

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

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Form # 2043 04/11

SPECIAL SALE CONTRACT

This document has legal consequences.
If you do not understand it, consult your attorney.
Form # 2043

DATE: _____

Note: This form does not have many clauses protecting Buyers included in the Residential Sale Contract, Form #2090. It should normally be used only for the sale of property without provision for building, termite, environmental, gas, municipal, insurability, and other inspections. Regardless of whether Seller's Disclosure Form is to be provided, Seller is still obligated to comply with Federal and State laws which require disclosure of certain defects, hazardous conditions and adverse material facts.

1 **1. PARTIES AND PROPERTY.**

2 _____,
3 Buyer(s), agrees to purchase from the undersigned Seller, the following real property located in the _____
4 of _____ Missouri (legal description on Seller's title to govern) being all the real property Seller owns at
5 said address: _____.

6 **2. INCLUSIONS AND EXCLUSIONS.**

7 The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures
8 and equipment (which Seller guarantees to own free and clear) including:
9 **(Note: To avoid misunderstanding, the parties are urged to list as "included" or "excluded" any items which**
10 **may be subject to any questions).**

11 In addition, the following items are *included*: _____
12 _____

13 The following items are *excluded*: _____
14 _____

15 **3. PURCHASE PRICE.**

16 \$ _____ is the total purchase/sale price to be paid as follows:
17 \$ _____ earnest money received for delivery to/deposit by _____
18 _____ Title Partners Agency, LLC _____, escrow agent. Selling broker to be
19 escrow agent if none specified above.
20 \$ _____ additional earnest money to be delivered to escrow agent within _____
21 days after the "Acceptance Deadline" date or _____.

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

25 **4. METHOD OF FINANCING.**

26 Conventional, FHA or VA Financing. Buyer agrees to do all things necessary, including, but not limited to
27 the execution of a loan application and other instruments, the payment to the lender of the credit report,
28 appraisal and any other required fees, and to otherwise cooperate fully in order to obtain the financing
29 described below. If Buyer does not deliver written notice, provided by Buyer's lender, to Seller or listing
30 Broker, of Buyer's inability to obtain a loan commitment on the terms described below on or before

31 _____ (the "Loan Commitment Date") then this condition shall be deemed
32 waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's
33 obtaining financing. If lender will not give Buyer such written notice then Buyer may directly notify Seller or
34 listing broker (on or before the Loan Commitment Date) by providing a notarized affidavit that Buyer has
35 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such
36 written notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided
37 written notice to Seller or listing broker of Buyer's inability to obtain the loan commitment, then this
38 contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12.

39 Loan Terms: _____
40 _____

Note: If Loan Commitment Date passes without a rejection as outlined above, Buyer remains obligated under this contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should complete and attach to this contract an appropriate appraisal rider.

Assumption by Buyer of Existing Note and Deed of Trust. (See rider #2105) or **Seller to Take Back Note and Deed of Trust.** (See rider #2097)

Not Contingent Upon Financing. This contract is not contingent upon financing, however, Buyer reserves the right to finance any portion of the purchase price.

5. CLOSING AND POSSESSION

The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place on _____, or any other date that both parties agree in writing. Buyer will close at _____, the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the seller does not close at the same title company as the buyer, or the seller's choice of title company does not have a common underwriter with the buyer's title company, then the seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Possession of the property and keys to be delivered 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. **(Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.)** Deed as directed by Buyer. Except for tenants lawfully in possession, seller warrants that the property will be vacant at time of possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract), ordinary wear and tear excepted, as it was on the date of this contract. Buyer and Seller authorize title company and/or closing agent to release to broker(s) signed copies of the closing statements.

6. TITLE AND SURVEY.

Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following: a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists for residential purposes at the time of the contract.

Check box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order and Purchase Title").

Seller To Order, Provide and Purchase Title.

Not later than _____ days (5 if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a Lender's policy of title insurance (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing Broker. Seller shall pay for the title insurance (including title premium and title service charges), at closing, at a cost not to exceed _____. Buyer to pay title cost exceeding this amount.

Buyer to Order and Purchase Title.

Buyer may, at Buyer's option and expense, order a title examination and a commitment to issue an owner's and/or lender's policy of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5. **(Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review documents, and, if necessary, object to defects that may be discovered.)**

Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real Property Report ("spot survey") of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other matters that would be disclosed on a survey.

Note: A "stake survey" is generally required in order to obtain full survey coverage in an owner's policy of title insurance. A "spot survey" is the minimum report normally required by a lender and it may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or acreage discrepancies.

