

**Section 1: 10-Q (10-Q)**

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

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **March 31, 2018**

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number **001-38004**

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**Invitation Homes Inc.**

(Exact name of registrant as specified in governing instruments)

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**Maryland**  
(State or other jurisdiction of incorporation or organization)

**90-0939055**  
(I.R.S. Employer Identification No.)

**1717 Main Street, Suite 2000**  
**Dallas, Texas 75201**  
(Address of principal executive offices)(Zip Code)

**(972) 421-3600**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

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As of May 10, 2018, there were 520,411,307 shares of common stock, par value \$0.01 per share, outstanding.

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**INVITATION HOMES INC.**

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**PART I**

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Signatures

## FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which include, but are not limited to, statements related to our expectations regarding the anticipated benefits of the merger with Starwood Waypoint Homes (“SWH”), the performance of our business, our financial results, our liquidity and capital resources, and other non-historical statements. In some cases, you can identify these forward-looking statements by the use of words such as “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “could,” “seeks,” “projects,” “predicts,” “intends,” “plans,” “estimates,” “anticipates” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties, including, among others, risks associated with achieving expected revenue synergies or cost savings from the merger, risks inherent to the single-family rental industry and our business model, macroeconomic factors beyond our control, competition in identifying and acquiring properties, competition in the leasing market for quality residents, increasing property taxes, homeowners’ association (“HOA”) and insurance costs, our dependence on third parties for key services, risks related to the evaluation of properties, poor resident selection and defaults and non-renewals by our residents, performance of our information technology systems, and risks related to our indebtedness. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We believe these factors include, but are not limited to, those described under Part I. Item 1A. “Risk Factors,” in our Annual Report on Form 10-K for the year ended December 31, 2017 (the “Annual Report on Form 10-K”) as such factors may be updated from time to time in our periodic filings with the Securities and Exchange Commission (the “SEC”), which are accessible on the SEC’s website at <http://www.sec.gov>. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included elsewhere in this Quarterly Report on Form 10-Q, in the Annual Report on Form 10-K and in our other periodic filings. The forward-looking statements speak only as of the date of this Quarterly Report on Form 10-Q, and we expressly disclaim any obligation or undertaking to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except to the extent otherwise required by law.

## DEFINED TERMS

Prior to the completion of our initial public offering, our business was owned by six holding entities: Invitation Homes L.P., Preeminent Holdings Inc., Invitation Homes 3 L.P., Invitation Homes 4 L.P., Invitation Homes 5 L.P. and Invitation Homes 6 L.P. We refer to these six holding entities collectively as the “IH Holding Entities.” Unless the context suggests otherwise, references to “IH1,” “IH2,” “IH3,” “IH4,” “IH5” and “IH6” refer to Invitation Homes L.P., Preeminent Holdings Inc., Invitation Homes 3 L.P., Invitation Homes 4 L.P., Invitation Homes 5 L.P. and Invitation Homes 6 L.P., respectively, in each case including any wholly-owned subsidiaries, if applicable. THR Property Management L.P., a wholly-owned subsidiary of IH1 (the “Manager”), provides all management and other administrative services with respect to the homes we own. The IH Holding Entities were under the common control of Blackstone Real Estate Partners VII L.P., an investment fund sponsored by The Blackstone Group L.P., and its general partner and certain affiliated funds and investment vehicles. Investment funds and vehicles associated with or designated by The Blackstone Group L.P. are referred to herein as “Blackstone.” We refer to Blackstone, together with our management and other equity holders prior to the completion of our initial public offering, collectively as our “Pre-IPO Owners.”

On November 16, 2017 (the “Merger Date”), pursuant to an Agreement and Plan of Merger, dated August 9, 2017 (the “Merger Agreement”), by and among Invitation Homes Inc. (“INVH”), Invitation Homes Operating Partnership LP (“INVH LP”), IH Merger Sub, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of INVH (“REIT Merger Sub”), SWH and Starwood Waypoint Homes Partnership, L.P., a Delaware limited partnership and a subsidiary of SWH (“SWH Partnership”), SWH merged with and into REIT Merger Sub, with REIT Merger Sub surviving as our subsidiary (the “REIT Merger”). Immediately after the REIT Merger, SWH Partnership merged with and into INVH LP, with INVH LP surviving as our subsidiary (the “Partnership Merger,” and together with the REIT Merger, the “Mergers”). “Legacy SWH” and “SWH,” as the context requires, refer to the business practices and operations of SWH prior to the Mergers, including the homes owned by SWH. “Legacy IH” refers to the business practices and operations of INVH prior to the Mergers, including the homes owned by INVH.

Unless the context suggests otherwise, references in this Quarterly Report on Form 10-Q to “Invitation Homes,” the “Company,” “we,” “our” and “us” refer (1) prior to the consummation of the reorganization transactions described in Part I. Item 2. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” (the “Pre-IPO Transactions”), to the combined IH Holding Entities and their consolidated subsidiaries, including INVH LP, (2) after the consummation of the Pre-IPO Transactions, to INVH and its consolidated subsidiaries (including INVH LP and the IH Holding Entities), and (3) after the consummation of the Mergers, to INVH and its consolidated subsidiaries including those acquired in the Mergers.

In this Quarterly Report on Form 10-Q:

- “average monthly rent” represents average monthly rental income per home for occupied properties in an identified population of homes over the measurement period and reflects the impact of non-service rent concessions and contractual rent increases amortized over the life of the related lease;
- “average occupancy” for an identified population of homes represents (i) the total number of days that the homes in such population were occupied during the measurement period, divided by (ii) the total number of days that the homes in such population were owned during the measurement period;
- “days to re-resident” for an individual home represents the number of days between (i) the date the prior resident moves out of a home, and (ii) the date the next resident is granted access to the same home, which is deemed to be the earlier of the next resident’s contractual lease start date and the next resident’s move-in date;
- “Carolinas” includes Charlotte, NC, Greensboro, NC, Raleigh, NC and Fort Mill, SC.
- “in-fill” refers to markets, MSAs, submarkets, neighborhoods or other geographic areas that are typified by significant population densities and low availability of land suitable for development into competitive properties, resulting in limited opportunities for new construction;
- “Metropolitan Statistical Area” or “MSA” is defined by the United States Office of Management and Budget as a region associated with at least one urbanized area that has a population of at least 50,000 and comprises the central county or counties containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting;

- “net effective rental rate growth” for any home represents the percentage difference between the monthly rent from an expiring lease and the monthly rent from the next lease and, in each case, reflects the impact of non-service rent concessions and contractual rent increases amortized over the life of the related lease. Leases are either renewal leases, where our current resident chooses to stay for a subsequent lease term, or a new lease, where our previous resident moves out and a new resident signs a lease to occupy the same home;
- “Northern California” includes Chico, CA, Modesto, CA, Napa, CA, Sacramento-Arden-Arcade-Roseville, CA, San Francisco-Oakland-Hayward, CA, Stockton-Lodi, CA, Vallejo-Fairfield, CA and Yuba City, CA;
- “PSF” means per square foot;
- “Same Store” or “Same Store portfolio” includes, for a given reporting period, homes that have been stabilized for at least 15 months prior to January 1st of the year in which the Same Store portfolio was established, excluding homes that have been sold, homes that have been identified for sale to an owner occupant and have become vacant, and homes that have been deemed inoperable or significantly impaired by casualty loss events or force majeure. Homes are considered stabilized if they have (i) completed an initial renovation and (ii) entered into at least one post-initial renovation lease. An acquired portfolio that is both leased and deemed to be of sufficiently similar quality and characteristics as the existing Invitation Homes Same Store portfolio may be considered stabilized at the time of acquisition. Additionally, homes acquired via the Mergers have been deemed to qualify for the Same Store portfolio beginning in 2018 if they were stabilized, according to the Invitation Homes criteria for stabilization, within the Legacy SWH portfolio prior to the Mergers. We believe presenting information about the portion of our portfolio that has been fully operational for the entirety of a given reporting period and its prior year comparison period provides investors with meaningful information about the performance of our comparable homes across periods and about trends in our organic business. In order to provide meaningful comparative information across periods that, in some cases, pre-date the Mergers, all information regarding the performance of the Same Store portfolio for periods prior to December 31, 2017 is presented as though the Mergers were consummated on January 1, 2017;
- “Southeast United States” includes our Atlanta, Carolinas and Nashville markets;
- “South Florida” includes Miami-Fort Lauderdale-West Palm Beach, FL and Port St. Lucie, FL;
- “Southern California” includes Bakersfield, CA, Los Angeles-Long Beach-Anaheim, CA, Oxnard-Thousand Oaks-Ventura, CA, Riverside-San Bernardino-Ontario, CA and San Diego-Carlsbad, CA;
- “total homes” or “total portfolio” refers to the total number of homes we own, whether or not stabilized, and excludes any properties previously acquired in purchases that have been subsequently rescinded or vacated. Unless the context otherwise requires, all measures in this Quarterly Report on Form 10-Q are presented on a total portfolio basis;
- “turnover rate” represents the number of instances that homes in an identified population become unoccupied in a given period, divided by the number of homes in such population. To the extent the measurement period shown is less than 12 months, the turnover rate may be reflected on an annualized basis; and
- “Western United States” includes our Southern California, Northern California, Seattle, Phoenix, Las Vegas and Denver markets.

## PART I

## ITEM 1. FINANCIAL STATEMENTS

INVITATION HOMES INC.  
 CONDENSED CONSOLIDATED BALANCE SHEETS  
 (in thousands, except shares and per share data)

	March 31, 2018	December 31, 2017
<b>Assets:</b>	<b>(unaudited)</b>	
Investments in single-family residential properties:		
Land	\$ 4,637,540	\$ 4,646,917
Building and improvements	13,759,959	13,740,981
	18,397,499	18,387,898
Less: accumulated depreciation	(1,197,520)	(1,075,634)
Investments in single-family residential properties, net	17,199,979	17,312,264
Cash and cash equivalents	134,893	179,878
Restricted cash	255,855	236,684
Goodwill	258,207	258,207
Other assets, net	847,511	696,605
<b>Total assets</b>	<b>\$ 18,696,445</b>	<b>\$ 18,683,638</b>
<b>Liabilities:</b>		
Mortgage loans, net	\$ 7,614,460	\$ 7,580,153
Term loan facility, net	1,488,695	1,487,973
Revolving facility	15,000	35,000
Convertible senior notes, net	550,695	548,536
Accounts payable and accrued expenses	199,317	193,413
Resident security deposits	150,202	146,689
Other liabilities	41,179	41,999
<b>Total liabilities</b>	<b>10,059,548</b>	<b>10,033,763</b>
<b>Equity:</b>		
Shareholders' equity		
Preferred stock, \$0.01 par value per share, 900,000,000 shares authorized, none outstanding at March 31, 2018 and December 31, 2017	—	—
Common stock, \$0.01 par value per share, 9,000,000,000 shares authorized, 520,364,636 and 519,173,142 outstanding at March 31, 2018 and December 31, 2017, respectively	5,204	5,192
Additional paid-in capital	8,612,110	8,602,603
Accumulated deficit	(232,296)	(157,595)
Accumulated other comprehensive income	106,918	47,885
Total shareholders' equity	8,491,936	8,498,085
Non-controlling interests	144,961	151,790
<b>Total equity</b>	<b>8,636,897</b>	<b>8,649,875</b>
<b>Total liabilities and equity</b>	<b>\$ 18,696,445</b>	<b>\$ 18,683,638</b>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**INVITATION HOMES INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except shares and per share data)  
(unaudited)

	<b>For the Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Revenues:</b>		
Rental revenues	\$ 395,792	\$ 226,096
Other property income	27,877	12,654
<b>Total revenues</b>	<b>423,669</b>	<b>238,750</b>
<b>Operating expenses:</b>		
Property operating and maintenance	160,767	88,168
Property management expense	17,164	11,449
General and administrative	27,636	58,266
Depreciation and amortization	144,500	67,577
Impairment and other	6,121	1,204
<b>Total operating expenses</b>	<b>356,188</b>	<b>226,664</b>
<b>Operating income</b>	<b>67,481</b>	<b>12,086</b>
<b>Other expenses:</b>		
Interest expense	(92,299)	(68,572)
Other, net	1,736	(226)
<b>Total other expenses</b>	<b>(90,563)</b>	<b>(68,798)</b>
<b>Loss from continuing operations</b>	<b>(23,082)</b>	<b>(56,712)</b>
Gain on sale of property, net of tax	5,502	14,321
<b>Net loss</b>	<b>(17,580)</b>	<b>(42,391)</b>
Net loss attributable to non-controlling interests	311	—
<b>Net loss attributable to common shareholders</b>	<b>\$ (17,269)</b>	<b>\$ (42,391)</b>
	<b>For the Three Months Ended March 31, 2018</b>	<b>February 1, 2017 through March 31, 2017</b>
Net loss available to common shareholders — basic and diluted (Note 12)	\$ (17,491)	\$ (25,512)
Weighted average common shares outstanding — basic and diluted	519,660,998	311,651,082
Net loss per common share — basic and diluted	\$ (0.03)	\$ (0.08)
Dividends declared per common share	\$ 0.11	N/A

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**INVITATION HOMES INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in thousands)  
(unaudited)

	<b>For the Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Net loss</b>	\$ (17,580)	\$ (42,391)
<b>Other comprehensive income</b>		
Unrealized gains on interest rate swaps	59,900	10,561
Losses from interest rate swaps reclassified into earnings from accumulated other comprehensive income	271	2,711
Other comprehensive income	60,171	13,272
<b>Comprehensive income (loss)</b>	42,591	(29,119)
Comprehensive income attributable to non-controlling interests	(753)	—
<b>Comprehensive income (loss) attributable to common shareholders</b>	<b>\$ 41,838</b>	<b>\$ (29,119)</b>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*



**INVITATION HOMES INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF EQUITY**  
**For the Three Months Ended March 31, 2018**  
(in thousands, except share and per share data)  
(unaudited)

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Total Shareholders' Equity</u>	<u>Non- Controlling Interests</u>	<u>Total Equity</u>
	<u>Number of Shares</u>	<u>Amount</u>						
<b>Balance as of December 31, 2017</b>	519,173,142	\$ 5,192	\$ 8,602,603	\$ (157,595)	\$ 47,885	\$ 8,498,085	\$ 151,790	\$ 8,649,875
Capital distributions	—	—	—	—	—	—	(1,037)	(1,037)
Net loss	—	—	—	(17,269)	—	(17,269)	(311)	(17,580)
Dividends and dividend equivalents declared (\$0.11 per share)	—	—	—	(57,432)	—	(57,432)	—	(57,432)
Issuance of common stock — settlement of RSUs, net of tax	786,457	8	(6,606)	—	—	(6,598)	—	(6,598)
Share-based compensation expense	—	—	9,498	—	—	9,498	—	9,498
Total other comprehensive income	—	—	—	—	59,107	59,107	1,064	60,171
Redemption of OP Units for common stock	405,037	4	6,615	—	(74)	6,545	(6,545)	—
<b>Balance as of March 31, 2018</b>	<u>520,364,636</u>	<u>\$ 5,204</u>	<u>\$ 8,612,110</u>	<u>\$ (232,296)</u>	<u>\$ 106,918</u>	<u>\$ 8,491,936</u>	<u>\$ 144,961</u>	<u>\$ 8,636,897</u>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**INVITATION HOMES INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)  
(unaudited)

	<b>For the Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Operating Activities:</b>		
Net loss	\$ (17,580)	\$ (42,391)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	144,500	67,577
Share-based compensation expense	9,498	44,244
Amortization of deferred leasing costs	2,844	3,139
Amortization of deferred financing costs	3,995	11,327
Amortization of debt discounts	2,254	55
Provisions for impairment	603	1,037
Gain on sale of property, net of tax	(5,502)	(14,321)
Change in fair value of derivative instruments	2,246	3,752
Other noncash amounts included in net loss	(1,153)	(337)
Changes in operating assets and liabilities:		
Other assets, net	(23,390)	(15,906)
Accounts payable and accrued expenses	10,920	16,207
Resident security deposits	3,513	1,279
Other liabilities	(2,668)	412
<b>Net cash provided by operating activities</b>	<b>130,080</b>	<b>76,074</b>
<b>Investing Activities:</b>		
Change in amounts deposited and held by others	(1,557)	484
Acquisition of single-family residential properties	(48,486)	(27,813)
Initial renovations to single-family residential properties	(16,820)	(6,855)
Other capital expenditures for single-family residential properties	(31,233)	(10,800)
Corporate capital expenditures	(29)	(270)
Proceeds from sale of residential properties	51,105	73,652
Purchases of investments in debt securities	(45,832)	—
Repayment proceeds from retained debt securities	114	—
Other investing activities	(9,260)	—
<b>Net cash (used in) provided by investing activities</b>	<b>(101,998)</b>	<b>28,398</b>
<b>Financing Activities:</b>		
Proceeds from IPO, net of underwriting discounts	—	1,692,058
IPO costs paid	—	(2,457)
Payment of dividends and dividend equivalents	(57,432)	—
Distributions to non-controlling interests	(1,037)	—
Payment of taxes related to net share settlement of RSUs	(6,598)	—
Redemption of Series A Preferred Stock	—	(1,153)
Payments on credit facilities	—	(2,321,585)
Proceeds from mortgage loans	916,571	—

**INVITATION HOMES INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**  
(in thousands)

	<b>For the Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
Payments on mortgage loans	(873,269)	(1,030,471)
Proceeds from term loan facility	—	1,500,000
Payments on revolving facility	(20,000)	—
Deferred financing costs paid	(11,770)	(24,456)
Other financing activities	(361)	—
<b>Net cash used in financing activities</b>	<b>(53,896)</b>	<b>(188,064)</b>
Change in cash, cash equivalents, and restricted cash	(25,814)	(83,592)
Cash, cash equivalents, and restricted cash, beginning of period (Note 4)	416,562	420,211
Cash, cash equivalents, and restricted cash, end of period (Note 4)	<u>\$ 390,748</u>	<u>\$ 336,619</u>
<b>Supplemental cash flow disclosures:</b>		
Interest paid, net of amounts capitalized	\$ 87,797	\$ 53,645
Cash paid for income taxes	671	—
<b>Noncash investing and financing activities:</b>		
Accrued renovation improvements at period end	\$ 5,747	\$ 3,620
Accrued residential property capital improvements at period end	5,849	2,277
Transfer of residential property, net to other assets, net for held for sale assets	59,173	32,862
Reclassification of IPO costs from other assets to additional paid-in capital	—	2,629
Change in other comprehensive income from cash flow hedges	57,516	13,272
Capital leases	2,209	—

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**INVITATION HOMES INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(dollar amounts in thousands)**  
**(unaudited)**

**Note 1—Organization and Formation**

Invitation Homes Inc. (“INVH”) was formed for the purpose of owning, renovating, leasing, and operating single-family residential properties. On February 6, 2017, INVH completed an initial public offering (“IPO”) of 88,550,000 shares of common stock at a price to the public of \$20.00 per share. An additional 221,826,634 shares of common stock were issued to the Pre-IPO Owners (as defined below) on January 31, 2017. On November 16, 2017, INVH merged with Starwood Waypoint Homes (“SWH”) as more fully described below resulting in the issuance of an additional 207,448,958 shares of common stock.

Prior to the IPO, we conducted our business through a combination of entities formed by Blackstone Real Estate Partners VII L.P. (“BREP VII”), an investment fund sponsored by The Blackstone Group L.P., along with BREP VII’s affiliated side-by-side funds and co-investment vehicles (“BREP VII and Affiliates”). The first Invitation Homes partnership was formed on June 12, 2012, through the establishment of Invitation Homes L.P. (“IH1”) and its wholly-owned subsidiary, THR Property Management L.P. (the “Manager”). Preeminent Holdings, Inc. (“IH2”) was created on February 14, 2013, Invitation Homes 3 L.P. (“IH3”) on August 8, 2013, Invitation Homes 4 L.P. (“IH4”) on January 10, 2014, Invitation Homes 5 L.P. (“IH5”) on August 22, 2014, and Invitation Homes 6 L.P. (“IH6”) on June 15, 2015 (collectively with IH1, the “Invitation Homes Partnerships”). Through the Manager, we provide all management and other administrative services with respect to the properties we own. The collective owners of the Invitation Homes Partnerships prior to the IPO are referred to as the “Pre-IPO Owners.”

Invitation Homes Operating Partnership LP (“INVH LP”) and its general partner, Invitation Homes OP GP LLC (the “OP General Partner”), were formed by one of our Pre-IPO Owners on December 14, 2016. INVH LP began negotiating and entering into certain debt and hedge instruments upon its inception in anticipation of our IPO.

Prior to the IPO, the Invitation Homes Partnerships and INVH LP were under the common control of BREP VII and Affiliates. BREP VII and Affiliates had the ability to control each of the Invitation Homes Partnerships and manage and operate the Invitation Homes Partnerships through the Manager and a common board of directors. As such, prior to the IPO our historical financial statements include assets, liabilities and results of operations of INVH LP and the Invitation Homes Partnerships and their consolidated subsidiaries on a combined and consolidated basis.

As a result of the Pre-IPO Transactions described below, IH2 was effectively merged into INVH (and the assets and liabilities of IH2 were contributed to INVH LP), and the remaining Invitation Homes Partnerships became wholly-owned subsidiaries of INVH through INVH LP.

On October 4, 2016, INVH was incorporated in the State of Delaware and was capitalized as of that date by an investment from one of our Pre-IPO Owners. Since inception, and through the date of the Pre-IPO Transactions (as described below), INVH did not engage in any business or activity. On February 6, 2017, INVH changed its jurisdiction of incorporation to Maryland. The Pre-IPO Transactions also included amendments to the INVH charter which provide for the issuance of up to 9,000,000,000 shares of common stock and 900,000,000 shares of preferred stock, \$0.01 par value per share.

Our organizational structure includes several wholly-owned subsidiaries that were formed to facilitate our financing arrangements (the “Borrower Entities”). These Borrower Entities are used to align the ownership of our single-family residential properties with individual debt instruments. Collateral for the individual debt instruments may be in the form of equity interests in the Borrower Entities or in pools of single-family residential properties owned either directly by the Borrower Entities or indirectly by their wholly-owned subsidiaries (see Note 6).

References to “Invitation Homes,” the “Company,” “we,” “our,” and “us” refer, collectively, to INVH, INVH LP, and the consolidated subsidiaries of INVH LP, including the Manager. References to “SWH” refer to Starwood Waypoint Homes and its subsidiaries.

***Pre-IPO Transactions***

On January 31, 2017, we effected certain transactions (the “Pre-IPO Transactions”) that resulted in INVH LP holding, directly or indirectly, all of the assets, liabilities, and results of operations of the Invitation Homes Partnerships, including the

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full portfolio of homes held by the Invitation Homes Partnerships. As a result of the Pre-IPO Transactions, INVH LP was wholly-owned by INVH directly and through its wholly-owned subsidiary, the OP General Partner. More specifically:

- INVH acquired all of the assets, liabilities, and operations held directly or indirectly by IH2 through certain mergers and related transactions as follows:
  - IH2 Property Holdings Inc., a parent entity of IH2, merged with and into INVH, with INVH as the entity surviving the merger (the “IH2 Property Holdings Merger”), and the issued and outstanding shares of IH2 Property Holdings Inc., all of which were held by certain of the Pre-IPO Owners, were converted into newly issued shares of common stock of INVH; and
  - following the IH2 Property Holdings Merger, IH2 merged with and into INVH, with INVH as the entity surviving the merger (the “IH2 Merger”). In the IH2 Merger, all of the shares of common stock of IH2 issued and outstanding immediately prior to such merger, other than the shares held by INVH, were converted into shares of newly issued common stock of INVH. As a result of the IH2 Merger, INVH holds all of the assets and operations held directly or indirectly by IH2 prior to such merger;
- prior to the IH2 Merger, our Pre-IPO Owners contributed to INVH their interests in each of the other Invitation Homes Partnerships (other than IH2) in exchange for newly-issued shares of INVH; and
- INVH contributed to INVH LP all of the interests in the Invitation Homes Partnerships (other than IH2, the assets, liabilities and operations of which were contributed to INVH LP).

The Pre-IPO Transactions were accounted for as a reorganization of entities under common control utilizing historical cost basis.

***Merger with Starwood Waypoint Homes***

On November 16, 2017 (the “Merger Date”), pursuant to an Agreement and Plan of Merger, dated as of August 9, 2017 (the “Merger Agreement”), by and among INVH, INVH LP, IH Merger Sub, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of INVH (“REIT Merger Sub”), SWH and Starwood Waypoint Homes Partnership, L.P., a Delaware limited partnership and a subsidiary of SWH (“SWH Partnership”), SWH merged with and into REIT Merger Sub, with REIT Merger Sub surviving as our subsidiary (the “REIT Merger”). Immediately after the REIT Merger, SWH Partnership merged with and into INVH LP, with INVH LP surviving as our subsidiary (the “Partnership Merger,” and together with the REIT Merger, the “Mergers”).

Under the terms of the Merger Agreement, each outstanding SWH common share was converted into 1.6140 shares of our common stock (the “Exchange Ratio”), and each outstanding unit of SWH Partnership was converted into 1.6140 common units, representing limited partner interests, in INVH LP. Further, each outstanding restricted share unit of SWH (an “SWH RSU”) that vested as a result of the Mergers was automatically converted into the right to receive our common stock based on the Exchange Ratio, plus any accrued but unpaid dividends (if any) and less certain taxes (if any). After giving effect to the Mergers, as of March 31, 2018, INVH owns a 98.3% partnership interest in INVH LP and has the full, exclusive and complete responsibility for and discretion over the day to day management and control of INVH LP. See Note 15 for additional information regarding the accounting treatment for the Mergers.

The REIT Merger is intended to qualify as a reorganization for United States federal income tax purposes, and the Partnership Merger is intended to be treated as a transaction that is generally tax free to the holders of units of SWH Partnership for United States federal income tax purposes.

**Note 2—Significant Accounting Policies**

***Basis of Presentation***

The accompanying interim condensed consolidated financial statements are unaudited and have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) and with the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial information and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements

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and should be read in conjunction with our audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2017.

Subsequent to the date of the Pre-IPO Transactions, these condensed consolidated financial statements include the accounts of INVH and its consolidated subsidiaries. Prior to the date of the Pre-IPO Transactions, these condensed consolidated financial statements include the combined accounts of INVH LP and the Invitation Homes Partnerships and their wholly-owned subsidiaries.

All intercompany accounts and transactions have been eliminated in the condensed consolidated financial statements. In the opinion of management, all adjustments that are of a normal recurring nature considered necessary for a fair presentation of our interim financial statements have been included in these condensed consolidated financial statements. Operating results for the three months ended March 31, 2018 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2018.

We consolidate entities when we own, directly or indirectly, a majority interest in the entity or are otherwise able to control the entity. We consolidate variable interest entities (“VIEs”) in accordance with Accounting Standards Codification (“ASC”) 810, *Consolidation*, if we are the primary beneficiary of the VIE as determined by our power to direct the VIE’s activities and the obligation to absorb its losses or the right to receive its benefits, which are potentially significant to the VIE. A VIE is broadly defined as an entity with one or more of the following characteristics: (a) the total equity investment at risk is insufficient to finance the entity’s activities without additional subordinated financial support; (b) as a group, the holders of the equity investment at risk lack (i) the ability to make decisions about the entity’s activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; or (c) the equity investors have voting rights that are not proportional to their economic interests, and substantially all of the entity’s activities either involve, or are conducted on behalf of, an investor that has disproportionately few voting rights.

As described in Note 5, as a result of the Mergers we acquired an investment in a joint venture with the Federal National Mortgage Association (“FNMA”), which is a voting interest entity. We do not hold a controlling financial interest in the joint venture but have significant influence over its operating and financial policies. Additionally, FNMA held certain substantive participating rights that preclude the presumption of control by us; as such, we account for our investment using the equity method. In connection with the Mergers, we initially recorded this investment at fair value in connection with purchase accounting as described in Note 15 and have subsequently adjusted for our proportionate share of net earnings or losses and other comprehensive income or loss, cash contributions made and distributions received, and other adjustments, as appropriate. Distributions of operating profit from the joint venture are reported as part of operating cash flows while distributions related to a capital transaction, such as a refinancing transaction or sale, are reported as investing activities.

Non-controlling interests primarily represent the interests in INVH LP held by a third party as a result of the Partnership Merger. Non-controlling interests are presented as a separate component of equity on the condensed consolidated balance sheets as of March 31, 2018 and December 31, 2017 and the condensed consolidated statement of operations for the three months ended March 31, 2018 includes an allocation of the net loss attributable to the non-controlling interest holders.

#### *Adoption of New Accounting Standards*

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* (“ASU 2014-09”), which provides guidance on revenue recognition and supersedes the revenue recognition requirements in Topic 605, *Revenue Recognition*, most industry-specific guidance, and some cost guidance included in Subtopic 605-35, *Revenue Recognition—Construction-Type and Production-Type Contracts*. The standard’s core principle is that a company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under current guidance. These judgments may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to fulfill a contract. We adopted ASU 2014-09 effective January 1, 2018 using the modified retrospective transition method. This adoption did not have a significant impact on our condensed consolidated financial statements, as

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more than 90% of our total revenues consist of rental income from leasing arrangements, and such revenue is specifically excluded from the standard. We analyzed our remaining revenue streams included within other property income and concluded there was no change to the timing and pattern of revenue recognition for these revenue streams under the new guidance. As such, adoption of the standard did not result in a change to our revenue recognition policies, require recognition of a cumulative adjustment as of January 1, 2018, or have a material impact on our condensed consolidated financial statements.

In September 2017, the FASB issued ASU No. 2017-13, *Revenue Recognition (Topic 605), Revenue from Contracts with Customers (Topic 606), Leases (Topic 840), and Leases (Topic 842): Amendments to SEC Paragraphs Pursuant to the Staff Announcement at the July 20, 2017 EITF Meeting and Rescission of Prior SEC Staff Announcements and Observer Comments*. The purpose of this pronouncement is to update the guidance in the SEC paragraphs of the ASC to align with ASU No. 2014-09. We adopted ASU 2017-03 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Compensation-Stock Compensation (Topic 718): Scope of Modification Accounting*, which clarifies the definition of modification with the objective of evaluating whether modification accounting should be applied when there are changes to the terms or conditions of a share-based payment award. We adopted ASU 2017-09 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

In February 2017, the FASB issued ASU 2017-05, *Other Income—Gains and Losses from the Derecognition of Nonfinancial Assets (Subtopic 610-20): Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets*. The new guidance clarifies that ASC 610-20 applies to the derecognition of nonfinancial assets and in substance nonfinancial assets unless other specific guidance applies. As a result, it will not apply to the derecognition of businesses, nonprofit activities, or financial assets (including equity method investments), or to revenue transactions (contracts with customers). The new guidance also clarifies that an in substance nonfinancial asset is an asset or group of assets for which substantially all of the fair value consists of nonfinancial assets and the group or subsidiary is not a business. In addition, transfers of nonfinancial assets to another entity in exchange for a non-controlling ownership interest in that entity will be accounted for under ASC 610-20, removing specific guidance on such partial exchanges from ASC 845, *Nonmonetary Transactions*. As a result of the new guidance, the guidance specific to real estate sales in ASC 360-20, *Real Estate Sales*, will be eliminated. As such, sales and partial sales of real estate assets will now be subject to the same derecognition model as all other nonfinancial assets. We adopted ASU 2017-05 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*, to simplify the accounting for goodwill impairment by removing step two of the goodwill impairment test, which had involved determining the fair value of individual assets and liabilities of a reporting unit to measure goodwill. Instead, goodwill impairment will be determined as the excess of a reporting unit's carrying value over its fair value, not to exceed the carrying amount of goodwill. We adopted ASU 2017-04 effective January 1, 2018, which will impact our goodwill impairment testing process; however, it did not have a material impact on our condensed consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*, which requires that period changes in the total of cash, cash equivalents, and amounts generally described as restricted cash or cash equivalents are explained in the statement of cash flows. Thus, amounts generally described as restricted cash and restricted cash equivalents will be included with cash and cash equivalents when reconciling the beginning and ending balances shown in the statement of cash flows. We adopted ASU 2016-18 effective January 1, 2018, using a retrospective transition method. As a result, on our condensed consolidated statements of cash flow, changes in restricted cash related to security deposits (previously included in the operating activities section) and changes in the restricted cash line (previously included in the investing activities section) have been eliminated. Changes in restricted cash are now included in the beginning of period and end of period total cash, cash equivalents and restricted cash amounts. Additionally, Note 4 includes expanded disclosures regarding the components of the beginning and ending balances on our condensed consolidated statements of cash flows.

