

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a)
AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(Amendment No. 2)

Ocwen Financial Corporation

(Name of Issuer)

Common Stock, \$.01 Par Value

(Title of Class of Securities)

675746 10 1

(CUSIP Number)

Barry N. Wish
1661 Worthington Road, Suite 100
West Palm Beach, Florida 33409
(561) 682-8000

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

May 9, 2006

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box 9.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

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SCHEDULE 13D

CUSIP No. 889050 10 0

Page 2 of 10 Pages

1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

Barry N. Wish

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☒ [X]

(b) ☐ []

3 SEC USE ONLY

4	SOURCE OF FUNDS*		N/A

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)		[]

6	CITIZENSHIP OR PLACE OF ORGANIZATION		United States

NUMBER OF SHARES	7	SOLE VOTING POWER	272,495

BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	6,857,324

EACH	9	SOLE DISPOSITIVE POWER	272,495

REPORTING PERSON WITH	10	SHARED DISPOSITIVE POWER	6,857,324

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		7,129,819

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*		[]

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		11.3%

14	TYPE OF REPORTING PERSON*		IN

SCHEDULE 13D

CUSIP No. 889050 10 0

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

Wishco, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☒(b) ☐

3 SEC USE ONLY

4 SOURCE OF FUNDS*

N/A

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) or 2(e)

☐

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF	7	SOLE VOTING POWER	0
SHARES			
BENEFICIALLY	8	SHARED VOTING POWER	6,465,384
OWNED BY			
EACH	9	SOLE DISPOSITIVE POWER	0
REPORTING			
PERSON WITH	10	SHARED DISPOSITIVE POWER	6,465,384

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,465,384

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

☐

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

10.2%

14 TYPE OF REPORTING PERSON*

CO

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

BNW Partners

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☒(b) ☐

3 SEC USE ONLY

4 SOURCE OF FUNDS*

N/A

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) or 2(e)

☐

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	351,940
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	351,940

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

351,940

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

☐

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.6%

14 TYPE OF REPORTING PERSON*

P

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CUSIP No. 889050 10 0

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

BNW, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☒(b) ☐

3 SEC USE ONLY

4 SOURCE OF FUNDS*

N/A

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) or 2(e)

☐

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES	7	SOLE VOTING POWER	0
BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER	351,940
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	351,940

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

351,940

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

☐

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.6%

14 TYPE OF REPORTING PERSON*

CO

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CUSIP No. 889050 10 0

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1 NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

Barry Wish Family Foundation, Inc.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*

(a) ☒(b) ☐

3 SEC USE ONLY

4 SOURCE OF FUNDS*

N/A

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) or 2(e)

☐

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF	7	SOLE VOTING POWER	0
SHARES			
BENEFICIALLY	8	SHARED VOTING POWER	40,000
OWNED BY			
EACH	9	SOLE DISPOSITIVE POWER	0
REPORTING			
PERSON WITH	10	SHARED DISPOSITIVE POWER	40,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

40,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

☐

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0.1%

14 TYPE OF REPORTING PERSON*

CO

Item 1. Security and Issuer

The securities as to which this Amendment No. 2 to Schedule 13D ("Schedule") relate are the shares of common stock, \$0.01 par value per share ("Common Stock"), of Ocwen Financial Corporation (the "Issuer"). The address of the Issuer's principal executive office is 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

Item 2. Identity and Background

This Schedule is filed by Barry N. Wish, Wishco, Inc., a Delaware corporation controlled by Mr. Wish pursuant to his ownership of 93.0% of the common stock thereto ("Wishco"), BNW Partners, a Delaware partnership of which the partners are Mr. Wish and BNW, Inc., a Delaware corporation wholly owned by Mr. Wish, and the Barry Wish Family Foundation, Inc., a charitable foundation of which Mr. Wish is a director ("Foundation") (collectively, the "Reporting Persons").

Mr. Wish's business address is 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409. The address of Wishco, BNW Partners, BNW, Inc. and the Foundation is 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

Mr. Wish is the Chairman Emeritus and a director of the Issuer. Wishco is a holding company. BNW Partners is a general partnership formed for the investment of securities and BNW, Inc. is an S-corporation formed for the investment of securities. The Foundation is a charitable foundation that makes gifts to a wide variety of charities.

None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which they were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or a finding of any violation with respect to such laws.

Mr. Wish is a citizen of the United States.

