
MEMORANDUM

TO: JERRY A. BENTROTT, CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY 
FROM: STEFANIE BESKOVOYNE, ASSISTANT CITY ATTORNEY SB
DATE: NOVEMBER 14, 2011
SUBJECT: NEIGHBORHOOD STABILIZATION PROGRAM 3 ("NSP3")
CONTRACT FOR PURCHASE OF FORECLOSED PROPERTY

Attached for review and approval by the Port St. Lucie City Council is a contract for the purchase of a foreclosed property for the Neighborhood Stabilization Program 3 ("NSP3"). The following provides a brief summary of the pertinent information concerning this real estate transaction.

Address:	230 SW Chelsea Terrace, Port St. Lucie, FL
Legal Description:	Lot 26, Block 599, Port St. Lucie Section Thirteen
Parcel ID:	3420-560-1920-000/2
Seller:	Owner of Record
List Price:	\$94,900.00
Appraised Value:	\$94,500.00
Purchase Price:	\$93,555.00

Please note that the title company is not prepared to close on November 21, 2011, as indicated on both the "As Is" Contract and Counter Offer Addendum. An extension of closing has been requested and will be forthcoming.

Please place this Contract on the Consent Agenda for the November 21, 2011 City Council Meeting. Should you have any questions or need additional information, please do not hesitate to contact me at ext. 6332.

/sb
Attach.

c: Tricia Swift-Pollard, Director, Community Services Department (via e-mail)
Marcia Dedert, Finance Director (via e-mail)

RECEIVED

NOV 16 2011

PennyMac Counter Offer Addendum Loan #1000016379

*THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
READ IT CAREFULLY*



27001 Agoura Rd #350
Calabasas, CA 91301

PennyMac Counter Offer Addendum

ADDENDUM SUMMARY

Buyer's Name	City of PSL NSP Program
Closing Date	November 21, 2011
Sales Price	\$ 93,555
Earnest Money Deposit	\$
Seller paid Closing Cost Concession	\$ 0
Other Seller paid Concession	\$ 0
Seller paid Repair Concession	\$ 0
Home Warranty Concession	\$ 0
Seller paid Inspection fees	\$ 0
Inspection Contingency days	0
Per Diem	\$ 100

The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

ACKNOWLEDGEMENT:

This Counter Offer Addendum is to be made part of, and incorporated into, the Real Estate Purchase Contract dated November 14, 2011, hereinafter referred to as "contract", pertaining to the Real Property known as 230 SW CHELSEA TERR, PORT SAINT LUCIE, FL 34984 made between City of PSL NSP Program, hereafter referred to as "Buyer", and PennyMac Loan Services, LLC, hereinafter referred to as "Seller".

The terms of the purchase have been verbally accepted by the Seller, hereafter referred to as the "Verbal Acknowledgement Date" with a sales price of \$93,555. Seller agrees to pay up to \$0 for Buyer's closing costs, up to \$0 for Other Concessions, up to \$0 for Buyer's Home Warranty and up to \$0 for inspection fees.

The Buyer acknowledges and agrees to the Local Sales Contract and PennyMac Counter offer Addendum, which together shall be referred to as the "Agreement," are subject to approval by the Seller's management. Seller reserves the right to cancel the transaction without notice, after the acknowledgement date, if management concludes sales terms are not in the best interest of PennyMac Loan Services, LLC. If Seller cancels transaction prior to closing, the buyer will be promptly refunded their deposit. Seller will not be held responsible for buyer's incurred costs.

This addendum supersedes all other counter offer addenda and the local purchase contract/ sales agreement. This addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer(s) and Seller's signature hereon. This addendum shall hereby become part of the above referenced contract between the parties. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.

The Buyer acknowledges that the Buyer has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party, because that Party failed to understand the legal effect of the provisions of this Agreement.

NO ORAL PROMISES, REPRESENTATIONS WETHER EXPRESSED OR IMPLIED, WARRANTIES OR AGREEMENTS MADE BY THE SELLER AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF THE SELLER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.

ACCEPTANCE:

Unless this addendum is accepted by the Buyer(s) by November 19, 2011, this offer shall be deemed revoked. Seller reserves the right to continue to market said property and accept any contract of Seller's choosing prior to Seller's written acceptance of contract and counter offer/addendum(s).

In addition, this Agreement shall be null and void if the signed Agreement is not received by the Seller before the Seller accepts a competing offer, or gives verbal notice of revocation either to the Buyer, the Buyer's agent, closing attorney, or the listing agent. As used in this paragraph, the term "received by the Seller" means actual receipt by the Seller of the Buyer's written acceptance of these documents by the Seller's listing agent

The undersigned, if executing this Agreement on behalf of a Seller and/or the Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.

The buyer(s) earnest money deposit of \$ shall be placed in a trust account acceptable to the Seller within 24 hours of the Seller's acceptance. Seller will not accept personal or company checks as evidence of Earnest Money Deposit. This Agreement signed by the Buyer and reflecting the terms verbally accepted by the Seller must be received by the Seller within five (5) calendar days of the Verbal Acknowledgement Date.

PURCHASER (Initials) _____

SELLER (Initials) _____

PennyMac Counter Offer Addendum Loan # 000016379

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Calabasas, CA 91301

FINANCING:

The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan process. Failure of the Buyer to comply with such requests from the lender, will be a breach of this Agreement and the Seller shall be entitled to retain any earnest money deposited by the Buyer(s).

If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment within 7 days of the offer date, then either the Buyer or the Seller may terminate this Agreement by giving written notice to the other party. The Buyer's notice must include: a copy of the loan application, proof of the application date, a copy of the denial letter from the prospective lender and a notarized Mutual Cancellation Letter. In the event of a proper termination of this Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under this Agreement.

