

FORM 2043 SPECIAL SALE COMPARISON CHART

Current Version: 09/15
Proposed New Version: 01/18

New Language
Deleted Language

Heading at top of page 1-Current Language

This document has legal consequences.
If you do not understand it, consult your attorney.

Heading at top of page 1-Proposed New Language

This document has legal consequences.
If you do not understand it, consult your attorney.

The text of this form may not be altered in any manner
without written acknowledgement of all parties

Bottom of each page except page 7- Proposed New Language-

Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER SELLER SELLER

Section 3 Purchase Price (lines 20-29) -Current Language-

3. PURCHASE PRICE.

\$ is the total purchase/sale price to be paid as follows:
\$ earnest money received for delivery to/deposit by
escrow agent. Selling broker to be
escrow agent if none specified above.
\$ additional earnest money to be delivered to escrow agent within
days
after the "Acceptance Deadline" date or

The balance, including adjustments set forth in paragraphs 4 or 7, less, if applicable, any amount of Seller financing or of Seller's
loan being assumed as stipulated in this contract, is to be paid at Closing, by cashier's check, wire transfer or any form
acceptable to Closing agent.

Section 3 Purchase Price (lines 20-30)- Proposed New/Deleted Language

3. PURCHASE PRICE.

\$ is the total purchase/sale price to be paid as follows:
\$ earnest money (\$0 if none stated) (check one) received or to be delivered to
escrow agent within
days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be
escrow agent if none specified above.
\$ additional earnest money (\$0 if none stated) to be delivered to escrow agent within
days
after the "Acceptance Deadline" date (15 days if none stated) or

The balance, including the any adjustments set forth in paragraphs 4 or 7 this contract, less, if applicable, any amount of Seller
financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing, by cashier's
check, wire transfer or any form acceptable to Closing agent.

Section 4 Method of Financing (lines 52-56)- Current Language

Loan amount: % of the purchase price, or \$
Initial interest rate not to exceed: %. Amortization term: years.
Other terms:
TYPE: Conventional Fixed Rate FHA Adjustable Rate VA Other:

Section 4 Method of Financing (lines 53-59)- Proposed New Language

Loan amount: _____ % of the purchase price, or \$ _____.
Initial interest rate not to exceed: _____ %. Amortization term: _____ years.
Other terms (none if blank): _____
LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____
RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

- Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase /sale price or \$ _____ (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

Section 5 Closing & Possession (lines 65-67)- Current Language

deliver possession of the property and keys to Buyer no later than _____ (time) of _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.

Section 5 Closing and Possession (lines 68-70)- Proposed New Language

deliver possession of the property and keys to Buyer no later than (check one): Closing or _____ m (time) of _____ (date) **but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession.**

Added to the end of paragraph 5: Note: Parties are cautioned to always call to confirm instructions before sending any Funds via wire transfer

Section 7 Now Franchise Disclosure (formerly Adjustments & Closing Costs, now Section 8)

Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

Section 8 Adjustments & Closing Costs (lines 125, 127-128 &137) Current Language

125-• survey and title company charges (including Closing, recording and escrow fees) customarily paid by Buyer, subject to
127-128-• any charges imposed by lender, for example: appraisal and credit report fees, loan discount (points), loan origination fees, funding fees, and other loan expenses, unless specifically agreed to be paid by Seller;
137-• title company charges (including Closing, releasing and escrow fees) customarily paid by Seller, subject to paragraph 8;

Section 8 Adjustments & Closing Costs (lines 136, 138-139 & 148) Proposed New/Deleted Language

136-• survey and title company charges (including for example: Closing, recording and, escrow, wire and closing protection letter
138-139-• any charges imposed by lender, (for example: appraisal and credit report fees, loan discount-(points), loan origination fees, funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;
148-• title company charges (including for example: Closing, releasing, escrow, wire and closing protection letter fees)

Section 11 Renamed Miscellaneous Provisions-(10. Time Is Of The Essence, 11. Binding Effect, 14. Governing Law and 15. Entire Agreement sections combined)

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

Section 14 Renamed Foreign Investment (FIRPTA) –Proposed New Language

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number, Social Security number or Green Card.

New Section 19 Square Footage Disclosure

BROKER is not an expert in measuring and does not measure the total square footage of the properties that it lists for sale, shows to buyers and sells. To the extent that BROKER provides or shares information about total square footage of properties, the information comes from one or more other sources, is only an approximation and is not verified by BROKER. There may be differing standards used in Missouri for measuring total square footage of properties, and the available information about total square footage can vary depending upon the source, the measurement standard that was used and the date of measurement. One source for total square footage is public information from the county assessor's office, but the county assessor's office does not warrant the accuracy of the information and neither does BROKER. If you wish to have verifiable and accurate information about the total square footage of a particular property, you should retain a qualified professional appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square foot for any property is a

calculation based upon, among other things, total square footage, so price per square foot also is only an approximation and is subject to the same uncertainties and limitations described in this paragraph.

Section 21 Relationships & Communication Disclosures (lines 274-288) Current Language

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

- Seller Buyer is a real estate licensee and is acting as a principal party in this contract.

Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer

Now Section 20 Relationships & Communications Disclosures (lines 296-319) Proposed New Language

Licensee assisting Seller is a: (Check appropriate box)

- Seller's Agent: Licensee is acting on behalf of the Seller.
- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- Designated Agent: Licensee has been designated to act on behalf of the Seller.
- Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

Licensee Personal Interest Disclosure: (Complete only if applicable):

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
 an immediate family member of Seller Buyer Specify: _____

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Agent: Licensee is acting on behalf of the Buyer.
- Seller's Agent: Licensee is acting on behalf of the Seller.
- Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- Subagent of Seller: Licensee is acting on behalf of the Seller.