In October 2016, the FASB issued ASU 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. This new guidance will require the current and deferred tax effects of intercompany transactions, except for those involving inventory, to be recognized currently. Under current GAAP, the tax effects of intra-entity asset transfers are

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deferred until the transferred asset is sold to a third party or otherwise recovered through use. We adopted ASU 2016-16 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*, which clarifies the classification of certain cash receipts and cash payments including debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing, proceeds from the settlement of insurance claims, and beneficial interests in securitization transactions. We adopted ASU 2016-15 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments — Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which amends certain aspects of recognition, measurement, presentation and disclosure of financial instruments, including the requirement to measure certain equity investments at fair value with changes in fair value recognized in net income. We adopted ASU 2016-01 effective January 1, 2018, and it did not have a material impact on our condensed consolidated financial statements.

#### *Use of Estimates*

The preparation of the condensed consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. These estimates are inherently subjective in nature and actual results could differ from those estimates.

#### *Accounting Policies*

There have been no changes to our significant accounting policies that have had a material impact on our condensed consolidated financial statements and related notes, compared to those policies disclosed in our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2017.

#### *Recent Accounting Pronouncements*

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which changes how companies will measure credit losses for certain financial assets. This guidance requires an entity to estimate its expected credit loss and record an allowance based on this estimate so that it is presented at the net amount expected to be collected on the financial asset. This new standard will be effective for annual reporting periods beginning after December 15, 2019, and interim periods within that reporting period, with early adoption permitted beginning after December 15, 2018 and interim periods within that reporting period. We do not anticipate that the adoption of this standard will have a material impact on our condensed consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which will require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by all leases with terms of more than one year. Lessor accounting will remain similar to lessor accounting under current GAAP, while aligning with the FASB's new revenue recognition guidance. The new standard will be effective for us for annual reporting periods beginning after December 15, 2018, and for interim periods within those annual periods, with early adoption permitted. We expect that the adoption of this standard will result in an increase in assets and liabilities on our condensed consolidated balance sheets related to our leased office space and vehicles.



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**Note 3—Investments in Single-Family Residential Properties**

The following table sets forth the net carrying amount associated with our properties by component:

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Land	\$ 4,637,540	\$ 4,646,917
Single-family residential property	13,103,690	13,084,156
Capital improvements	536,314	536,297
Equipment	119,955	120,528
Total gross investments in the properties	18,397,499	18,387,898
Less: accumulated depreciation	(1,197,520)	(1,075,634)
Investments in single-family residential properties, net	<u>\$ 17,199,979</u>	<u>\$ 17,312,264</u>

As of March 31, 2018 and December 31, 2017, the carrying amount of the residential properties above includes \$122,011 and \$125,903, respectively, of capitalized acquisition costs (excluding purchase price), along with \$64,687 and \$62,938, respectively, of capitalized interest, \$25,976 and \$25,966, respectively, of capitalized property taxes, \$4,731 and \$4,727, respectively, of capitalized insurance, and \$2,794 and \$2,818, respectively, of capitalized homeowners' association ("HOA") fees.

During the three months ended March 31, 2018 and 2017, we recognized \$126,661 and \$66,653, respectively, of depreciation expense related to the components of the properties, \$16,447 and \$0, respectively, of amortization related to in-place lease intangible assets, and \$1,392 and \$924, respectively, of depreciation and amortization related to corporate furniture and equipment. These amounts are included in depreciation and amortization in the condensed consolidated statements of operations. Further, during the three months ended March 31, 2018 and 2017, impairments totaling \$603 and \$1,037, respectively, have been recognized and are included in impairment and other in the condensed consolidated statements of operations.

**Note 4—Cash, Cash Equivalents, and Restricted Cash**

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported on the condensed consolidated balance sheets that sum to the total of such amounts shown in the condensed consolidated statements of cash flows:

	<b>As of March 31,</b>		<b>As of December 31,</b>	
	<b>2018</b>	<b>2017</b>	<b>2017</b>	<b>2016</b>
Cash and cash equivalents	\$ 134,893	\$ 192,450	\$ 179,878	\$ 198,119
Restricted cash	255,855	144,169	236,684	222,092
Total cash, cash equivalents, and restricted cash shown in the condensed consolidated statements of cash flows	<u>\$ 390,748</u>	<u>\$ 336,619</u>	<u>\$ 416,562</u>	<u>\$ 420,211</u>

Pursuant to the terms of the mortgage loans described in Note 6, we are required to establish, maintain, and fund from time to time (generally either monthly or at the time borrowings are funded) certain specified reserve accounts. These reserve accounts include, but are not limited to, the following types of accounts: (i) property tax reserves; (ii) insurance reserves; (iii) capital expenditure reserves; and (iv) HOA reserves. The reserve accounts associated with the mortgage loans are under the sole control of the loan servicer. Additionally, we hold security deposits pursuant to resident lease agreements that are required to be segregated. We also are required to post collateral related to certain of our interest rate swap agreements and to hold letters of credit as required by certain of our insurance policies. Accordingly, amounts funded to these reserve accounts, security deposit accounts, and other restricted accounts have been classified on our condensed consolidated balance sheets as restricted cash.

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The amounts funded, and to be funded, to the reserve accounts are subject to formulae included in the mortgage loan agreements and are to be released to us subject to certain conditions specified in the mortgage loan agreements being met. To the extent that an event of default were to occur, the loan servicer has discretion to use such funds to either settle the applicable operating expenses to which such reserves relate or reduce the allocated loan amount associated with a residential property of ours.

The balances of our restricted cash accounts, as of March 31, 2018 and December 31, 2017, are set forth in the table below. As of March 31, 2018 and December 31, 2017, no amounts were funded to the insurance and HOA reserve accounts as the conditions specified in the mortgage loan agreements that require such funding did not exist.

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Resident security deposits	\$ 150,583	\$ 147,098
Property taxes	46,931	20,785
Collections	34,700	40,607
Derivative collateral	11,680	15,120
Insurance premium and deductible	4,487	4,250
Capital expenditure reserves	3,461	5,257
Letters of credit	3,440	2,994
Eligibility reserves	573	573
Total	<u>\$ 255,855</u>	<u>\$ 236,684</u>

**Note 5—Other Assets**

As of March 31, 2018 and December 31, 2017, the balances in other assets, net are as follows:

	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Investments in debt securities, net	\$ 424,351	\$ 378,545
Interest rate swaps (Note 7)	115,127	57,612
Held for sale assets <sup>(1)</sup>	76,951	46,814
Investment in unconsolidated joint venture	56,940	57,078
Prepaid expenses	54,364	37,869
Rent and other receivables, net	28,686	24,525
In-place leases, net	21,070	37,517
Corporate fixed assets, net	15,415	16,595
Amounts deposited and held by others	14,155	12,598
Deferred leasing costs, net	7,358	7,018
Deferred financing costs, net	6,911	7,504
Other	26,183	12,930
Total	<u>\$ 847,511</u>	<u>\$ 696,605</u>

(1) As of March 31, 2018 and December 31, 2017, 402 and 236 properties, respectively, are classified as held for sale.

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*Investments in Debt Securities, net*

As of March 31, 2018, in connection with certain of our Securitizations (as defined in Note 6), we have retained and purchased certificates totaling \$424,351, net of unamortized discounts of \$3,257. These investments in debt securities are classified as held to maturity investments. As of March 31, 2018 and December 31, 2017, there were no gross unrecognized holding gains or losses, and there were no other than temporary impairments recognized in accumulated other comprehensive income. As of March 31, 2018, our retained certificates are scheduled to mature over the next three months to nine years.

*Investment in Unconsolidated Joint Venture*

In connection with the Mergers, we acquired a 10% interest in a joint venture with FNMA to operate, lease, and manage a portfolio of properties primarily located in Arizona, California, and Nevada. A wholly-owned subsidiary of INVH LP is the managing member of the joint venture and is responsible for the operation and management of the properties, subject to FNMA's approval on major decisions. As of March 31, 2018 and December 31, 2017, the joint venture owned 768 and 776 properties, respectively.

*Rent and Other Receivables, net*

We lease our properties to residents pursuant to leases that generally have an initial contractual term of at least 12 months, provide for monthly payments, and are cancelable by the resident and us under certain conditions specified in the related lease agreements.

Included in other assets, net on the condensed consolidated balance sheets, is an allowance for doubtful accounts of \$3,331 and \$4,094, as of March 31, 2018 and December 31, 2017, respectively.

*In-Place Leases, net*

In connection with the Mergers, we acquired in-place leases with a fair value of \$45,740. The amortization period assigned at the Merger Date was approximately eight months, which represents the weighted average remaining lease period, and amortization expense of \$16,447 is included in depreciation and amortization expense in the condensed consolidated statement of operations for the three months ended March 31, 2018. As of March 31, 2018 and December 31, 2017, the unamortized balances of the in-place lease intangible asset are \$21,070 and \$37,517, respectively, and the balance will be fully amortized during the year ended December 31, 2018.

*Deferred Financing Costs, net*

In connection with our Revolving Facility (as defined in Note 6), we incurred \$9,673 of financing costs during the year ended December 31, 2017, which have been deferred as other assets, net on our condensed consolidated balance sheet due to the line of credit features of the Revolving Facility. These deferred financing costs are being amortized as interest expense on a straight line basis over the term of the Revolving Facility. As of March 31, 2018 and December 31, 2017, the unamortized balances of these deferred financing costs are \$6,911 and \$7,504, respectively.

**Note 6—Debt**

Mortgage Loans

Our securitization transactions (the "Securitizations" or the "mortgage loans") are collateralized by certain homes owned by the respective Borrower Entities. We utilize the proceeds from our securitizations to fund (i) repayments of then-outstanding indebtedness, (ii) initial deposits into Securitization reserve accounts, (iii) closing costs in connection with the mortgage loans, (iv) general costs associated with our operations, and (v) distributions and dividends. In addition to the Securitization transactions we initiated, we assumed certain mortgage loans from SWH in connection with the Mergers.

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The following table sets forth a summary of our mortgage loan indebtedness as of March 31, 2018 and December 31, 2017:

	Origination Date	Maturity Date	Interest Rate <sup>(1)</sup>	Range of Spreads	Outstanding Principal Balance <sup>(2)</sup>	
					March 31, 2018	December 31, 2017
CAH 2014-1 <sup>(3)</sup>	N/A	N/A	—%	N/A	\$ —	\$ 473,384
CAH 2014-2 <sup>(3)</sup>	N/A	N/A	—%	N/A	—	385,401
IH 2015-1, net <sup>(4)(5)</sup>	January 29, 2015	March 9, 2019	4.31%	152-437 bps	527,826	528,795
IH 2015-2 <sup>(4)(5)</sup>	April 10, 2015	June 9, 2018	3.89%	142-377 bps	627,106	627,259
CAH 2015-1 <sup>(4)(6)</sup>	June 11, 2015	July 9, 2018	3.76%	128-373 bps	655,455	656,551
IH 2015-3 <sup>(4)(7)</sup>	June 25, 2015	August 9, 2018	4.13%	136-481 bps	1,162,225	1,165,886
CSH 2016-1 <sup>(4)(6)</sup>	June 7, 2016	July 9, 2018	4.19%	158-508 bps	529,827	531,517
CSH 2016-2 <sup>(4)</sup>	November 3, 2016	December 9, 2018	3.73%	133-423 bps	605,357	609,815
IH 2017-1 <sup>(8)</sup>	April 28, 2017	June 9, 2027	4.23%	N/A	996,371	996,453
SWH 2017-1 <sup>(4)</sup>	September 29, 2017	October 9, 2019	3.43%	102-347 bps	769,754	769,754
IH 2017-2 <sup>(4)</sup>	November 9, 2017	December 9, 2019	3.38%	91-306 bps	863,263	863,413
IH 2018-1 <sup>(3)(4)</sup>	February 8, 2018	March 9, 2020	3.12%	76-256 bps	914,441	—
Total Securitizations					7,651,625	7,608,228
Less deferred financing costs, net					(37,165)	(28,075)
Total					\$ 7,614,460	\$ 7,580,153

- (1) Except for IH 2017-1, interest rates are based on a weighted average spread over the London Interbank Offered Rate (“LIBOR”), plus applicable servicing fees; as of March 31, 2018, LIBOR was 1.88%. Our IH 2017-1 mortgage loan bears interest at a fixed rate of 4.23% per annum, equal to the market determined pass-through rate payable on the certificates including applicable servicing fees.
- (2) Outstanding principal balance is net of discounts and does not include deferred financing costs, net.
- (3) On February 8, 2018, the outstanding balances of CAH 2014-1 and CAH 2014-2 were repaid in full with proceeds from IH 2018-1, a new securitization transaction.
- (4) The initial maturity term of each of these mortgage loans is two to three years, individually subject to two to five, one-year extension options at the borrower’s discretion (provided that there is no continuing event of default under the mortgage loan agreement and the borrower obtains a replacement interest rate cap agreement in a form reasonably acceptable to the lender). Our IH 2015-2, IH 2015-3 and CAH 2015-1 mortgage loans have exercised the first extension option, and IH 2015-1 has exercised the second extension option. The maturity dates above are reflective of all extensions that have been exercised.
- (5) On May 8, 2018, the outstanding balances of IH 2015-1 and IH 2015-2 were repaid in full with proceeds from IH 2018-2, a new securitization transaction (see Note 16).
- (6) On April 9, 2018, we submitted a notification to request an extension of the maturity of the CAH 2015-1 and CSH 2016-1 mortgage loans from July 9, 2018 to July 9, 2019 upon approval.
- (7) On May 9, 2018, we submitted a notification to request an extension of the maturity of the IH 2015-3 mortgage loan from August 9, 2018 to August 9, 2019 upon approval.
- (8) Net of unamortized discount of \$3,257 and \$3,345 as of March 31, 2018 and December 31, 2017, respectively.

*Securitization Transactions*

For each Securitization transaction, the Borrower Entity executed a loan agreement with a third-party lender. Except for IH 2017-1, each mortgage loan consists of five to seven components. The components are floating rate except with respect to certain components we were required to retain in connection with risk retention rules. The two to three year initial terms are individually subject to two to five, one-year extension options at the Borrower Entity’s discretion. Such extensions are

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available provided there is no continuing event of default under the respective mortgage loan agreement and the Borrower Entity obtains a replacement interest rate cap agreement in a form reasonably acceptable to the lender. IH 2017-1 is a 10-year, fixed rate mortgage loan comprised of two components. Certificates issued by the trust in connection with Component A of IH 2017-1 benefit from FNMA's guaranty of timely payment of principal and interest.

Certain components were sold at a discount, and \$3,257 and \$3,345 of unamortized discount are included in mortgage loans, net on our condensed consolidated balance sheets as of March 31, 2018 and December 31, 2017, respectively.

Each mortgage loan is secured by a pledge of the equity in the assets of the respective Borrower Entities, as well as first-priority mortgages on the underlying properties and a grant of security interests in all of the related personal property. As of March 31, 2018 and December 31, 2017, a total of 45,005 and 47,616 homes, respectively, were pledged pursuant to the mortgage loans. We are obligated to make monthly payments of interest for each mortgage loan, and IH 2013-1 and CAH 2014-1 also required monthly payments of principal.

#### *Transactions with Trusts*

Concurrent with the execution of each mortgage loan agreement, the respective third-party lender sold each loan it originated to individual depositor entities (the "Depositor Entities") who subsequently transferred each loan to securitization-specific trust entities (the "Trusts"). The Depositor Entities for our securitizations currently outstanding are wholly-owned subsidiaries. We accounted for the transfer of the individual securitizations from the wholly-owned Depositor Entities to the respective trusts as sales under ASC Topic 860, *Transfers and Servicing*, with no resulting gain or loss as the securitizations were both originated by the lender and immediately transferred at the same fair market value.

As consideration for the transfer of each loan to the trusts, the trusts issued certificate classes which mirror the components of the individual loan agreements (collectively, the "Certificates") to the Depositor Entities, except that Class R certificates do not have related loan components as they represent residual interests in the trusts. The Certificates represent the entire beneficial interest in the trusts. Following receipt of the Certificates, the Depositor Entities sold the Certificates to investors using the proceeds as consideration for the loans sold to the Depositor Entities by the lenders. These transactions had no effect on our condensed consolidated financial statements other than with respect to Certificates we retained in connection with securitizations or purchased at a later date.

The trusts are structured as pass-through entities that receive interest, and in the case of IH 2013-1 and CAH 2014-1 principal payments, from the securitizations and distribute those payments to the holders of the Certificates. The assets held by the trusts are restricted and can only be used to fulfill the obligations of those entities. The obligations of the trusts do not have any recourse to the general credit of any entities in these condensed consolidated financial statements. We have evaluated our interests in certain certificates of the trusts held by us (discussed below) and determined that they do not create a more than insignificant variable interest in the trusts. Additionally, the retained certificates do not provide us with any ability to direct the activities that could impact the trusts' economic performance. Therefore, we do not consolidate the trusts.

#### *Retained Certificates*

Beginning in April 2014, the trusts made Certificates available for sale to both domestic and foreign investors. With the introduction of foreign investment, sponsors of the mortgage loans are required to retain a portion of the risk that represents a material net economic interest in each loan. These requirements were further refined in December 2016 pursuant to Regulation RR (the "Risk Retention Rules") under the Securities Exchange Act of 1934, as amended. As such, loan sponsors are now required to retain a portion of the credit risk that represents not less than 5% of the aggregate fair value of the loan as of the closing date.

To fulfill these requirements, Class G certificates for IH 2015-1, IH 2015-2, IH 2015-3, CAH 2015-1, CSH 2016-1, and CSH 2016-2 are equal to 5% of the original principal amount of the loans. Per the terms of the mortgage loan agreements, the Class G certificates are restricted certificates that were made available exclusively to the sponsor, as applicable. We retained these Class G certificates at the time of the related securitizations, and they are principal only, bearing a stated interest rate of 0.0005%. Additionally, in certain instances, we have elected to purchase certain Class F certificates, which bear a stated annual interest rate of LIBOR plus a spread ranging from 4.80% to 5.08%.

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For IH 2017-1, the Class B certificates are restricted certificates that were made available exclusively to INVH LP in order to comply with the Risk Retention Rules. The Class B certificates bear a stated annual interest rate of 4.23%, including applicable servicing fees.

For IH 2017-2, SWH 2017-1, and IH 2018-1, we retained a portion of each certificate class to meet the Risk Retention Rules. These retained certificates accrue interest at a floating rate of LIBOR plus a spread ranging from 0.76% to 3.47%.

The retained certificates total \$424,351 and \$378,545 as of March 31, 2018 and December 31, 2017, respectively, are classified as held to maturity investments, and are recorded in other assets, net on the condensed consolidated balance sheets (see Note 5).

#### *Loan Covenants*

The general terms that apply to all of the mortgage loans require us to maintain compliance with certain affirmative and negative covenants. Affirmative covenants with which we must comply include our, and certain of our affiliates', compliance with (i) licensing, permitting and legal requirements specified in the mortgage loan agreements, (ii) organizational requirements of the jurisdictions in which we, and certain of our affiliates, are organized, (iii) federal and state tax laws, and (iv) books and records requirements specified in the respective mortgage loan agreements. Negative covenants with which we must comply include our, and certain of our affiliates', compliance with limitations surrounding (i) the amount of our indebtedness and the nature of our investments, (ii) the execution of transactions with affiliates, (iii) the Manager, and (iv) the nature of our business activities. As of March 31, 2018, and through the date our condensed consolidated financial statements were issued, we believe we are in compliance with all affirmative and negative covenants.

#### *Prepayments*

For the mortgage loans, prepayments of amounts owed by us are generally not permitted by us under the terms of the respective mortgage loan agreements unless such prepayments are made pursuant to the voluntary election or mandatory provisions specified in such agreements. The specified mandatory provisions become effective to the extent that a property becomes characterized as a disqualified property, a property is sold, and/or upon the occurrence of a condemnation or casualty event associated with a property. To the extent either a voluntary election is made, or a mandatory prepayment condition exists, in addition to paying all interest and principal, we must also pay certain breakage costs as determined by the loan servicer and a spread maintenance premium if prepayment occurs before the month following the one or two year anniversary of the closing dates of each of the mortgage loans except for IH 2017-1. For IH 2017-1, prepayments on or before December 2026 will require a yield maintenance premium. For the three months ended March 31, 2018 and 2017, we made voluntary and mandatory prepayments of \$873,269 and \$1,030,471, respectively, under the terms of the mortgage loan agreements.

#### Term Loan Facility and Revolving Facility

On February 6, 2017, we entered into a credit agreement with a syndicate of banks, financial institutions and institutional lenders for a credit facility (the "Credit Facility"), which was amended on December 18, 2017 to include entities and homes acquired in the Mergers. The Credit Facility provides \$2,500,000 of borrowing capacity and consists of a \$1,000,000 revolving facility (the "Revolving Facility"), which will mature on February 6, 2021, with a one-year extension option, and a \$1,500,000 term loan facility (the "Term Loan Facility"), which will mature on February 6, 2022. The Revolving Facility also includes borrowing capacity available for letters of credit and for short-term borrowings referred to as swing line borrowings, in each case subject to certain sublimits. The Credit Facility provides us with the option to enter into additional incremental credit facilities (including an uncommitted incremental facility that provides us with the option to increase the size of the Revolving Facility and/or the Term Loan Facility by an aggregate amount of up to \$1,500,000), subject to certain limitations. Proceeds from the Term Loan Facility were used to repay existing indebtedness and for general corporate purposes. Proceeds from the Revolving Facility were used for general corporate purposes.

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The following table sets forth a summary of the outstanding principal amounts under the Credit Facility as of March 31, 2018 and December 31, 2017:

	<b>Maturity Date</b>	<b>Interest Rate<sup>(1)</sup></b>	<b>March 31, 2018</b>	<b>December 31, 2017</b>
Term loan facility	February 6, 2022	3.58%	\$ 1,500,000	\$ 1,500,000
Deferred financing costs, net			(11,305)	(12,027)
Term Loan Facility, net			<u>\$ 1,488,695</u>	<u>\$ 1,487,973</u>
Revolving Facility	February 6, 2021	3.63%	<u>\$ 15,000</u>	<u>\$ 35,000</u>

(1) Interest rates for the Term Loan Facility and the Revolving Facility are based on LIBOR plus an applicable margin of 1.70% and 1.75%, respectively; as of March 31, 2018, LIBOR was 1.88%.

*Interest Rate and Fees*

Borrowings under the Credit Facility bear interest, at our option, at a rate equal to a margin over either (a) a LIBOR rate determined by reference to the Bloomberg LIBOR rate (or comparable or successor rate) for the interest period relevant to such borrowing, or (b) a base rate determined by reference to the highest of (1) the administrative agent's prime lending rate, (2) the federal funds effective rate plus 0.50%, and (3) the LIBOR rate that would be payable on such day for a LIBOR rate loan with a one-month interest period plus 1.00%. The margin is based on a total leverage based grid. The margin for the Revolving Facility ranges from 0.75% to 1.30%, in the case of base rate loans, and 1.75% to 2.30%, in the case of LIBOR rate loans. The margin for the Term Loan Facility ranges from 0.70% to 1.30%, in the case of base rate loans, and 1.70% to 2.30%, in the case of LIBOR rate loans. In addition, the Credit Facility provides that, upon receiving an investment grade rating on its non-credit enhanced, senior unsecured long term debt of BBB- or better from Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., or Baa3 or better from Moody's Investors Service, Inc. (an "Investment Grade Rating Event"), we may elect to convert to a credit rating based pricing grid.

In addition to paying interest on outstanding principal under the Credit Facility, we are required to pay a facility fee to the lenders under the Revolving Facility in respect of the unused commitments thereunder. The facility fee rate is based on the daily unused amount of the Revolving Facility and is either 0.35% or 0.20% per annum based on the unused facility amount. Upon converting to a credit rating pricing based grid, the unused facility fee will no longer apply; and we will be required to pay a facility fee ranging from 0.125% to 0.300%. We are also required to pay customary letter of credit fees.

*Prepayments and Amortization*

No principal reductions are required under the Credit Facility. We are permitted to voluntarily repay amounts outstanding under the Term Loan Facility at any time without premium or penalty, subject to certain minimum amounts and the payment of customary "breakage" costs with respect to LIBOR loans. Once repaid, no further borrowings will be permitted under the Term Loan Facility.

*Loan Covenants*

The Credit Facility contains certain customary affirmative and negative covenants and events of default. Such covenants will, among other things, restrict, subject to certain exceptions, our ability and that of the Subsidiary Guarantors (as defined below) and their respective subsidiaries to (i) engage in certain mergers, consolidations or liquidations, (ii) sell, lease or transfer all or substantially all of their respective assets, (iii) engage in certain transactions with affiliates, (iv) make changes to our fiscal year, (v) make changes in the nature of our business and our subsidiaries, and (vi) incur additional indebtedness that is secured on a pari passu basis with the Credit Facility.

The Credit Facility also requires us, on a consolidated basis with our subsidiaries, to maintain a (i) maximum total leverage ratio, (ii) maximum secured leverage ratio, (iii) maximum unencumbered leverage ratio, (iv) minimum fixed charge coverage ratio, (v) minimum unencumbered fixed charge coverage ratio, and (vi) minimum tangible net worth. If an event of default occurs, the lenders under the Credit Facility are entitled to take various actions, including the acceleration of amounts

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due under the Credit Facility and all actions permitted to be taken by a secured creditor. As of March 31, 2018, and through the date our condensed consolidated financial statements were issued, we believe we were in compliance with all affirmative and negative covenants.

*Guarantees and Security*

The obligations under the Credit Facility are guaranteed on a joint and several basis by each of our direct and indirect domestic wholly-owned subsidiaries that own, directly or indirectly, unencumbered assets (the “Subsidiary Guarantors”), subject to certain exceptions. The guarantee provided by any Subsidiary Guarantor will be automatically released upon the occurrence of certain events, including if it no longer has a direct or indirect interest in an unencumbered asset or as a result of certain non-recourse refinancing transactions pursuant to which such Subsidiary Guarantor becomes contractually prohibited from providing its guaranty of the Credit Facility. In addition, INVH may be required to provide a guarantee of the Credit Facility under certain circumstances, including if INVH does not maintain its qualification as a real estate investment trust (“REIT”).

The Credit Facility is collateralized by first priority or equivalent security interests in all the capital stock of, or other equity interests in, any Subsidiary Guarantor held by us and each of the Subsidiary Guarantors. The security interests granted under the Credit Facility will be automatically released upon the occurrence of certain events, including upon an Investment Grade Rating Event or if the total net leverage ratio is less than or equal to 8.00:1.00 for four consecutive fiscal quarters.

Convertible Senior Notes

In connection with the Mergers, we assumed SWH’s convertible senior notes. In July 2014, SWH issued \$230,000 in aggregate principal amount of 3.00% convertible senior notes due 2019 (the “2019 Convertible Notes”). Interest on the 2019 Convertible Notes is payable semiannually in arrears on January 1st and July 1st of each year. The 2019 Convertible Notes will mature on July 1, 2019.

In January 2017, SWH issued \$345,000 in aggregate principal amount of 3.50% convertible senior notes due 2022 (the “2022 Convertible Notes” and together with the 2019 Convertible Notes, the “Convertible Senior Notes”). Interest on the 2022 Convertible Notes is payable semiannually in arrears on January 15th and July 15th of each year. The 2022 Convertible Notes will mature on January 15, 2022.

The following table summarizes the terms of the Convertible Senior Notes outstanding as of March 31, 2018 and December 31, 2017:

	Coupon Rate	Effective Rate <sup>(1)</sup>	Conversion Rate <sup>(2)</sup>	Maturity Date	Amortization Period	Principal Amount	
						March 31, 2018	December 31, 2017
2019 Convertible Notes	3.00%	4.92%	53.0969	7/1/2019	1.25 years	\$ 229,993	\$ 230,000
2022 Convertible Notes	3.50%	5.12%	43.7694	1/15/2022	3.80 years	345,000	345,000
Total						574,993	575,000
Net unamortized fair value adjustment						(24,298)	(26,464)
Total						\$ 550,695	\$ 548,536

(1) Effective rate includes the effect of the adjustment to the fair value of the debt as of the Merger Date, the value of which reduced the initial liability recorded to \$223,185 and \$324,252 for each of the 2019 Convertible Notes and 2022 Convertible Notes, respectively.

(2) We generally have the option to settle any conversions in cash, common stock or a combination thereof. The conversion rate represents the number of shares of common stock issuable per \$1,000 principal amount (actual \$) of Convertible Senior Notes converted at March 31, 2018, as adjusted in accordance with the applicable indentures as a result of cash dividend payments and the effects of the Mergers. The Convertible Senior Notes do not meet the criteria for conversion as of March 31, 2018.



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*Terms of Conversion*

As of March 31, 2018, the conversion rate applicable to the 2019 Convertible Notes is 53.0969 shares of our common stock per \$1,000 principal amount (actual \$) of the 2019 Convertible Notes (equivalent to a conversion price of approximately \$18.83 per common share – actual \$). The conversion rate for the 2019 Convertible Notes is subject to adjustment in some events, but will not be adjusted for any accrued and unpaid interest. In addition, following certain events that occur prior to the maturity date, we will increase the conversion rate for a holder who elects to convert its 2019 Convertible Notes in connection with such an event in certain circumstances. At any time prior to January 1, 2019, holders may convert the 2019 Convertible Notes at their option only under specific circumstances as defined in the indenture agreement, dated as of July 7, 2014, between us and our trustee, Wilmington Trust, National Association (“the Convertible Notes Trustee”). As a result of the completion of the Mergers, the 2019 Convertible Notes were convertible for a 35 trading day period, which expired January 8, 2018. On or after January 1, 2019 and until maturity, holders may convert all or any portion of the 2019 Convertible Notes at any time. Upon conversion, we will pay or deliver, as the case may be, cash, common stock, or a combination of cash and common stock, at our election.

As of March 31, 2018, the conversion rate applicable to the 2022 Convertible Notes is 43.7694 shares of our common stock per \$1,000 principal amount (actual \$) of the 2022 Convertible Notes (equivalent to a conversion price of approximately \$22.85 per common share – actual \$). The conversion rate for the 2022 Convertible Notes is subject to adjustment in some events, but will not be adjusted for any accrued and unpaid interest. In addition, following certain events that occur prior to the maturity date, we will increase the conversion rate for a holder who elects to convert its 2022 Convertible Notes in connection with such an event in certain circumstances. At any time prior to July 15, 2021, holders may convert the 2022 Convertible Notes at their option only under specific circumstances as defined in the indenture agreement, dated as of January 10, 2017, between us and the Convertible Notes Trustee. As a result of the completion of the Mergers, the 2022 Convertible Notes were convertible for a 35 trading day period, which expired January 8, 2018. On or after July 15, 2021 and until maturity, holders may convert all or any portion of the 2022 Convertible Notes at any time. Upon conversion, we will pay or deliver, as the case may be, cash, common stock, or a combination of cash and common stock, at our election.

