



GENERAL INFORMATION

1A. DATE OF OFFER TO PURCHASE AND CONTRACT OF SALE (VA Form 26-6705)

1B. VA PROPERTY IDENTIFIER

8000

1C. PROPERTY ADDRESS

SECTION V – “VA VENDEE FINANCING” ACKNOWLEDGEMENT

Purchaser(s) have been made aware that VA VENDEE FINANCING is offered by the Department of Veterans Affairs on certain assets, as disclosed on the Ocwen website (www.ocwen.com). On assets offering VA VENDEE FINANCING, Purchaser(s) hereby acknowledge receipt of the VA VENDEE FINANCING BROCHURE that describes the benefits of VA VENDEE FINANCING. Unless VA VENDEE FINANCING is applied for, Purchaser(s) further acknowledge that all of their questions have been answered about VA VENDEE FINANCING, and decline the opportunity to apply for the aforementioned financing.

SECTION VI - “VA VENDEE FINANCING APPLICATION FEE” ACCEPTANCE

Item Seven (7) of SECTION IV - CONDITIONS OF SALE is amended to read: Purchasers who apply, but do not qualify for a VA VENDEE (VA / Seller) loan agree that the Vendee Loan Application fee of \$350.00 will not be refunded.

SECTION VII – “VA VENDEE FINANCING TIMETABLE” ACCEPTANCE

Due to regulatory requirements, the purchaser understands that they are required to complete the vendee loan package within forty-eight (48) hours of the acceptance of their offer to purchase as recorded at the bottom of VA Form 26-6705. In addition, a Vendee Loan Package with original signatures, including checklist, must be sent overnight within twenty-four (24) hours of Purchasers’ signature on “Credit Statement of Prospective Purchaser” Form 26-6705d to Ocwen, Attn: VA Vendee Financing / Processing Manager, 12650 Ingenuity Drive, Orlando, FL 32826. A faxed copy of completed checklist and all documents must be sent the day of signature to accelerate loan processing to 407-737-5754.

SECTION VIII – “PURCHASER(S) CERTIFICATIONS”

I offer to purchase the property herein described at the price and the terms shown on the reverse, subject to all the applicable conditions of this Contract of Sale, which I have read and which constitute part of my offer. I understand this property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs. I have examined this property and agree to accept same in its present “as is” condition, and further agree that VA makes no warranties, expressed or implied, with the respect thereto. It is understood and agreed that acceptance of this offer by VA can be evidenced only by the delivery to me / us or my / our sales broker of a copy hereof, executed by a duly authorized officer of VA.

SECTION IX – “CLOSING COSTS” ACCEPTANCE

The property described above is being sold to Purchaser(s) in accordance with the terms provided in VA Form 26-6705, Offer to Purchase and Contract of Sale. Pursuant to Section IV (9)(c) of the Offer to Purchase and Contract of Sale, Purchaser(s) agrees to pay for certain costs associated with the closing and transfer of the property, including, but not limited to, examination of title or continuation of policies as he / she may require, documentary stamps on the deed of conveyance by the Seller and on all other closing instruments, recording taxes, recording fees, and any other expenses incidental to the closing. Purchaser(s) agrees that expenses incidental to closing includes, but is not limited to, reasonable and customary fees for mail delivery, wire transaction charges, Seller representation at closing, and document preparation.

SECTION X- SEVERABILITY

If any provisions of this Addendum shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Addendum or the Sales Contract.

SECTION XI- NON SPECIFIC PERFORMANCE

As material consideration to Seller entering into this Agreement with Purchaser(s), Purchaser(s) expressly waives the (a) remedy of specific performance on account of Seller’s default under this Agreement; and, (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of this Property.

SECTION XII – LIQUIDATED DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IF PURCHASER(S) HAS NOT TERMINATED THIS AGREEMENT AND IF THE SALE OF THE PROPERTY TO PURCHASER(S) HAS NOT BEEN CONSUMMATED FOR ANY REASON OTHER THAN SELLER’S DEFAULT UNDER THE AGREEMENT, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT AS SELLER’S LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER’S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT SELLER’S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS’ FEES, NOR WAIVE OR AFFECT SELLER’S RIGHT AND PURCHASER’S INDEMNITY OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTWITHSTANDING THE FOREGOING, IF PURCHASER(S) INTERFERES WITH OR MAKES ANY ATTEMPT TO INTERFERE WITH SELLER RECEIVING OR RETAINING, AS THE CASE MAY BE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION, INCLUDING WITHOUT LIMITATION, GIVING ANY NOTICE OR INSTRUCTIONS TO ESCROW HOLDER NOT TO DELIVER THE DEPOSIT TO SELLER, SELLER SHALL HAVE THE RIGHT TO ELECT TO RECOVER THE GREATER OF ITS ACTUAL DAMAGES OR THE LIQUIDATED DAMAGES BY GIVING WRITTEN NOTICE TO PURCHASER AND SELLER SHALL HAVE ALL OTHER RIGHTS AND REMEDIES AGAINST PURCHASER PROVIDED AT LAW AND IN EQUITY, AND SELLER SHALL HAVE THE RIGHT TO REQUIRE THAT PURCHASER SPECIFICALLY PERFORM PURCHASER’S OBLIGATIONS UNDER THIS AGREEMENT. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

SECTION XIII – NO CONTESTING LIQUIDATED DAMAGES

As material consideration to each party’s agreement to the liquidated damages provisions stated above, each party hereby agrees to waive any and all rights whatsoever, to contest the validity of the liquidated damage provisions for any reason whatsoever, including, but not limited to, that such provision was unreasonable under circumstances existing at the time this Agreement was made.

SECTION XIV – PURCHASER(S) ACKNOWLEDGEMENT (All Purchasers must sign.)

I / We have read and accept the conditions of all Sections of this Addendum to my / our offer to purchase and further acknowledge receiving a copy.

Signature of Purchaser

Date

Signature of Purchaser

Date

SECTION XV - TO BE COMPLETED BY LISTING BROKER

Listing Broker: _____

Address: _____

Listing Agent: _____

Signature: _____

Listing Bonus \$ _____