Item 5. Interest in Securities of the Issuer

(a)-(b) As of March 31, 2006, 63,396,645 shares of Common Stock were outstanding. Subsequent to the transactions described in Item 5(c) below, Mr. Wish beneficially owns 7,129,819 shares of Common Stock of the Issuer, which represent approximately 11.3% of the outstanding shares of Common Stock. Such amount includes 272,495 shares held directly by Mr. Wish for which he has sole voting and dispositive power, 6,465,384 shares held by Wishco, with whom Mr. Wish shares voting and dispositive power, 351,940 shares held by BNW Partners, with whom Mr. Wish and BNW, Inc. share voting and dispositive power, and 40,000 shares held by the Foundation, with whom Mr. Wish shares voting and dispositive power.

Wishco beneficially owns 6,465,384 shares of Common Stock of the Issuer, which represent approximately 10.2% of the outstanding shares of Common Stock. Wishco shares voting and dispositive power over such shares with Mr. Wish, who is the controlling stockholder of Wishco.

BNW Partners beneficially owns 351,940 shares of Common Stock of the Issuer, which represent approximately 0.6% of the outstanding shares of Common Stock. BNW, Inc. and Mr. Wish share voting and dispositive power over such

shares. The Foundation beneficially owns 40,000 shares of Common Stock of the Issuer, which represent 0.1% of the outstanding shares of Common Stock. As a director of the Foundation, Mr. Wish shares voting and dispositive power over such shares.

(c) During the past 60 days, the Reporting Persons have engaged in transactions in the Common Stock as set forth below.

	Date	Reporting Person	Transaction	Number of Shares	Price Per Share	Source of Funds
	-----	-----	-----	-----	-----	-----
1.	3/13/06	Wishco	Disposition	1,000	\$9.884	N/A
2.	3/14/06	Wishco	Disposition	1,000	\$9.941	N/A
3.	3/15/06	Wishco	Disposition	1,000	\$9.938	N/A
4.	3/16/06	Wishco	Disposition	1,000	\$9.939	N/A
5.	3/17/06	Wishco	Disposition	1,000	\$9.857	N/A
6.	3/20/06	Wishco	Disposition	1,000	\$9.743	N/A
7.	3/21/06	Wishco	Disposition	1,000	\$9.690	N/A
8.	3/21/06	Foundation	Disposition	1,000	\$9.650	N/A
9.	3/22/06	Wishco	Disposition	1,000	\$9.550	N/A
10.	3/23/06	Wishco	Disposition	1,000	\$9.754	N/A
11.	3/24/06	Wishco	Disposition	1,000	\$9.971	N/A
12.	3/27/06	Wishco	Disposition	1,000	\$10.003	N/A
13.	3/28/06	Wishco	Disposition	1,000	\$10.066	N/A
14.	3/29/06	Wishco	Disposition	1,000	\$10.132	N/A
15.	3/30/06	Wishco	Disposition	1,000	\$10.155	N/A
16.	3/31/06	Wishco	Disposition	1,000	\$10.161	N/A
17.	4/3/06	Wishco	Disposition	1,000	\$10.147	N/A
18.	4/4/06	Wishco	Disposition	1,000	\$10.008	N/A
19.	4/5/06	Wishco	Disposition	1,000	\$10.000	N/A
20.	4/6/06	Wishco	Disposition	1,000	\$10.205	N/A
21.	4/7/06	Wishco	Disposition	1,000	\$10.291	N/A
22.	4/10/06	Wishco	Disposition	1,000	\$10.408	N/A
23.	4/10/06	Foundation	Disposition	1,000	\$10.408	N/A
24.	4/11/06	Wishco	Disposition	1,000	\$10.430	N/A
25.	4/12/06	Wishco	Disposition	1,000	\$10.490	N/A
26.	4/13/06	Wishco	Disposition	1,000	\$10.459	N/A
27.	4/17/06	Wishco	Disposition	1,000	\$10.532	N/A
28.	4/18/06	Wishco	Disposition	1,000	\$10.580	N/A
29.	4/19/06	Wishco	Disposition	1,000	\$10.670	N/A
30.	4/20/06	Wishco	Disposition	1,000	\$10.770	N/A
31.	4/21/06	Wishco	Disposition	1,000	\$10.810	N/A
32.	4/24/06	Wishco	Disposition	1,000	\$10.750	N/A
33.	4/25/06	Wishco	Disposition	1,000	\$10.721	N/A
34.	4/26/06	Wishco	Disposition	1,000	\$10.820	N/A
35.	4/27/06	Wishco	Disposition	1,000	\$11.012	N/A
36.	4/27/06	Foundation	Disposition	1,000	\$11.012	N/A
37.	4/28/06	Wishco	Disposition	1,000	\$11.160	N/A
38.	5/1/06	Wishco	Disposition	1,000	\$11.100	N/A
39.	5/2/06	Wishco	Disposition	1,000	\$11.030	N/A
40.	5/3/06	Wishco	Disposition	1,000	\$11.010	N/A
41.	5/4/06	Wishco	Disposition	1,000	\$11.200	N/A
42.	5/5/06	Wishco	Disposition	1,000	\$11.530	N/A
43.	5/5/06	Wishco	Disposition	1,000,000	\$11.000	N/A
44.	5/8/06	Wishco	Disposition	1,000	\$11.450	N/A
45.	5/9/06	Wishco	Disposition	1,000	\$11.560	N/A
46.	5/9/06	Foundation	Disposition	1,000	\$11.560	N/A
47.	5/10/06	Wishco	Disposition	1,000	\$11.520	N/A