WARRENTIES:

Seller does NOT warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) Intended use.

COMMISSIONS:

The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker; however, if the Buyer is a real estate licensee, no commission shall be paid to the Buyer or to any licensee representing the Buyer. This includes any broker or brokerage firm with which the Buyer is affiliated. All commission will be paid directly from final settlement proceeds. Additionally, no commission will be paid to a licensee representing their spouse as the Buyer. The Buyer is responsible to disclose if he/she is a licensed real estate agent at time of acknowledgement date.

Buyer's DRE License# _____ Spouse's DRE License# _____

TITLE:

In the event the Buyer raises a written objection to the Seller's Title within three (3) business days of receipt of the Title Document from the Seller, which if valid, would render the title uninsurable, either buyer or seller will have the right to cancel the Agreement by giving written notice to of such cancellation to the other party, in which event the Buyer's deposit will be returned. The Mutual Cancellation must be notarized to reflect requested date. The Buyer agrees that the Seller shall not be liable to the Buyer for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.

THE BUYER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER, THE BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, lot size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.

INSPECTIONS:

The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns.

PURCHASER (Initials) _____

SELLER (Initials) _____

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27001 Agoura Rd #350
Culmbases, CA 91301

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto. Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Buyer(s) shall make all inspections of subject property within 0 days of the offer acceptance date, as per the inspection contingency deadline. In no event will Seller be obligated for any repairs or replacements, unless Seller has agreed in writing to make repairs, and/or credits as specified in the PennyMac Counter Offer Addendum. The buyer reserves the right to cancel the Agreement within the inspection contingency period. The Mutual Cancellation letter MUST be signed and notarized within the inspection contingency period to be valid.

MOLD:

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. The Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representations of Seller.

LEAD BASED PAINT:

Every Buyer(s) of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This Agreement, including the disclosure of information on lead based paint, lead based paint hazards, other disclosure forms including notices required by law, constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Buyer and the Seller. All negotiations are merged into this Agreement. The Seller is not obligated by any other written or verbal statements made by the Seller, the Seller's representatives, or any real estate licensee.

ENVIRONMENTAL HAZARDS:

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate this Agreement. In the event the Seller decides to sell the Property to the Buyer(s) and the Buyer(s) agrees to purchase the Property, the Buyer(s) agrees to execute a general release at closing, in a form acceptable to Seller, releasing the Seller from any liability related to the environmental hazard or conditions of the Property. In the event the Buyer elects not to execute the disclosure and release, at the Seller's discretion, this agreement is automatically terminated.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate this Agreement or delay the date of closing or the Buyer may terminate this Agreement. In the event this Agreement is terminated by either Buyer(s) or Seller pursuant to this Addendum, any earnest money deposit will be returned to the Buyer(s).

TERMITES:

Seller agrees to allow the buyer to complete a termite report during the inspection contingency period; however, Seller shall not be responsible for any structural damage and/or repairs. Lender required repairs must be requested during the inspection contingency period. Requests for repairs, after the contingency period, are only to be granted at the discretion of the Seller.

All Seller treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. Neither the buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer or its representatives makes repairs and/or treatments to the Property prior to closing the Buyer(s) hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer and that the Buyer has inspected or has been given the opportunity to inspect repairs and treatments.

PURCHASER (Initials) _____

SELLER (Initials) _____

PennyMac Counter Offer Addendum Loan #000016379

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27001 Agoura Rd #360
 Calabasas, CA 91301

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto. Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Buyer(s) shall make all inspections of subject property within 0 days of the offer acceptance date, as per the inspection contingency deadline. In no event will Seller be obligated for any repairs or replacements, unless Seller has agreed in writing to make repairs, and/or credits as specified in the PennyMac Counter Offer Addendum. The buyer reserves the right to cancel the Agreement within the inspection contingency period. The Mutual Cancellation letter MUST be signed and notarized within the inspection contingency period to be valid.

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LEAD BASED PAINT:

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All Seller treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. Neither the buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer or its representatives makes repairs and/or treatments to the Property prior to closing the Buyer(s) hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer and that the Buyer has inspected or has been given the opportunity to inspect repairs and treatments.

PURCHASER (Initials) _____

SELLER (Initials) _____

PennyMac Counter Offer Addendum Loan #1000016379

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Calabasas, CA 91301

The closing of this transaction shall constitute an acknowledgment by the Buyer(s), that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.**

PROPERTY TAXES SHALL BE PRORATED TO THE DAY OF CLOSING.

IF SELLER PAID CONCESSIONS, CREDITS, REPAIRS ALLOWANCES, FEES AND COSTS DO NOT EQUAL THE AMOUNTS SPECIFIED IN THIS ADDENDUM, THE REMAINING FUNDS WILL BE CREDITED BACK TO THE SELLER.

Additional Terms:
*Price adjusted to 99% of appraised value.

BUYER(S): City of PSL NSP Program

_____ PRINTED NAME	_____ SIGNATURE	_____ DATE
_____ PRINTED NAME	_____ SIGNATURE	_____ DATE

BUYER(S) AGENT:
Robin Dew
SIGNATURE

11/15/11
Date

Robin Dew
PRINTED NAME

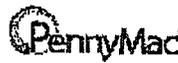
REAL ESTATE OF FLORIDA
BROKER FIRM

robindew03@gmail.com
EMAIL ADDRESS

772,342-4543
PHONE NUMBER

SELLER - PennyMac Loan Services, LLC

_____ ASSET MANAGER NAME	_____ SIGNATURE	_____ DATE
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27001 Agoura Rd #650
 Calabasas, CA 91301

PennyMac Counter Offer Addendum Loan #1000016379

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
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PennyMac Counter Offer Addendum

ADDENDUM SUMMARY

Buyer's Name	City of PSL NSP Program
Closing Date	November 21, 2011
Sales Price	\$ 94,900
Earnest Money Deposit	\$
Seller paid Closing Cost Concession	\$ 0
Other Seller paid Concession	\$ 0
Seller paid Repair Concession	\$ 0
Home Warranty Concession	\$ 0
Seller paid Inspection fees	\$ 0
Inspection Contingency days	0
Per Diem	\$ 100

The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.