*General Terms*

We may not redeem the Convertible Senior Notes prior to their maturity dates except to the extent necessary to preserve our status as a REIT for United States federal income tax purposes, as further described in the indentures. If we undergo a fundamental change as defined in the indentures, holders may require us to repurchase for cash all or any portion of their Convertible Senior Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Convertible Senior Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The indentures contain customary terms and covenants and events of default. If an event of default occurs and is continuing, the Convertible Notes Trustee, by notice to us, or the holders of at least 25% in aggregate principal amount of the outstanding Convertible Senior Notes, by notice to us and the Convertible Notes Trustee, may, and the Convertible Notes Trustee at the request of such holders shall, declare 100% of the principal of and accrued and unpaid interest on all the Convertible Senior Notes to be due and payable. In the case of an event of default arising out of certain events of bankruptcy, insolvency or reorganization in respect to us (as set forth in the indentures), 100% of the principal of and accrued and unpaid interest on the Convertible Senior Notes will automatically become due and payable.

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Debt Maturities Schedule

The following table summarizes the contractual maturities of our debt as of March 31, 2018:

Year	Mortgage Loans <sup>(1)(2)</sup>	Term Loan Facility	Revolving Facility	Convertible Senior Notes	Total
2018	\$ 3,579,970	\$ —	\$ —	\$ —	\$ 3,579,970
2019	2,160,843	—	—	229,993	2,390,836
2020	914,441	—	—	—	914,441
2021	—	—	15,000	—	15,000
2022	—	1,500,000	—	345,000	1,845,000
2023 and thereafter	996,371	—	—	—	996,371
Total	7,651,625	1,500,000	15,000	574,993	9,741,618
Less deferred financing costs, net	(37,165)	(11,305)	—	—	(48,470)
Less unamortized fair value adjustment	—	—	—	(24,298)	(24,298)
Total	\$ 7,614,460	\$ 1,488,695	\$ 15,000	\$ 550,695	\$ 9,668,850

(1) The maturity dates of the obligations are reflective of all extensions that have been exercised.

(2) On May 8, 2018, IH 2015-1 and IH 2015-2 were repaid in full with the proceeds from IH 2018-2, a new securitization transaction (see Note 16). The net result of the repayments and new securitization will be to reduce 2018 and 2019 obligations by \$627,106 and \$527,826, respectively, to be replaced with obligations totaling \$1,057,225 due on June 9, 2020.

**Note 7—Derivative Instruments**

From time to time, we enter into derivative instruments to manage the economic risk of changes in interest rates. We do not enter into derivative transactions for speculative or trading purposes. Designated hedges are derivatives that meet the criteria for hedge accounting and for which we have elected to designate them as hedges. Non-designated hedges are derivatives that do not meet the criteria for hedge accounting or which we did not elect to designate as accounting hedges.

*Designated Hedges*

We have entered into various interest rate swap agreements, which are used to hedge the variable cash flows associated with variable-rate interest payments. Certain of the Invitation Homes Partnerships and certain Borrower Entities guaranteed the obligations under each of the interest rate swaps from the date the swaps were entered into through the date of the IPO. Each of these swaps was accounted for as a non-designated hedge until January 31, 2017, when the criteria for hedge accounting were met as a result of the Pre-IPO Transactions described in Note 1. At that time, we designated these swaps for hedge accounting purposes. Subsequent to that date, changes in the fair value of these swaps are recorded in other comprehensive income and are subsequently reclassified into earnings in the period in which the hedged forecasted transactions affect earnings.

In addition, in connection with the Mergers, we acquired various interest rate swap instruments, which we designated for hedge accounting purposes. On the Merger Date, we recorded these interest rate swaps at their aggregate estimated fair value of \$21,135 (see Note 15). Over the terms of each swap, an amount equal to the Merger Date fair value will be amortized and recorded as an increase in interest expense and accumulated other comprehensive income.

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The table below summarizes our interest rate swap instruments as of March 31, 2018:

<b>Agreement Date</b>	<b>Forward Effective Date</b>	<b>Maturity Date</b>	<b>Strike Rate</b>	<b>Index</b>	<b>Notional Amount</b>
December 21, 2016	February 28, 2017	January 31, 2022	1.97%	One-month LIBOR	\$ 750,000
December 21, 2016	February 28, 2017	January 31, 2022	1.97%	One-month LIBOR	750,000
January 12, 2017	February 28, 2017	August 7, 2020	1.59%	One-month LIBOR	1,100,000
January 13, 2017	February 28, 2017	June 9, 2020	1.63%	One-month LIBOR	595,000
January 20, 2017	February 28, 2017	March 9, 2020	1.60%	One-month LIBOR	325,000
June 3, 2016	July 15, 2017	July 15, 2018	0.93%	One-month LIBOR	450,000
January 10, 2017	January 15, 2018	January 15, 2019	1.58%	One-month LIBOR	550,000
February 23, 2016	March 15, 2018	March 15, 2019	1.10%	One-month LIBOR	800,000
February 23, 2016	March 15, 2018	March 15, 2019	1.06%	One-month LIBOR	800,000
June 3, 2016	July 15, 2018	July 15, 2019	1.12%	One-month LIBOR	450,000
January 10, 2017	January 15, 2019	January 15, 2020	1.93%	One-month LIBOR	550,000
March 29, 2017	March 15, 2019	March 15, 2022	2.21%	One-month LIBOR	800,000
June 3, 2016	July 15, 2019	July 15, 2020	1.30%	One-month LIBOR	450,000
January 10, 2017	January 15, 2020	January 15, 2021	2.13%	One-month LIBOR	550,000
June 3, 2016	July 15, 2020	July 15, 2021	1.47%	One-month LIBOR	450,000
January 10, 2017	January 15, 2021	July 15, 2021	2.23%	One-month LIBOR	550,000

During the three months ended March 31, 2018, such derivatives were used to hedge the variable cash flows associated with existing variable-rate interest payments. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next 12 months, we estimate that \$25,678 will be reclassified to earnings as a decrease in interest expense.

*Non-Designated Hedges*

Concurrent with entering into certain of the mortgage loan agreements and in connection with the Mergers, we entered into or acquired and maintain interest rate cap agreements with terms and notional amounts equivalent to the terms and amounts of the mortgage loans made by the third-party lenders and with strike prices ranging from approximately 2.83% to 3.74% (collectively, the "Strike Prices"). To the extent that the maturity date of one or more of the mortgage loans is extended through an exercise of one or more of the extension options, replacement or extension interest rate cap agreements must be executed with terms similar to those associated with the initial interest rate cap agreements and strike prices equal to the greater of the Strike Prices and the interest rate at which the debt service coverage ratio (as defined) is not less than 1.2 to 1.0. The interest rate cap agreements, including all of our rights to payments owed by the counterparties and all other rights, have been pledged as additional collateral for the mortgage loans.

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*Tabular Disclosure of Fair Values of Derivative Instruments on the Condensed Consolidated Balance Sheets*

The table below presents the fair value of our derivative financial instruments as well as their classification on the condensed consolidated balance sheets as of March 31, 2018 and December 31, 2017:

	Balance Sheet Location	Asset Derivatives		Liability Derivatives	
		Fair Value as of		Fair Value as of	
		March 31, 2018	December 31, 2017	March 31, 2018	December 31, 2017
<b>Derivatives designated as hedging instruments:</b>					
Interest rate swaps	Other assets	\$ 115,127	\$ 57,612	Other liabilities	\$ — \$ —
<b>Derivatives not designated as hedging instruments:</b>					
Interest rate caps	Other assets	496	27	Other liabilities	— —
Interest rate swaps	Other assets	—	—	Other liabilities	— —
Total		<u>\$ 115,623</u>	<u>\$ 57,639</u>		<u>\$ —</u> <u>\$ —</u>

*Tabular Disclosure of the Effect of Derivative Instruments on the Condensed Consolidated Statements of Operations*

The tables below present the effect of our derivative financial instruments in the condensed consolidated statements of operations for the three months ended March 31, 2018 and 2017:

	Amount of Gain (Loss) Recognized in OCI on Derivative		Location of Gain (Loss) Reclassified from Accumulated OCI into Net Loss	Amount of Gain (Loss) Reclassified from Accumulated OCI into Net Loss		Total Amount of Interest Expense Presented in the Condensed Consolidated Statements of Operations	
	Three Months Ended March 31,			Three Months Ended March 31,		Three Months Ended March 31,	
	2018	2017		2018	2017	2018	2017
<b>Derivatives in cash flow hedging relationships:</b>							
Interest rate swaps	\$ 59,900	\$ 10,561	Interest expense	\$ (271) \$ (2,711)	\$ 92,299	\$ 68,572	

	Location of Gain (Loss) Recognized in Net Loss on Derivative	Amount of Gain (Loss) Recognized in Net Loss on Derivative	
		Three Months Ended March 31,	
		2018	2017
<b>Derivatives not designated as hedging instruments:</b>			
Interest rate swaps	Interest expense	\$ —	\$ (3,674)
Interest rate caps	Interest expense	253	(78)
Total		<u>\$ 253</u>	<u>\$ (3,752)</u>

*Credit-Risk-Related Contingent Features*

We have agreements with certain of our derivative counterparties for our interest rate swap agreements that contain a provision where we could be declared in default on our derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to our default on the indebtedness.

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As of March 31, 2018, we had no interest rate swap derivatives with a fair value in a net liability position. As of March 31, 2018, we have posted collateral amounting to \$11,680 related to certain of these agreements (see Note 4).

**Note 8—Equity**

*Shareholders' Equity*

In connection with our IPO (see Note 1), we issued 310,376,634 shares of common stock to the public and the Pre-IPO Owners and 3,290,126 restricted stock units (“RSUs”) (see Note 10), and our IPO raised \$1,692,058, net of underwriting discount, and before IPO costs of \$5,726. During the three months ended March 31, 2018, we issued 1,191,494 shares of common stock, comprised of 786,086 shares of common stock in net settlement of 1,086,288 fully vested RSUs and 405,037 shares of common stock in exchange for the redemption of the same number of units of partnership interests in INVH LP (the “OP Units”).

*Starwood Waypoint Homes Merger*

In connection with the Mergers (see Note 1), SWH stockholders received an aggregate of 207,448,958 shares of our common stock in exchange for all outstanding SWH common shares. In addition, we issued 9,441,615 OP Units which are redeemable for shares of our common stock on a one-for-one basis or, in our sole discretion, cash and are reflected as non-controlling interests on our condensed consolidated balance sheets. As of March 31, 2018, 9,036,578 redeemable OP Units remain outstanding.

*Dividends*

To qualify as a REIT, we are required to distribute annually to our stockholders at least 90% of our REIT taxable income, without regard to the deduction for dividends paid and excluding net capital gains, and to pay tax at regular corporate rates to the extent that we annually distribute less than 100% of our net taxable income. We intend to pay quarterly dividends to our stockholders, which in the aggregate are approximately equal to or exceed our net taxable income in the relevant year.

The following table summarizes our dividends declared from January 1, 2017 through March 31, 2018:

	<b>Record Date</b>	<b>Amount per Share<sup>(1)</sup></b>	<b>Pay Date</b>	<b>Total Amount Declared</b>
Q1-2018	February 13, 2018	\$ 0.11	February 28, 2018	\$ 57,432
Q4-2017	October 24, 2017	0.08	November 7, 2017	25,139
Q3-2017	August 15, 2017	0.08	August 31, 2017	25,200
Q2-2017	May 15, 2017	0.06	May 31, 2017	18,800

(1) Amounts are displayed in actual dollars and are paid on a per share basis.

On May 3, 2018, our board of directors declared a dividend of \$0.11 per share to stockholders of record on May 15, 2018, which is payable on May 31, 2018.

*Combined Equity*

Prior to the IPO, our business was conducted through the Invitation Homes Partnerships which did not have a common capital structure. As described in Note 1, IH1, IH3, IH4, IH5, and IH6 are partnerships. These entities each had limited partners and a general partner (the “Class A Partners”), along with a board of directors designated in the respective limited partnership agreements. IH2 was a Delaware corporation and had issued 1,000 shares of common stock and 113 shares of Series A Preferred Stock. IH2 had a board of directors elected by the common stockholders. The same board of directors was responsible for directing the significant activities of the Invitation Homes Partnerships and INVH LP on a combined basis.

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The IH2 Series A Preferred Stock ranked, in respect of rights to the payment of dividends and the distribution of assets in the event of any liquidation or dissolution, senior to the IH2 common stock. Holders of such IH2 Series A Preferred Stock shares were entitled to receive cumulative cash dividends at the rate of 12.0% per annum of the total of a liquidation preference. On January 31, 2017, in connection with the Pre-IPO Transactions, the Series A Preferred Stock was redeemed for \$1,153, inclusive of the redemption premium and accrued and unpaid dividends to that date.

Profits and losses, and cash distributions were allocated in accordance with the terms of the respective entity's organizational documents.

As further described in Note 10, we granted certain individuals incentive compensation units in IH1, IH2, IH3, IH4, IH5, and IH6 (the "Class B Units") that were accounted for as a substantive class of equity due to the terms of the agreements and rights of the holders. We previously made distributions to certain Class B unitholders in the form of non-recourse cash advances totaling \$11,023. Any amounts distributed to the holders of the Class B Units whose Class B Units were converted in connection with the Pre-IPO Transactions (see Note 10), reduced the number of converted shares common stock received by amounts previously paid to such Class B unitholders as advance distributions. As a result of the Pre-IPO Transactions, there are no longer any Class B Units outstanding.

We previously executed and funded notes receivables with certain Class B unitholders (the "Class B Notes"). On January 5, 2017, \$7,723 of Class B Notes, including accrued interest, were canceled, and the transaction was accounted for as a distribution to the underlying unitholder. As part of the Pre-IPO Transactions, IH1 assigned \$11,963, including accrued interest, of Class B Notes to a wholly-owned subsidiary of the Pre-IPO Owners that was formed in connection with the reorganization described in Note 1, and the transaction was accounted for as a distribution. The Class B Notes were secured by certain of the Class B Units of the makers of the Class B Notes and were otherwise non-recourse to the makers. As such, the Class B Notes were recorded as a component of combined equity on our condensed consolidated balance sheet prior to the transactions described above.

#### **Note 9—Related Party Transactions**

##### *Management Services*

One of our wholly-owned subsidiaries, as the managing member of a joint venture with FNMA (see Note 5), earns a management fee based upon the venture's gross receipts. For the three months ended March 31, 2018, we earned \$707 of management fees which are included in other, net in the accompanying condensed consolidated statement of operations. There were no such management fees earned during the three months ended March 31, 2017.

#### **Note 10—Share-Based Compensation**

##### *INVH RSAs and RSUs*

Prior to completion of the IPO, our board of directors adopted, and our stockholders approved, the Invitation Homes Inc. 2017 Omnibus Incentive Plan (the "Omnibus Incentive Plan") to provide a means through which to attract and retain key personnel and to provide a means whereby our directors, officers, employees, consultants and advisors can acquire and maintain an equity interest in us, or be paid incentive compensation, including incentive compensation measured by reference to the value of our common stock, and to align their interests with those of our stockholders. Under the Omnibus Incentive Plan, we may issue up to 16,000,000 shares, and as of March 31, 2018, we have awarded 5,530,937 RSUs thereunder. Time-vesting RSUs are participating securities for earnings per share ("EPS") purposes, and performance or market based vesting RSUs are not. We refer to RSUs with performance or market based vesting conditions as "PRSUs." Additionally, in connection with the IPO, we granted 62,529 restricted shares of common stock of INVH ("RSAs") in conversion of the Class B Units. These RSAs are all time-vesting awards, and they are not part of the Omnibus Incentive Plan. For detailed discussion of RSUs and RSAs issued prior to January 1, 2018, refer to our Annual Report on Form 10-K for the year ended December 31, 2017.

- *2018 Annual Long Term Incentive ("LTIP") Awards:* During the three months ended March 31, 2018, we granted 598,468 RSUs pursuant to LTIP awards. Each award is divided into three tranches, portions of which vest based on

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time-vesting conditions, market based vesting conditions, and performance based vesting conditions. The time-vesting RSUs vest in three equal annual installments based on an anniversary date of March 1, 2018 subject to continued employment through the applicable vesting date.

The PRSUs may be earned based on the achievement of certain measures over a three-year performance period. The number of PRSUs earned will be determined based on performance achieved during the performance period for each measure at certain threshold, target, or maximum levels and corresponding payout ranges. In general, the LTIP PRSUs are earned on the date after the end of the performance period on which the performance results are certified (a "Certification Date") by our compensation and management development committee (the "Compensation Committee"). The 2018 LTIP PRSUs are eligible to vest on the related Certification Date subject to continued employment through such date.

All of the LTIP Awards are subject to certain change in control and retirement eligibility provisions that may impact these vesting schedules.

- *Other Awards:* During the three months ended March 31, 2018, we granted 132,376 RSUs (the "2018 Bonus Awards") each of which award is a time-vesting award which vests in three equal annual installments based on an anniversary date of March 1, 2018.

During the three months ended March 31, 2018, the grant date was established for 168,184 PRSUs issued in connection with the Mergers. These Merger-related PRSUs may be earned based on the achievement of certain measures over a three-year performance period that began on the Merger Date. The number of Merger-related PRSUs earned will be determined based on performance achieved during the performance period for each measure at certain threshold, target, or maximum levels and corresponding payout ranges. In general, the Merger-related LTIP PRSUs are earned on the related Certification Date by our Compensation Committee. The Merger-related PRSUs will vest on the related Certification Date subject to continued employment through such date.

During the three months ended March 31, 2018, certain PRSUs vested and achieved performance in excess of the target level, resulting in the issuance of an additional 39,871 shares of common stock. Such awards are reflected as an increase in the number of awards granted and vested in the table below.

The following table summarizes the status of non-vested time-vesting RSUs (including RSAs) and PRSUs as of March 31, 2018 and changes during the three months ended March 31, 2018:

	Time-Vesting Awards		PRSUs		Total Share-Based Awards	
	Number	Weighted Average Grant Date Fair Value (Actual \$)	Number	Weighted Average Grant Date Fair Value (Actual \$)	Number	Weighted Average Grant Date Fair Value (Actual \$)
Balance, December 31, 2017	2,695,902	\$ 21.51	408,102	\$ 22.25	3,104,004	\$ 20.79
Granted	318,121	21.91	620,778	22.11	938,899	22.05
Vested	(946,834)	(21.14)	(111,062)	(23.28)	(1,057,896)	(21.36)
Forfeited	(99,719)	(22.97)	(9,813)	(22.15)	(109,532)	(22.90)
Balance, March 31, 2018	<u>1,967,470</u>	<u>\$ 21.68</u>	<u>908,005</u>	<u>\$ 22.03</u>	<u>2,875,475</u>	<u>\$ 21.79</u>

(1) All vested RSUs, RSAs and PRSUs are included in basic EPS for the period during which they are outstanding.

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During the three months ended March 31, 2018, 946,834 time-vesting RSUs and 111,062 PRSUs with an estimated fair value of \$23,669 fully vested. As of March 31, 2018, there were 908,005 PRSUs outstanding. The grant-date fair value of the RSAs, time-vesting RSUs, and PRSUs with performance condition vesting criteria is generally based on the closing price of our common stock on the grant date. However, for the awards granted in connection with the IPO, the grant-date fair value is the opening offering price per common share, and the grant-date fair values for PRSUs with market condition vesting criteria are based on Monte-Carlo option pricing models. The following table summarizes the significant inputs utilized in these models at the grant date for awards issued during the three months ended March 31, 2018:

	<b>March 1, 2018</b>
Expected volatility <sup>(1)</sup>	14.5%-17.3%
Risk-free rate	2.38%
Expected holding period (years)	2.71-2.84

(1) Expected volatility is estimated based on the historical volatility of realized returns of the Company and the applicable index.

*Summary of Total Share-Based Compensation Expense*

During the three months ended March 31, 2018 and 2017, we recognized \$9,498, and \$44,244 respectively, of share-based compensation expense, comprised of the following:

	<b>Share-Based Compensation Expense for the Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
General and administrative	\$ 7,554	\$ 40,271
Property management expense	1,944	3,973
<b>Total</b>	<b>\$ 9,498</b>	<b>\$ 44,244</b>

As of March 31, 2018, there is \$42,407 of unrecognized share-based compensation expense related to non-vested RSUs which is expected to be recognized over a weighted average period of 2.02 years.

**Note 11—Fair Value Measurements**

The carrying amounts of restricted cash, certain components of other assets, accounts payable and accrued expenses, resident security deposits, and other liabilities approximate fair value due to the short maturity of these amounts. Our interest rate swap agreements are the only financial instruments recorded at fair value on a recurring basis within our condensed consolidated financial statements. The fair values of our interest rate caps and swaps, which are classified as Level 2 in the fair value hierarchy, are estimated using market values of instruments with similar attributes and maturities. See Note 7 for the details of the balance sheet classification and the fair values for the interest rate caps and swaps.



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The following table displays the carrying values and fair values of financial instruments as of March 31, 2018 and December 31, 2017:

		March 31, 2018		December 31, 2017	
		Carrying Value	Fair Value	Carrying Value	Fair Value
<b>Assets carried at historical cost on the condensed consolidated balance sheets:</b>					
Investments in debt securities <sup>(1)</sup>	Level 2	\$ 424,351	\$ 422,162	\$ 378,545	\$ 379,500
<b>Liabilities carried at historical cost on the condensed consolidated balance sheets:</b>					
Mortgage loans <sup>(2)</sup>	Level 2	\$ 7,651,625	\$ 7,612,163	\$ 7,608,228	\$ 7,627,423
Term loan facility <sup>(3)</sup>	Level 3	1,500,000	1,495,193	1,500,000	1,494,494
Revolving facility	Level 3	15,000	15,006	35,000	35,007
Convertible senior notes <sup>(4)</sup>	Level 3	550,695	534,101	548,536	557,179

(1) The carrying values of debt securities are shown net of discounts.

(2) The carrying values of the mortgage loans are shown net of discount and exclude \$37,165 and \$28,075 of deferred financing costs as of March 31, 2018 and December 31, 2017, respectively.

(3) The carrying value of the Term Loan Facility excludes \$11,305 and \$12,027 of deferred financing costs as of March 31, 2018 and December 31, 2017, respectively.

(4) The carrying values of the Convertible Senior Notes include unamortized discounts of \$24,298 and \$26,464 as of March 31, 2018 and December 31, 2017, respectively.

The fair values of our investment in debt securities and mortgage loans, which are classified as Level 2 in the fair value hierarchy, are estimated based on market bid prices of comparable instruments at the end of the period. The fair values of our Term Loan Facility and Revolving Facility, which are classified as Level 3 in the fair value hierarchy, are estimated using a discounted cash flow methodology based on market interest rate data and other market factors available at the end of the period. Fair value of convertible notes are estimated by discounting contractual cash flows at the interest rate we estimate the notes would bear if sold in the current market.

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Our assets measured at fair value on a nonrecurring basis are those assets for which we have recorded impairments. The assets for which we have recorded impairments, measured at fair value on a nonrecurring basis, are summarized below:

	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Investments in single-family residential properties, net held for use (Level 3):</b>		
Pre-impairment amount	\$ —	\$ 496
Total impairments	—	(267)
Fair value	\$ —	\$ 229
	<b>Three Months Ended March 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>Investments in single-family residential properties, net held for sale (Level 3):</b>		
Pre-impairment amount	\$ 3,225	\$ 7,242
Total impairments	(603)	(770)
Fair value	\$ 2,622	\$ 6,472

For additional information related to our single-family residential properties as of the three months ended March 31, 2018 and 2017, refer to Note 3.

**Note 12—Earnings per Share**

We compute EPS only for the period after February 1, 2017, the date on which our common stock began trading on the New York Stock Exchange. Basic EPS is computed by dividing the net loss available to common shareholders for the period during which common stock was outstanding by the weighted average number of shares outstanding during such period, adjusted for non-vested shares of RSUs and RSAs. Diluted EPS is similar to computing basic EPS, except that the denominator is increased to include the dilutive effects of non-vested RSUs and RSAs, except when doing so would be anti-dilutive.

All outstanding non-vested RSUs and RSAs that have nonforfeitable rights to dividends or dividend equivalents that participate in undistributed earnings with common stock are considered participating securities and are included in the computation of EPS pursuant to the two-class method. The two-class method is an earnings allocation formula that determines EPS for each class of common stock and participating securities according to dividends or dividend equivalents and participation rights in undistributed earnings in periods when we have net income. Certain of our non-vested RSUs and RSAs, as identified in Note 10, are considered participating securities, as are our redeemable INVH LP units.

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Basic and diluted EPS are calculated as follows:

(in thousands, except share and per share data)	For the Three Months Ended March 31, 2018	February 1, 2017 through March 31, 2017
<b>Numerator:</b>		
Net loss	\$ (17,580)	\$ (42,391)
Net loss for the period January 1, 2017 through January 31, 2017	—	16,879
Net loss attributable to non-controlling interests	311	—
Net loss attributable to common shareholders	(17,269)	(25,512)
Less net loss available to participating securities	(222)	—
Net loss available to common shareholders — basic and diluted	<u>\$ (17,491)</u>	<u>\$ (25,512)</u>
<b>Denominator:</b>		
Weighted average common shares outstanding — basic and diluted	<u>519,660,998</u>	<u>311,651,082</u>
Net loss per common share — basic and diluted	<u>\$ (0.03)</u>	<u>\$ (0.08)</u>

For the three months ended March 31, 2018 and the period from February 1, 2017 through March 31, 2017, incremental shares attributed to non-vested RSUs and RSAs of 1,335,768 and 297,176, respectively, are excluded from the computation of diluted EPS because we had a net loss for the period. For the three months ended March 31, 2018, the redeemable INVH LP units have been excluded from the computation of EPS because all income (loss) attributable to the INVH LP units has been recorded as non-controlling interest and thus excluded from net loss available to common shareholders. For the three months ended March 31, 2018, the potential shares of common stock contingently issuable upon the conversion of the Convertible Senior Notes are also excluded from the computation of diluted EPS as we have the intent and ability to settle the obligations in cash.

**Note 13—Income Tax**

We account for income taxes under the asset and liability method. For the taxable REIT subsidiaries (“TRSs”), deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using the enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. We provide a valuation allowance, from time to time, for deferred tax assets for which we do not consider realization of such assets to be more likely than not.

As of March 31, 2018 and December 31, 2017, we have no deferred tax assets and liabilities or unrecognized tax benefits recorded. We do not anticipate a significant change in unrecognized tax benefits within the next 12 months.

During the three months ended March 31, 2018 and 2017, we sold assets that were either subject to Section 337(d) of the Code (see additional discussion in Note 2) or were held by TRSs. These transactions resulted in \$394 and \$1,134 of current income tax expense for the three months ended March 31, 2018 and 2017, respectively, which has been recorded in gain on sale of property, net of tax in the condensed consolidated statements of operations.

**Note 14—Commitments and Contingencies**

**Insurance Policies**

Pursuant to the terms of our Credit Facility and the mortgage loan agreements (see Note 6), laws and regulations of the jurisdictions in which our properties are located, and general business practices, we are required to procure insurance on our properties. For the three months ended March 31, 2018 and 2017, no material uninsured losses have been incurred with respect to our properties except as described below.

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*Hurricane-Related Charges*

During the third quarter of 2017, hurricanes Harvey and Irma damaged certain of our properties in Texas and the Southeast United States. As of March 31, 2018, we have recorded \$8,128 of receivables for the portion of the damages we believe will be recoverable through our property and casualty insurance policies which provide coverage for wind and flood damage, as well as business interruption costs during the period of remediation and repairs, subject to specified deductibles and limits. Additionally, as of March 31, 2018, the accounts payable and accrued expenses balance on our condensed consolidated balance sheet includes an estimated \$3,588 of unrepaired damages caused by the hurricanes.

*Purchase Commitments*

As of March 31, 2018, we had executed multiple agreements to purchase a total of 326 properties for an aggregate purchase price of \$81,814. Subsequent to March 31, 2018, we amended certain of these purchase agreements and canceled the purchase of a total of 196 properties with an aggregate purchase price of \$45,442.

*Legal Matters*

We are subject to various legal proceedings and claims that arise in the ordinary course of our business. We accrue a liability when we believe that it is both probable that a liability has been incurred and that we can reasonably estimate the amount of the loss. We do not believe that the final outcome of these proceeding or matters will have a material adverse effect on our condensed consolidated financial statements.

*Other Matters*

*SEC Investigation "In the Matter of Certain Single Family Rental Securitizations"*

Radian Group Inc. ("Radian"), the indirect parent company of Green River Capital LLC ("GRC"), which is a service provider that provides certain broker price opinions ("BPO") to the Company, disclosed in its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017 that GRC had received a letter in March 2017 from the staff of the SEC stating that it is conducting an investigation captioned "In the Matter of Certain Single Family Rental Securitizations" and requesting information from market participants. Radian disclosed that the letter asked GRC to provide information regarding BPOs that GRC provided on properties included in single family rental securitization transactions.

In September 2017, we received a letter from the staff of the SEC stating that it is conducting an investigation captioned "In the Matter of Certain Single Family Rental Securitizations." The letter enclosed a subpoena that requests the production of certain documents and communications related to our Securitizations, including, without limitation, those related to BPOs provided on our properties included in our Securitizations. The SEC letter indicates that its investigation is a fact-finding inquiry and does not mean that the SEC has a negative opinion of any person or security. We are cooperating with the SEC and have provided information requested in the subpoena. We understand that other transaction parties in securitizations have received requests in this matter. As the SEC's investigation is ongoing, we cannot currently predict the timing, outcome or scope of such investigation.

*Severance and Retention*

In June 2017, our board of directors, upon recommendation of our Compensation Committee, approved and adopted our Invitation Homes Inc. Executive Severance Plan, as amended (the "Executive Severance Plan"); and, in September 2017, adopted severance guidelines for those not covered by the Executive Severance Plan (the "Severance Guidelines" and, together with the Executive Severance Plan, the "Severance Plans"). The Severance Plans provide all qualified employees specified benefits following such person's qualifying termination of employment.

**Note 15—Business Combinations**

On November 16, 2017, we completed the Mergers with SWH. We believe that the Mergers provide a number of significant potential strategic benefits and opportunities that will be in the best interests of our stockholders. More

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specifically, we believe that the Mergers created a diversified and high-quality portfolio of homes in high-growth markets. Potential benefits from economies of scale and the market overlap of INVH's and SWH's complementary portfolios may be derived from optimization of operations, reduction of operating costs, and other anticipated synergies.

The Mergers were accounted for as a business combination in accordance with ASC Topic 805, *Business Combinations*. INVH was designated as the accounting acquirer. The assets (including identifiable intangible assets) and liabilities (including executory contracts and other commitments) of SWH were recorded at their respective fair values at the Merger Date. The estimated fair value of the consideration transferred was \$4,920,534, which was based upon (i) the observable public closing share price of \$23.01 on November 15, 2017 for the 207,448,958 shares of INVH common stock issued to SWH stockholders in exchange for their SWH common shares, (ii) the equity component of the Convertible Senior Notes, which was valued at \$135,520, and (iii) the recognition of \$11,614 of precombination service related to the exchange of SWH RSUs for INVH RSUs. Subsequent to the Merger Date, our condensed consolidated financial statements reflect these fair value adjustments and include the combined results of operations. Because INVH was designated as the accounting acquirer, our historical financial statements for periods prior to November 16, 2017 represent only the historical financial information of INVH and its consolidated subsidiaries.

*Purchase Price Allocation*

The total purchase price has been allocated based upon (1) the amounts reported in the SWH historical financial statements for any assets that were reported at fair value in accordance with SWH's historical accounting policies or (2) management's estimates of fair value.

Management's preliminary estimates of fair value for SWH's investments in real estate properties were based upon a progressive method that incorporated three value sources: automated valuation model data, BPOs and internal desktop valuations (Level 3 measurements).

The fair value of our investment in the unconsolidated joint venture represents the estimated fair value of our equity interest in the joint venture with FNMA. We determined the fair value based on the estimated fair value of the underlying investments in single-family residential properties after giving consideration to the terms and conditions of the related joint venture agreement (Level 3 measurement).