Item 7. Material to be Filed as Exhibits

The following exhibits are included as exhibits to this Schedule:

1. The Stock Repurchase Agreement between Wishco, Inc. and Ocwen Financial Corporation, dated as of May 5, 2006.
2. The joint filing agreement among the Reporting Persons is included on the signature page.

Signature
- -----

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, the undersigned certify that the information set forth in this Statement on Schedule 13D is true, complete and correct.

The undersigned hereby agree that this Statement on Schedule 13D filed on or about this date with respect to the beneficial ownership of shares of Common Stock of Ocwen Financial Corporation is being filed jointly on behalf of each of the persons and entities named below.

Date: May 9, 2006

/s/ BARRY N. WISH

Barry N. Wish

WISHCO, INC.

By: /s/ BARRY N. WISH

Barry N. Wish

BNW PARTNERS

By: /s/ BARRY N. WISH

Barry N. Wish

BNW, INC.

By: /s/ BARRY N. WISH

Barry N. Wish

BARRY WISH FAMILY FOUNDATION, INC.

By: /s/ BARRY N. WISH

Barry N. Wish

STOCK REPURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of May 5, 2006, between Wishco, Inc., a corporation controlled by Barry N. Wish, (the "Seller") and Ocwen Financial Corporation, a Florida corporation (the "Company").

WHEREAS, the Seller desires to sell and the Company desires to purchase one million (1,000,000) shares of Common Stock, par value \$.01 per share, of the Company owned by the Seller (the "Shares") pursuant to the terms and conditions of this Agreement.

WHEREAS, the disinterested members of the Board of Directors of the Company have considered and approved the purchase of the Shares by the Company at the price set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I

Sale and Purchase

1.01 Sale and Purchase. Subject to the terms and conditions of this Agreement, the Seller shall sell to the Company, and the Company shall purchase from the Seller, the Shares, at a price per share of \$11.00. The aggregate purchase price due to the Seller is \$11,000,000 (the "Purchase Price"). The Purchase Price shall be paid in full at Closing (as defined below) in immediately available funds by wire transfer to the Seller.

1.02 Closing. At the closing of the transaction contemplated hereby to take place on May 9, 2006 (the "Closing"), the Seller will convey to the Company all of its right, title and interest in and to the Shares free and clear of all Encumbrances other than Company Encumbrances (each as defined in Section 2.01 hereof). The Seller shall deliver to the Company, at the Closing, a certificate or certificates representing the Shares, duly endorsed for transfer or accompanied by duly executed stock powers naming the Company as transferee.

ARTICLE II

Representations and Warranties of the Seller

As a material inducement to the Company to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller hereby represents and warrants to the Company, as of the Closing, as follows:

2.01 Ownership; Authority; Good Title. The Seller is the lawful owner of the Shares free and clear of any claim, lien, pledge, voting agreement, adverse claim, option, charge, security interest, mortgage, deed of trust, encumbrance, right of assignment, purchase right or other rights of any nature whatsoever affecting the use, voting or transfer of the Shares (each, an "Encumbrance") and has the full power and authority to enter into this Agreement

and to transfer, assign, convey and deliver the Shares free and clear of any Encumbrance other than an Encumbrance arising through the Company's ownership of the Shares (a "Company Encumbrance") and, upon delivery to the Company of a certificate or certificates representing such Shares, duly endorsed for transfer or accompanied by a stock power duly executed by such Seller, the Company will have acquired good and valid title to the Shares, free and clear of any Encumbrance other than a Company Encumbrance.