Licensee Personal Interest Disclosure: (Complete only if applicable)

_____ (insert name of licensee) is a real estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)
 a party to this transaction; principal of and/or has a direct or indirect ownership interest which Seller Buyer; and/or
 an immediate family member of Seller Buyer Specify: _____

Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer

Signature line #294- Current Language

Selling Broker's Firm

Listing Broker's Firm

Now Signature line #325 Proposed New Language

Brokerage Firm Name Assisting Seller

Brokerage Firm Name Assisting Buyer

160 **9. LOSS.**

161 Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements
162 covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the
163 damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior
164 to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before
165 scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the
166 property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling
167 broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written
168 authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to
169 the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the
170 improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b)
171 terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is
172 received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written
173 notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's
174 receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing
175 date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days,
176 during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an
177 election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's
178 earnest money is to be returned to Buyer, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title,
179 survey, inspection(s) and appraisal.

180 **10. ASSIGNABILITY OF CONTRACT.**

181 This contract is assignable by Buyer, but not without the written consent of Seller if a) Seller is taking back a note and deed of
182 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their
183 obligations under this contract.

184 **11. MISCELLANEOUS PROVISIONS.**

185 Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central
186 Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives,
187 executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be
188 construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties
189 hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be
190 changed, modified or amended, in whole or in part, except in writing signed by all parties.

191 **12. EARNEST MONEY.**

192 Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited
193 within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by
194 escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the
195 scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is
196 closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses
197 for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a
198 dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow
199 account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed
200 to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's
201 attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or
202 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest
203 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said
204 broker is required by Missouri Statute, Section 339.105.4RSMo to report and deliver the monies to the State Treasurer within 365
205 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least
206 sixty (60) days after the initial projected Closing date.

207 **Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to**
208 **earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in**
209 **writing to be bound by the provisions of this contract before being named as the escrow agent.**

210 **13. REMEDIES.**

211 If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other
212 party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the
213 defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as
214 liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law
215 or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will
216 be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if
217 working as subagent of Seller) in lieu of commission on this contract.

- 269 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**
270 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
271 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
272 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
273 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
274 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
275 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this
276 contingency shall be deemed as waived by Buyer.

277 No Seller's Disclosure Statement will be provided by Seller.
278 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this
279 contract. Seller will fully and promptly disclose in writing any new material information pertaining to the property that is
280 discovered at any time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab,
281 production or storage site for methamphetamine, or was the residence of a person convicted of crimes related to
282 methamphetamine, Seller will attach a written explanation.

283 **Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.**

284 **21. RELATIONSHIPS AND COMMUNICATION DISCLOSURES.**

285 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
286 upon first contact, or immediately upon the occurrence of a change to the relationship.

287 **Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the**
288 **Selling Licensee.**

289 **Licensee assisting Seller is a: (Check appropriate box)**

- 290 Seller's Agent: Licensee is acting on behalf of the Seller.
291 Buyer's Agent: Licensee is acting on behalf of the Buyer.
292 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
293 Designated Agent: Licensee has been designated to act on behalf of the Seller.
294 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

295 **Licensee Personal Interest Disclosure: (Complete only if applicable):**

296 _____ (insert name of licensee) is a real
297 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 298 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
299 an immediate family member of Seller Buyer Specify: _____

300 **Licensee assisting Buyer is a: (Check appropriate box)**

- 301 Buyer's Agent: Licensee is acting on behalf of the Buyer.
302 Seller's Agent: Licensee is acting on behalf of the Seller.
303 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
304 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
305 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
306 Subagent of Seller: Licensee is acting on behalf of the Seller.

307 **Licensee Personal Interest Disclosure: (Complete only if applicable)**

308 _____ (insert name of licensee) is a real
309 estate broker or salesperson licensed in the state of _____ and is (Check one or more, as applicable)

- 310 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
311 an immediate family member of Seller Buyer Specify: _____

312 **Sources of compensation to Broker(s), including commissions and/or other fees: Seller Buyer**

313 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.
314 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
315 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
316 Transaction Act as adopted by Missouri.

317 _____
318 **Brokerage Firm Name Assisting Buyer** **Brokerage Firm Name Assisting Seller**
319 **Broker's Firm State License ID#:** _____ **Broker's Firm State License ID#:** _____
320 **By (Signature):** _____ **By (Signature):** _____
321 **Licensee State License ID#:** _____ **Licensee State License ID#:** _____
322 **Date:** _____ **MLS ID:** _____ **Date:** _____ **MLS ID:** _____

323 **OFFER to be accepted by Seller by:** _____ **m of** _____.

324 _____
325 **BUYER SIGNATURE** **DATE** **BUYER SIGNATURE** **DATE**
326 _____
327 **Buyer Printed Name** **Buyer Printed Name**

328 **SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.**

329 _____
330 **SELLER SIGNATURE** **TIME and DATE** **SELLER SIGNATURE** **TIME and DATE**
331 _____
332 **Seller Printed Name** **Seller Printed Name**

333 **OR**

334 _____ **(initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.**
335 **(use #2164 Sale Contract Counteroffer Form).**

336 **OR**

337 _____ **(initials) WE REJECT THIS OFFER.**

338 **Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to**
339 **the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).**