The fair value of other assets includes the estimated fair value of in-place leases in the amount of \$45,740, which was estimated based on lost rent and avoidable costs over an assumed vacancy period (Level 3 measurements). Also included in other assets is the estimated fair value of interest rate swap agreements in the aggregate amount of \$21,135.

The fair value of SWH's debt was determined by comparison of contractual terms of SWH's existing debt obligations to the current market rates on a risk-adjusted basis as of the Merger Date. The associated future debt cash flows were then discounted back to present value to arrive at an estimated fair value of SWH's debt (Level 3 measurements).

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The allocation of the total purchase price to SWH's tangible and intangible assets and liabilities under this methodology is as follows:

<b>Consideration transferred</b>	\$ 4,920,534
<b>Assets acquired:</b>	
Land	1,920,400
Buildings and improvements	6,487,505
Cash and cash equivalents	84,952
Restricted cash	118,556
Other assets	389,449
<b>Liabilities assumed:</b>	
Mortgage loans, net	(3,433,506)
Convertible senior notes, net	(547,437)
Accounts payable and accrued expenses	(112,505)
Resident security deposits	(56,895)
Other liabilities	(36,311)
Non-controlling interests	(151,881)
<b>Net assets acquired</b>	4,662,327
<b>Goodwill</b>	\$ 258,207

These allocations are management's estimates of fair value, which are preliminary as of March 31, 2018 and are subject to change. The goodwill recorded is primarily attributable to the value of the synergies expected to arise after the Mergers.

*Merger and Transaction-Related Expenses*

We incurred \$4,367 of merger and transaction-related expenses related to the Mergers during the three months ended March 31, 2018, included in general and administrative expenses in the condensed consolidated statement of operations. Merger and transaction-related expenses are expensed as incurred and are comprised primarily of transaction fees and direct acquisition costs, including legal, finance, consulting, professional fees, and other third-party costs. The costs that were obligations of SWH and expensed by SWH prior to the Merger Date are not included in our condensed consolidated financial statements.

In addition, and in connection with the Mergers and the resulting integration, we have incurred severance costs for terminated and transitional employees, and such costs are accrued over the related remaining service periods. More specifically, in August 2017, we entered into agreements with several of our executives, which provide the executives, as applicable, with benefits upon the consummation of the Mergers and/or where the executive experiences a qualifying termination within a specified period of time following such consummation. After the consummation of the Mergers, if a participant under either a Severance Plan or an executive agreement experiences a qualifying termination, such person will be entitled to specified benefits. For the three months ended March 31, 2018, we accrued a total of \$2,659 of employee severance pursuant to the Severance Plans and the executive agreements, and these costs are included in general and administrative expenses in the condensed consolidated statement of operations.

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*Pro Forma Information*

The following table provides the pro forma consolidated operational data as if the Mergers had occurred on January 1, 2017 (unaudited):

	<b>Three Months Ended March 31, 2017</b>
Total revenue	\$ 387,722
Net loss	(188,400)

Pro forma net loss includes transaction costs related to the Mergers of \$54,340.

The pro forma consolidated operational data is based on assumptions and estimates considered appropriate by our management; however, these pro forma results are not necessarily indicative of the results of operations that would have been obtained had the Mergers occurred at the beginning of the period presented, nor do they purport to represent the consolidated results of operations for future periods. The pro forma consolidated operational data does not include the impact of any synergies that may be achieved from the Mergers or any strategies that management may consider in order to continue to efficiently manage operations.

**Note 16—Subsequent Events**

In connection with the preparation of the accompanying condensed consolidated financial statements, we have evaluated events and transactions occurring after March 31, 2018, for potential recognition or disclosure.

*IH 2018-2 Securitization*

On May 8, 2018, we completed a securitization transaction pursuant to which we entered into a loan agreement with a third-party lender, providing for a new mortgage loan comprised of six components with a total principal balance of \$1,057,225 (“IH 2018-2”). IH 2018-2 has a stated maturity of June 9, 2020, with five one-year extension options, and is secured by first priority mortgages on a portfolio of homes. Each of the six components of IH 2018-2 bears interest at a floating rate equal to LIBOR plus an applicable spread (inclusive of servicing fees) that ranges from 95 to 230 bps, with a weighted average spread to LIBOR (inclusive of servicing fees) of 138 bps. IH 2018-2 was subsequently transferred to a trust in exchange for pass-through certificates issued by the trust. In connection with IH 2018-2, we purchased and will retain 5% of each class of certificates for risk-retention purposes, totaling \$52,865.

We used proceeds from IH 2018-2 to repay the outstanding balances under IH 2015-1 and IH 2015-2, to fund certain reserves, and for general corporate purposes.

*Extensions of Existing Mortgage Loans*

On April 9, 2018, we submitted a notification to request an extension of the maturity of the CAH 2015-1 and CSH 2016-1 mortgage loans from July 9, 2018 to July 9, 2019 upon approval.

On May 9, 2018, we submitted a notification to request an extension of the maturity of the IH 2015-3 mortgage loan from August 9, 2018 to August 9, 2019 upon approval.

*Dividend Declaration*

On May 3, 2018, our board of directors declared a dividend of \$0.11 per share to stockholders of record on May 15, 2018, which is payable on May 31, 2018.

**INVITATION HOMES INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(dollar amounts in thousands)  
(unaudited)

*Interest Rate Swap Agreements*

On April 19, 2018, we entered into four interest rate swap agreements that effectively convert \$1,600,000 of existing floating rate debt to fixed rate debt. On May 8, 2018, we entered into two additional interest rate swap agreements that effectively convert \$920,000 of existing floating rate debt to fixed rate debt. The table below summarizes the terms and conditions of these interest rate swap agreements:

<b>Agreement Date</b>	<b>Forward Effective Date</b>	<b>Maturity Date</b>	<b>Strike Rate</b>	<b>Index</b>	<b>Notional Amount</b>
April 19, 2018	January 31, 2019	January 31, 2025	2.86%	One-month LIBOR	\$ 400,000
April 19, 2018	March 15, 2019	November 30, 2024	2.85%	One-month LIBOR	400,000
April 19, 2018	March 15, 2019	February 28, 2025	2.86%	One-month LIBOR	400,000
April 19, 2018	January 31, 2020	November 30, 2024	2.90%	One-month LIBOR	400,000
May 8, 2018	March 9, 2020	June 9, 2025	2.99%	One-month LIBOR	325,000
May 8, 2018	June 9, 2020	June 9, 2025	2.99%	One-month LIBOR	595,000



## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the information appearing elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K. This discussion and analysis contains forward-looking statements based upon our current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under Part I. Item 1A. "Risk Factors," in our Annual Report on Form 10-K.*

*Unless otherwise indicated or the context otherwise requires, information presented throughout this discussion and analysis of our financial condition and results of operations as of and for the three months ended March 31, 2018 includes the impact of the Mergers. The discussion of operational information for our total and Same Store portfolio, including average occupancy, average rent and net effective rental rate growth, is provided with respect to our total portfolio.*

*Capitalized terms used without definition have the meaning provided elsewhere in this Quarterly Report on Form 10-Q.*

### Overview

Invitation Homes is a leading owner and operator of single-family homes for lease, offering residents high-quality homes in sought-after neighborhoods across America. With over 82,000 homes for lease in 17 markets across the country as of March 31, 2018, Invitation Homes is meeting changing lifestyle demands by providing residents access to updated homes with features they value, such as close proximity to jobs and access to good schools. Our mission statement, "Together with you, we make a house a home," reflects our commitment to high-touch service that continuously enhances residents' living experiences and provides homes where individuals and families can thrive.

We operate in markets with strong demand drivers, high barriers to entry and high rent growth potential, primarily in the Western United States, Florida and the Southeast United States. Through disciplined market and asset selection, we designed our portfolio to capture the operating benefits of local density as well as economies of scale that we believe cannot be readily replicated. Since our founding in 2012, we have built a proven, vertically integrated operating platform that allows us to effectively and efficiently acquire, renovate, lease, maintain, and manage our homes.

We invest in markets that we expect will exhibit lower new supply, stronger job and household formation growth and superior net operating income ("NOI") growth relative to the broader United States housing and rental market. Within our 17 markets, we target attractive neighborhoods in in-fill locations with multiple demand drivers, such as proximity to major employment centers, desirable schools, and transportation corridors. Our homes average approximately 1,850 square feet with three bedrooms and two bathrooms, appealing to a resident base that we believe is less transitory than the typical multifamily resident. We invest in the upfront renovation of homes in our portfolio in order to address capital needs, reduce ongoing maintenance costs, and drive resident demand. As a result, our portfolio benefits from high occupancy and low turnover rates, and we are well positioned to drive strong rent growth, attractive margins, and predictable cash flows.

### Reorganization and Initial Public Offering

On January 31, 2017, we and our Pre-IPO Owners effected the Pre-IPO Transactions that resulted in INVH LP holding, directly or indirectly, all of the assets, liabilities, and results of operations reflected in our condensed consolidated financial statements, including the full portfolio of homes held by the IH Holding Entities. As a result of the Pre-IPO Transactions, INVH LP became a consolidated subsidiary of INVH. A wholly-owned subsidiary of INVH, Invitation Homes OP GP LLC, serves as INVH LP's sole general partner.

The Pre-IPO Transactions have been accounted for as a reorganization of entities under common control utilizing historical cost basis in our 2017 financial statements. Accordingly, after January 31, 2017, our consolidated financial statements include the accounts of INVH and its wholly-owned subsidiaries. Prior to that date, our consolidated financial statements include the combined accounts of INVH LP and the IH Holding Entities and their wholly-owned subsidiaries.

On February 6, 2017, Invitation Homes Inc. completed an initial public offering of 88,550,000 shares of common stock at a price to the public of \$20.00 per share (the "IPO"). An additional 221,826,634 shares of common stock were issued to the Pre-IPO Owners, including stock held by directors, officers, and employees as part of the Pre-IPO Transactions.

**Merger with Starwood Waypoint Homes**

On November 16, 2017, we completed the Mergers with SWH. We believe that the Mergers provide a number of significant potential strategic benefits and opportunities that will be in the best interests of our stockholders. More specifically, we believe that the Mergers created a diversified and high-quality portfolio of homes in high-growth markets. Potential benefits from economies of scale and the market overlap of INVH's and SWH's complementary portfolios may be derived from optimization of operations, reduction of operating costs, and other anticipated synergies.

## Our Portfolio

The following table provides summary information regarding our total and Same Store portfolio as of and for the three months ended March 31, 2018 as noted below:

<b>Market</b>	<b>Number of Homes<sup>(1)</sup></b>	<b>Average Occupancy<sup>(2)</sup></b>	<b>Average Monthly Rent<sup>(3)</sup></b>	<b>Average Monthly Rent PSF<sup>(3)</sup></b>	<b>% of Revenue<sup>(4)</sup></b>
<b>Western United States</b>					
Southern California	8,361	95.1%	\$2,229	\$1.32	13.0%
Northern California	4,592	96.1%	1,900	1.24	6.6%
Seattle	3,294	94.7%	2,029	1.07	5.1%
Phoenix	7,435	96.4%	1,241	0.76	6.8%
Las Vegas	2,709	96.5%	1,490	0.75	3.0%
Denver	2,190	94.6%	1,856	1.04	3.0%
Western United States Subtotal	28,581	95.6%	1,795	1.05	37.5%
<b>Florida</b>					
South Florida	9,314	93.5%	2,087	1.13	13.5%
Tampa	8,655	93.9%	1,580	0.86	9.7%
Orlando	5,856	95.8%	1,536	0.83	6.5%
Jacksonville	1,941	95.6%	1,593	0.80	2.2%
Florida Subtotal	25,766	94.3%	1,753	0.95	31.9%
<b>Southeast United States</b>					
Atlanta	12,405	95.0%	1,420	0.69	12.5%
Carolinas	4,958	91.6%	1,495	0.71	5.0%
Nashville	782	81.4%	1,839	0.85	0.9%
Southeast United States Subtotal	18,145	93.5%	1,456	0.70	18.4%
<b>Texas</b>					
Houston	2,572	90.6%	1,529	0.78	2.6%
Dallas	2,266	93.5%	1,697	0.81	2.7%
Texas Subtotal	4,838	91.9%	1,609	0.80	5.3%
<b>Midwest United States</b>					
Chicago	4,005	94.0%	1,930	1.18	5.3%
Minneapolis	1,174	95.7%	1,798	0.91	1.6%
Midwest United States Subtotal	5,179	94.4%	1,900	1.11	6.9%
<b>Total/Average</b>	<b>82,509</b>	<b>94.5%</b>	<b>\$1,704</b>	<b>\$0.92</b>	<b>100.0%</b>
<b>Same Store Total / Average</b>	<b>72,109</b>	<b>95.7%</b>	<b>\$1,706</b>	<b>\$0.92</b>	<b>88.6%</b>

(1) As of March 31, 2018.

(2) Represents average occupancy for the three months ended March 31, 2018.

(3) Represents average monthly rent for the three months ended March 31, 2018.

(4) Represents the percentage of total revenue generated in each market for the three months ended March 31, 2018.

## Factors That Affect Our Results of Operations and Financial Condition

Our results of operations and financial condition are affected by numerous factors, many of which are beyond our control. See Part I. Item 1A. “Risk Factors” in our Annual Report on Form 10-K for more information regarding factors that could materially adversely affect our results of operations and financial condition. Key factors that impact our results of operations and financial condition include market fundamentals, rental rates and occupancy levels, turnover rates and days to re-resident homes, property improvements and maintenance, property acquisitions and renovations, and financing arrangements.

**Market Fundamentals:** Our results are impacted by housing market fundamentals and supply and demand conditions in our markets, particularly in the Western United States and Florida, which represented 69.4% of our revenues during the three months ended March 31, 2018. In recent periods, our Western United States and Florida markets have experienced favorable demand fundamentals with employment growth and household formation rates and favorable supply fundamentals such as the rate of new supply delivery. We believe these supply and demand fundamentals have driven favorable rental rate growth and home price appreciation for our Western United States and Florida markets in recent periods, and we expect these trends to continue in the near to intermediate term.

**Rental Rates and Occupancy Levels:** Rental rates and occupancy levels are primary drivers of rental revenues and other property income. Our rental rates and occupancy levels are affected by macroeconomic factors and local and property-level factors, including market conditions, seasonality, resident defaults, and the amount of time it takes to prepare a home for its next resident and re-lease homes when residents vacate. An important driver of rental rate growth is our ability to increase monthly rents from expiring leases, which typically have a term of one to two years.

**Turnover Rates and Days to Re-Resident:** Other drivers of rental revenues and property operating and maintenance expense include increasing the length of stay of our residents, minimizing resident turnover rates, and reducing the number of days a home is unoccupied between residents. Our operating results are also impacted by the amount of time it takes to market and lease a property. The period of time to market and lease a property can vary greatly and is impacted by local demand, our marketing techniques, the size of our available inventory, economic conditions, and economic outlook. Increases in turnover rates and the average number of days to re-resident increase property operating and maintenance expenses and reduce rental revenues as the homes are not generating income during this period.

**Property Improvements and Maintenance:** Property improvements and maintenance impact capital expenditures, property operating and maintenance expense, and rental revenues. We actively manage our homes on a total portfolio basis to determine what capital and maintenance needs may be required, and what opportunities we may have to generate additional revenues or expense savings from such expenditures. Due to our size and scale both nationally and locally, we believe we are able to purchase goods and services at favorable prices.

**Property Acquisitions and Renovations:** Future growth in rental revenues and operating income may be impacted by our ability to identify and acquire homes, our pace of property acquisitions, and the time and cost required to renovate and lease a newly acquired home. Our ability to identify and acquire single-family homes that meet our investment criteria is impacted by home prices in targeted acquisition locations, the inventory of homes available for sale through our acquisition channels, and competition for our target assets. The acquisition of homes involves expenditures in addition to payment of the purchase price, including payments for acquisition fees, property inspections, closing costs, title insurance, transfer taxes, recording fees, broker commissions, property taxes and HOA fees (when applicable). Additionally, we typically incur costs to renovate a home to prepare it for rental. The scope of renovation work varies, but may include paint, flooring, carpeting, cabinetry, appliances, plumbing hardware, roof replacement, HVAC replacement, and other items required to prepare the home for rental. The time and cost involved in accessing our homes and preparing them for rental can significantly impact our financial performance. The time to renovate a newly acquired property can vary significantly among homes for several reasons, including the property’s acquisition channel, the condition of the property, and whether the property was vacant when acquired. Due to our size and scale both nationally and locally, we believe we are able to purchase goods and services at favorable prices.

**Financing Arrangements:** Financing arrangements directly impact our interest expense, mortgage loans, term loan facility, revolving facility, and convertible debt, as well as our ability to acquire and renovate homes. We have historically utilized indebtedness to fund the acquisition and renovation of new homes. Our current financing arrangements contain financial covenants, and certain financing arrangements contain variable interest rate terms. Interest rates are impacted by

market conditions, and the terms of the underlying financing arrangements. See Part I. Item 3. “Quantitative and Qualitative Disclosures about Market Risk” for further discussion regarding interest rate risk. Our future financing arrangements may not have similar terms with respect to amounts, interest rates, financial covenants, and durations.

## **Recent Events**

### ***IH 2018-1 Securitization***

On February 8, 2018, we completed a securitization transaction pursuant to which we entered into a loan agreement with a third-party lender, providing for a new mortgage loan comprised of six components with a total principal balance of \$916.6 million (“IH 2018-1”). IH 2018-1 has a stated maturity of March 9, 2020, with five one-year extension options, and is secured by first priority mortgages on a portfolio of homes. Each of the six components of IH 2018-1 bears interest at a floating rate equal to the London Interbank Offered Rate (“LIBOR”) plus an applicable spread that ranges from 76 to 256 bps, with a weighted average spread to LIBOR of 124 bps. We used proceeds from IH 2018-1 to repay the outstanding balances under CAH 2014-1 and CAH 2014-2, to fund certain reserves, and for general corporate purposes.

### ***IH 2018-2 Securitization***

On May 8, 2018, we completed a securitization transaction pursuant to which we entered into a loan agreement with a third-party lender, providing for a new mortgage loan comprised of six components with a total principal balance of \$1,057.2 million (“IH 2018-2”). IH 2018-2 has a stated maturity of June 9, 2020, with five one-year extension options, and is secured by first priority mortgages on a portfolio of homes. Each of the six components of IH 2018-2 bears interest at a floating rate equal to LIBOR plus an applicable spread (inclusive of servicing fees) that ranges from 95 to 230 bps, with a weighted average spread to LIBOR (inclusive of servicing fees) of 138 bps. We used proceeds from IH 2018-2 to repay the outstanding balances under IH 2015-1 and IH 2015-2, to fund certain reserves, and for general corporate purposes.

### ***Interest Rate Swap Agreements***

On April 19, 2018, we entered into four interest rate swap agreements that effectively convert \$1,600.0 million of existing floating rate debt to fixed rate debt. On May 8, 2018, we entered into two additional interest rate swap agreements that effectively convert \$920.0 million of existing floating rate debt to fixed rate debt.

## **Components of Revenues and Expenses**

The following is a description of the components of our revenues and expenses.

### ***Revenues***

#### ***Rental Revenues***

Rental revenues, net of any concessions and uncollectible amounts, consist of rents collected under lease agreements related to our single-family homes for lease. These include leases that we enter into directly with our residents, which typically have a term of one to two years.

#### ***Other Property Income***

Other property income is comprised of: (i) resident reimbursements for utilities, HOA fines, and other charge-backs; (ii) rent and non-refundable deposits associated with pets; and (iii) various other fees, including application and lease termination fees.

### ***Expenses***

#### ***Property Operating and Maintenance***

Once a property is available for its initial lease, which we refer to as “rent-ready,” we incur ongoing property-related expenses, which consist primarily of property taxes, insurance, HOA fees (when applicable), market-level personnel

expenses, utility expenses, repairs and maintenance, leasing costs, and marketing expenses. Prior to a property being “rent-ready,” certain of these expenses are capitalized as building and improvements. Once a property is “rent-ready,” expenditures for ordinary maintenance and repairs thereafter are expensed as incurred and we capitalize expenditures that improve or extend the life of a home.

#### *Property Management Expense*

Property management expense represents personnel and other costs associated with the oversight and management of our portfolio of homes. All of our homes are managed through our internal property manager.

#### *General and Administrative*

General and administrative expense represents personnel costs, professional fees, and other costs associated with our day to day activities. General and administrative expense also includes IPO-related, merger, and transaction-related costs that are of a non-recurring nature.

#### *Share-Based Compensation Expense*

Certain current and former employees, as well as certain of our founders, were granted Class B incentive units in certain of the IH Holding Entities or their parent entities. In connection with the IPO, all of the Class B units were converted into shares of common stock, canceled, or converted into similar units of newly formed subsidiaries of the Pre-IPO Owners. We have recognized incentive compensation expense related to the value of those units in our results of operations. In connection with and subsequent to the IPO, we modified certain of our incentive awards and issued new awards in order to align our employees’ interests with those of our investors. Share-based compensation expense is a meaningful component of compensation for our executives and other leaders in our organization. We also assumed similar awards in connection with the Mergers. All incentive unit and share-based compensation expense is recognized in our statements of operations as components of general and administrative expense and property management expense.

#### *Depreciation and Amortization*

We recognize depreciation and amortization expense associated primarily with our homes and other capital expenditures over their expected useful lives.

#### *Impairment and Other*

Impairment and other represents provisions for impairment when the carrying amount of our single-family residential properties is not recoverable and casualty losses, net of any insurance recoveries.

#### *Interest Expense*

Interest expense includes interest payable on our debt instruments, payments and receipts related to our interest rate swap agreements, and related amortization of discounts and deferred financing costs, unrealized gains (losses) on non-designated hedging instruments, and noncash interest expense related to our interest rate swap agreements.

#### *Other, net*

Other, net includes interest income, third-party management fee income, equity in earnings from an unconsolidated joint venture acquired in the Mergers, and other miscellaneous income and expenses.

#### *Gain (Loss) on Sale of Property, net of tax*

Gain (loss) on sale of property, net of tax consists of net gains and losses resulting from sales of our homes.

## Results of Operations

### Three Months Ended March 31, 2018 Compared to Three Months Ended March 31, 2017

The following table sets forth a comparison of the results of operations for the three months ended March 31, 2018 and 2017:

(\$ in thousands)	Three Months Ended March 31,		\$ Change	% Change
	2018	2017		
<b>Revenues:</b>				
Rental revenues	\$ 395,792	\$ 226,096	\$ 169,696	75.1 %
Other property income	27,877	12,654	15,223	120.3 %
<b>Total revenues</b>	<b>423,669</b>	<b>238,750</b>	<b>184,919</b>	<b>77.5 %</b>
<b>Operating expenses:</b>				
Property operating and maintenance	160,767	88,168	72,599	82.3 %
Property management expense	17,164	11,449	5,715	49.9 %
General and administrative	27,636	58,266	(30,630)	(52.6)%
Depreciation and amortization	144,500	67,577	76,923	113.8 %
Impairment and other	6,121	1,204	4,917	408.4 %
<b>Total operating expenses</b>	<b>356,188</b>	<b>226,664</b>	<b>129,524</b>	<b>57.1 %</b>
<b>Operating income</b>	<b>67,481</b>	<b>12,086</b>	<b>55,395</b>	<b>458.3 %</b>
<b>Other expenses:</b>				
Interest expense	(92,299)	(68,572)	23,727	34.6 %
Other, net	1,736	(226)	(1,962)	N/M
<b>Total other expenses</b>	<b>(90,563)</b>	<b>(68,798)</b>	<b>21,765</b>	<b>31.6 %</b>
<b>Loss from continuing operations</b>	<b>\$ (23,082)</b>	<b>\$ (56,712)</b>	<b>\$ 33,630</b>	<b>59.3 %</b>

### Portfolio Information

As of March 31, 2018 and 2017, we owned 82,509 and 47,918 single-family rental homes, respectively, in our total portfolio. As a result of the Mergers, an additional 34,670 homes were added to our portfolio in the fourth quarter of 2017. During the three months ended March 31, 2018 and 2017, we acquired 190 and 121 homes, respectively, and sold 251 and 501 homes, respectively.

We believe presenting information about the portion of our total portfolio that has been fully operational for the entirety of a given reporting period and its prior year comparison period provides investors with meaningful information about the performance of our comparable homes across periods, and about trends in our organic business. To do so, we provide information regarding the performance of our Same Store portfolio.

As of March 31, 2018, our Same Store portfolio consisted of 72,109 single-family rental homes. In order to provide meaningful comparative information across periods that, in some cases, pre-date the Mergers, all information regarding the performance of the Same Store portfolio is presented as though the Mergers were consummated on January 1, 2017 (i.e., as though the single-family rental homes owned by Legacy SWH prior to the Mergers that are included in our Same Store portfolio had been owned by Legacy IH for the entirety of all comparison periods for which Same Store portfolio information is presented).

### *Rental Revenues*

For the three months ended March 31, 2018 and 2017, total portfolio rental revenue totaled \$395.8 million and \$226.1 million, respectively, an increase of 75.1% driven by the significant increase in the number of homes owned. For our Same Store portfolio, rental revenue increased 3.9% compared to the three months ended March 31, 2017, primarily due to an increase in average monthly rent per occupied home.

Average occupancy for the total portfolio was 94.5% and 94.9% for the three months ended March 31, 2018 and 2017, respectively, and average rent per occupied home for the total portfolio for the three months ended March 31, 2018 was \$1,704, compared to \$1,661 for three months ended March 31, 2017, a 2.6% increase. For our Same Store portfolio, average occupancy was 95.7% and 95.8% for the three months ended March 31, 2018 and 2017, respectively, and average monthly rent per occupied home for the three months ended March 31, 2018, was \$1,706, compared to \$1,641 for the three months ended March 31, 2017, a 4.0% increase.

To monitor prospective changes in average rent per occupied home, we compare the monthly rent from an expiring lease to the monthly rent from the next lease for the same home, in each case, net of any amortized concessions. Leases are either renewal leases, where our current resident stays for a subsequent lease term, or new leases, where our previous resident moves out and a new resident signs a lease to occupy the same home.

Renewal lease net effective rental rate growth for the total portfolio averaged 4.9% and 5.2% for the three months ended March 31, 2018 and 2017, respectively, and new lease net effective rental rate growth for the total portfolio averaged 2.5% and 3.4% for the three months ended March 31, 2018 and 2017, respectively. For our Same Store portfolio, renewal lease net effective rental rate growth averaged 4.9% and 5.1% for the three months ended March 31, 2018 and 2017, respectively, and new lease net effective rental rate growth averaged 2.5% and 3.3% for the three months ended March 31, 2018 and 2017, respectively.

The annualized turnover rate for the Same Store portfolio for the three months ended March 31, 2018 and 2017 was 30.4% and 32.4%, respectively. For the Same Store portfolio, an average home remained unoccupied for 55 and 53 days between residents for the three months ended March 31, 2018 and 2017, respectively.

### *Other Property Income*

For the three months ended March 31, 2018 and 2017, other property income was \$27.9 million and \$12.7 million, respectively, an increase of 120.3% driven by the significant increase in the number of homes owned. Other than the increase in the number of homes owned, the primary driver of the increase was utilities expense recoveries. Utilities expense recoveries increased as more utilities remained in our name compared to prior year, and the terms of new leases require residents to reimburse us for those costs.

### *Operating Expenses*

For the three months ended March 31, 2018 and 2017, operating expenses were \$356.2 million and \$226.7 million, respectively. Set forth below is a discussion of changes in the individual components of operating expenses.

Property operating and maintenance expense increased to \$160.8 million for the three months ended March 31, 2018 from \$88.2 million for the three months ended March 31, 2017 due to the increase in the number of homes owned.

Property management expense and general and administrative expense decreased to \$44.8 million for the three months ended March 31, 2018 from \$69.7 million for the three months ended March 31, 2017, primarily due to a decrease in share-based compensation expense of \$34.7 million which was driven by \$11.6 million of accelerated vesting on pre-IPO incentive units and \$23.3 million of fully vested awards issued in connection with the IPO during the three months ended March 31, 2017. This was partially offset by increases due to the increase in the size of our portfolio as a result of the Mergers.

Depreciation and amortization expense increased from \$67.6 million for the three months ended March 31, 2017 to \$144.5 million for the three months ended March 31, 2018, primarily due to the addition of 34,670 homes acquired in the Mergers and the amortization of in-place leases.



Impairment and other expenses increased to \$6.1 million for the three months ended March 31, 2018 from \$1.2 million for the three months ended March 31, 2017 primarily due to losses and damages related to Hurricanes Irma and Harvey which continue to be identified as residents move out and properties turn.

#### *Interest Expense*

Interest expense was \$92.3 million and \$68.6 million for the three months ended March 31, 2018 and 2017, respectively. The increase in interest expense was due to an increase in average debt balances outstanding during 2018 primarily related to debt assumed in connection with the Mergers. As of March 31, 2018, we had \$9,668.9 million of debt outstanding, net of deferred financing costs and discounts, compared to \$5,714.4 million as of March 31, 2017. Additionally, the average monthly LIBOR rate increased by 82 basis points from 0.83% to 1.65% for the three months ended March 31, 2018 and 2017, respectively, which was partially offset by reductions in the weighted average spread over LIBOR resulting from refinancing activity.

#### *Gain on Sale of Property, net of tax*

Gain on sale of property was \$5.5 million and \$14.3 million for the three months ended March 31, 2018 and 2017, respectively. The primary driver for the difference in the gain on sale between periods was the composition of homes sold during the respective periods. Of the 251 homes sold during the three months ended March 31, 2018, none were sold in bulk sales. Of the 501 homes sold during the three months ended March 31, 2017, 235 homes were sold in bulk sales for a gain of \$7.6 million.

#### **Liquidity and Capital Resources**

Our liquidity and capital resources as of March 31, 2018 and December 31, 2017 included unrestricted cash and cash equivalents of \$134.9 million and \$179.9 million, respectively, a 25.0% decrease due primarily to investments in single-family residential properties, which is discussed in further detail in “—Cash Flows.” Additionally, \$985.0 million of the revolving credit facility (the “Revolving Facility”) remained undrawn as of March 31, 2018.

Liquidity is a measure of our ability to meet potential cash requirements, maintain our assets, fund our operations, make distributions and dividend payments to our equity investors, and meet other general requirements of our business. Our liquidity, to a certain extent, is subject to general economic, financial, competitive, and other factors beyond our control. Our near-term liquidity requirements consist primarily of: (i) renovating newly-acquired homes; (ii) funding HOA fees (as applicable), real estate taxes, insurance premiums and the ongoing maintenance for our homes; (iii) interest expense; and (iv) payment of dividends to our equity investors. Our long-term liquidity requirements consist primarily of funds necessary to pay for the acquisition of and non-recurring capital expenditures for our homes and principal payments on our indebtedness.

We intend to satisfy our long-term liquidity needs through cash provided by operations, long-term secured and unsecured borrowings, the issuance of debt and equity securities, and property dispositions. We believe our rental income net of operating expenses will generally provide cash flow sufficient to fund our operations and dividend payments on a near-term basis. Our real estate assets are illiquid in nature. A timely liquidation of assets may not be a viable source of short-term liquidity should a cash flow shortfall arise, and we may need to source liquidity from other financing alternatives, such as the Revolving Facility which has an undrawn balance of \$985.0 million as of March 31, 2018.

As a REIT, we are required to distribute to our stockholders at least 90% of our taxable income, excluding net capital gain, on an annual basis. Therefore, as a general matter, it is unlikely that we will be able to retain substantial cash balances that could be used to meet our liquidity needs from our annual taxable income. Instead, we will need to meet these needs from external sources of capital and amounts, if any, by which our cash flow generated from operations exceeds taxable income.

The following describes the key terms of our current indebtedness.

### **Mortgage Loans**

Our securitization transactions (the “Securitized Loans” or the “mortgage loans”) are collateralized by certain homes owned by the respective Borrower Entities. We utilize the proceeds from our securitizations to fund (i) repayments of then-outstanding indebtedness, (ii) initial deposits into Securitization reserve accounts, (iii) closing costs in connection with the mortgage loans, (iv) general costs associated with our operations, and (v) distributions and dividends. In addition to the Securitization transactions we initiated, we assumed certain mortgage loans from SWH in connection with the Mergers.