2.02 Enforceability. This Agreement has been duly and validly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, subject to bankruptcy, insolvency or other similar laws of general application affecting creditors' rights and general principles of equity.

2.03 Absence of Violations or Conflicts. Neither the execution and delivery by the Seller of this Agreement, the compliance by the Seller with the terms and conditions hereof, nor the consummation by the Seller of the transactions contemplated hereby will violate, result in a breach of, or constitute a default under its articles of incorporation or bylaws, as amended, or under any agreement, instrument, judgment, order or decree to which the Seller is a party or is otherwise bound or result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Seller pursuant to any such agreement, instrument, judgment, order or decree or give to others any material rights or interests (including rights of purchase, termination, cancellation or acceleration), under any such agreement or instrument.

2.04 The Company has provided Seller with full and complete disclosure with respect to the operations, business prospects and condition (financial or otherwise) of the Company, and Seller has made a voluntary and informed investment decision to sell the Shares to the Company.

ARTICLE III

Representations and Warranties of the Company

As a material inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, the Company hereby represents and warrants to the Seller, as of the Closing, as follows:

3.01 Existence; Authority. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The Company has all requisite corporate power and authority to execute, deliver and perform the terms of this Agreement and to consummate the transactions contemplated hereby and has all taken all necessary action to authorize the execution, delivery and performance of this Agreement.

3.02 Enforceability. This Agreement has been duly and validly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to

bankruptcy, insolvency or other similar laws of general application affecting creditors' rights (except as specified in Section 3.03 below) and general principles of equity.

3.03. Absence of Violations and Conflicts. Neither the execution and delivery by the Company of this Agreement, the compliance by the Company with the terms and conditions hereof, nor the consummation by the Company of the transactions contemplated hereby will (a) violate any fraudulent conveyance laws, (b) violate any laws restricting the Company's purchase of its Common Stock or (c) violate, result in a breach of, or constitute a default under its articles of incorporation or bylaws, as amended, or any agreement, instrument, judgment, order or decree to which the Company is a party or is otherwise bound or give to others any material rights or interests (including rights of purchase, termination, cancellation or acceleration) under any such agreement or instrument.

3.04 The Company is acquiring the Shares only for its own account, and not with a view to resell or otherwise distribute the Shares.

ARTICLE IV Indemnification

4.01 Indemnification.

(a) The Seller will defend and hold harmless the Company for, and will pay to the Company any Damages arising from or in connection with any breach of any representation or warranty made by such Seller in Article 2 of this Agreement.

(b) The Company will indemnify, defend and hold harmless the Seller for, and will pay to the Seller any Damages arising from or in connection with any breach of any representation or warranty made by the Company in Article 3 of this Agreement.

(c) As used herein, "Damages" shall mean any loss, liability, claim, damage or expense (including reasonable attorneys' fees), whether or not involving a third party claim.

ARTICLE V Miscellaneous

5.01 Further Assurances. Each of the parties hereto agrees on behalf of itself and its assigns or successors in interest that it will, without further consideration, upon reasonable request, execute, acknowledge and deliver such other documents and take such further actions as reasonably may be necessary to consummate the purchase and sale of the Shares.

5.02 Expenses. Each of the parties hereto agrees to pay all of their own respective closing costs and expenses (including, without limitation, attorneys' fees), arising from this Agreement and the transactions contemplated hereby.

5.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

5.04 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire Agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements, express or implied, made by either party to the other party in connection with the subject matter hereof except as specifically set forth herein or in documents delivered pursuant hereto. To the fullest extent permitted by law, unless otherwise expressly provided for herein, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Company and the Seller. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

5.06 Matters of Construction, Severability.

(a) Construction. Each party has been represented by counsel selected by such party in connection with the negotiation and drafting of this Agreement, and this Agreement has been jointly drafted by such counsel, so that no principle of resolving ambiguities against the drafter shall apply in constructing any of the terms hereof. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(b) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party hereto.

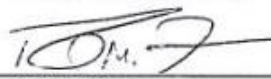
5.07 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Company, the Seller and their respective successors.

5.08 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors. No party may assign this Agreement or any of such party's rights, interests or obligations hereunder without the prior approval of the other party hereto.

5.09 Survival. The representations and warranties of the Seller and the Company shall survive the Closing indefinitely.

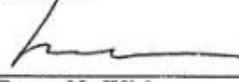
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement
as of the date first above written.

Ocwen Financial Corporation

By 

Ronald M. Faris
President

Wishco, Inc.

By 

Barry N. Wish
President