ACKNOWLEDGEMENT:

This Counter Offer Addendum is to be made part of, and incorporated into, the Real Estate Purchase Contract dated October 27, 2011, hereinafter referred to as "contract", pertaining to the Real Property known as 230 SW CHELSEA TERR, PORT SAINT LUCIE, FL 34984 made between City of PSL NSP Program, hereinafter referred to as "Buyer", and PennyMac Loan Services, LLC, hereinafter referred to as "Seller".

The terms of the purchase have been verbally accepted by the Seller, hereinafter referred to as the "Verbal Acknowledgement Date" with a sales price of \$94,900. Seller agrees to pay up to \$0 for Buyer's closing costs, up to \$0 for Other Concessions, up to \$0 for Buyer's Home Warranty and up to \$0 for Inspection fees.

The Buyer acknowledges and agrees to the Local Sales Contract and PennyMac Counter offer Addendum, which together shall be referred to as the "Agreement," are subject to approval by the Seller's management. Seller reserves the right to cancel the transaction without notice, after the acknowledgement date, if management concludes sales terms are not in the best interest of PennyMac Loan Services, LLC. If Seller cancels transaction prior to closing, the buyer will be promptly refunded their deposit. Seller will not be held responsible for buyer's incurred costs.

This addendum supersedes all other counter offer addenda and the local purchase contract/ sales agreement. This addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer(s) and Seller's signature hereon. This addendum shall hereby become part of the above referenced contract between the parties. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.

The Buyer acknowledges that the Buyer has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party, because that Party failed to understand the legal effect of the provisions of this Agreement.

NO ORAL PROMISES, REPRESENTATIONS WETHER EXPRESSED OR IMPLIED, WARRANTIES OR AGREEMENTS MADE BY THE SELLER AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF THE SELLER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.

ACCEPTANCE:

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In addition, this Agreement shall be null and void if the signed Agreement is not received by the Seller before the Seller accepts a competing offer, or gives verbal notice of revocation either to the Buyer, the Buyer's agent, closing attorney, or the listing agent. As used in this paragraph, the term "received by the Seller" means actual receipt by the Seller of the Buyer's written acceptance of these documents by the Seller's listing agent.

The undersigned, if executing this Agreement on behalf of a Seller and/or the Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.

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PURCHASER (Initials)

JAB

SELLER (Initials)

[Signature]

PennyMac Counter Offer Addendum Loan #000016379

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Calebasas, CA 91301

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COMMISSIONS:

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Buyer's DRE License# _____ Spouse's DRE License# _____

TITLE:

In the event the Buyer raises a written objection to the Seller's Title within three (3) business days of receipt of the Title Document from the Seller, which if valid, would render the title uninsurable, either buyer or seller will have the right to cancel the Agreement by giving written notice to of such cancellation to the other party, in which event the Buyer's deposit will be returned. The Mutual Cancellation must be notarized to reflect requested date. The Buyer agrees that the Seller shall not be liable to the Buyer for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Buyer in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expenses or cost arising from or related to this Agreement or a breach of this Agreement.

THE BUYER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE BUYER AND THE SELLER, THE BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, air conditioning, if any, foundations, soils, and geology, lot size or suitability of the property and/or improvements for particular purposes, or that appliances, if any, plumbing and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall not survive the closing. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.

INSPECTIONS:

The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servants, representatives, brokers, employees, agents or assigns.

PURCHASER (Initials) JAO

SELLER (Initials) [Signature]

PennyMac Counter Offer Addendum Loan #000016379

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READ IT CAREFULLY**



Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto. Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Buyer(s) shall make all inspections of subject property within 0 days of the offer acceptance date, as per the inspection contingency deadline. In no event will Seller be obligated for any repairs or replacements, unless Seller has agreed in writing to make repairs, and/or credits as specified in the PennyMac Counter Offer Addendum. The buyer reserves the right to cancel the Agreement within the inspection contingency period. The Mutual Cancellation letter MUST be signed and notarized within the inspection contingency period to be valid.

MOLD:

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. The Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representations of Seller.

LEAD BASED PAINT:

Every Buyer(s) of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This Agreement, including the disclosure of information on lead based paint, lead based paint hazards, other disclosure forms including notices required by law, constitutes the entire agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Buyer and the Seller. All negotiations are merged into this Agreement. The Seller is not obligated by any other written or verbal statements made by the Seller, the Seller's representatives, or any real estate licensee.

ENVIRONMENTAL HAZARDS:

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate this Agreement. In the event the Seller decides to sell the Property to the Buyer(s) and the Buyer(s) agrees to purchase the Property, the Buyer(s) agrees to execute a general release at closing, in a form acceptable to Seller, releasing the Seller from any liability related to the environmental hazard or conditions of the Property. In the event the Buyer elects not to execute the disclosure and release, at the Seller's discretion, this agreement is automatically terminated.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate this Agreement or delay the date of closing or the Buyer may terminate this Agreement. In the event this Agreement is terminated by either Buyer(s) or Seller pursuant to this Addendum, any earnest money deposit will be returned to the Buyer(s).