The following table sets forth a summary of our mortgage loan indebtedness as of March 31, 2018 and December 31, 2017:

(\$ in thousands)	Maturity Date	Maturity Date if Fully Extended <sup>(1)</sup>	Interest Rate <sup>(2)</sup>	Range of Spreads	Outstanding Principal Balance <sup>(3)</sup>	
					March 31, 2018	December 31, 2017
CAH 2014-1 <sup>(4)</sup>	N/A	N/A	—%	N/A	\$ —	\$ 473,384
CAH 2014-2 <sup>(4)</sup>	N/A	N/A	—%	N/A	—	385,401
IH 2015-1, net <sup>(5)(6)</sup>	March 9, 2019	March 9, 2020	4.31%	152-437 bps	527,826	528,795
IH 2015-2 <sup>(5)(6)</sup>	June 9, 2018	June 9, 2020	3.89%	142-377 bps	627,106	627,259
CAH 2015-1 <sup>(5)(7)</sup>	July 9, 2018	July 9, 2020	3.76%	128-373 bps	655,455	656,551
IH 2015-3 <sup>(5)(8)</sup>	August 9, 2018	August 7, 2020	4.13%	136-481 bps	1,162,225	1,165,886
CSH 2016-1 <sup>(5)(7)</sup>	July 9, 2018	July 9, 2021	4.19%	158-508 bps	529,827	531,517
CSH 2016-2 <sup>(5)</sup>	December 9, 2018	December 9, 2021	3.73%	133-423 bps	605,357	609,815
IH 2017-1 <sup>(9)</sup>	June 9, 2027	N/A	4.23%	N/A	996,371	996,453
SWH 2017-1 <sup>(5)</sup>	October 9, 2019	January 9, 2023	3.43%	102-347 bps	769,754	769,754
IH 2017-2 <sup>(5)</sup>	December 9, 2019	December 9, 2024	3.38%	91-306 bps	863,263	863,413
IH 2018-1 <sup>(4)(5)</sup>	March 9, 2020	March 9, 2025	3.12%	76-256 bps	914,441	—
Total Securitizations					7,651,625	7,608,228
Less deferred financing costs, net					(37,165)	(28,075)
Total					<u>\$ 7,614,460</u>	<u>\$ 7,580,153</u>

- (1) Represents the maturity date if we exercise each of the remaining one-year extension options available, which are subject to certain conditions being met.
- (2) Except for IH 2017-1, interest rates are based on a weighted average spread over LIBOR, plus applicable servicing fees; as of March 31, 2018, LIBOR was 1.88%. Our IH 2017-1 mortgage loan bears interest at a fixed rate of 4.23% per annum, equal to the market determined pass-through rate payable on the certificates including applicable servicing fees.
- (3) Outstanding principal balance is net of discounts and does not include deferred financing costs, net.
- (4) On February 8, 2018, the outstanding balances of CAH 2014-1 and CAH 2014-2 were repaid in full with proceeds from IH 2018-1, a new securitization transaction.
- (5) The initial maturity term of each of these mortgage loans is two to three years, individually subject to two to five one-year extension options at the borrower’s discretion (provided that there is no continuing event of default under the mortgage loan agreement and the borrower obtains a replacement interest rate cap agreement in a form reasonably acceptable to the lender). Our IH 2015-2, IH 2015-3 and CAH 2015-1 mortgage loans have exercised the first extension option, and IH 2015-1 has exercised the second extension option. The maturity dates above are reflective of all extensions that have been exercised.
- (6) On May 8, 2018, the outstanding balances of IH 2015-1 and IH 2015-2 were repaid in full with proceeds from IH 2018-2, a new securitization transaction.

- (7) On April 9, 2018, we submitted a notification to request an extension of the maturity of the CAH 2015-1 and CSH 2016-1 mortgage loans from July 9, 2018 to July 9, 2019 upon approval.
- (8) On May 9, 2018, we submitted a notification to request an extension of the maturity of the IH 2015-3 mortgage loan from August 9, 2018 to August 9, 2019 upon approval.
- (9) Net of unamortized discount of \$3.3 million and \$3.3 million as of March 31, 2018 and December 31, 2017, respectively.

#### *Securitization Transactions*

For each Securitization transaction, the Borrower Entity executed a loan agreement with a third-party lender. Except for IH 2017-1, each mortgage loan consists of five to seven components. The components are floating rate except with respect to certain components we were required to retain in connection with risk retention rules. The two to three year initial terms are individually subject to two to five, one-year extension options at the Borrower Entity's discretion. Such extensions are available provided there is no continuing event of default under the respective mortgage loan agreement and the Borrower Entity obtains a replacement interest rate cap agreement in a form reasonably acceptable to the lender. IH 2017-1 is a 10-year, fixed rate mortgage loan comprised of two components. Certificates issued by the trust in connection with Component A of IH 2017-1 benefit from the Federal National Mortgage Association's guaranty of timely payment of principal and interest.

Certain components were sold at a discount, and \$3.3 million of unamortized discount is included in mortgage loans, net on our condensed consolidated balance sheets as of both March 31, 2018 and December 31, 2017.

Each mortgage loan is secured by a pledge of the equity in the assets of the respective Borrower Entities, as well as first-priority mortgages on the underlying properties and a grant of security interests in all of the related personal property. As of March 31, 2018 and December 31, 2017, a total of 45,005 and 47,616 homes, respectively, were pledged pursuant to the mortgage loans. We are obligated to make monthly payments of interest for each mortgage loan, and IH 2013-1 and CAH 2014-1 also required monthly payments of principal.

#### *Transactions with Trusts*

Concurrent with the execution of each mortgage loan agreement, the respective third-party lender sold each loan it originated to individual depositor entities (the "Depositor Entities") who subsequently transferred each loan to Securitization-specific trust entities (the "Trusts"). The Depositor Entities for our Securitizations currently outstanding are wholly-owned subsidiaries.

As consideration for the transfer of each loan to the Trusts, the Trusts issued certificate classes which mirror the components of the individual loan agreements (collectively, the "Certificates") to the Depositor Entities, except that Class R certificates do not have related loan components as they represent residual interests in the Trusts. The Certificates represent the entire beneficial interest in the Trusts. Following receipt of the Certificates, the Depositor Entities sold the Certificates to investors using the proceeds as consideration for the loans sold to the Depositor Entities by the lenders. These transactions had no effect on our condensed consolidated financial statements other than with respect to Certificates we retained in connection with Securitizations or purchased at a later date.

The Trusts are structured as pass-through entities that receive interest, and in the case of IH 2013-1 and CAH 2014-1 principal payments, from the Securitizations and distribute those payments to the holders of the Certificates. The assets held by the Trusts are restricted and can only be used to fulfill the obligations of those entities. The obligations of the Trusts do not have any recourse to the general credit of any entities in these condensed consolidated financial statements. We have evaluated our interests in certain certificates of the Trusts held by us (discussed below) and determined that they do not create a more than insignificant variable interest in the Trusts. Additionally, the retained certificates do not provide us with any ability to direct the activities that could impact the Trusts' economic performance. Therefore, we do not consolidate the Trusts.

#### *Retained Certificates*

Beginning in April 2014, the Trusts made Certificates available for sale to both domestic and foreign investors. With the introduction of foreign investment, sponsors of the mortgage loans are required to retain a portion of the risk that represents a material net economic interest in each loan. These requirements were further refined in December 2016 pursuant to Regulation RR (the "Risk Retention Rules") under the Securities Exchange Act of 1934, as amended. As such, loan sponsors

are now required to retain a portion of the credit risk that represents not less than 5% of the aggregate fair value of the loan as of the closing date.

To fulfill these requirements, Class G certificates for IH 2015-1, IH 2015-2, IH 2015-3, CAH 2015-1, CSH 2016-1, and CSH 2016-2 are equal to 5% of the original principal amount of the loans. Per the terms of the mortgage loan agreements, the Class G certificates are restricted certificates that were made available exclusively to the sponsor, as applicable. We retained these Class G certificates at the time of the related Securitizations, and they are principal only, bearing a stated interest rate of 0.0005%. Additionally, in certain instances, we have elected to purchase certain Class F certificates, which bear a stated annual interest rate of LIBOR plus a spread ranging from 4.80% to 5.08%.

For IH 2017-1, the Class B certificates are restricted certificates that were made available exclusively to INVH LP in order to comply with the Risk Retention Rules. The Class B certificates bear a stated annual interest rate of 4.23%, including applicable servicing fees.

For IH 2017-2, SWH 2017-1, and IH 2018-1, we retained a portion of each certificate class to meet the Risk Retention Rules. These retained certificates accrue interest at a floating rate of LIBOR plus a spread ranging from 0.76% to 3.47%.

The retained certificates total \$424.4 million and \$378.5 million as of March 31, 2018 and December 31, 2017, respectively, are classified as held to maturity investments, and are recorded in other assets, net on the condensed consolidated balance sheets.

#### *Loan Covenants*

The general terms that apply to all of the mortgage loans require us to maintain compliance with certain affirmative and negative covenants. Affirmative covenants with which we must comply include our, and certain of our affiliates', compliance with (i) licensing, permitting and legal requirements specified in the mortgage loan agreements, (ii) organizational requirements of the jurisdictions in which we, and certain of our affiliates, are organized, (iii) federal and state tax laws, and (iv) books and records requirements specified in the respective mortgage loan agreements. Negative covenants with which we must comply include our, and certain of our affiliates', compliance with limitations surrounding (i) the amount of our indebtedness and the nature of our investments, (ii) the execution of transactions with affiliates, (iii) the Manager, and (iv) the nature of our business activities. As of March 31, 2018, and through the date our condensed consolidated financial statements were issued, we believe we are in compliance with all affirmative and negative covenants.

#### *Prepayments*

For the mortgage loans, prepayments of amounts owed by us are generally not permitted by us under the terms of the respective mortgage loan agreements unless such prepayments are made pursuant to the voluntary election or mandatory provisions specified in such agreements. The specified mandatory provisions become effective to the extent that a property becomes characterized as a disqualified property, a property is sold, and/or upon the occurrence of a condemnation or casualty event associated with a property. To the extent either a voluntary election is made, or a mandatory prepayment condition exists, in addition to paying all interest and principal, we must also pay certain breakage costs as determined by the loan servicer and a spread maintenance premium if prepayment occurs before the month following the one or two year anniversary of the closing dates of each of the mortgage loans except for IH 2017-1. For IH 2017-1, prepayments on or before December 2026 will require a yield maintenance premium. For the three months ended March 31, 2018 and 2017, we made voluntary and mandatory prepayments of \$873.3 million and \$1,030.5 million, respectively, under the terms of the mortgage loan agreements.

### Term Loan Facility and Revolving Facility

On February 6, 2017, we entered into a credit facility (the “Credit Facility”), which was amended on December 18, 2017 to include entities and homes acquired in the Mergers. The Credit Facility provides \$2,500.0 million of borrowing capacity and consists of the \$1,000.0 million Revolving Facility, which will mature on February 6, 2021, with a one-year extension option, and a \$1,500.0 million term loan facility (the “Term Loan Facility”), which will mature on February 6, 2022. The Revolving Facility also includes borrowing capacity available for letters of credit and for short-term borrowings referred to as swing line borrowings, in each case subject to certain sublimits. The Credit Facility provides us with the option to enter into additional incremental credit facilities (including an uncommitted incremental facility that provides us with the option to increase the size of the Revolving Facility and/or the Term Loan Facility by an aggregate amount of up to \$1,500.0 million), subject to certain limitations. Proceeds from the Term Loan Facility were used to repay existing indebtedness and for general corporate purposes. Proceeds from the Revolving Facility were used for general corporate purposes.

The following table sets forth a summary of the outstanding principal amounts under the Credit Facility as of March 31, 2018 and December 31, 2017:

(\$ in thousands)	Maturity Date	Interest Rate <sup>(1)</sup>	March 31, 2018	December 31, 2017
Term loan facility	February 6, 2022	3.58%	\$ 1,500,000	\$ 1,500,000
Deferred financing costs, net			(11,305)	(12,027)
Term Loan Facility, net			\$ 1,488,695	\$ 1,487,973
Revolving Facility	February 6, 2021	3.63%	\$ 15,000	\$ 35,000

(1) Interest rates for the Term Loan Facility and the Revolving Facility are based on LIBOR plus an applicable margin of 1.70% and 1.75%, respectively; as of March 31, 2018, LIBOR was 1.88%.

### Interest Rate and Fees

Borrowings under the Credit Facility bear interest, at our option, at a rate equal to a margin over either (a) a LIBOR rate determined by reference to the Bloomberg LIBOR rate (or comparable or successor rate) for the interest period relevant to such borrowing, or (b) a base rate determined by reference to the highest of (1) the administrative agent’s prime lending rate, (2) the federal funds effective rate plus 0.50%, and (3) the LIBOR rate that would be payable on such day for a LIBOR rate loan with a one-month interest period plus 1.00%. The margin is based on a total leverage based grid. The margin for the Revolving Facility ranges from 0.75% to 1.30%, in the case of base rate loans, and 1.75% to 2.30%, in the case of LIBOR rate loans. The margin for the Term Loan Facility ranges from 0.70% to 1.30%, in the case of base rate loans, and 1.70% to 2.30%, in the case of LIBOR rate loans. In addition, the Credit Facility provides that, upon receiving an investment grade rating on its non-credit enhanced, senior unsecured long term debt of BBB- or better from Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., or Baa3 or better from Moody’s Investors Service, Inc. (an “Investment Grade Rating Event”), we may elect to convert to a credit rating based pricing grid.

In addition to paying interest on outstanding principal under the Credit Facility, we are required to pay a facility fee to the lenders under the Revolving Facility in respect of the unused commitments thereunder. The facility fee rate is based on the daily unused amount of the Revolving Facility and is either 0.35% or 0.20% per annum based on the unused facility amount. Upon converting to a credit rating pricing based grid, the unused facility fee will no longer apply; and we will be required to pay a facility fee ranging from 0.125% to 0.300%. We are also required to pay customary letter of credit fees.

### Prepayments and Amortization

No principal reductions are required under the Credit Facility. We are permitted to voluntarily repay amounts outstanding under the Term Loan Facility at any time without premium or penalty, subject to certain minimum amounts and the payment of customary “breakage” costs with respect to LIBOR loans. Once repaid, no further borrowings will be permitted under the Term Loan Facility.

### *Loan Covenants*

The Credit Facility contains certain customary affirmative and negative covenants and events of default. Such covenants will, among other things, restrict, subject to certain exceptions, our ability and that of the Subsidiary Guarantors (as defined below) and their respective subsidiaries to (i) engage in certain mergers, consolidations or liquidations, (ii) sell, lease or transfer all or substantially all of their respective assets, (iii) engage in certain transactions with affiliates, (iv) make changes to our fiscal year, (v) make changes in the nature of our business and our subsidiaries, and (vi) incur additional indebtedness that is secured on a pari passu basis with the Credit Facility.

The Credit Facility also requires us, on a consolidated basis with our subsidiaries, to maintain a (i) maximum total leverage ratio, (ii) maximum secured leverage ratio, (iii) maximum unencumbered leverage ratio, (iv) minimum fixed charge coverage ratio, (v) minimum unencumbered fixed charge coverage ratio, and (vi) minimum tangible net worth. If an event of default occurs, the lenders under the Credit Facility are entitled to take various actions, including the acceleration of amounts due under the Credit Facility and all actions permitted to be taken by a secured creditor. As of March 31, 2018, and through the date our condensed consolidated financial statements were issued, we believe we were in compliance with all affirmative and negative covenants.

### *Guarantees and Security*

The obligations under the Credit Facility are guaranteed on a joint and several basis by each of our direct and indirect domestic wholly-owned subsidiaries that own, directly or indirectly, unencumbered assets (the "Subsidiary Guarantors"), subject to certain exceptions. The guarantee provided by any Subsidiary Guarantor will be automatically released upon the occurrence of certain events, including if it no longer has a direct or indirect interest in an unencumbered asset or as a result of certain non-recourse refinancing transactions pursuant to which such Subsidiary Guarantor becomes contractually prohibited from providing its guaranty of the Credit Facility. In addition, INVH may be required to provide a guarantee of the Credit Facility under certain circumstances, including if INVH does not maintain its qualification as a real estate investment trust ("REIT").

The Credit Facility is collateralized by first priority or equivalent security interests in all the capital stock of, or other equity interests in, any Subsidiary Guarantor held by us and each of the Subsidiary Guarantors. The security interests granted under the Credit Facility will be automatically released upon the occurrence of certain events, including upon an Investment Grade Rating Event or if the total net leverage ratio is less than or equal to 8.00:1.00 for four consecutive fiscal quarters.

### *Convertible Senior Notes*

In connection with the Mergers, we assumed SWH's convertible senior notes. In July 2014, SWH issued \$230.0 million in aggregate principal amount of 3.00% convertible senior notes due 2019 (the "2019 Convertible Notes"). Interest on the 2019 Convertible Notes is payable semiannually in arrears on January 1st and July 1st of each year. The 2019 Convertible Notes will mature on July 1, 2019.

In January 2017, SWH issued \$345.0 million in aggregate principal amount of 3.50% convertible senior notes due 2022 (the "2022 Convertible Notes" and together with the 2019 Convertible Notes, the "Convertible Senior Notes"). Interest on the 2022 Convertible Notes is payable semiannually in arrears on January 15th and July 15th of each year. The 2022 Convertible Notes will mature on January 15, 2022.

The following table summarizes the terms of the Convertible Senior Notes outstanding as of March 31, 2018 and December 31, 2017:

(\$ in thousands)	Coupon Rate	Effective Rate <sup>(1)</sup>	Conversion Rate <sup>(2)</sup>	Maturity Date	Amortization Period	Principal Amount	
						March 31, 2018	December 31, 2017
2019 Convertible Notes	3.00%	4.92%	53.0969	7/1/2019	1.25 years	\$ 229,993	\$ 230,000
2022 Convertible Notes	3.50%	5.12%	43.7694	1/15/2022	3.80 years	345,000	345,000
Total						574,993	575,000
Net unamortized fair value adjustment						(24,298)	(26,464)
Total						\$ 550,695	\$ 548,536

- (1) Effective rate includes the effect of the adjustment to the fair value of the debt as of the Merger Date, the value of which reduced the initial liability recorded to \$223.2 million and \$324.3 million for each of the 2019 Convertible Notes and 2022 Convertible Notes, respectively.
- (2) We generally have the option to settle any conversions in cash, common stock or a combination thereof. The conversion rate represents the number of shares of common stock issuable per \$1,000 principal amount (actual \$) of Convertible Senior Notes converted at March 31, 2018, as adjusted in accordance with the applicable indentures as a result of cash dividend payments and the effects of the Mergers. The Convertible Senior Notes do not meet the criteria for conversion as of March 31, 2018.

#### Terms of Conversion

As of March 31, 2018, the conversion rate applicable to the 2019 Convertible Notes is 53.0969 shares of our common stock per \$1,000 principal amount (actual \$) of the 2019 Convertible Notes (equivalent to a conversion price of approximately \$18.83 per common share – actual \$). The conversion rate for the 2019 Convertible Notes is subject to adjustment in some events, but will not be adjusted for any accrued and unpaid interest. In addition, following certain events that occur prior to the maturity date, we will increase the conversion rate for a holder who elects to convert its 2019 Convertible Notes in connection with such an event in certain circumstances. At any time prior to January 1, 2019, holders may convert the 2019 Convertible Notes at their option only under specific circumstances as defined in the indenture agreement, dated as of July 7, 2014, between us and our trustee, Wilmington Trust, National Association (“the Convertible Notes Trustee”). As a result of the completion of the Mergers, the 2019 Convertible Notes were convertible for a 35 trading day period, which expired January 8, 2018. On or after January 1, 2019 and until maturity, holders may convert all or any portion of the 2019 Convertible Notes at any time. Upon conversion, we will pay or deliver, as the case may be, cash, common stock, or a combination of cash and common stock, at our election.

As of March 31, 2018, the conversion rate applicable to the 2022 Convertible Notes is 43.7694 shares of our common stock per \$1,000 principal amount (actual \$) of the 2022 Convertible Notes (equivalent to a conversion price of approximately \$22.85 per common share – actual \$). The conversion rate for the 2022 Convertible Notes is subject to adjustment in some events, but will not be adjusted for any accrued and unpaid interest. In addition, following certain events that occur prior to the maturity date, we will increase the conversion rate for a holder who elects to convert its 2022 Convertible Notes in connection with such an event in certain circumstances. At any time prior to July 15, 2021, holders may convert the 2022 Convertible Notes at their option only under specific circumstances as defined in the indenture agreement, dated as of January 10, 2017, between us and the Convertible Notes Trustee. As a result of the completion of the Mergers, the 2022 Convertible Notes were convertible for a 35 trading day period, which expired January 8, 2018. On or after July 15, 2021 and until maturity, holders may convert all or any portion of the 2022 Convertible Notes at any time. Upon conversion, we will pay or deliver, as the case may be, cash, common stock, or a combination of cash and common stock, at our election.

#### General Terms

We may not redeem the Convertible Senior Notes prior to their maturity dates except to the extent necessary to preserve our status as a REIT for United States federal income tax purposes, as further described in the indentures. If we undergo a fundamental change as defined in the indentures, holders may require us to repurchase for cash all or any portion of their

Convertible Senior Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Convertible Senior Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The indentures contain customary terms and covenants and events of default. If an event of default occurs and is continuing, the Convertible Notes Trustee, by notice to us, or the holders of at least 25% in aggregate principal amount of the outstanding Convertible Senior Notes, by notice to us and the Convertible Notes Trustee, may, and the Convertible Notes Trustee at the request of such holders shall, declare 100% of the principal of and accrued and unpaid interest on all the Convertible Senior Notes to be due and payable. In the case of an event of default arising out of certain events of bankruptcy, insolvency or reorganization in respect to us (as set forth in the indentures), 100% of the principal of and accrued and unpaid interest on the Convertible Senior Notes will automatically become due and payable.

#### *Certain Hedging Arrangements*

From time to time, we enter into derivative instruments to manage the economic risk of changes in interest rates. We do not enter into derivative transactions for speculative or trading purposes. Designated hedges are derivatives that meet the criteria for hedge accounting and for which we have elected to designate them as hedges. Non-designated hedges are derivatives that do not meet the criteria for hedge accounting or which we did not elect to designate as accounting hedges.

#### *Designated Hedges*

We have entered into various interest rate swap agreements, which are used to hedge the variable cash flows associated with variable-rate interest payments. Certain of the Invitation Homes Partnerships and certain Borrower Entities guaranteed the obligations under each of the interest rate swaps from the date the swaps were entered into through the date of the IPO. Each of these swaps was accounted for as a non-designated hedge until January 31, 2017, when the criteria for hedge accounting were met as a result of the Pre-IPO Transactions. At that time, we designated these swaps for hedge accounting purposes. Subsequent to that date, changes in the fair value of these swaps are recorded in other comprehensive income and are subsequently reclassified into earnings in the period in which the hedged forecasted transactions affect earnings.

In addition, in connection with the Mergers, we acquired various interest rate swap instruments, which we designated for hedge accounting purposes. On the Merger Date, we recorded these interest rate swaps at their aggregate estimated fair value of \$21.1 million. Over the terms of each swap, an amount equal to the Merger Date fair value will be amortized and recorded as an increase in interest expense and accumulated other comprehensive income.

The table below summarizes our interest rate swap instruments as of March 31, 2018 (\$ in thousands):

<b>Agreement Date</b>	<b>Forward Effective Date</b>	<b>Maturity Date</b>	<b>Strike Rate</b>	<b>Index</b>	<b>Notional Amount</b>
December 21, 2016	February 28, 2017	January 31, 2022	1.97%	One-month LIBOR	\$ 750,000
December 21, 2016	February 28, 2017	January 31, 2022	1.97%	One-month LIBOR	750,000
January 12, 2017	February 28, 2017	August 7, 2020	1.59%	One-month LIBOR	1,100,000
January 13, 2017	February 28, 2017	June 9, 2020	1.63%	One-month LIBOR	595,000
January 20, 2017	February 28, 2017	March 9, 2020	1.60%	One-month LIBOR	325,000
June 3, 2016	July 15, 2017	July 15, 2018	0.93%	One-month LIBOR	450,000
January 10, 2017	January 15, 2018	January 15, 2019	1.58%	One-month LIBOR	550,000
February 23, 2016	March 15, 2018	March 15, 2019	1.10%	One-month LIBOR	800,000
February 23, 2016	March 15, 2018	March 15, 2019	1.06%	One-month LIBOR	800,000
June 3, 2016	July 15, 2018	July 15, 2019	1.12%	One-month LIBOR	450,000
January 10, 2017	January 15, 2019	January 15, 2020	1.93%	One-month LIBOR	550,000
March 29, 2017	March 15, 2019	March 15, 2022	2.21%	One-month LIBOR	800,000
June 3, 2016	July 15, 2019	July 15, 2020	1.30%	One-month LIBOR	450,000
January 10, 2017	January 15, 2020	January 15, 2021	2.13%	One-month LIBOR	550,000
June 3, 2016	July 15, 2020	July 15, 2021	1.47%	One-month LIBOR	450,000
January 10, 2017	January 15, 2021	July 15, 2021	2.23%	One-month LIBOR	550,000



During the three months ended March 31, 2018, such derivatives were used to hedge the variable cash flows associated with existing variable-rate interest payments. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on our variable-rate debt. During the next 12 months, we estimate that \$25.7 million will be reclassified to earnings as a decrease in interest expense.

On April 19, 2018, we entered into four interest rate swap agreements that effectively convert \$1,600.0 million of existing floating rate debt to fixed rate debt. On May 8, 2018, we entered into two additional interest rate swap agreements that effectively convert \$920.0 million of existing floating rate debt to fixed rate debt. The table below summarizes the terms and conditions of these interest rate swap agreements (\$ in thousands):

Agreement Date	Forward Effective Date	Maturity Date	Strike Rate	Index	Notional Amount
April 19, 2018	January 31, 2019	January 31, 2025	2.86%	One-month LIBOR	\$ 400,000
April 19, 2018	March 15, 2019	November 30, 2024	2.85%	One-month LIBOR	400,000
April 19, 2018	March 15, 2019	February 28, 2025	2.86%	One-month LIBOR	400,000
April 19, 2018	January 31, 2020	November 30, 2024	2.90%	One-month LIBOR	400,000
May 8, 2018	March 9, 2020	June 9, 2025	2.99%	One-month LIBOR	325,000
May 8, 2018	June 9, 2020	June 9, 2025	2.99%	One-month LIBOR	595,000

#### *Non-Designated Hedges*

Concurrent with entering into certain of the mortgage loan agreements and in connection with the Mergers, we entered into or acquired and maintain interest rate cap agreements with terms and notional amounts equivalent to the terms and amounts of the mortgage loans made by the third-party lenders and with strike prices ranging from approximately 2.83% to 3.74% (collectively, the "Strike Prices"). To the extent that the maturity date of one or more of the mortgage loans is extended through an exercise of one or more of the extension options, replacement or extension interest rate cap agreements must be executed with terms similar to those associated with the initial interest rate cap agreements and strike prices equal to the greater of the Strike Prices and the interest rate at which the debt service coverage ratio (as defined) is not less than 1.2 to 1.0. The interest rate cap agreements, including all of our rights to payments owed by the counterparties and all other rights, have been pledged as additional collateral for the mortgage loans.

#### *Purchase of Outstanding Debt Securities or Loans*

As market conditions warrant, we and our equity investors, and members of our management, may from time to time seek to purchase our outstanding debt, including borrowings under our credit facilities and mortgage loans or debt securities that we may issue in the future, in privately negotiated or open market transactions, by tender offer or otherwise. Subject to any applicable limitations contained in the agreements governing our indebtedness, any purchases made by us may be funded by the use of cash on our balance sheet or the incurrence of new secured or unsecured debt, including borrowings under our credit facilities and mortgage loans. The amounts involved in any such purchase transactions, individually or in the aggregate, may be material. Any such purchases may be with respect to a substantial amount of a particular class or series of debt, with the attendant reduction in the trading liquidity of such class or series. In addition, any such purchases made at prices below the "adjusted issue price" (as defined for United States federal income tax purposes) may result in taxable cancellation of indebtedness income to us, which amounts may be material, and in related adverse tax consequences to us.

## Cash Flows

### Three Months Ended March 31, 2018 Compared to Three Months Ended March 31, 2017

The following table summarizes our cash flows for three months ended March 31, 2018 and 2017:

(\$ in thousands)	Three Months Ended March 31,		\$ Change	% Change
	2018	2017		
Net cash provided by operating activities	\$ 130,080	\$ 76,074	\$ 54,006	71.0 %
Net cash (used in) provided by investing activities	(101,998)	28,398	(130,396)	(459.2)%
Net cash used in financing activities	(53,896)	(188,064)	134,168	71.3 %
<b>Change in cash and cash equivalents</b>	<b>\$ (25,814)</b>	<b>\$ (83,592)</b>	<b>\$ 57,778</b>	<b>69.1 %</b>

#### Operating Activities

Our cash flows provided by operating activities depend on numerous factors, including the occupancy level of our homes, the rental rates achieved on our leases, the collection of rent from our residents, and the amount of our operating and other expenses. Net cash provided by operating activities was \$130.1 million and \$76.1 million for the three months ended March 31, 2018 and 2017, respectively, an increase of 71.0%. The increase in cash provided by operating activities was primarily driven by the significant increase in the number of homes owned.

#### Investing Activities

Net cash (used in) provided by investing activities primarily consists of the acquisition costs of homes, capital improvements, and proceeds from property sales. Net cash (used in) provided by investing activities was \$102.0 million and \$28.4 million for the three months ended March 31, 2018 and 2017, respectively, leading to a decrease in cash provided by investing activities of \$130.4 million between the periods. The decrease was primarily due to an increase in the number of homes acquired, from 121 homes during the three months ended March 31, 2017 to 190 homes during the three months ended March 31, 2018, which resulted in \$30.6 million more in acquisition and renovation spend. Other capital expenditures increased \$20.4 million primarily driven by the significant increase in the number of homes owned. The decrease in the number of homes sold during the three months ended March 31, 2018 of 251 compared to 501 during the three months ended March 31, 2017 resulted in a decrease in the amount of proceeds from sale of residential properties of \$22.5 million. Additionally, an increase in investments in debt securities of \$45.8 million resulting from the application of risk retention rules to our IH 2018-1 mortgage loan.

#### Financing Activities

Net cash used in financing activities was \$53.9 million and \$188.1 million for the three months ended March 31, 2018 and 2017, respectively, or an increase in cash of \$134.2 million. During the three months ended March 31, 2018, proceeds from our IH 2018-1 mortgage loan of \$916.6 million, along with proceeds from home sales and operating cash flows, were used to repay \$873.3 million of our mortgage loans, including full repayment of the CAH 2014-1 and CAH 2014-2 mortgage loans, \$20.0 million of our Term Loan Facility, to fund \$11.8 million of deferred financing costs associated with the IH 2018-1 mortgage loan, and for dividend payments which totaled \$57.4 million. During the three months ended March 31, 2017, we received \$1,692.1 million in proceeds, net of underwriting discounts, from our IPO. The IPO proceeds, \$1,500.0 million of proceeds from our Term Loan Facility, proceeds from home sales and operating cash flows were used to repay \$2,321.6 million of then-outstanding credit facilities and \$1,030.5 million of mortgage loans, including full repayment of the IH 2013-1 mortgage loan and \$551.5 million on the IH 2014-1 mortgage loan, and to fund \$24.5 million of deferred financing costs associated with the Term Loan Facility.

#### Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements as defined in Item 303(a)(4) of Regulation S-K.

