management Corporation.

**SIGNATURE**

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

**Altisource Asset Management Corporation**

Date: April 13, 2015

By: /s/ Stephen H. Gray  
Stephen H. Gray  
General Counsel and Secretary

**AMENDMENT  
TO  
ASSET MANAGEMENT AGREEMENT**

This Amendment to Asset Management Agreement (this "Amendment") is made and entered into as of April 7, 2015 (the "Effective Date") among ALTISOURCE RESIDENTIAL CORPORATION, a Maryland corporation ("Residential"), ALTISOURCE RESIDENTIAL, L.P., a Delaware limited partnership (the "Partnership"), and ALTISOURCE ASSET MANAGEMENT CORPORATION, a U.S. Virgin Islands corporation (the "Manager") (collectively, the "Parties"). All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Asset Management Agreement (as defined below).

WHEREAS, the Parties previously entered into that certain Asset Management Agreement, dated as of March 31, 2015 (the "Asset Management Agreement"); and

WHEREAS, the Parties desire to clarify Section 16 of the Asset Management Agreement as provided below.

NOW, THEREFORE, the Parties agree as follows:

1. Section 16 of the Asset Management Agreement is hereby clarified by amending and deleting in its entirety the penultimate sentence of Section 16 and replacing such sentence with the following:

"In the event that this Agreement is terminated in accordance with the provisions of this Section 16, Residential shall pay to the Manager, in accordance with this Section 16, a termination fee (the "Change of Control Termination Fee" and, together with the Performance Default Termination Fee and the Cause Termination Fee, the "Termination Fee") equal to the Cause Termination Fee or, if applicable, the lower of (i) the lowest other applicable Termination Fee at the time of the Residential Change of Control, if any other Termination Fee is payable (by way of example, if on the Effective Termination Date, Residential has delivered a Performance Default Event Termination Notice and is not at such time entitled to terminate this Agreement pursuant to Section 14(a), and the Agreement shall not automatically terminate pursuant to Section 17(a), then the "lowest other applicable Termination Fee" shall be the Performance Default Event Termination Fee), or (ii) zero dollars in the event this Agreement is terminated for a Cause Event at or prior to the Residential Change of Control."

2. Other. Each reference in the Asset Management Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of similar import shall mean and be a reference to the Asset Management Agreement as amended by this Amendment. No reference to this Amendment (or any amendment) need be made in any instrument or document at any time referring to the Asset Management Agreement, and a reference to the Asset Management Agreement in any such instrument or document shall be deemed to be a reference to the Asset Management Agreement as amended by this Amendment.

3. Counterparts. This Amendment may be executed in any number of counterparts (including counterparts delivered by facsimile or electronic communication (pdf)) and all such counterparts taken together will be deemed to constitute one and the same instrument.

4. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of New York.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above.

**ALTISOURCE RESIDENTIAL CORPORATION**

By: /s/ David B. Reiner  
Name: David B. Reiner  
Title: Chairman of the Board

**ALTISOURCE RESIDENTIAL, L.P.**

By: Altisource Residential GP, LLC, its general partner  
By: Altisource Residential Corporation, its sole member

By: /s/ Robin N. Lowe  
Name: Robin N. Lowe  
Title: Chief Financial Officer

**ALTISOURCE ASSET MANAGEMENT CORPORATION**

By: /s/ George Ellison  
Name: George Ellison  
Title: Chief Executive Officer

*[Signature page to Amendment to Asset Management Agreement]*