TERMITES:

Seller agrees to allow the buyer to complete a termite report during the inspection contingency period; however, Seller shall not be responsible for any structural damage and/or repairs. Lender required repairs must be requested during the inspection contingency period. Requests for repairs, after the contingency period, are only to be granted at the discretion of the Seller.

All Seller treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. Neither the buyer, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer or its representatives makes repairs and/or treatments to the Property prior to closing the Buyer(s) hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer and that the Buyer has inspected or has been given the opportunity to inspect repairs and treatments.

PURCHASER (Initials)

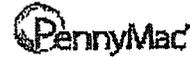
JAB

SELLER (Initials)

[Signature]

PennyMac Counter Offer Addendum Loan #000016379

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
READ IT CAREFULLY**



27001 Agoura Rd #350
Calabasas, CA 91301

REPAIRS:

If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, such event shall constitute a breach by the Buyer(s) under this Agreement and the Seller may terminate this Agreement and the Buyer(s) shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to closing and funding and waives any and all claims for damages or compensations for improvements made by the Buyer to the Property including, but not limited to, any claims for unjust enrichment. Buyer agrees to forfeit deposit if buyer performs any unauthorized work prior to closing.

PROPERTY SOLD IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE".

The Buyer acknowledges that closing on this transaction shall be deemed the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property.

THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.

OCCUPANCY STATUS:

The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations will be the Buyer's sole responsibility.

Items of personal property located on the Property, now or hereafter, are not included in this sale or the purchase price. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Buyer assumes responsibility for any personal property remaining on the Property at the time of closing.

OCCUPANCY OF THE SUBJECT PROPERTY SHALL NOT BE PERMITTED PRIOR TO CLOSING.

HOA:

The seller will not be responsible for ordering association documents, applications or the payment of transfer fees. Unless written in the PennyMac Counter Addendum, all association fees will be the sole responsibility of the buyer.

CLOSING:

The closing shall take place on or before, November 21, 2011. Unless the closing date is extended in writing signed by the Seller and the Buyer or extended by the Seller under the terms of this Agreement. If the closing does not occur by the date specified or in any extension, this Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

In the event the Seller agrees to the Buyer's request for a written extension of this Agreement, the Buyer agrees to pay to the Seller a per diem of \$100 through and including the closing date specified in the written extension (including non-business days). The Seller shall have the right, at the Seller's sole discretion, to extend the closing date or to terminate this Agreement. If the sale does not close by the date specified in the written extension agreement, the Seller may retain the earnest money deposit and the accrued per diem payment as liquidated damages.

No party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale. Seller shall not be responsible for title delays. California Only: PennyMac Loan Services, LLC will comply with Assembly Bill 857, "Buyer's Choice Act." PennyMac Loan Services, LLC will suggest a closing company to be used by the buyers. It will be the responsibility of the buyers to request an alternative closing company. Buyer must send contact information of closing company within 48 hours of contract execution. Otherwise, PennyMac Loan Services, LLC will assume the buyer accepts the seller's choice of closing company.

The Seller shall deliver possession of the Property to the Buyer at closing and funding of sale. Buyer(s) agrees that title will be conveyed by Special Warranty Deed. Buyer agrees to accept insurable title. Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

PURCHASER (Initials)

JAB

SELLER (Initials)

[Signature]

PennyMac Counter Offer Addendum Loan #100016379

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
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The closing of this transaction shall constitute an acknowledgment by the Buyer(s), that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

PROPERTY TAXES SHALL BE PRORATED TO THE DAY OF CLOSING.

IF SELLER PAID CONCESSIONS, CREDITS, REPAIRS ALLOWANCES, FEES AND COSTS DO NOT EQUAL THE AMOUNTS SPECIFIED IN THIS ADDENDUM, THE REMAINING FUNDS WILL BE CREDITED BACK TO THE SELLER.

Additional Terms:
*Cash sale, as-is

BUYER(S): City of PGL NSP Program

Jerry A. Bentrrott
PRINTED NAME

Jerry Bentrrott 11/1/11
SIGNATURE DATE

PRINTED NAME

SIGNATURE

DATE

BUYER(S) AGENT:

Robin Dew
SIGNATURE

11-1-11
Date

Robin Dew
PRINTED NAME

REAL ESTATE OF FLA
BROKER FIRM

robindew03@gmail.com
EMAIL ADDRESS

772-342-4543
PHONE NUMBER

SELLER - PennyMac Loan Services, LLC

Jon Mason
ASSET MANAGER NAME

[Signature]
SIGNATURE

11-2-11
DATE

**Jon Mason - Director of REO
PennyMac Loan Services, LLC**

PURCHASER (Initials)

JAB

SELLER (Initials)

[Signature]



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Owner of Record ("Seller"), City of Port St. Lucie ("Buyer")

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION: (a) Street address, city, zip: 230 SW Chelsea Terr, Port St. Lucie, FL 34984 (b) Property is located in: St. Lucie County, Florida. Real Property Tax ID No: 342056019200002 (c) Legal description of the Real Property: PORT ST LUCIE-SECTION 13-BLK 599 LOT 26

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. If left blank, the item below is not included:

- Refrigerator(s), Microwave oven, Washer, Dryer, Stand-alone ice maker, Smoke detector(s), Security system, Window/wall a/c, Generator, Pool barrier/fence, Pool equipment, Pool heater, Spa or hot tub with heater, Above ground pool, Storage shed, TV antenna/satellite dish, Water softener/purifier, Storm shutters and panels

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer. (e) The following items are excluded from the purchase:

Subject to PennyMac Counter Offer Addendum 90,000.00

2. PURCHASE PRICE (U.S. currency): 90,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ The initial deposit made payable and delivered to "Escrow Agent" named below (CHECK ONE): [] accompanies offer or [] is to be made upon acceptance (Effective Date) or [] is to be made within (if blank, then 3) days after Effective Date Escrow Agent Information: Name: Address: Phone: E-mail: Fax:

(b) Additional deposit to be delivered to Escrow Agent within (if blank, then 3) days after Effective Date. (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8

(d) Other: (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds. NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE: 11.15.11 10-28-11

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on November 25, 2011 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials: JAB Seller's Initials: [Signature] Page 1 of 10 Florida Realtors/Florida Bar-ASIS-1 Rev 5/10 © 2010 Florida Realtors and The Florida Bar All rights reserved.

50 5. EXTENSION OF CLOSING DATE:

51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth in Lending Act (TILA)
52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,
53 not to exceed 7 days.

54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'
56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days
57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,
58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not
59 occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this
60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
61 releasing Buyer and Seller from all further obligations under this Contract.

62 6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all
63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant
66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
68 accepted Property in its existing condition as of time of taking occupancy.

69 7. ASSIGNABILITY: (CHECK ONE) Buyer may assign and thereby be released from any further liability
70 under this Contract; may assign but not be released from liability under this Contract; or may not assign
71 this Contract.

72 FINANCING
73 Subject to PennyMac Counter Offer Addendum

74 8. FINANCING:
75 (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing
76 contingency to Buyer's obligation to close.

77 (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
78 VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan
79 Commitment Date") for: (CHECK ONE): fixed, adjustable, fixed or adjustable rate loan in
80 the principal amount of \$ _____ or _____ % of the Purchase Price, at an initial interest rate
81 not to exceed _____ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
82 term of _____ years ("Financing").

83 Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after
84 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
85 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
86 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
87 Buyer's lender to disclose such status and progress to Seller and Broker.

88 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
89 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
90 further obligations under this Contract.

91 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of
92 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by
93 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
94 Seller from all further obligations under this Contract.

95 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
96 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;
97 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions
98 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
99 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of
100 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
101 from all further obligations under this Contract.

102 (c) Assumption of existing mortgage (see rider for terms).
 (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms).

Buyer's Initials JAS
Florida Realtors/Florida Bar-ASIS-1

Seller's Initials [Signature]

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any.
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other:
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cura title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other:
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance

Subject to PennyMac Counter Offer Addendum

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

- (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
- (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
- (iii) (MIAMI-DADE/BROWARD REGIONAL PROVISION): Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, Buyer Seller N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. If special assessments may be paid in installments (CHECK ONE):

- (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
 - (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

Buyer's Initials JAB Page 3 of 10 Seller's Initials [Signature]
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DISCLOSURES

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10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

Subject to PennyMac Counter Offer Addendum

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have ZERO (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

Buyer's Initials JLB
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Seller's Initials J

- 209 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 210 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 211 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 212 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 213 Maintenance Requirement and has met all other contractual obligations.
- 214 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
- 215 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
- 216 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
- 217 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
- 218 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
- 219 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
- 220 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
- 221 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
- 222 become obligated to expend, any money.
- 223 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 224 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 225 to Buyer.

ESCROW AGENT AND BROKER

227 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
 228 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
 229 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
 230 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
 231 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
 232 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
 233 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
 234 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
 235 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
 236 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
 237 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
 238 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
 239 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
 240 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
 241 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
 242 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
 243 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
 244 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
 245 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
 246 or termination of this Contract.

Subject to PennyMac Counter Offer Addendum

247 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
 248 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
 249 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
 250 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
 251 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
 252 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
 253 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
 254 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
 255 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
 256 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
 257 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
 258 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
 259 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 260 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 261 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 262 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 263 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 264 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
 265 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
 266 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
 267 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Buyer's Initials JAB Page 5 of 10 Seller's Initials [Signature]
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268 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
269 Contract

DEFAULT AND DISPUTE RESOLUTION

271 **15. DEFAULT:**

272 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
273 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
274 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
275 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
276 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
277 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
278 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
279 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay
280 to Cooperating Broker.

281 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
282 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
283 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
284 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
285 performance. This Paragraph 15 shall survive Closing or termination of this Contract.

286 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
287 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
288 settled as follows:

289 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
290 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under
291 Paragraph 16(b).

292 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
293 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
294 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
295 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
296 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16
297 shall survive Closing or termination of this Contract.

298 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
299 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
300 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
301 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
302 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

303 **18. STANDARDS:**

Subject to PennyMac Counter Offer Addendum

304 **A. TITLE:**

305 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
306 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
307 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or
308 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the
309 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
310 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
311 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat
312 or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry;
313 (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in
314 width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent
315 years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum);
316 provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any
317 violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be
318 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with
319 law.

320 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
321 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
322 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
323 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
324 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,
325 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

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Seller's Initials *J*

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

327
 328 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will
 329 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's
 330 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of
 331 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days
 332 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure
 333 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date
 334 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or
 335 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from
 336 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,
 337 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 338 thereby releasing Buyer and Seller from all further obligations under this Contract.

339 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
 340 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable
 341 governmental regulations described in STANDARD A (l)(a), (b) or (d) above, Buyer shall deliver written notice of such
 342 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than
 343 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey
 344 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior
 345 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
 346 preparation of such prior survey, to the extent the affirmations therein are true and correct.