## Contractual Obligations

Our contractual obligations as of March 31, 2018, consisted of the following:

(\$ in thousands)	Total	2018 <sup>(1)</sup>	2019-2020	2021-2022	Thereafter
Mortgage loans, net <sup>(2)(3)</sup>	\$ 8,992,073	\$ 220,326	\$ 3,496,102	\$ 1,424,721	\$ 3,850,924
Term Loan Facility, net <sup>(2)</sup>	1,707,002	40,459	107,400	1,559,143	—
Revolving Facility <sup>(2)(3)(4)</sup>	30,388	3,008	7,984	19,396	—
Convertible Senior Notes <sup>(5)</sup>	633,642	9,487	261,043	363,112	—
Interest rate swaps <sup>(6)(7)</sup>	15,634	1,024	8,754	5,856	—
Purchase commitments <sup>(8)</sup>	81,814	81,814	—	—	—
Operating lease obligations	21,827	4,380	9,160	5,968	2,319
Capital lease obligations	227	66	161	—	—
Total	\$ 11,482,607	\$ 360,564	\$ 3,890,604	\$ 3,378,196	\$ 3,853,243

(1) Includes estimated payments for the remaining nine months of 2018.

(2) Includes estimated interest payments on the respective debt based on amounts outstanding as of March 31, 2018 at rates in effect as of such date; as of March 31, 2018, LIBOR was 1.88%.

(3) Represents the maturity date if we exercise each of the remaining one-year extension options available, which are subject to certain conditions being met. See Part I. Item 1. “Financial Statements — Note 6 of Notes to Condensed Consolidated Financial Statements” for a description of maturity dates without consideration of extension options. On May 8, 2018, IH 2015-1 and IH 2015-2 were repaid in full with the proceeds from IH 2018-2, a new securitization transaction. The net result of the repayments and new securitization will be to reduce 2020 obligations by \$1,154.9 million to be replaced with obligations totaling \$1,057.2 million due on June 9, 2020 with five one-year extension options.

(4) Includes the related unused commitment fee.

(5) Obligations are calculated using coupon rates of the Convertible Senior Notes.

(6) Net obligations calculated using LIBOR as of March 31, 2018, or 1.88%.

(7) Excludes incremental obligations totaling \$142.9 million related to six new interest rate swap agreements that we entered into subsequent to March 31, 2018. The incremental obligations commence in 2019 and continue through 2025 and are calculated using LIBOR as of March 31, 2018.

(8) Represents commitments to acquire 326 single-family rental homes, as of March 31, 2018. Subsequent to March 31, 2018, we amended certain of these purchase agreements and canceled the purchase of a total of 196 properties with an aggregate purchase price of \$45.4 million.

## Critical Accounting Policies and Estimates

Critical accounting policies are those accounting policies that management believes are important to the portrayal of our financial condition and results and require management’s most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. We believe that our critical accounting policies pertain to the following: (i) our investments in single-family residential properties, including related cost capitalization, depreciable lives, and provisions for impairment; (ii) derivative financial instruments; (iii) revenue recognition and resident receivables; and (iv) share-based compensation expense. These critical policies and estimates are summarized in Part II. Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K. There were no material changes to our critical accounting policies during the three months ended March 31, 2018.

For a discussion of recently adopted accounting standards, see Part I. Item 1. “Financial Statements — Note 2 of Notes to Condensed Consolidated Financial Statements.”

As an emerging growth company, we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies. We have irrevocably elected not to take advantage of the extension of time to comply with new or revised financial accounting standards available under Section 102(b) of the JOBS Act.

## Segment Reporting

Operating segments are defined as components of an enterprise for which discrete financial information is available that is evaluated regularly by the chief operating decision maker (“CODM”) in deciding how to allocate resources and in assessing performance. Our CODM is the Chief Executive Officer.

Under the provision of ASC 280, *Segment Reporting*, we have determined that we have one reportable segment related to acquiring, renovating, leasing, and operating single-family homes as rental properties, including single-family homes in planned unit developments. The CODM evaluates operating performance and allocates resources on a total portfolio basis. The CODM utilizes NOI as the primary measure to evaluate performance of the total portfolio. The aggregation of individual homes constitutes the total portfolio. Decisions regarding acquisitions and dispositions of homes are made at the individual home level.

## Non-GAAP Measures

### *EBITDA, EBITDAre and Adjusted EBITDAre*

EBITDA, EBITDAre, and Adjusted EBITDAre are supplemental, non-GAAP measures often utilized to evaluate the performance of real estate companies. We define EBITDA as net income or loss computed in accordance with accounting principles generally accepted in the United States (“GAAP”) before the following items: interest expense; income tax expense; and depreciation and amortization. National Association of Real Estate Investment Trusts (“Nareit”) recommends as a best practice that REITs operating as real estate companies which report an EBITDA performance measure also report EBITDAre in all financial reports for periods beginning after December 31, 2017. We define EBITDAre, consistent with the Nareit definition, as EBITDA, further adjusted for gain on sale of property, net of tax and impairment on depreciated real estate investments.

Adjusted EBITDAre is defined as EBITDAre before the following items: share-based compensation expense; IPO related expenses; merger and transaction-related expenses; severance; casualty losses, net; acquisition costs; and interest income and other miscellaneous income and expenses. EBITDA, EBITDAre, and Adjusted EBITDAre are used as supplemental financial performance measures by management and by external users of our financial statements, such as investors and commercial banks. Set forth below is additional detail on how management uses EBITDA, EBITDAre, and Adjusted EBITDAre as measures of performance.

Our management uses EBITDA, EBITDAre, and Adjusted EBITDAre in a number of ways to assess our condensed consolidated financial and operating performance, and we believe these measures are helpful to management and external users in identifying trends in our performance. EBITDA, EBITDAre, and Adjusted EBITDAre help management identify controllable expenses and make decisions designed to help us meet our current financial goals and optimize our financial performance, while neutralizing the impact of capital structure on results. Accordingly, we believe these metrics measure our financial performance based on operational factors that management can impact in the short-term, namely our cost structure and expenses.

We believe that the presentation of EBITDA, EBITDAre, and Adjusted EBITDAre provides information useful to investors in assessing our financial condition and results of operations. The GAAP measure most directly comparable to EBITDA, EBITDAre, and Adjusted EBITDAre is net income or loss. EBITDA, EBITDAre, and Adjusted EBITDAre are not used as measures of our liquidity and should not be considered alternatives to net income or loss or any other measure of financial performance presented in accordance with GAAP. Our EBITDA, EBITDAre, and Adjusted EBITDAre may not be comparable to the EBITDA, EBITDAre, and Adjusted EBITDAre of other companies due to the fact that not all companies use the same definitions of EBITDA, EBITDAre, and Adjusted EBITDAre. Accordingly, there can be no assurance that our basis for computing these non-GAAP measures is comparable with that of other companies.

The following table presents a reconciliation of net loss to EBITDA, EBITDAre, and Adjusted EBITDAre as determined in accordance with GAAP on a historical basis for each of the periods indicated:

(\$ in thousands)	Three Months Ended March 31,	
	2018	2017
<b>Net loss available to common shareholders</b>	\$ (17,491)	\$ (42,391)
Net loss available to participating securities	222	—
Non-controlling interests	(311)	—
Interest expense	92,299	68,572
Depreciation and amortization	144,500	67,577
<b>EBITDA</b>	219,219	93,758
Gain on sale of property, net of tax	(5,502)	(14,321)
Impairment on depreciated real estate investments	603	1,037
<b>EBITDAre</b>	214,320	80,474
Share-based compensation expense <sup>(1)</sup>	9,498	44,244
IPO related expenses	—	7,631
Merger and transaction-related expenses	4,367	—
Severance	2,659	—
Casualty losses, net <sup>(2)</sup>	5,518	167
Other, net <sup>(3)</sup>	(1,736)	226
<b>Adjusted EBITDAre</b>	\$ 234,626	\$ 132,742

- (1) For the three months ended March 31, 2018 and 2017, \$7,554 and \$40,271 was recorded in general and administrative expense, respectively, and \$1,944 and \$3,973 was recorded in property management expense, respectively.
- (2) Includes \$4,183 for losses/damages related to Hurricanes Irma and Harvey for the three months ended March 31, 2018.
- (3) Includes interest income and other miscellaneous income and expenses.

#### **Net Operating Income**

NOI is a non-GAAP measure often used to evaluate the performance of real estate companies. We define NOI for an identified population of homes as rental revenues and other property income less property operating and maintenance expense (which consists primarily of property taxes, insurance, HOA fees (when applicable), market-level personnel expenses, repairs and maintenance, leasing costs, and marketing expense). NOI excludes: interest expense; depreciation and amortization; general and administrative expense; property management expense; impairment and other; acquisition costs; (gain) loss on sale of property, net of tax; and interest income and other miscellaneous income and expenses.

We consider NOI to be a meaningful supplemental financial measure of our performance when considered with the financial statements determined in accordance with GAAP. We believe NOI is helpful to investors in understanding the core performance of our real estate operations. The GAAP measure most directly comparable to NOI is net income or loss. NOI is not used as a measure of liquidity and should not be considered as an alternative to net income or loss or any other measure of financial performance presented in accordance with GAAP. Our NOI may not be comparable to the NOI of other companies due to the fact that not all companies use the same definition of NOI. Accordingly, there can be no assurance that our basis for computing this non-GAAP measure is comparable with that of other companies.

We believe that Same Store NOI is also a meaningful supplemental measure of our operating performance for the same reasons as NOI and is further helpful to investors as it provides a more consistent measurement of our performance across reporting periods by reflecting NOI for homes in our Same Store portfolio.

The following table presents a reconciliation of net loss to NOI for our total portfolio and NOI for our Same Store portfolio as determined in accordance with GAAP on a historical basis for each of the periods indicated:

(\$ in thousands)	Three Months Ended March 31,	
	2018	2017
<b>Net loss available to common shareholders</b>	\$ (17,491)	\$ (42,391)
Net loss available to participating securities	222	—
Non-controlling interests	(311)	—
Interest expense	92,299	68,572
Depreciation and amortization	144,500	67,577
General and administrative <sup>(1)</sup>	27,636	58,266
Property management expense <sup>(2)</sup>	17,164	11,449
Impairment and other <sup>(3)</sup>	6,121	1,204
Gain on sale of property, net of tax	(5,502)	(14,321)
Other, net <sup>(4)</sup>	(1,736)	226
<b>NOI (total portfolio)</b>	<b>262,902</b>	<b>150,582</b>
Starwood Waypoint Homes NOI <sup>(5)</sup>	—	90,852
Non-Same Store NOI	(28,442)	(15,015)
<b>NOI (Same Store portfolio)<sup>(6)</sup></b>	<b>\$ 234,460</b>	<b>\$ 226,419</b>

(1) Includes \$7,554 and \$40,271 of share-based compensation expense for the three months ended March 31, 2018 and 2017, respectively.

(2) Includes \$1,944 and \$3,973 of share-based compensation expense for the three months ended March 31, 2018 and 2017, respectively.

(3) Includes \$4,183 for losses/damages related to Hurricanes Irma and Harvey for the three months ended March 31, 2018.

(4) Includes interest income and other miscellaneous income and expenses.

(5) Represents NOI generated by SWH prior to its merger with Invitation Homes, expressed using Invitation Homes' definition of NOI.

(6) The Same Store portfolio (consisting of homes which had commenced their initial post-renovation lease prior to October 1st of the year prior to the first year of the comparison period) totaled 72,109 homes for the three months ended March 31, 2018 and 2017.

#### *Funds from Operations, Core Funds from Operations, and Adjusted Funds from Operations*

FFO, Core FFO, and Adjusted FFO are supplemental, non-GAAP measures often utilized to evaluate the performance of real estate companies. FFO is defined by Nareit as net income or loss (computed in accordance with GAAP) excluding gains or losses from sales of previously depreciated real estate assets, plus depreciation, amortization and impairment of real estate assets, and adjustments for unconsolidated partnerships and joint ventures.

We believe that FFO is a meaningful supplemental measure of the operating performance of our business because historical cost accounting for real estate assets in accordance with GAAP assumes that the value of real estate assets diminishes predictably over time, as reflected through depreciation and amortization. Because real estate values have historically risen or fallen with market conditions, management considers FFO an appropriate supplemental performance measure as it excludes historical cost depreciation and amortization, impairment on depreciated real estate investments, gains or losses related to sales of previously depreciated homes, as well non-controlling interests, from GAAP net income or loss. By excluding depreciation and amortization and gains or losses on sales of real estate, management uses FFO to measure returns on its investments in homes. However, FFO excludes depreciation and amortization and captures neither the changes in the value of the homes that result from use or market conditions nor the level of capital expenditures to maintain the operating performance of the homes, all of which have real economic effect and could materially affect our results from operations, the utility of FFO as a measure of our performance is limited.

Management also believes that FFO, combined with the required GAAP presentations, is useful to investors in providing more meaningful comparisons of the operating performance of a company's real estate between periods or as compared to other companies. The GAAP measure most directly comparable to FFO is net income or loss. FFO is not used as a measure of our liquidity and should not be considered an alternative to net income or loss or any other measure of financial performance presented in accordance with GAAP. Our FFO may not be comparable to the FFO of other companies due to the fact that not all companies use the same definition of FFO. Accordingly, there can be no assurance that our basis for computing this non-GAAP measures is comparable with that of other companies.

We believe that Core FFO and Adjusted FFO are also meaningful supplemental measures of our operating performance for the same reasons as FFO and are further helpful to investors as they provides a more consistent measurement of our performance across reporting periods by removing the impact of certain items that are not comparable from period to period. We define Core FFO as FFO adjusted for noncash interest expense related to amortization of deferred financing costs, loan discounts, noncash interest expense for derivatives, share-based compensation expense, IPO related expenses, merger and transaction-related expenses, severance expense, casualty losses, net, and acquisition costs, as applicable. We define Adjusted FFO as Core FFO less recurring capital expenditures that are necessary to help preserve the value of and maintain functionality of our homes. The GAAP measure most directly comparable to Core FFO and Adjusted FFO is net income or loss. Core FFO and Adjusted FFO are not used as measures of our liquidity and should not be considered alternatives to net income or loss or any other measure of financial performance presented in accordance with GAAP. Our Core FFO and Adjusted FFO may not be comparable to the Core FFO and Adjusted FFO of other companies due to the fact that not all companies use the same definition of Core FFO and Adjusted FFO. Accordingly, there can be no assurance that our basis for computing this non-GAAP measures is comparable with that of other companies.

The following table presents a reconciliation of net loss to FFO, Core FFO, and Adjusted FFO as determined in accordance with GAAP on a historical basis for each of the periods indicated:

(in thousands, except shares and per share data)	Three Months Ended March 31,	
	2018	2017
<b>Net loss available to common shareholders</b>	\$ (17,491)	\$ (42,391)
Add (deduct) adjustments from net loss to derive FFO:		
Net loss available to participating securities	222	—
Non-controlling interests	(311)	—
Depreciation and amortization on real estate assets	143,108	66,653
Impairment on depreciated real estate investments	603	1,037
Net gain on sale of previously depreciated investments in real estate	(5,502)	(14,321)
<b>FFO</b>	<b>120,629</b>	<b>10,978</b>
Noncash interest expense related to amortization of deferred financing costs, loan discounts and noncash interest expense from derivatives	8,495	15,134
Share-based compensation expense <sup>(1)</sup>	9,498	44,244
IPO related expenses	—	7,631
Merger and transaction-related expenses	4,367	—
Severance expense	2,659	45
Casualty losses, net <sup>(2)</sup>	5,518	167
<b>Core FFO</b>	<b>151,166</b>	<b>78,199</b>
Recurring capital expenditures	(25,393)	(9,229)
<b>Adjusted FFO</b>	<b>\$ 125,773</b>	<b>\$ 68,970</b>
Weighted average common shares outstanding — diluted <sup>(3)</sup>	530,314,568	311,948,259
FFO per common share – diluted	\$ 0.23	\$ 0.04
Core FFO per common share – diluted	\$ 0.29	\$ 0.25
AFFO per common share – diluted	\$ 0.24	\$ 0.22

(1) For the three months ended March 31, 2018 and 2017, \$7,554 and \$40,271 was recorded in general and administrative expense, respectively, and \$1,944 and \$3,973 was recorded in property management expense, respectively.

(2) Includes \$4,183 for losses/damages related to Hurricanes Irma and Harvey for the three months ended March 31, 2018.

(3) Weighted average common shares outstanding – diluted was calculated using the treasury stock method and represents common share equivalents that are dilutive for FFO, Core FFO, and AFFO.

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our future income, cash flows, and fair values relevant to financial instruments are dependent upon prevalent market interest rates. Market risk refers to the risk of loss from adverse changes in interest rates, seasonality, market prices, commodity prices, and inflation. The primary market risks to which we are exposed are interest rate risk and seasonality. We may in the future use derivative financial instruments to manage, or hedge, interest rate risks related to any borrowings we may have. We may enter into such contracts only with major financial institutions based on their credit ratings and other factors.



### ***Interest Rate Risk***

A primary market risk to which we believe we are exposed is interest rate risk, which may result from many factors, including government monetary and tax policies, domestic and international economic and political considerations, and other factors that are beyond our control. We may incur additional variable rate debt in the future, including additional amounts that we may borrow under the Credit Facility. In addition, decreases in interest rates may lead to additional competition for the acquisition of single-family homes, which may lead to future acquisitions being more costly and resulting in lower yields on single-family homes targeted for acquisition. Significant increases in interest rates may also have an adverse impact on our earnings if we are unable to increase rents on expired leases or acquire single-family homes with rental rates high enough to offset the increase in interest rates on our borrowings.

As of March 31, 2018, our outstanding variable-rate debt was comprised of borrowings on our mortgage loans of \$6,422.1 million, Revolving Facility of \$15.0 million, and Term Loan Facility of \$1,500.0 million of which 77.1% was effectively converted to fixed rate through interest rate swap agreements. Additionally, all borrowings bear interest at LIBOR plus the applicable spread. Assuming no change in the outstanding balance of our existing debt, the projected effect of a 100 basis point increase or decrease in LIBOR on our annual interest expense would be an estimated increase or decrease of \$17.9 million or \$18.2 million, respectively. This estimate considers the impact of our interest rate swap agreements, interest rate cap agreements, and any LIBOR floors or minimum interest rates stated in the agreements of the respective borrowings.

This analysis does not consider the effects of the reduced level of overall economic activity that could exist in such an environment. Further, in the event of a change of such magnitude, we may consider taking actions to further mitigate our exposure to the change. However, because of the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis assumes no changes in our capital structure.

### ***Seasonality***

Our business and related operating results have been, and we believe that they will continue to be, impacted by seasonal factors throughout the year. In particular, we have experienced higher levels of resident move-outs during the summer months, which impacts both our rental revenues and related turnover costs. Further, our property operating costs are seasonally impacted in certain markets by increases in expenses such as HVAC repairs, costs to re-resident, and landscaping expenses during the summer season.

## **ITEM 4. CONTROLS AND PROCEDURES**

### ***Disclosure Controls and Procedures***

We maintain a set of disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) designed to ensure that information required to be disclosed in reports we file or submit under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. The design of any disclosure controls and procedures is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its goals under all potential future conditions. Any controls and procedures, no matter how well designed and operated, can provide only reasonable, not absolute, assurance of achieving the desired control objectives. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of March 31, 2018. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2018, the design and operation of our disclosure controls and procedures were effective to accomplish their objectives at the reasonable assurance level. Consistent with guidance issued by the SEC, the scope of management's assessment of the effectiveness of our disclosure controls and procedures did not include the internal controls over financial reporting of SWH, which we acquired on November 16, 2017 and which represented 49.3% of our consolidated assets and 40.9% of our consolidated revenues as of and for the quarter ended March 31, 2018, respectively.

***Changes in Internal Control***

There has been no change in our internal control over financial reporting as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. As mentioned above, the Company acquired SWH on November 16, 2017. The Company is in the process of reviewing the internal control structure of SWH and, if necessary, will make appropriate changes as it integrates SWH into the Company's overall internal control over financial reporting process.

## PART II

### ITEM 1. LEGAL PROCEEDINGS

We are subject to various legal proceedings and claims that arise in the ordinary course of our business. We accrue a liability when we believe that it is both probable that a liability has been incurred and that we can reasonably estimate the amount of the loss. We do not believe these matters will have a material adverse effect on our condensed consolidated financial statements, and no accrual for the following matter has been recorded in our condensed consolidated financial statements, as we have not determined that any loss is probable, nor is the amount of any potential loss estimable.

#### Other Matters

##### *SEC Investigation “In the Matter of Certain Single Family Rental Securitizations”*

Radian Group Inc. (“Radian”), the indirect parent company of Green River Capital LLC (“GRC”), which is a service provider that provides certain broker price opinions (“BPO”) to the Company, disclosed in its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2017 that GRC had received a letter in March 2017 from the staff of the SEC stating that it is conducting an investigation captioned “In the Matter of Certain Single Family Rental Securitizations” and requesting information from market participants. Radian disclosed that the letter asked GRC to provide information regarding BPOs that GRC provided on properties included in single family rental securitization transactions.

In September 2017, we received a letter from the staff of the SEC stating that it is conducting an investigation captioned “In the Matter of Certain Single Family Rental Securitizations.” The letter enclosed a subpoena that requests the production of certain documents and communications related to our Securitizations, including, without limitation, those related to BPOs provided on our properties included in our Securitizations. The SEC letter indicates that its investigation is a fact-finding inquiry and does not mean that the SEC has a negative opinion of any person or security. We are cooperating with the SEC and have provided information requested in the subpoena. We understand that other transaction parties in securitizations have received requests in this matter. As the SEC’s investigation is ongoing, we cannot currently predict the timing, outcome or scope of such investigation.

### ITEM 1A. RISK FACTORS

For a discussion of our potential risks or uncertainties, you should carefully read and consider risk factors previously disclosed under Part I. Item 1A. “Risk Factors” of our Annual Report on Form 10-K.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

#### Recent Sale of Unregistered Securities

Pursuant to the Amended and Restated Agreement of Limited Partnership of Invitation Homes Operating Partnership LP, dated as of August 9, 2017 (the “INVH LP Agreement”), entered into in connection with the Mergers, affiliates of SWH were admitted as limited partners and issued partnership units in INVH LP (the “OP Units”), which are redeemable for shares of our common stock on a one-for-one basis or, in our sole discretion, cash. On March 9, 2018, Starwood Capital Group Global, LP tendered its notice of redemption of 405,037 Partnership Common Units and was issued an equal number of shares of our common stock. The issuance of such shares of common stock was not registered under the Securities Act, because the shares were offered and sold in a transaction by the issuer not involving any public offering exempt from registration under Section 4(a)(2) of the Securities Act.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

### ITEM 5. OTHER INFORMATION

None.

#### EXHIBIT INDEX

<u>Exhibit number</u>	<u>Description</u>
3.1	<a href="#"><u>Charter of Invitation Homes Inc., dated as of February 6, 2017 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 1-38004) filed on February 6, 2017).</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of Invitation Homes Inc., dated as of February 6, 2017 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K (File No. 1-38004) filed on February 6, 2017).</u></a>
10.1	<a href="#"><u>Loan Agreement, dated as of February 8, 2018, between IH 2018-1 Borrower, LP, as Borrower, and JPMorgan Chase Bank, National Association, as Lender (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 1-38004) filed on February 12, 2018).</u></a>
10.2	<a href="#"><u>Loan Agreement, dated as of May 8, 2018, between IH 2018-2 Borrower, LP, as Borrower, and JPMorgan Chase Bank, National Association, as Lender (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No. 1-38004) filed on May 9, 2018).</u></a>
10.3	<a href="#"><u>Invitation Homes Inc. Executive Severance Plan (incorporated by reference to Exhibit 10.47 to the Company's Annual Report on Form 10-K (File No. 1-38004) filed March 29, 2018).</u></a> †
10.4	<a href="#"><u>Form of Award Notice and Restricted Stock Unit Agreement (2018 LTIP Equity Award) (incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K (File No. 1-38004) filed March 29, 2018).</u></a> †
10.5	<a href="#"><u>Form of Award Notice and Restricted Stock Unit Agreement (2018 Supplemental Bonus Award). (incorporated by reference to Exhibit 10.41 to the Company's Annual Report on Form 10-K (File No. 1-38004) filed March 29, 2018).</u></a> †
10.6	<a href="#"><u>Form of Award Notice and Restricted Stock Unit Agreement for Mr. Frederick C. Tuomi (2018 LTIP Equity Award).</u></a> †

<u>Exhibit number</u>	<u>Description</u>
10.7	<a href="#"><u>Form of Award Notice and Restricted Stock Unit Agreement for Mr. Frederick C. Tuomi (2018 Supplemental Bonus Award).</u></a> †
10.8	<a href="#"><u>Letter Agreement by and between the Company and Mr. Frederick C. Tuomi relating to Award Notice and Restricted Stock Unit Agreement (Sign-On Award - Mr. Tuomi).</u></a> †
10.9	<a href="#"><u>Form of Indemnification Agreement of Colony Starwood Homes (incorporated by reference to Exhibit 10.2 of the SWH's Current Report on Form 8-K (File No. 1-36163) filed January 8, 2016).</u></a> †
10.10	<a href="#"><u>Securities Purchase Agreement, dated as of June 5, 2017, between Waypoint/GI Venture, LLC and CSH Property Three, LLC (incorporated by reference to Exhibit 10.1 of the SWH's Current Report on Form 8-K (File No. 1-36163) filed June 5, 2017).</u></a>
31.1	<a href="#"><u>Certificate of Frederick C. Tuomi, President and Chief Executive Officer, pursuant to Section 302 of the SarbanesOxley Act of 2002.</u></a>
31.2	<a href="#"><u>Certificate of Ernest M. Freedman, Executive Vice President and Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
32.1	<a href="#"><u>Certificate of Frederick C. Tuomi, President and Chief Executive Officer, pursuant to Section 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u></a>
32.2	<a href="#"><u>Certificate of Ernest M. Freedman, Executive Vice President and Chief Financial Officer, pursuant to Section 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).</u></a>
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

† This document has been identified as a management contract or compensatory plan or arrangement.

Certain agreements and other documents filed as exhibits to this Quarterly Report on Form 10-Q contain representations and warranties that the parties thereto made to each other. These representations and warranties have been made solely for the benefit of the other parties to such agreements and may have been qualified by certain information that has been disclosed to the other parties to such agreements and other documents and that may not be reflected in such agreements and other documents. In addition, these representations and warranties may be intended as a way of allocating risks among parties if the statements contained therein prove to be incorrect, rather than as actual statements of fact. Accordingly, there can be no reliance on any such representations and warranties as characterizations of the actual state of facts. Moreover, information concerning the subject matter of any such representations and warranties may have changed since the date of such agreements and other documents.

## SIGNATURES

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

Invitation Homes Inc.

By: /s/ Ernest M. Freedman

Name: Ernest M. Freedman

Title: Executive Vice President and Chief  
Financial Officer

(Principal Financial Officer)

By: /s/ Kimberly K. Norrell

Name: Kimberly K. Norrell

Title: Senior Vice President and Chief Accounting  
Officer

(Principal Accounting Officer)

Date: May 15, 2018

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## Section 2: EX-10.6 (EXHIBIT 10.6)

Exhibit 10.6

### AWARD NOTICE AND RESTRICTED STOCK UNIT AGREEMENT (2018 Annual LTIP Award Agreement)

#### INVITATION HOMES INC. 2017 OMNIBUS INCENTIVE PLAN

The Participant has been granted Restricted Stock Units (“RSUs”) with the terms set forth in this Award Notice, and subject to the terms and conditions of the Plan and the Restricted Stock Unit Agreement entered into by and between the Participant and the Company to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Restricted Stock Unit Agreement and the Plan, as applicable.

<u>Participant:</u>	Frederick C. Tuomi
<u>Date of Grant:</u>	March 1, 2018
<u>Vesting Start Date:</u>	March 1, 2018
<u>Time Vesting RSUs Granted:</u>	[•] RSUs
<u>Performance Vesting (Target) RSUs Granted:</u>	[•], consisting of:
	[•] Tranche I Performance Vesting (Target) RSUs
	[•] Tranche II Performance Vesting (Target) RSUs

**1. Time Vesting RSUs.** The Time Vesting RSUs shall vest in equal installments on each of the first three anniversaries of the Vesting Start Date, subject to the Participant’s continued employment through the applicable vesting date; provided, that if the number of RSUs specified above is not evenly divisible by three, then no fractional units shall vest and the installments shall be as equal as possible with the smaller installments vesting first.

**2. Performance Vesting RSUs.** The Performance Vesting RSUs will become earned ("Earned RSUs") based on the achievement of the Performance Conditions set forth below with respect to the Performance Period specified below.



(a) **Performance Conditions.** The number of Performance Vesting RSUs in each tranche that become Earned RSUs shall be based on the achievement of the Performance Conditions set forth below applicable to such tranche, with the number of Performance Vesting RSUs earned in respect of such tranche equal to (x) the target number of Performance Vesting RSUs in such tranche multiplied by (y) the applicable Percentage of Award Earned for such tranche (calculated in accordance with 2(b)), rounded down to the nearest whole share. Notwithstanding the foregoing, if INVH TSR (i.e., total shareholder return) for the Performance Period is negative, the Tranche I Performance Vesting RSUs shall not vest at a level greater than target.

Tranche	Performance Condition	Performance Period	Threshold Level of Achievement	Target Level of Achievement	Maximum Level of Achievement
Tranche I	INVH TSR Relative to RMS Index CAGR	January 1, 2018 – December 31, 2020	[•]	[•]	[•]
Tranche II	Same Store NOI Growth CAGR	January 1, 2018 – December 31, 2020	[•]	[•]	[•]

(b) **Calculation of Number of Earned Units.** Following the last day of the Performance Period, the Committee shall calculate the Percentage of Award Earned with respect to each tranche, based on the percentages specified below. If actual performance with respect to any tranche is between “Threshold” and the “Target” or the “Target” and “Maximum” levels of achievement, the Percentage of Award Earned shall be determined using linear interpolation (and rounded to the nearest whole percentage point) between such numbers. In the event that actual performance does not meet the Threshold Level of Achievement with respect to any tranche, the “Percentage of Award Earned” with respect to such tranche shall be zero. All determinations with respect to whether and the extent to which a Performance Condition has been achieved shall be made by the Committee in its sole discretion and the applicable Performance Conditions shall not be achieved and the applicable Performance Vesting RSUs shall not become Earned RSUs until the Committee certifies in writing the extent to which such Performance Conditions have been met.

Level of Achievement	Percentage of Award Earned
Below Threshold	0%
Threshold	50%
Target	100%
Maximum	150%
Above Maximum	150%

(c) **Unvested RSUs Forfeited.** Any Performance Vesting RSUs which do not become Earned RSUs based on actual performance during the Performance Period shall be forfeited as of the last day of the Performance Period, except to the extent set forth in the Restricted Stock Unit Agreement.

### 3. Vesting of Earned RSUs.

(a) Any Performance Vesting RSUs that become Earned RSUs shall become vested on the Determination Date for the Performance Period.

(b) Vested RSUs shall be settled in accordance with the terms of the Restricted Stock Unit Agreement.

### 4. Definitions. For the purposes of this Award Notice:

(a) “Beginning Share Price” with respect to the Performance Period shall mean the 20 day trailing average closing stock price as of (but excluding) the first day of the Performance Period (subject to adjustment in accordance with Section 14 of the Plan).

(b) “CAGR” shall mean compounded annual growth rate, and shall be expressed as a percentage (rounded to the nearest tenth of a percent 0.1%) and shall be calculated for a performance period using the following formula:

$$CAGR = \left( \frac{\text{ending performance measure}_n}{\text{beginning performance measure}_{2017}} \right)^{1/3} - 1.0$$

(c) “Determination Date” shall mean, with respect to the Performance Period, the date the Performance Conditions for such Performance Period are certified by the Committee in writing.

(d) “Ending Share Price” with respect to the Performance Period shall mean the 20 day trailing average closing stock price through (and including) the last trading day of a Performance Period.