347 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
 348 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

349 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and
 350 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent
 351 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease
 352 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by
 353 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)
 354 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver
 355 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing
 356 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 357 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who
 358 shall assume Seller's obligation thereunder. **Subject to PennyMac Counter Offer Addendum**

359 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing
 360 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs
 361 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or
 362 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general
 363 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all
 364 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for
 365 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid
 366 or will be paid at Closing.

367 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract
 368 which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m.
 369 (where the Property is located) of the next business day. Time is of the essence in this Contract.

370 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
 371 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
 372 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
 373 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of
 374 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in
 375 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force
 376 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent
 377 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this
 378 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer
 379 and Seller from all further obligations under this Contract.

380 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
 381 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described
 382 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by
 383 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

384 **I. CLOSING LOCATION, DOCUMENTS, AND PROCEDURE:**

385 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
 386 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

397
 398 insurance, or, if no title insurance, designated by Seller Closing may be conducted by mail or electronic means,
 399 (ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale,
 400 certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective
 401 instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract.
 402 Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements,
 403 survey, base elevation certification, and other documents required by Buyer's lender.

404 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title
 405 Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the
 406 escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to
 407 **COLLECTION** of all closing funds, disburse at Closing the brokerage fees to Broker and the net sales proceeds to
 408 Seller.
Subject to PennyMac Counter Offer Addendum

409 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 8(c) does not provide
 410 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow
 411 and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period
 412 of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer
 413 shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt
 414 of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds
 415 paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with
 416 such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to
 417 Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the
 418 Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be
 419 available to Buyer by virtue of warranties contained in the deed or bill of sale.

420 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
 421 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 422 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
 423 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in
 424 which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by
 425 prorations to be made through day prior to Closing Advance rent and security deposits, if any, will be credited to
 426 Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current
 427 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing
 428 occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be
 429 prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then
 430 taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of
 431 year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated
 432 based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which,
 433 request shall be made to the County Property Appraiser for an informal assessment taking into account available
 434 exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of
 435 current year's tax bill. This STANDARD K shall survive Closing.

436 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
 437 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
 438 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

439 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
 440 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
 441 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
 442 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
 443 cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
 444 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
 445 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
 446 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
 447 Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
 448 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

449 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with
 450 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
 451 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
 452 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
 453 upon, nor extended or delayed by, such Exchange.

454 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any
 455 notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the
 456 parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

Buyer's Initials JMB
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Seller's Initials [Signature]
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

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 448 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real
 449 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in
 450 writing and may be made by mail, personal delivery or electronic (including pdf) media. A legible facsimile or
 451 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
 452 original.
 453 P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement
 454 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
 455 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
 456 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
 457 to be bound by it.
 458 Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
 459 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
 460 rights.
 461 R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten
 462 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
 463 S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received,
 464 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent
 465 or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by
 466 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
 467 T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and
 468 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.
 469 U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of
 470 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in
 471 which the Real Property is located.
 472 X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by
 473 law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other
 474 damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone
 475 claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

476
 477 19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this
 478 Contract (Check if applicable): Subject to PennyMac Counter Offer Addendum

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> A. Condominium Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> AA. Licensee-Personal Interest in Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> P. Pre-1978 Housing Statement (Lead Based Paint) | <input type="checkbox"/> V. Sale of Buyer's Property | <input checked="" type="checkbox"/> Other CITY OF PSL |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> W. Back-up Contract | ADDENDUM |
| <input type="checkbox"/> G. Short Sale | | <input type="checkbox"/> X. Kick-out Clause | |
| <input type="checkbox"/> H. Homeowners' Insurance | | | |
| <input type="checkbox"/> I. FIRPTA | | | |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | | |
| <input type="checkbox"/> K. RESERVED | | | |

479 20. ADDITIONAL TERMS:
 480 _____
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Buyer's Initials MB Page 9 of 10 Seller's Initials [Signature]
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COUNTER-OFFER/REJECTION

494
495 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
496 deliver a copy of the acceptance to Seller).
497 Seller rejects Buyer's offer.

498 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE
499 OF AN ATTORNEY PRIOR TO SIGNING.

500 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

501 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms
502 and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions
503 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested
504 persons.

505 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
506 BE COMPLETED.

Subject to PennyMac Counter Offer Addendum

507* Buyer: Jeremy Abenthott Date: 10/21/11

508* Buyer: _____ Date: _____

509* Seller: [Signature] Date: 11-2-11

510* Seller: Jon Mason - Director of REO
PennyMac Loan Services, LLC Date: _____

511 Buyer's address for purposes of notice Seller's address for purposes of notice
512* _____
513* _____
514* _____

515 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
516 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
517 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
518 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
519 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
520 made by Seller or Listing Broker to Cooperating Brokers.

521* Robin Dew 772-342-4543
522 Cooperating Sales Associate, if any

Rosa Vargas/Gina DeLisa
Listing Sales Associate

523* Real Estate of Florida 2.5%
524 Cooperating Broker, if any

Real Living All Florida Realty
Listing Broker

BUYER'S ADDENDUM

1. **Addendum Outlines Requirements of NSP Program.** The Seller acknowledges that the terms of this Addendum outline the property acquisition requirements of the City of Port St. Lucie Neighborhood Stabilization Program (NSP), which is a non-profit federally sponsored program. The subject property is being purchased for the NSP using federal grant funds and any contract for purchase must include the terms contained in this Addendum. Accordingly, this Addendum is to be made part, and incorporated into the Residential Contract for Sale And Purchase of Property ("Contract") between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Buyer"), and OWNER OF RECORD ("Seller"), for the real property and improvements located at the following address: 230 SW Chelsea Terrace, Port St. Lucie, Florida, with Parcel ID No.: 3420-560-1920-000/2 ("Property").

2. **Express Contingency for Purchase Price of the Property.** Pursuant to the NSP, the Buyer is required to purchase properties at a one percent (1%) discount from the fair market value/appraised value. Therefore, the parties agree that the purchase price stated in the Contract must and will be at least one percent (1%) less than the appraised value. After the execution of the Contract and all addenda, the appraised value shall be determined via an appraisal performed by an appraiser selected by the Buyer, in Buyer's sole discretion, and paid for by the Buyer. In accordance with the requirements of the NSP, the parties agree that the purchase price for the Property, following receipt of the appraisal, shall be the lesser of either: (1) the price stated in the Contract, or (2) ninety-nine percent (99%) of the appraised value. In no event shall the Buyer be obligated to purchase the Property for more than ninety-nine percent (99%) of the appraised value. Further, the parties agree that nothing in the Contract to purchase the Property, including any addenda or exhibits, shall be construed as an agreement to obligate Buyer to use any funds other than those received by the Buyer pursuant to the NSP.

Subject to PennyMac Counter Offer Addendum

3. **Tenants' Rights Contingency.** The Buyer will not purchase foreclosed homes from an initial successor in interest that failed to comply with the tenants' rights requirements under the Housing and Economic Recovery Act of 2008 (HERA), as amended. To the best of Seller's knowledge and records, Seller warrants and represents that the Property, if acquired by Seller after February 17, 2009, was not occupied by a *bona fide* tenant at the time of foreclosure and is not currently tenant-occupied. If prior to Closing, Seller becomes aware that the Property was occupied by a *bona fide* tenant, Seller shall immediately disclose this fact to Buyer and Buyer may terminate this Contract without penalty or liability and any Earnest Money Deposit shall be returned to Buyer. In the event that Buyer, without a disclosure being made by Seller, becomes aware that the Property was tenant-occupied, then Buyer may terminate this Contract without penalty or liability.

4. **Conflicting Provisions in Seller's Contract and Addenda.** Buyer shall ~~not be bound by any terms or provisions of Seller's Purchase and Sale Agreement and any addenda (hereinafter "Contract Documents") in conflict with this Addendum.~~ The

terms, conditions and obligations provided for and/or addressed in this Addendum shall govern, supersede and take precedence over any and all conflicting terms, conditions and obligations contained in Seller's Contract Documents.

5. **Contract Not Assignable Without Buyer's Consent.** Buyer may only purchase property from the entity that foreclosed on the subject property or its agent. Investor owned homes are not eligible for purchase under the NSP. Seller may not assign this Contract in a manner that would make the property ineligible for purchase under the NSP. Any assignment shall require the prior written consent of Buyer.

6. **Proration.** The parties hereby agree that typical pro-rations (such as, but not limited to, solid waste service, utility service, water and sewer costs, electricity, taxes) normally considered being part of closing costs and expenses shall be prorated; however the payoff of the special assessment for the City of Port St. Lucie's water and sewer expansion project and any unpaid solid waste assessments shall be borne solely by the Seller.

7. **Title Insurance and Closing Fees.** Seller shall be permitted to choose a Closing agent/Title company for this real estate transaction. Seller shall provide to Buyer a Title Commitment and an Owner's Title Insurance Policy. Seller shall be responsible for the payment of any and all fees, charges and costs associated with the title insurance and the issuance of the Owner's Title Policy to Buyer.

8. **Ryan Clause.** Buyer acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Property. Buyer's acceptance of title to the Property, which is subject to such restrictions, shall not be construed as a waiver of Buyer's claim of exemption as a governmental unit, from any cloud or encumbrance created by the above-mentioned matters pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982). Buyer and Seller hereby agree that this language shall appear on the face of the deed transferring title to the Property from Seller to Buyer.

9. **Liens.** All liens of record, including certified municipal, city, and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller.

Subject to PennyMac Counter Offer Addendum

10. **Governing Law.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida; and in the event of any litigation concerning the terms of this Contract, proper venue thereof will be in St. Lucie County, Florida.

11. **Litigation.** In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

12. **Recording.** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida, but shall not be recorded in the official Public Records of the Clerk of the Court of St. Lucie County, Florida.

13. **Invalid Provisions.** In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

14. **Entire Agreement.** The Contract and Addenda contain the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

15. **Effectiveness.** The effectiveness of this Contract is contingent upon and subject to final approval by the City Council of Port St. Lucie.

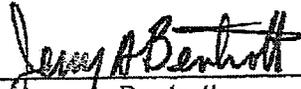
16. **NSP Information Notice.** By executing this Contract/Addendum, Seller acknowledges receipt of the NSP Voluntary Acquisition of Foreclosed Property Information Notice.

**Subject to PennyMac Counter Offer Addendum
BUYER:**

CITY OF PORT ST. LUCIE,
a Florida municipal Corporation

Date: _____

By: _____


Jerry A. Bentrott
City Manager

SELLER:

Date: 11-2-11

By: _____

Print Name: _____

Title: _____

**Jon Mason - Director of REO
PennyMac Loan Services, LLC**



CITY OF PORT ST. LUCIE

CITY ATTORNEY

NSP VOLUNTARY ACQUISITION OF FORECLOSED PROPERTY

- Informational Notice & Addendum to Contract for Sale and Purchase -

October 21, 2011

To whom it may concern:

The City of Port St. Lucie, is interested in acquiring property you own at 230 SW Chelsea Terrace, in Port St. Lucie, Florida, for a project receiving funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP).