(e) “INVH TSR” shall be calculated as the CAGR, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value per Share during the Performance Period due to the appreciation or depreciation in the price per Share and dividends paid during the Performance Period, assuming dividends are reinvested on their respective ex-dividend dates, and calculated using the Beginning Share Price and the Ending Share Price.

(f) “INVH TSR Relative to RMS Index CAGR” in respect of the Performance Period shall mean the INVH TSR for the Performance Period, less the RMS Index CAGR for the Performance Period. For the avoidance of doubt, the intent of the Committee is that RMS Index CAGR over the Performance Period be calculated in a manner designed to produce a fair comparison between the INVH TSR percentage and the RMS Index CAGR for the purpose of determining INVH TSR Relative to RMS Index CAGR.

(g) “RMS Index CAGR” shall be calculated as the CAGR, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value of the MSCI US REIT Index during the Performance Period due to the appreciation or depreciation in the

index during the Performance Period, but using (x) the 20 day trailing average closing price of the index as of (but excluding) the first day of the Performance Period and (y) the 20 day trailing average closing price of the index through (and including) the last trading day of a Performance Period.

(h) “Same Store NOI Growth” means net operating income for an identified population of homes as set forth in the Company’s annual and quarterly reports filed with the SEC in respect of the actual Performance Period.

**RESTRICTED STOCK UNIT AGREEMENT  
(2018 GRANT)**

**INVITATION HOMES INC.  
2017 OMNIBUS INCENTIVE PLAN**

This Restricted Stock Unit Agreement, effective as of the Date of Grant (as defined below), is between Invitation Homes Inc., a Maryland corporation (the "Company"), and the Participant (as defined below).

**WHEREAS**, the Company has adopted the Invitation Homes Inc. 2017 Omnibus Incentive Plan (as it may be amended, the "Plan") in order to provide additional incentives to selected officers, employees, consultants and advisors of the Company Group; and

**WHEREAS**, the Committee (as defined in the Plan) responsible for administration of the Plan has determined to grant RSUs to the Participant as provided herein and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to such RSUs.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Agreement" shall mean this Restricted Stock Unit Agreement including (unless the context otherwise requires) the Award Notice and Appendix A.

(b) "Award Notice" shall mean the notice to the Participant with respect to the RSUs granted under this Agreement.

(c) "Constructive Termination" shall have the meaning set forth in any employment agreement, or if no such agreement exists, the meaning set forth in any other agreement providing for severance benefits (including a participation notice under the Company's Executive Severance Plan) entered into by the Participant and a member of the Company Group, as may be amended, modified or supplemented from time to time, or, if no such agreement exists at the time of a termination of employment or service, (i) a material reduction in the Participant's total compensation opportunity (measured as base salary, target annual bonus opportunity, and target long-term cash incentive opportunity in the aggregate) other than in connection with an across-the-board reduction of compensation which does not exceed 10% of the Participant's base salary and that is applied to all senior executives of the Company; or (ii) a relocation of the Participant's principal place of employment by more than 50 miles; provided that any event described in clause (i) or (ii) above shall not constitute a Constructive Termination unless the Company fails to cure such event within 30 days after

receipt from the Participant of written notice of the event which otherwise would constitute Constructive Termination; and provided, further, that “Constructive Termination” shall cease to exist for an event on the 60<sup>th</sup> day following the Participant’s knowledge thereof, unless the Participant has given the Board written notice thereof prior to such date.

(d) “Date of Grant” shall mean the “Date of Grant” listed in the Award Notice.

(e) “Detrimental Activity” shall mean the Participant’s (i) willful or repeated failure or refusal to perform such duties which results in demonstrable material harm to the Company Group, following written notice from the Committee and ten days opportunity to cure; (ii) conviction of, or plea of guilty or no contest to, (A) any felony; or (B) any other crime that results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any other member of the Company Group; (iii) fraud or misappropriation, embezzlement or misuse of funds or property belonging to the Company or any other member of the Company Group; or (iv) act of personal dishonesty that involves personal profit in connection with the Participant’s employment or service to the Service Recipient.

(f) “Participant” shall mean the “Participant” listed in the Award Notice.

(g) “Qualifying Termination” shall mean the Participant’s employment or service, as applicable, with the Company Group is terminated by the Company Group without Cause, or is terminated by the Participant following a Constructive Termination.

(h) “Restrictive Covenant Violation” shall mean the Participant’s breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity, solicitation of the Company’s vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.

(i) “Retirement” shall mean the Participant’s voluntary resignation from employment, other than while grounds for “Cause” exist, when (x) the Participant’s age is at least 60 and (y) the sum of the Participant’s age and years of service is at least 65.

(j) “RSUs” shall mean that number of Restricted Stock Units listed in the Award Notice as “Restricted Stock Units Granted.”

(k) “Shares” shall mean a number of shares of the Company’s Common Stock equal to the number of RSUs.

(l) “Years of Service” shall mean the number of full months (converted to years) of employment and other business relationships with the Company and its predecessors.

**2. Grant of Units.** The Company hereby grants the RSUs to the Participant, each of which represents the right to receive one Share upon vesting of such RSU, subject to and

in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

**3. RSU Account.** The Company shall cause an account (the "Unit Account") to be established and maintained on the books of the Company to record the number of RSUs credited to the Participant under the terms of this Agreement. The Participant's interest in the Unit Account shall be that of a general, unsecured creditor of the Company.

**4. Vesting; Settlement.** The RSUs shall become vested in accordance with the schedule set forth on the Award Notice. The Company shall deliver to the Participant one share of Common Stock for each RSU (as adjusted under the Plan) which becomes vested in a given calendar year, pursuant to Section 13, below, and such vested RSU shall be cancelled upon such delivery.

**5. Termination of Employment.**

(a) In the event that the Participant's employment or service, as applicable, with the Company Group terminates for any reason, any unvested RSUs shall be forfeited and all of the Participant's rights hereunder with respect to such unvested RSUs shall cease as of the effective date of termination (the "Termination Date") (unless otherwise provided for by the Committee in accordance with the Plan or this Agreement).

(b) Notwithstanding the foregoing, in the event of a Qualifying Termination, subject to the Participant's execution and non-revocation of the Company's standard form of release of claims:

(i) The next installment of Time Vesting RSUs which could become vested in accordance with the Award Notice, and all Earned RSUs outstanding under this Agreement, shall become vested and settled in accordance with this Agreement.

(ii) With respect to any Performance Vesting RSUs for which the Performance Period has not been completed, a prorated portion of the Performance Vesting RSUs will remain outstanding and eligible to vest based on actual performance on the last day of the Performance Period, with such proration based on the number of days the Participant was employed during the Performance Period, relative to the total number of days in the Performance Period. Any Performance Vesting RSUs which become Earned RSUs following the Determination Date shall become vested and settled in accordance with Section 4 as soon as practicable following the Determination Date.

(c) Notwithstanding the foregoing, in the event the Participant's employment or service with the Company Group is terminated by the Company Group following the Participant's death or during the Participant's Disability, subject to the Participant's or executor's execution and non-revocation of the Company's standard form of release of claims:

(i) the Time Vesting RSUs and any Earned RSUs outstanding under this Agreement shall become vested as of the Termination Date and settled as soon as practicable following the Termination Date.

(ii) With respect to any Performance Vesting RSUs for which the Performance Period has not been completed, a prorated portion of the Performance Vesting RSUs will remain outstanding and eligible to vest based on actual performance on the last day of the Performance Period, with such proration based on the number of days the Participant was employed during the Performance Period, relative to the total number of days in the Performance Period. Any Performance Vesting RSUs which become Earned RSUs following the Determination Date shall become vested and settled in accordance with Section 4 as soon as practicable following the Determination Date.

(d) Notwithstanding the foregoing, in the event of a Participant's Retirement following written notice at least six months prior to the date of the Participant's resignation:

(i) The Time Vesting RSUs outstanding under this Agreement shall remain outstanding and eligible to vest so long as no Restrictive Covenant Violation occurs, as determined by the Committee, or its designee, in its sole discretion, prior to the applicable vesting date.

(ii) Earned RSUs outstanding under this Agreement shall remain outstanding and eligible to vest so long as no Restrictive Covenant Violation occurs, as determined by the Committee, or its designee, in its sole discretion, prior to the applicable vesting date.

(iii) A prorated number of Performance Vesting RSUs shall remain outstanding and eligible to become Earned RSUs, notwithstanding the Participant's Retirement, based on the extent to which the Performance Conditions are satisfied following the completion of the Performance Period, with such proration based on the number of days the Participant was employed during the Performance Period, relative to the total number of days in the Performance Period. Any Performance Vesting RSUs which become Earned RSUs pursuant to this Section 5 (c) shall become vested in accordance with Section 5(c)(ii).

(e) The Participant's rights with respect to the RSUs shall not be affected by any change in the nature of the Participant's employment or service, as applicable, so long as the Participant continues to be an employee or service provider, as applicable, of the Company Group. Whether (and the circumstances under which) the Participant's employment or service, as applicable, has terminated and the determination of the Termination Date for the purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not a director or "officer" as defined under Rule 16a-1(f) of the Exchange Act, its designee, whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee's own employment for purposes of the RSUs). As a pre-condition to a Participant's right to continued vesting following Retirement, the Committee, or its designee, may require

the Participant to certify in writing prior to each applicable vesting date that no Restrictive Covenant Violation has occurred.

**6. Change in Control.**

(a) Treatment of Performance Vesting RSUs.

(i) Calculation of Change in Control Earned RSUs. In the event of a Change in Control during the Participant's employment and prior to the completion of the Performance Period, the Performance Vesting RSUs will become Earned RSUs based on:

(A) the INVH TSR and the RMS Index CAGR as measured through the date of the Change in Control based on the closing price of a Share of the Company on the last trading day immediately prior to the Change in Control (or, if the Company's shares are not publicly traded immediately prior to the Change in Control, based on the value of a Share as determined by the Committee based on the actual or implied price paid in the Change in Control) relative to the performance criteria set forth in the Award Notice, and

(B) the Company's actual Same Store NOI Growth CAGR measured through the most recently completed fiscal quarter relative to the performance criteria set forth in the Award Notice.

The number of Earned RSUs calculated in accordance with the foregoing (the "Change in Control Earned RSUs") shall not be prorated based on the number of completed days in the Performance Period.

(ii) Vesting of Change in Control Earned RSUs. Any Performance Vesting RSUs which become Change in Control Earned RSUs shall become vested as to 50% of such Change in Control Earned RSUs as of the date of the Change in Control, and as to the remaining 50% of the Change in Control Earned RSUs on the first anniversary of the date of the Change in Control.

(b) Certain Terminations Following a Change in Control. Notwithstanding Section 5(a) of this Agreement, in the event of a Qualifying Termination during the 24-month period immediately following a Change in Control, any unvested Time Vesting RSUs, Earned RSUs, and Change in Control Earned RSUs shall become vested as of the Termination Date, and shall thereafter be settled in accordance with this Agreement.

(c) Assumption of Awards. In the event of a Change in Control, in connection with which the successor to the Company fails to assume, convert or replace the RSUs, the Time Vesting RSUs, Earned RSUs, and the Change in Control Earned RSUs, to the extent not assumed, will become vested as of immediately prior to the Change in Control.



## 7. Dividends.

(a) Upon the declaration by the Company of dividends to holders of its Common Stock, the Participant shall be entitled to receive dividend equivalent payments (“Dividend Equivalents”) in respect of all of such Participant’s Time Vesting RSUs and any Earned RSUs, whether unvested or vested and not yet settled, as of the record date for such dividend. The Dividend Equivalents shall be delivered to the Participant on the regular payment date that such dividend is made to all holders of the Company’s Common Stock and in the same form as are delivered to holders of the Company’s Common Stock (i.e., in either cash, without interest, or in shares of Common Stock which Common Stock will not be not subject to any vesting conditions).

(b) Unearned Performance Vesting RSUs shall be entitled to be credited with dividend equivalent payments (upon the payment by the Company of dividends on Shares), which shall accrue in cash without interest and shall be delivered in cash (unless the Committee in its sole discretion, elects to settle such amount in Shares having a Fair Market Value as of the settlement date equal to the amount of such dividends). Accumulated dividend equivalents shall be payable at such time the Performance Vesting RSUs become Earned RSUs. For the avoidance of doubt, dividends accrued in respect of Performance Vesting RSUs shall only be paid to the extent the underlying Performance Vesting RSU becomes an Earned RSU, and to the extent any Performance Vesting RSUs are forfeited and not earned, the Participant shall have no right to such dividend equivalent payments.

**8. Restrictions on Transfer.** The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the Participant’s right under the RSUs to receive Shares, except other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any of its Affiliates; provided, that the designation of a beneficiary (if permitted by the Committee) shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

**9. Repayment of Proceeds; Clawback Policy.** In the event of a Restrictive Covenant Violation or if the Participant engages in Detrimental Activity prior to the fourth anniversary of the Date of Grant, the Participant shall be required, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within 10 business days of the Company’s request to the Participant therefor, an amount equal to the aggregate after-tax proceeds the Participant received upon the sale or other disposition of, or distributions in respect of, the RSUs (including any Dividend Equivalents previously paid) and any Shares issued in respect thereof. In addition, in the event of a restatement of the Company’s financial results (other than a restatement caused by a change in applicable accounting rules or interpretations), the result of which is that the number of RSUs that became Earned RSUs would have been a lower amount had it been calculated based on such restated results, and the Committee determines that the Participant engaged in fraud or intentional illegal conduct which materially contributed to the need for such restatement, the Company shall be entitled to recoup from the Participant, an amount equal to the excess of the compensation received by the Participant over

the amount the Participant would have been entitled to if calculated based on the restated financial results. The amount of any request for clawback or recoupment shall take into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment. The RSUs and all proceeds of the RSUs shall be subject to the Company's clawback policies, if any, and as in effect from time to time, to the extent any such policy is required by law.

**10. No Right to Continued Employment or Engagement.** Neither the Plan nor this Agreement nor the Participant's receipt of the RSUs hereunder shall impose any obligation on the Company or any of its Affiliates to continue the employment or engagement of the Participant. Further, the Company or any of its Affiliates (as applicable) may at any time terminate the employment or engagement of the Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

**11. No Rights as a Stockholder.** The Participant's interest in the RSUs shall not entitle the Participant to any rights as a stockholder of the Company. The Participant shall not be deemed to be the holder of, or have any of the rights and privileges of a stockholder of the Company in respect of, the Shares unless and until such Shares have been issued to the Participant in accordance with Section 13.

**12. Adjustments Upon Change in Capitalization.** The terms of this Agreement, including the RSUs, the Participant's Unit Account, any Dividend Equivalents, and/or the Shares, shall be subject to adjustment in accordance with Section 14 of the Plan. This paragraph shall also apply with respect to any extraordinary dividend or other extraordinary distribution in respect of the Company's Common Stock (whether in the form of cash or other property). In the event of an equity restructuring, the Committee shall adjust any Performance Condition to the extent it is affected by such restructuring in order to preserve (without enlarging) the likelihood that such Performance Condition shall be satisfied. The manner of such adjustment shall be determined by the Committee in its sole discretion. For this purpose, "equity restructuring" shall mean an "equity restructuring" as defined in Financial Accounting Standards Board Accounting Standards Codification 718-10 (formerly Statement of Financial Accounting Standards 123R).

**13. Settlement and Issuance of Shares; Tax Withholding.**

(a) The Company shall, as soon as reasonably practicable (and in any event within two and one-half months of the applicable vesting date or such earlier time provided in Section 4), issue the Share underlying such vested RSU to the Participant, free and clear of all restrictions, less a number of Shares equal to or greater in value than the minimum amount necessary to satisfy federal, state, local or foreign withholding tax requirements, if any (but which may in no event be greater than the maximum statutory withholding amounts in the Participant's jurisdiction) (the "Withholding Taxes") in accordance with Section 16(d) of the Plan (except to the extent the Participant shall have a written agreement with the Company or any of its Affiliates under which the Company or an Affiliate of the Company is responsible for payment of taxes with respect to the issuance of the Shares, in which case the full number of Shares shall be issued). To the extent any Withholding Taxes may become due prior to the

settlement of any RSUs, the Committee may accelerate the vesting of a number of RSUs equal in value to the Withholding Taxes, the Shares delivered in settlement of such RSUs shall be delivered to the Company, and the number of RSUs so accelerated shall reduce the number of RSUs which would otherwise become vested on the next applicable vesting date. The number of RSUs or Shares equal to the Withholding Taxes shall be determined using the closing price per Share on the New York Stock Exchange (or other principal exchange on which the Shares then trade) on the trading day immediately prior to the date of delivery of the Shares to the Participant or the Company, as applicable, and shall be rounded up to the nearest whole RSU or Share.

(b) The Company shall pay any costs incurred in connection with issuing the Shares. Upon the issuance of the Shares to the Participant, the Participant's Unit Account shall be eliminated. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer the Shares as contemplated by this Agreement unless and until such issuance or transfer shall comply with all relevant provisions of law and the requirements of any stock exchange on which the Company's shares are listed for trading.

**14. Award Subject to Plan.** By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

**15. Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

**16. Governing Law; Arbitration and Venue.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of laws provisions thereof.

(b) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement (other than a controversy or claim arising with respect to the matters set forth in Appendix A, to the extent necessary for the Company (or other member of the Company Group, where applicable) to avail itself of the rights and remedies referred to therein) that is not resolved by Participant and the Company (or other member of the Company Group, where applicable) through good-faith negotiations shall be submitted to arbitration in Dallas, Texas and the employment arbitration rules and procedures of the American Arbitration Association, before an arbitrator experienced in employment and compensation disputes who is licensed to practice law in the State of Texas. The determination of the arbitrator shall be conclusive and binding on the Company (or other member of the Company Group, where applicable) and Participant (or its heirs, beneficiaries)

or assigns, where applicable) and judgment may be entered on the arbitrator(s)' award in any court having component jurisdiction. Each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment hereby irrevocably waives (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Maryland; (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum; and (c) any right to a jury trial.

**17. Successors in Interest.** Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

**18. Data Privacy Consent.**

(a) General. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Participant's employer or contracting party (the "Employer") and the Company for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data").

(b) Use of Personal Data; Retention. The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the Participant's local human resources representative. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Personal Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Personal Data, request additional information about the storage and processing

of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative.

(c) **Withdrawal of Consent.** The Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service and career with the Employer will not be adversely affected; the only consequence of the Participant's refusing or withdrawing the Participant's consent is that the Company would not be able to grant RSUs or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

**19. Restrictive Covenants.** The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant will be allowed access to confidential and proprietary information (including, but not limited to, trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "**Restrictive Covenants**"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

**20. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By accepting this Agreement and the grant of the RSUs contemplated hereunder, the Participant expressly acknowledges that (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be suspended or terminated by the Company at any time, to the extent permitted by the Plan; (b) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past; (c) all determinations with respect to future grants of RSUs, if any, including the grant date, the number of Shares granted and the applicable vesting terms, will be at the sole discretion of the Company; (d) the Participant's participation in the Plan is voluntary; (e) the value of the RSUs is an extraordinary item of compensation that is outside the scope of the Participant's employment contract, if any, and nothing can or must automatically be inferred from such employment contract or its consequences; (f) grants of RSUs, and the income and value of same, are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the RSUs shall not constitute an "acquired right" under the applicable law of any jurisdiction; and (g) the future value of the underlying Shares is unknown

and cannot be predicted with certainty. In addition, the Participant understands, acknowledges and agrees that the Participant will have no rights to compensation or damages related to RSU proceeds in consequence of the termination of the Participant's employment for any reason whatsoever and whether or not in breach of contract.

**21. Award Administrator.** The Company may from time to time designate a third party (an "Award Administrator") to assist the Company in the implementation, administration and management of the Plan and any RSUs granted thereunder, including by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of RSU Agreements by Participants.

**22. Section 409A of the Code.**

(a) This Agreement is intended to comply with the provisions of Section 409A of the Code and the regulations promulgated thereunder. Without limiting the foregoing, the Committee shall have the right to amend the terms and conditions of this Agreement in any respect as may be necessary or appropriate to comply with Section 409A of the Code or any regulations promulgated thereunder, including without limitation by delaying the issuance of the Shares contemplated hereunder.

(b) Notwithstanding any other provision of this Agreement to the contrary, if a Participant is a "specified employee" within the meaning of Section 409A of the Code, no payments in respect of any RSU that is "deferred compensation" subject to Section 409A of the Code and which would otherwise be payable upon the Participant's "separation from service" (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six months after the date of the Participant's "separation from service" or, if earlier, the Participant's date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A of the Code that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to any Participant for any payment made under this Plan that is determined to result in an additional tax, penalty or interest under Section 409A of the Code, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A of the Code. Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code.

**23. Book Entry Delivery of Shares.** Whenever reference in this Agreement is made to the issuance or delivery of certificates representing one or more Shares, the Company may elect to issue or deliver such Shares in book entry form in lieu of certificates.

**24. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic

delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**25. Acceptance and Agreement by the Participant.** By accepting the RSUs (including through electronic means), the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Agreement, and the Company's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the RSUs will lapse forty-five (45) days from the Date of Grant, and the RSUs will be forfeited on such date if the Participant shall not have accepted this Agreement by such date. For the avoidance of doubt, the Participant's failure to accept this Agreement shall not affect the Participant's continuing obligation under any other agreement between the Company and the Participant.

**26. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

**27. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**28. Waiver.** The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

**29. Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together with the Award Notice constitute one in the same agreement.

*[Signatures follow]*

INVITATION HOMES INC.

By:

\_\_\_\_\_  
Name:

Title:

Acknowledged and Agreed  
as of the date first written above:

\_\_\_\_\_  
Participant Signature  
\_\_\_\_\_



**APPENDIX A**  
**Restrictive Covenants**

**1. Non-Competition; Nonsolicitation.**

(a) The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Restricted Group (as defined below) and accordingly agrees as follows:

(i) During the Participant's employment or service, as applicable, and for a period equal to one year following the date the Participant ceases employment or service, as applicable, for any reason (the "Restricted Period"), the Participant will not, without the prior written consent from the Company regarding the specific solicitations, engagements, or actions proposed, and such consent to be delivered in its sole, good faith discretion, whether on the Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business the business of any then current or prospective client or customer with whom the Participant (or the Participant's direct reports) had personal contact or dealings on behalf of the Company and its Subsidiaries during the one-year period preceding the Participant's termination of employment or service, as applicable.

(ii) During the Restricted Period, the Participant will not, without prior written consent from the Company regarding the specific engagement, employment, or investment proposed, and such consent to be delivered in its sole, good faith discretion, directly or indirectly:

(A) engage in the Business in any geographical area that is within 20 miles of any geographical area where the Restricted Group engages in the Business (or has plans to engage in the Business during the Restricted Period);

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate to the Business; or

(C) acquire a 10% or greater financial interest in a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant.

(iii) Notwithstanding anything to the contrary in this Appendix A, the provisions of this Section 1 shall not restrict acquisition or ownership of any number of single family homes for personal use by the Participant or up to one hundred additional single family homes as personal investments.

(iv) During the Restricted Period, the Participant will not, whether on the Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group; or

(B) hire any employee of the Restricted Group who provided services to the Restricted Group as of the date of the Participant's termination of employment or service or terminated employment within six months prior to the termination of the Participant's employment or service, as applicable.

Except that Participant shall not be precluded from employing or contacting (1) any such employee who has been terminated by the Restricted Group (including, but not limited to, any employee terminated by the Company in connection with the merger of Starwood Waypoint Homes with the Company), or (2) any person a result of general solicitations not specifically directed at either the Restricted Group or its respective employees.

(v) For purposes of this Appendix A:

(A) "Business" shall mean the business of acquiring controlling investments in, owning, developing, leasing, operating or managing one unit residential real properties for rent, including single-family homes in planned unit developments and individual single family townhomes and individual residential condominium units in a low-rise or high-rise condominium project, where such properties are located in the United States but excluding, for the avoidance of doubt, (1) any activities undertaken with the prior written consent of the Company sought in accordance with sub-sections (a)(i) or (a)(ii), and (2) acting as a broker with respect to leasing and sale transactions.

(B) "Competitor" shall mean any Person engaged in the Business in direct competition with the Company and its Subsidiaries, but excluding any Person for which less than 10% of its revenue during its most recent fiscal year is derived from activities similar to the Business.

(C) "Restricted Group" shall mean, collectively, the Company and its Subsidiaries.

(b) It is expressly understood and agreed that although the Participant and the Restricted Group consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable,

and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) The provisions of this Section 1 shall survive the termination of the Participant's employment or service for any reason

(e) Notwithstanding anything herein to the contrary, Sections 1(a)(i) and 1(a)(ii) shall not apply to the Participant if the Participant's principal place of employment or the state in which the Participant provides services, in each case on the Date of Grant, is located in the State of California.

## **2. Confidentiality; Intellectual Property.**

### (c) Confidentiality.

(i) The Participant will not at any time (whether during or after the Participant's employment or engagement, as applicable) (x) retain or use for the benefit, purposes or account of the Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company and its Affiliates (other than its professional advisers who are bound by confidentiality obligations, lenders and partners or otherwise in performance of the Participant's employment or engagement duties), any proprietary and non-public/confidential information (including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Restricted Group ("Confidential Information") without the prior written authorization of the board of directors of the Company; provided, however, that the conscious awareness of any Confidential Information (as opposed to the physical possession of documentary Confidential Information) by the Participant, and the Participant's consideration of such information in connection with the Participant's pursuit or evaluation of, involvement with or participation in, any project or activity that is not prohibited by this Appendix A shall be deemed not to constitute a breach of Section 2(a)(i)(x) or Section 2(a)(iv)(x) in any manner whatsoever, unless such Participant's use of such Confidential Information has an objective and detrimental impact on the business of the Company and its Subsidiaries.

(ii) "Confidential Information" shall not include any information that is (x) generally known to the industry or the public other than as a result of the Participant's

breach of this covenant; (y) made legitimately available to the Participant by a third party without breach of any confidentiality obligation of which the Participant has knowledge (it being understood that any information made available by an employee, officer or director of the Company Group shall not be protected by this exclusion); or (z) required by law to be disclosed; provided, that with respect to subsection (z) the Participant shall give prompt written notice to the Company of such requirement and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, the Participant will not disclose to anyone, other than the Participant's family (it being understood that, in this Appendix A, the term "family" refers to the Participant, the Participant's spouse, minor children, parents and spouse's parents) and legal or financial advisors, the existence or contents of this Agreement; provided, that the Participant may disclose to any prospective future employer the provisions of Sections 1 and 2 of this Appendix A; provided, further, that any such employer agrees to maintain the confidentiality of such terms. This Section 2(a)(iii) shall terminate if any member of the Company Group publicly discloses a copy of the Restricted Stock Unit Agreement or this Appendix A (or, if any member of the Company Group publicly discloses summaries or excerpts of the Subscription Agreement or this Appendix A, to the extent so disclosed).

(iv) Upon termination of the Participant's employment or service for any reason, the Participant shall (x) except as otherwise provided herein, cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by any member of the Restricted Group; (y) immediately destroy, delete, or return to the Company, at the Company's option and expense, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Participant's possession or control (including any of the foregoing stored or located in the Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that the Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and reasonably cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which the Participant is or becomes aware.

(d) Intellectual Property.

(i) If the Participant creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials), either alone or with third parties, at any time during the Participant's employment or engagement and within the scope of such employment or engagement and with the use of any the Company's resources (the "Company Works"), the Participant

shall promptly and fully disclose the same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(ii) The Participant shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Company Works. If the Company is unable for any other reason, to secure the Participant's signature on any document for this purpose, then the Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Participant's agent and attorney in fact, to act for and in the Participant's behalf and to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iii) The provisions of Section 2 hereof shall survive the termination of the Participant's employment or engagement, in either case, for any reason.

(e) Protected Rights. Nothing contained in this Agreement or any other plan, policy, agreement, or code of conduct or similar arrangement of the Company Group, limits Participant's ability to (i) disclose any information to governmental agencies or commissions as may be required by law, (ii) file a charge or complaint with, or communicate or cooperate with, any U.S. federal, state, or local governmental agency or commission (a "Governmental Entity"), or otherwise participate in any investigation or proceeding that may be conducted by a Governmental Entity with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that in each case all such charges, complaints, communications and disclosures are consistent with applicable law, or (iii) receive an award from a Governmental Entity for information provided under any whistleblower program, including the Participant's right to seek and obtain a whistleblower award for providing information relating to a possible securities law violation to the Securities and Exchange Commission.

**3. Specific Performance.** The Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of Section 1 or 2 of this Appendix A may be inadequate and the Company may suffer irreparable damages as a result of such breach. In recognition of this fact, the Participant agrees that, in the event of a Restrictive Covenant Violation, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

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## Section 3: EX-10.7 (EXHIBIT 10.7)

Exhibit 10.7

**AWARD NOTICE  
AND  
RESTRICTED STOCK UNIT AGREEMENT  
(2018 Supplemental Bonus Award Agreement)**

**INVITATION HOMES INC.  
2017 OMNIBUS INCENTIVE PLAN**

The Participant has been granted Restricted Stock Units ("RSUs") with the terms set forth in this Award Notice, and subject to the terms and conditions of the Plan and the Restricted Stock Unit Agreement entered into by and between the Participant and the Company to which this Award Notice is attached. Capitalized terms used and not defined in this Award Notice shall have the meanings set forth in the Restricted Stock Unit Agreement and the Plan, as applicable.

Participant: Frederick C. Tuomi  
Date of Grant: March 1, 2018  
Vesting Start Date: March 1, 2018  
Supplemental Bonus RSUs Granted: [•]

**Supplemental Bonus RSUs.** The Supplemental Bonus RSUs shall vest in equal installments on each of the first three anniversaries of the Vesting Start Date, subject to the Participant's continued employment through the applicable vesting date; provided, that if the

number of RSUs specified above is not evenly divisible by three, then no fractional units shall vest and the installments shall be as equal as possible with the smaller installments vesting first.

**RESTRICTED STOCK UNIT AGREEMENT  
(2018 SUPPLEMENTAL BONUS GRANT)**

**INVITATION HOMES INC.  
2017 OMNIBUS INCENTIVE PLAN**

This Restricted Stock Unit Agreement, effective as of the Date of Grant (as defined below), is between Invitation Homes Inc., a Maryland corporation (the "Company"), and the Participant (as defined below).

**WHEREAS**, the Company has adopted the Invitation Homes Inc. 2017 Omnibus Incentive Plan (as it may be amended, the "Plan") in order to provide additional incentives to selected officers, employees, consultants and advisors of the Company Group; and

**WHEREAS**, the Committee (as defined in the Plan) responsible for administration of the Plan has determined to grant RSUs to the Participant as provided herein and the Company and the Participant hereby wish to memorialize the terms and conditions applicable to such RSUs.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Agreement" shall mean this Restricted Stock Unit Agreement including (unless the context otherwise requires) the Award Notice and Appendix A.

(b) "Award Notice" shall mean the notice to the Participant with respect to the RSUs granted under this Agreement.

(c) "Constructive Termination" shall have the meaning set forth in any employment agreement, or if no such agreement exists, the meaning set forth in any other agreement providing for severance benefits (including a participation notice under the Company's Executive Severance Plan) entered into by the Participant and a member of the Company Group, as may be amended, modified or supplemented from time to time, or, if no such agreement exists at the time of a termination of employment or service, (i) a material reduction in the Participant's total compensation opportunity (measured as base salary, target annual bonus opportunity, and target long-term cash incentive opportunity in the aggregate) other than in connection with an across-the-board reduction of compensation which does not exceed 10% of the Participant's base salary and that is applied to all senior executives of the Company; or (ii) a relocation of the Participant's principal place of employment by more than 50 miles; provided that any event described in clause (i) or (ii) above shall not constitute a Constructive Termination unless the Company fails to cure such event within 30 days after

receipt from the Participant of written notice of the event which otherwise would constitute Constructive Termination; and provided, further, that “Constructive Termination” shall cease to exist for an event on the 60<sup>th</sup> day following the Participant’s knowledge thereof, unless the Participant has given the Board written notice thereof prior to such date.