Please be advised that, the City of Port St. Lucie possesses eminent domain authority to acquire property, however, in the event you are not interested in selling your property, or if we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of the proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

Under the NSP, we are required to purchase residential foreclosed property at a discount from its current market appraised value. Please see the attached proposed Contract for Sale and Purchase for our offer. However, this offer is contingent upon an appraisal conducted by a City contracted appraiser valuing the property at least one percent (1%) greater than our offer of \$90,000.00, to purchase your property. Please contact us at your convenience if you are interested in selling your property.

Subject to PennyMac Counter Offer Addendum

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance. A tenant-occupant who moves as a result of a voluntary acquisition for a federally-assisted project may be eligible for relocation assistance as a displaced person. Such displaced persons may include not only current lawful occupants, but also former tenants required to move for any reason other than an eviction for cause in accordance with applicable federal, state, and local law. If your property is currently tenant-occupied or a tenant lawfully occupied your property within the past three (3) months prior to our offer, we need to know immediately. Further you should not order current occupants to move, or fail to renew a lease, in order to sell the property to us as vacant.

If you have any questions about this notice or the proposed project, please contact Stefanie Beskovoyne, Assistant City Attorney, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, (772) 873-6321.

Property Owner/Seller acknowledges receipt of this "Informational Notice" by signing below:

Seller Signature

Subject to PennyMac Counter Offer Addendum

By: _____

Date: _____

Print Name: _____

Title: _____

**Jon Mason - Director of REO
PennyMac Loan Services, LLC**

**FUNDING APPROVAL AND GRANT AGREEMENT FOR
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) FUNDS
AS AUTHORIZED AND APPROPRIATED UNDER THE WALL STREET
REFORM AND CONSUMER PROTECTION ACT OF 2010, AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009 AND THE HOUSING
AND ECONOMIC RECOVERY ACT OF 2008
(PUBLIC LAWS 111-203, 111-005 and 110-289)**

NSP3 GRANTEE: City of Port St Lucie

NSP3 GRANT NUMBER: B-11-MN-12-0025

NSP3 GRANT AMOUNT: \$3,515,509

NSP3 APPROVAL DATE: 3/10/2011

NSP3 EXPENDITURE DEADLINE (2 YEAR): 3/9/2013

NSP3 EXPENDITURE DEADLINE (3 YEAR): 3/9/2014

GRANTEE DUNS NUMBER: 025204173

1. This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and City of Port St Lucie (Grantee) is made pursuant to the authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203 (July 21, 2010)) (Dodd-Frank Act), title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5 (February 17, 2009)) (Recovery Act) and sections 2301 - 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 of HERA is known as the "Neighborhood Stabilization Program" or "NSP." The term "NSP2" refers to the second appropriation of NSP funds provided under the Recovery Act. The additional allocation under the Frank Dodd Act represents the third round of Neighborhood Stabilization Program funding and is referred to as "NSP3." Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010) (NSP3 Notice); the Dodd-Frank Act; the Recovery Act; HERA; the Grantee's application for NSP3; the HUD regulations at 24 CFR Part 570 (as modified by the NSP3 Notice as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement. In the event of a conflict between a provision of the Grantee's Application and any provision of this Grant Agreement, the latter shall control.

2. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements) and the Federal Funding Accountability and Transparency Act (Pub. L. 109-282) (including implementing guidance).
3. Subject to the provisions of this Grant Agreement, HUD will make NSP3 Grant Funds in the amount of \$3,515,509 available to the Grantee upon execution of this Grant Agreement by the parties. Of that amount, \$878,877 must be used to house individuals or families whose incomes do not exceed 50 percent of area median income, pursuant to Dodd-Frank Act. The Grantee shall have 24 months from the date of HUD's execution of this Grant Agreement to expend half of the NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The Grantee shall have 36 months from the date of HUD's execution of this Grant Agreement to expend the total NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The NSP3 Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP3 Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the NSP3 Notice, as amended. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP3, such costs are limited to those incurred on or after the date that the NSP3 Notice was published by HUD.
4. The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58.
5. The Grantee agrees that it will demolish or convert units using NSP3 funds only to the extent and scope described in the NSP3 substantial amendment. The Grantee agrees that under no circumstances will NSP3 funds be used to demolish any public housing (as defined in section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a)).
6. The Grantee agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Grantee must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Grantee will not use NSP3 funds to finance the acquisition of property from any initial successor in interest that failed to comply with applicable requirements unless the Grantee assumes the obligations of such initial successor in interest with respect to bona fide tenants. If the Grantee elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the

assistance outlined in 24 CFR 570.606. If the Grantee knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP3 funds cannot be used to acquire such properties.

7. The Grantee further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration.
8. This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall also review, among other things, whether the amendment is otherwise consistent with the Dodd-Frank Act, the Recovery Act, HERA, the NSP3 Notice, as amended, and the Regulations.
9. The Grantee may not amend its Grantee Submission other than as described above; however, such amendments will be subject to the requirements of the NSP3 Notice and any revisions HUD may make to the NSP3 Notice (or any successor Notice or regulation).
10. The Grantee must respond in writing to any citizen complaint within 15 working days, if feasible, and send a copy of the response to HUD. The Grantee shall at all times maintain an up-to-date copy of its Grantee Application, including all amendments approved by HUD, on its Internet website. Further, the Grantee shall maintain information on all draw downs, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506 and the NSP3 Notice, as amended, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.
11. The Grantee is advised that providing false, fictitious or misleading information with respect to NSP3 Grant Funds may result in criminal, civil or administrative prosecution under 18 USC § 1001, 18 USC § 1343, 31 USC § 3729, 31 USC § 3801 or another applicable statute.
12. Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP3 grants.

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