(d) “Date of Grant” shall mean the “Date of Grant” listed in the Award Notice.

(e) “Detrimental Activity” shall mean the Participant’s (i) willful or repeated failure or refusal to perform such duties which results in demonstrable material harm to the Company Group, following written notice from the Committee and ten days opportunity to cure; (ii) conviction of, or plea of guilty or no contest to, (A) any felony; or (B) any other crime that results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any other member of the Company Group; (iii) fraud or misappropriation, embezzlement or misuse of funds or property belonging to the Company or any other member of the Company Group; or (iv) act of personal dishonesty that involves personal profit in connection with the Participant’s employment or service to the Service Recipient.

(f) “Participant” shall mean the “Participant” listed in the Award Notice.

(g) “Qualifying Termination” shall mean the Participant’s employment or service, as applicable, with the Company Group is terminated by the Company Group without Cause, or is terminated by the Participant following a Constructive Termination.

(h) “Restrictive Covenant Violation” shall mean the Participant’s breach of the Restrictive Covenants listed on Appendix A or any covenant regarding confidentiality, competitive activity, solicitation of the Company’s vendors, suppliers, customers, or employees, or any similar provision applicable to or agreed to by the Participant.

(i) “Retirement” shall mean the Participant’s voluntary resignation from employment, other than while grounds for “Cause” exist, when (x) the Participant’s age is at least 60 and (y) the sum of the Participant’s age and years of service is at least 65.

(j) “RSUs” shall mean that number of Restricted Stock Units listed in the Award Notice as “Supplemental Bonus RSUs Granted.”

(k) “Shares” shall mean a number of shares of the Company’s Common Stock equal to the number of RSUs.

(l) “Years of Service” shall mean the number of full months (converted to years) of employment and other business relationships with the Company and its predecessors.

**2. Grant of Units.** The Company hereby grants the RSUs to the Participant, each of which represents the right to receive one Share upon vesting of such RSU, subject to and



in accordance with the terms, conditions and restrictions set forth in the Plan, the Award Notice, and this Agreement.

**3. RSU Account.** The Company shall cause an account (the "Unit Account") to be established and maintained on the books of the Company to record the number of RSUs credited to the Participant under the terms of this Agreement. The Participant's interest in the Unit Account shall be that of a general, unsecured creditor of the Company.

**4. Vesting; Settlement.** The RSUs shall become vested in accordance with the schedule set forth on the Award Notice. The Company shall deliver to the Participant one share of Common Stock for each RSU (as adjusted under the Plan) which becomes vested in a given calendar year, pursuant to Section 12, below, and such vested RSU shall be cancelled upon such delivery.

**5. Termination of Employment.**

(a) In the event that the Participant's employment or service, as applicable, with the Company Group terminates for any reason, any unvested RSUs shall be forfeited and all of the Participant's rights hereunder with respect to such unvested RSUs shall cease as of the effective date of termination (the "Termination Date") (unless otherwise provided for by the Committee in accordance with the Plan or this Agreement).

(b) Notwithstanding the foregoing, in the event of a Qualifying Termination, subject to the Participant's execution and non-revocation of the Company's standard form of release of claims, the next installment of Supplemental Bonus RSUs which could become vested in accordance with the Award Notice shall become vested and settled in accordance with this Agreement.

(c) Notwithstanding the foregoing, in the event the Participant's employment or service with the Company Group is terminated by the Company Group following the Participant's death or during the Participant's Disability, subject to the Participant's or executor's execution and non-revocation of the Company's standard form of release of claims, the Supplemental Bonus RSUs outstanding under this Agreement shall become vested as of the Termination Date and settled as soon as practicable following the Termination Date.

(d) Notwithstanding the foregoing, in the event of a Participant's Retirement following written notice at least six months prior to the date of the Participant's resignation, the Supplemental Bonus RSUs outstanding under this Agreement shall remain outstanding and eligible to vest so long as no Restrictive Covenant Violation occurs, as determined by the Committee, or its designee, in its sole discretion, prior to the applicable vesting date.

(e) The Participant's rights with respect to the RSUs shall not be affected by any change in the nature of the Participant's employment or service, as applicable, so long as the Participant continues to be an employee or service provider, as applicable, of the Company Group. Whether (and the circumstances under which) the Participant's employment or service, as applicable, has terminated and the determination of the Termination Date for the

purposes of this Agreement shall be determined by the Committee (or, with respect to any Participant who is not a director or “officer” as defined under Rule 16a-1(f) of the Exchange Act, its designee, whose good faith determination shall be final, binding and conclusive; provided, that such designee may not make any such determination with respect to the designee’s own employment for purposes of the RSUs). As a pre-condition to a Participant’s right to continued vesting following Retirement, the Committee, or its designee, may require the Participant to certify in writing prior to each applicable vesting date that no Restrictive Covenant Violation has occurred.

## **6. Change in Control.**

(a) Certain Terminations Following a Change in Control. Notwithstanding Section 5(a) of this Agreement, in the event of a Qualifying Termination during the 24-month period immediately following a Change in Control, any unvested Supplemental Bonus RSUs shall become vested as of the Termination Date, and shall thereafter be settled in accordance with this Agreement.

(b) Assumption of Awards. In the event of a Change in Control, in connection with which the successor to the Company fails to assume, convert or replace the RSUs, the Supplemental Bonus RSUs, to the extent not assumed, will become vested as of immediately prior to the Change in Control.

**7. Dividends.** Upon the declaration by the Company of dividends to holders of its Common Stock, the Participant shall be entitled to receive dividend equivalent payments (“Dividend Equivalents”) in respect of all of such Participant’s Supplemental Bonus RSUs, whether unvested or vested and not yet settled, as of the record date for such dividend. The Dividend Equivalents shall be delivered to the Participant on the regular payment date that such dividend is made to all holders of the Company’s Common Stock and in the same form as are delivered to holders of the Company’s Common Stock (i.e., in either cash, without interest, or in shares of Common Stock which Common Stock will not be not subject to any vesting conditions).

**8. Restrictions on Transfer.** The Participant may not assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the Participant’s right under the RSUs to receive Shares, except other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any of its Affiliates; provided, that the designation of a beneficiary (if permitted by the Committee) shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

**9. Repayment of Proceeds; Clawback Policy.** In the event of a Restrictive Covenant Violation or if the Participant engages in Detrimental Activity prior to the fourth anniversary of the Date of Grant, the Participant shall be required, in addition to any other remedy available (on a non-exclusive basis), to pay to the Company, within 10 business days of the Company's request to the Participant therefor, an amount equal to the aggregate after-tax proceeds the Participant received upon the sale or other disposition of, or distributions in respect of, the RSUs (including any Dividend Equivalents previously paid) and any Shares issued in respect thereof. The amount of any request for clawback or recoupment shall take into account all amounts of tax that would be recoverable upon a claim of loss for payment of such proceeds in the year of repayment. The RSUs and all proceeds of the RSUs shall be subject to the Company's clawback policies, if any, and as in effect from time to time, to the extent any such policy is required by law.

**10. No Right to Continued Employment or Engagement.** Neither the Plan nor this Agreement nor the Participant's receipt of the RSUs hereunder shall impose any obligation on the Company or any of its Affiliates to continue the employment or engagement of the Participant. Further, the Company or any of its Affiliates (as applicable) may at any time terminate the employment or engagement of the Participant, free from any liability or claim under the Plan or this Agreement, except as otherwise expressly provided herein.

**11. No Rights as a Stockholder.** The Participant's interest in the RSUs shall not entitle the Participant to any rights as a stockholder of the Company. The Participant shall not be deemed to be the holder of, or have any of the rights and privileges of a stockholder of the Company in respect of, the Shares unless and until such Shares have been issued to the Participant in accordance with Section 13.

**12. Adjustments Upon Change in Capitalization.** The terms of this Agreement, including the RSUs, the Participant's Unit Account, any Dividend Equivalents, and/or the Shares, shall be subject to adjustment in accordance with Section 14 of the Plan. This paragraph shall also apply with respect to any extraordinary dividend or other extraordinary distribution in respect of the Company's Common Stock (whether in the form of cash or other property). The manner of such adjustment shall be determined by the Committee in its sole discretion. For this purpose, "equity restructuring" shall mean an "equity restructuring" as defined in Financial Accounting Standards Board Accounting Standards Codification 718-10 (formerly Statement of Financial Accounting Standards 123R).

**13. Settlement and Issuance of Shares; Tax Withholding.**

(a) The Company shall, as soon as reasonably practicable (and in any event within two and one-half months of the applicable vesting date or such earlier time provided in Section 4), issue the Share underlying such vested RSU to the Participant, free and clear of all restrictions, less a number of Shares equal to or greater in value than the minimum amount necessary to satisfy federal, state, local or foreign withholding tax requirements, if any (but which may in no event be greater than the maximum statutory withholding amounts in the Participant's jurisdiction) (the "Withholding Taxes") in accordance with Section 16(d) of the Plan (except to the extent the Participant shall have a written agreement with the Company or

any of its Affiliates under which the Company or an Affiliate of the Company is responsible for payment of taxes with respect to the issuance of the Shares, in which case the full number of Shares shall be issued). To the extent any Withholding Taxes may become due prior to the settlement of any RSUs, the Committee may accelerate the vesting of a number of RSUs equal in value to the Withholding Taxes, the Shares delivered in settlement of such RSUs shall be delivered to the Company, and the number of RSUs so accelerated shall reduce the number of RSUs which would otherwise become vested on the next applicable vesting date. The number of RSUs or Shares equal to the Withholding Taxes shall be determined using the closing price per Share on the New York Stock Exchange (or other principal exchange on which the Shares then trade) on the trading day immediately prior to the date of delivery of the Shares to the Participant or the Company, as applicable, and shall be rounded up to the nearest whole RSU or Share.

(b) The Company shall pay any costs incurred in connection with issuing the Shares. Upon the issuance of the Shares to the Participant, the Participant's Unit Account shall be eliminated. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer the Shares as contemplated by this Agreement unless and until such issuance or transfer shall comply with all relevant provisions of law and the requirements of any stock exchange on which the Company's shares are listed for trading.

**14. Award Subject to Plan.** By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs granted hereunder are subject to the Plan. The terms and provisions of the Plan, as it may be amended from time to time, are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

**15. Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

**16. Governing Law; Arbitration and Venue.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to contracts made and performed wholly within the State of Maryland, without giving effect to the conflict of laws provisions thereof.

(b) Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement (other than a controversy or claim arising with respect to the matters set forth in Appendix A, to the extent necessary for the Company (or other member of the Company Group, where applicable) to avail itself of the rights and remedies referred to therein) that is not resolved by Participant and the Company (or other member of the Company Group, where applicable) through good-faith negotiations shall be submitted to arbitration in Dallas, Texas and the employment arbitration rules and procedures of the American Arbitration Association, before an arbitrator experienced in employment and

compensation disputes who is licensed to practice law in the State of Texas. The determination of the arbitrator shall be conclusive and binding on the Company (or other member of the Company Group, where applicable) and Participant (or its heirs, beneficiaries or assigns, where applicable) and judgment may be entered on the arbitrator(s)' award in any court having component jurisdiction. Each of the Participant, the Company, and any transferees who hold RSUs pursuant to a valid assignment hereby irrevocably waives (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action, or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of Maryland; (b) any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum; and (c) any right to a jury trial.

**17. Successors in Interest.** Any successor to the Company shall have the benefits of the Company under, and be entitled to enforce, this Agreement. Likewise, the Participant's legal representative shall have the benefits of the Participant under, and be entitled to enforce, this Agreement. All obligations imposed upon the Participant and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Participant's heirs, executors, administrators and successors.

**18. Data Privacy Consent.**

(a) General. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Participant's employer or contracting party (the "Employer") and the Company for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data").

(b) Use of Personal Data; Retention. The Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Personal Data by contacting the Participant's local human resources representative. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Personal

Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative.

(c) Withdrawal of Consent. The Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment status or service and career with the Employer will not be adversely affected; the only consequence of the Participant's refusing or withdrawing the Participant's consent is that the Company would not be able to grant RSUs or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact the Participant's local human resources representative.

**19. Restrictive Covenants.** The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Company and its Affiliates, that the Participant will be allowed access to confidential and proprietary information (including, but not limited to, trade secrets) about those businesses, as well as access to the prospective and actual customers, suppliers, investors, clients and partners involved in those businesses, and the goodwill associated with the Company and its Affiliates. Participant accordingly agrees to the provisions of Appendix A to this Agreement (the "Restrictive Covenants"). For the avoidance of doubt, the Restrictive Covenants contained in this Agreement are in addition to, and not in lieu of, any other restrictive covenants or similar covenants or agreements between the Participant and the Company or any of its Affiliates.

**20. Limitation on Rights; No Right to Future Grants; Extraordinary Item of Compensation.** By accepting this Agreement and the grant of the RSUs contemplated hereunder, the Participant expressly acknowledges that (a) the Plan is established voluntarily by the Company, it is discretionary in nature and may be suspended or terminated by the Company at any time, to the extent permitted by the Plan; (b) the grant of RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past; (c) all determinations with respect to future grants of RSUs, if any, including the grant date, the number of Shares granted and the applicable vesting terms, will be at the sole discretion of the Company; (d) the Participant's participation in the Plan is voluntary; (e) the value of the RSUs is an extraordinary item of compensation that is outside the scope of the Participant's employment contract, if any, and nothing can or must automatically be inferred from such employment contract or its consequences; (f) grants of RSUs, and the income and value of same, are not part of normal or expected compensation for any purpose and are not to be used for calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards,

pension or retirement benefits or similar payments, the Participant waives any claim on such basis, and for the avoidance of doubt, the RSUs shall not constitute an “acquired right” under the applicable law of any jurisdiction; and (g) the future value of the underlying Shares is unknown and cannot be predicted with certainty. In addition, the Participant understands, acknowledges and agrees that the Participant will have no rights to compensation or damages related to RSU proceeds in consequence of the termination of the Participant’s employment for any reason whatsoever and whether or not in breach of contract.

**21. Award Administrator.** The Company may from time to time designate a third party (an “Award Administrator”) to assist the Company in the implementation, administration and management of the Plan and any RSUs granted thereunder, including by sending award notices on behalf of the Company to Participants, and by facilitating through electronic means acceptance of RSU Agreements by Participants.

**22. Section 409A of the Code.**

(a) This Agreement is intended to comply with the provisions of Section 409A of the Code and the regulations promulgated thereunder. Without limiting the foregoing, the Committee shall have the right to amend the terms and conditions of this Agreement in any respect as may be necessary or appropriate to comply with Section 409A of the Code or any regulations promulgated thereunder, including without limitation by delaying the issuance of the Shares contemplated hereunder.

(b) Notwithstanding any other provision of this Agreement to the contrary, if a Participant is a “specified employee” within the meaning of Section 409A of the Code, no payments in respect of any RSU that is “deferred compensation” subject to Section 409A of the Code and which would otherwise be payable upon the Participant’s “separation from service” (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six months after the date of the Participant’s “separation from service” or, if earlier, the Participant’s date of death. Following any applicable six-month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day. The Participant is solely responsible and liable for the satisfaction of all taxes and penalties under Section 409A of the Code that may be imposed on or in respect of the Participant in connection with this Agreement, and the Company shall not be liable to any Participant for any payment made under this Plan that is determined to result in an additional tax, penalty or interest under Section 409A of the Code, nor for reporting in good faith any payment made under this Agreement as an amount includible in gross income under Section 409A of the Code. Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code.

**23. Book Entry Delivery of Shares.** Whenever reference in this Agreement is made to the issuance or delivery of certificates representing one or more Shares, the Company may elect to issue or deliver such Shares in book entry form in lieu of certificates.

**24. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**25. Acceptance and Agreement by the Participant.** By accepting the RSUs (including through electronic means), the Participant agrees to be bound by the terms, conditions, and restrictions set forth in the Plan, this Agreement, and the Company's policies, as in effect from time to time, relating to the Plan. The Participant's rights under the RSUs will lapse forty-five (45) days from the Date of Grant, and the RSUs will be forfeited on such date if the Participant shall not have accepted this Agreement by such date. For the avoidance of doubt, the Participant's failure to accept this Agreement shall not affect the Participant's continuing obligation under any other agreement between the Company and the Participant.

**26. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

**27. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**28. Waiver.** The Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Participant or any other participant in the Plan.

**29. Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together with the Award Notice constitute one in the same agreement.

*[Signatures follow]*



INVITATION HOMES INC.

By:

\_\_\_\_\_

Name

Title:

Acknowledged and Agreed  
as of the date first written above:

\_\_\_\_\_

Participant Signature

\_\_\_\_\_

**APPENDIX A**  
**Restrictive Covenants**

**1. Non-Competition; Nonsolicitation.**

(a) The Participant acknowledges and recognizes the highly competitive nature of the businesses of the Restricted Group (as defined below) and accordingly agrees as follows:

(i) During the Participant's employment or service, as applicable, and for a period equal to one year following the date the Participant ceases employment or service, as applicable, for any reason (the "Restricted Period"), the Participant will not, without the prior written consent from the Company regarding the specific solicitations, engagements, or actions proposed, and such consent to be delivered in its sole, good faith discretion, whether on the Participant's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Restricted Group in the Business the business of any then current or prospective client or customer with whom the Participant (or the Participant's direct reports) had personal contact or dealings on behalf of the Company and its Subsidiaries during the one-year period preceding the Participant's termination of employment or service, as applicable.

(ii) During the Restricted Period, the Participant will not, without prior written consent from the Company regarding the specific engagement, employment, or investment proposed, and such consent to be delivered in its sole, good faith discretion, directly or indirectly:

(A) engage in the Business in any geographical area that is within 20 miles of any geographical area where the Restricted Group engages in the Business (or has plans to engage in the Business during the Restricted Period);

(B) enter the employ of, or render any services to, a Competitor, except where such employment or services do not relate to the Business; or

(C) acquire a 10% or greater financial interest in a Competitor, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant.

(iii) Notwithstanding anything to the contrary in this Appendix A, the provisions of this Section 1 shall not restrict acquisition or ownership of any number of single family homes for personal use by the Participant or up to one hundred additional single family homes as personal investments.

(iv) During the Restricted Period, the Participant will not, whether on the Participant's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(A) solicit or encourage any employee of the Restricted Group to leave the employment of the Restricted Group; or

(B) hire any employee of the Restricted Group who provided services to the Restricted Group as of the date of the Participant's termination of employment or service or terminated employment within six months prior to the termination of the Participant's employment or service, as applicable.

Except that Participant shall not be precluded from employing or contacting (1) any such employee who has been terminated by the Restricted Group (including, but not limited to, any employee terminated by the Company in connection with the merger of Starwood Waypoint Homes with the Company), or (2) any person a result of general solicitations not specifically directed at either the Restricted Group or its respective employees.

(v) For purposes of this Appendix A:

(A) "Business" shall mean the business of acquiring controlling investments in, owning, developing, leasing, operating or managing one unit residential real properties for rent, including single-family homes in planned unit developments and individual single family townhomes and individual residential condominium units in a low-rise or high-rise condominium project, where such properties are located in the United States but excluding, for the avoidance of doubt, (1) any activities undertaken with the prior written consent of the Company sought in accordance with sub-sections (a)(i) or (a)(ii), and (2) acting as a broker with respect to leasing and sale transactions.

(B) "Competitor" shall mean any Person engaged in the Business in direct competition with the Company and its Subsidiaries, but excluding any Person for which less than 10% of its revenue during its most recent fiscal year is derived from activities similar to the Business.

(C) "Restricted Group" shall mean, collectively, the Company and its Subsidiaries.

(b) It is expressly understood and agreed that although the Participant and the Restricted Group consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Appendix A is an unenforceable restriction against the Participant, the provisions of this Appendix A shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Appendix A is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(c) The period of time during which the provisions of this Section 1 shall be in effect shall be extended by the length of time during which the Participant is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

(d) The provisions of this Section 1 shall survive the termination of the Participant's employment or service for any reason

(e) Notwithstanding anything herein to the contrary, Sections 1(a)(i) and 1(a)(ii) shall not apply to the Participant if the Participant's principal place of employment or the state in which the Participant provides services, in each case on the Date of Grant, is located in the State of California.

## **2. Confidentiality; Intellectual Property.**

(b) Confidentiality.

(i) The Participant will not at any time (whether during or after the Participant's employment or engagement, as applicable) (x) retain or use for the benefit, purposes or account of the Participant or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company and its Affiliates (other than its professional advisers who are bound by confidentiality obligations, lenders and partners or otherwise in performance of the Participant's employment or engagement duties), any proprietary and non-public/confidential information (including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals) concerning the past, current or future business, activities and operations of the Restricted Group ("Confidential Information") without the prior written authorization of the board of directors of the Company; provided, however, that the conscious awareness of any Confidential Information (as opposed to the physical possession of documentary Confidential Information) by the Participant, and the Participant's consideration of such information in connection with the Participant's pursuit or evaluation of, involvement with or participation in, any project or activity that is not prohibited by this Appendix A shall be deemed not to constitute a breach of Section 2(a)(i)(x) or Section 2(a)(iv)(x) in any manner whatsoever, unless such Participant's use of such Confidential Information has an objective and detrimental impact on the business of the Company and its Subsidiaries.

(ii) "Confidential Information" shall not include any information that is (x) generally known to the industry or the public other than as a result of the Participant's breach of this covenant; (y) made legitimately available to the Participant by a third party without breach of any confidentiality obligation of which the Participant has knowledge (it being understood that any information made available by an employee, officer or director of the Company Group shall not be protected by this exclusion); or (z) required by law to be disclosed; provided, that with

respect to subsection (z) the Participant shall give prompt written notice to the Company of such requirement and reasonably cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, the Participant will not disclose to anyone, other than the Participant's family (it being understood that, in this Appendix A, the term "family" refers to the Participant, the Participant's spouse, minor children, parents and spouse's parents) and legal or financial advisors, the existence or contents of this Agreement; provided, that the Participant may disclose to any prospective future employer the provisions of Sections 1 and 2 of this Appendix A; provided, further, that any such employer agrees to maintain the confidentiality of such terms. This Section 2(a)(iii) shall terminate if any member of the Company Group publicly discloses a copy of the Restricted Stock Unit Agreement or this Appendix A (or, if any member of the Company Group publicly discloses summaries or excerpts of the Subscription Agreement or this Appendix A, to the extent so disclosed).

(iv) Upon termination of the Participant's employment or service for any reason, the Participant shall (x) except as otherwise provided herein, cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by any member of the Restricted Group; (y) immediately destroy, delete, or return to the Company, at the Company's option and expense, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in the Participant's possession or control (including any of the foregoing stored or located in the Participant's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information, except that the Participant may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and reasonably cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which the Participant is or becomes aware.

(c) Intellectual Property.

(i) If the Participant creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product (including, without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials), either alone or with third parties, at any time during the Participant's employment or engagement and within the scope of such employment or engagement and with the use of any the Company's resources (the "Company Works"), the Participant shall promptly and fully disclose the same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(ii) The Participant shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Company Works. If the Company is unable for any other reason, to secure the Participant's signature on any document for this purpose, then the Participant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Participant's agent and attorney in fact, to act for and in the Participant's behalf and stead to execute any documents and to do all other lawfully permitted acts required in connection with the foregoing.

(iii) The provisions of Section 2 hereof shall survive the termination of the Participant's employment or engagement, in either case, for any reason.

(d) Protected Rights. Nothing contained in this Agreement or any other plan, policy, agreement, or code of conduct or similar arrangement of the Company Group, limits Participant's ability to (i) disclose any information to governmental agencies or commissions as may be required by law, (ii) file a charge or complaint with, or communicate or cooperate with, any U.S. federal, state, or local governmental agency or commission (a "Governmental Entity"), or otherwise participate in any investigation or proceeding that may be conducted by a Governmental Entity with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise make disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that in each case all such charges, complaints, communications and disclosures are consistent with applicable law, or (iii) receive an award from a Governmental Entity for information provided under any whistleblower program, including the Participant's right to seek and obtain a whistleblower award for providing information relating to a possible securities law violation to the Securities and Exchange Commission.

**3. Specific Performance.** The Participant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of Section 1 or 2 of this Appendix A may be inadequate and the Company may suffer irreparable damages as a result of such breach. In recognition of this fact, the Participant agrees that, in the event of a Restrictive Covenant Violation, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

*[Signature Page to Restricted Stock Unit Agreement]*

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## **Section 4: EX-10.8 (EXHIBIT 10.8)**

Frederick C. Tuomi

Dear Frederick:

Reference is made to the Award Notice and Restricted Stock Unit Agreement by and between you (“Participant”) and Invitation Homes Inc. (the “Company”) dated November 16, 2017 (the “Award Notice”). Capitalized terms used and not defined herein shall have the meaning set forth in the Award Notice.

Notwithstanding Section 1 of the Award Notice, the Time Vesting RSUs shall vest in equal installments on each of the first three anniversaries of November 16, 2017, subject to the Participant’s continued employment through the applicable vesting date; provided, that if the number of RSUs is not evenly divisible by three, then no fractional units shall vest and the installments shall be as equal as possible with the smaller installments vesting first.

Pursuant to Section 2(a) of the Award Notice, the Performance Conditions and Performance Period for the Performance Vesting RSUs granted thereunder are set forth below.

1. **Performance Conditions.** The number of Performance Vesting RSUs that become Earned RSUs shall be based on the achievement of the Performance Conditions set forth below, with the number of Performance Vesting RSUs earned in respect of each Performance Condition equal to (x) the target number of Performance Vesting RSUs multiplied by (y) the Relative Weighting multiplied by (z) the applicable Percentage of Award Earned (calculated in accordance with Section 2 hereof), rounded down to the nearest whole share. Notwithstanding the foregoing, if INVH TSR (i.e., total shareholder return) for the Performance Period is negative, the Performance Vesting RSUs that would vest based on INVH TSR Relative to RMS Index CAGR shall not vest at a level greater than target.

Performance Condition	Performance Period	Relative Weighting	Threshold Level of Achievement	Target Level of Achievement	Maximum Level of Achievement
INVH TSR Relative to RMS Index CAGR	November 16, 2017 – November 16, 2020	One-Third	[•]	[•]	[•]
Run Rate Annualized Synergies	November 16, 2017 – March 31, 2019	One-Third	[•]	[•]	[•]
Management Development and CEO Succession Plan	November 16, 2017 – November 16, 2020	One-Third	[•]	[•]	[•]

2. **Calculation of Number of Earned Units.** Following the last day of the applicable Performance Period, the Committee shall calculate the Percentage of Award Earned with respect to each Performance Condition, based on the percentages specified below. If actual performance with respect to any Performance Condition is between “Threshold”

and the “Target” or the “Target” and “Maximum” levels of achievement, the Percentage of Award Earned shall be determined using linear interpolation (and rounded to the nearest whole percentage point) between such numbers. In the event that actual performance does not meet the Threshold Level of Achievement with respect to any Performance Condition, the “Percentage of Award Earned” with respect to such Performance Condition shall be zero. All determinations with respect to whether and the extent to which a Performance Condition has been achieved shall be made by the Committee in its sole discretion and the applicable Performance Conditions shall not be achieved and the applicable Performance Vesting RSUs shall not become Earned RSUs until the Committee certifies by resolution the extent to which such Performance Conditions have been met.

Level of Achievement	Percentage of Award Earned
Below Threshold	0%
Threshold	80%
Target	100%
Maximum	120%
Above Maximum	120%

3. **Unvested RSUs Forfeited.** Any Performance Vesting RSUs which do not become Earned RSUs based on actual performance during the Performance Period shall be forfeited as of the last day of the Performance Period, except to the extent set forth in the Restricted Stock Unit Agreement.
4. **Vesting of Earned RSUs.** Any Performance Vesting RSUs that become Earned RSUs shall become vested on November 16, 2020 and shall be settled in accordance with the terms of the Restricted Stock Unit Agreement, contingent on the Participant’s continued employment with the Company through such date.
5. **Definitions.** For the purposes of the Award Notice:
  - a. “**Beginning Share Price**” with respect to the Performance Period shall mean the 20 day trailing average closing stock price as of (but excluding) the first day of the Performance Period (subject to adjustment in accordance with Section 14 of the Plan).
  - b. “**CAGR**” shall mean compounded annual growth rate, and shall be expressed as a percentage (rounded to the nearest tenth of a percent 0.1%) and shall be calculated for a performance period using the following formula:

$$CAGR = \left( \frac{\text{ending performance measure}_n}{\text{beginning performance measure}_{2017}} \right)^{1/3} - 1.0$$

- c. “CEO Succession Plan” means a subjective ranking determination by the Compensation Committee in its sole discretion between 1 and 5 (with 1 as the lowest and 5 as the highest) as to the Company’s succession preparedness, as of the end of the Performance Period.
- d. “Ending Share Price” with respect to the Performance Period shall mean the 20 day trailing average closing stock price through (and including) the last trading day of a Performance Period.
- e. “INVH TSR” shall be calculated as the CAGR, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value per Share during the Performance Period due to the appreciation or depreciation in the price per Share and dividends paid during the Performance Period, assuming dividends are reinvested on their respective ex-dividend dates, and calculated using the Beginning Share Price and the Ending Share Price.
- f. “INVH TSR Relative to RMS Index CAGR” in respect of the Performance Period shall mean the INVH TSR for the Performance Period, less the RMS Index CAGR for the Performance Period. For the avoidance of doubt, the intent of the Committee is that RMS Index CAGR over the Performance Period be calculated in a manner designed to produce a fair comparison between the Company’s annualized TSR percentage and the RMS Index CAGR for the purpose of determining INVH TSR Relative to RMS Index CAGR.
- g. “RMS Index CAGR” shall be calculated as the CAGR, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value of the MSCI US REIT Index during the Performance Period due to the appreciation or depreciation in the index during the Performance Period, but using (x) the 20 day trailing average closing price of the index as of (but excluding) the first day of the Performance Period and (y) the 20 day trailing average closing price of the index through (and including) the last trading day of a Performance Period.
- h. “Run Rate Annualized Synergies” means the annualized net cost savings achieved in connection with the merger of the Company with Starwood Waypoint Homes, as determined by the Compensation Committee in its sole discretion and measured through the end of the Performance Period.

Sincerely,

Invitation Homes Inc.

/s/ Mark A. Solls

By: Mark A. Solls

Its: Executive Vice President and Chief Legal Officer

Acknowledge and Agreed:

/s/ Frederick C. Tuomi

By: Frederick C. Tuomi

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## Section 5: EX-31.1 (EXHIBIT 31.1)

**Exhibit 31.1**

### CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Frederick C. Tuomi, certify that:

1. I have reviewed this this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 of Invitation Homes Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Frederick C. Tuomi

**Frederick C. Tuomi**

**President and Chief Executive Officer**

**(Principal Executive Officer)**

May 15, 2018

## Section 6: EX-31.2 (EXHIBIT 31.2)

Exhibit 31.2

### CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Ernest M. Freedman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 of Invitation Homes Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Ernest M. Freedman

**Ernest M. Freedman**

**Chief Financial Officer**

**(Principal Financial Officer)**

May 15, 2018

## Section 7: EX-32.1 (EXHIBIT 32.1)

Exhibit 32.1

### CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Invitation Homes Inc. (the "Company") for the quarterly period ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Frederick C. Tuomi., President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and



2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Frederick C. Tuomi

**Frederick C. Tuomi**  
**President and Chief Executive Officer**  
**(Principal Executive Officer)**

May 15, 2018

*A signed original of this certification required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.*

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## **Section 8: EX-32.2 (EXHIBIT 32.2)**

**Exhibit 32.2**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY  
ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Invitation Homes Inc. (the "Company") for the quarterly period ended March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Ernest M. Freedman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Ernest M. Freedman

**Ernest M. Freedman**  
**Chief Financial Officer**  
**(Principal Financial Officer)**

May 15, 2018

*A signed original of this certification required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.*

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