If any defects are discovered as a result of the title examination, title commitment or the survey and if Buyer chooses to act on this contingency, Buyer shall within 10 days (25 if none stated) after the "Acceptance Deadline" date, furnish a copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1) unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at closing, an Owner's title insurance policy in the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days, agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money to be refunded, subject to paragraph 12, and Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance and closing.

Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property. Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys, indentures, or other matters affecting title or use of the property, he should consult an attorney.

7. ADJUSTMENTS AND CLOSING COSTS.

Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date of closing (Seller to pay for last day); current rents (Seller to receive rent for day of closing); rents which are delinquent over thirty (30) days are to be collected by seller and not adjusted; general taxes (based on assessment and rate for current year, if both are available, otherwise, based on previous year); district improvement assessments for current year (buyer to pay thereafter); subdivision upkeep assessments and monthly condominium fees; interest (when Buyer assumes existing loan); flat rate utility charges including waste, sewer and trash. Seller to pay for special taxes and special assessments levied before closing. Buyer shall pay the Seller the fair market value of any heating oil or propane gas in tank(s) on the property at closing based on suppliers current charges. Seller and/or Buyer to pay real estate compensation to broker(s) per separate written agreement; Seller authorizes selling portion of commission to be paid directly to selling broker. Buyer and Seller to pay closing cost customarily charged.

8. LOSS.

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

9. ASSIGNABILITY OF CONTRACT.

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 trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this contract.

172 **10. TIME IS OF THE ESSENCE.**

173 Time is of the essence in the performance of the obligations of the parties. All references to a
174 specified time shall mean Central Time.

175 **11. BINDING EFFECT.**

176 This contract shall be binding on and for the benefit of the parties and their respective heirs, personal
177 representatives, executors, administrators or assigns.

178 **12. EARNEST MONEY.**

179 Buyer and Seller agree that the earnest money received by the escrow agent in connection with
180 this contract shall be deposited within ten (10) banking days after the "Acceptance
181 Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow
182 agent within ten (10) banking days after receipt. Any earnest money received within ten
183 (10) banking days prior to the scheduled closing date, shall be in the form of a cashier's check
184 or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to
185 the purchase. If any earnest money is being returned to Buyer, Buyer agrees
186 that any expenses for services requested by Buyer may be withheld by escrow agent and
187 paid to the applicable service provider(s).

188 In the event of a dispute over any earnest money held by the escrow agent, the escrow
189 agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a
190 written release from all parties consenting to its disposition; or 2) until a civil action is filed
191 to determine its disposition (at which time payment may be made into court, and in such
192 event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3)
193 until a final court judgment mandates its disposition; or 4) as may be required by applicable
194 law. The parties specifically acknowledge and agree that whenever ownership of the earnest
195 money or any other escrowed funds, received by a Missouri licensed real estate broker, is in
196 dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4
197 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial
198 projected closing date. Broker shall not report and deliver any such monies to the State
199 Treasurer until at least sixty (60) days after the initial projected closing date.

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

204 **13. REMEDIES.**

205 If either party defaults in the performance of any obligation of this contract, the party claiming
206 a default shall notify the other party in writing of the nature of the default and his election of remedy. The
207 notifying party may, but is not required to, provide the defaulting party with a deadline for
208 curing the default.

209 If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and
210 release Buyer from the contract (in lieu of making any claim in court), or may pursue any
211 remedy at law or in equity.

212 If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and seller in
213 this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided
214 equally between listing broker and selling broker (if working as subagent of Seller) in lieu of
215 commission on this contract. If the default is by Seller, Buyer may either release Seller from
216 liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs
217 and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may
218 pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller
219 does not relieve Seller of his liability to brokers under the listing contract.

220 In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or
221 equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive
222 closing and delivery of Seller's deed to Buyer.

223 **14. GOVERNING LAW.**

224 This contract shall be considered a contract for the sale of real property and shall be construed
225 in accordance with the laws of the State of Missouri.

226 **15. ENTIRE AGREEMENT.**

227 This contract constitutes the entire agreement between the parties hereto and there are no other
228 understandings, written or oral, relating to the subject matter hereof. The contract may not be
229 changed, modified or amended, in whole or in part, except in writing signed by all parties.

230 **16. CONSTRUCTION.**

231 Words and phrases shall be construed as in the singular or plural number, and as masculine,
 232 feminine or neuter gender, according to the context. When the term "listing broker" is used, it refers
 233 to one of the following: a) a broker working for the Seller under a listing
 234 contract; or b) a broker assisting the Seller as a transaction broker, whichever is
 235 appropriate. When the term "selling broker" is used, it refers to one of the following: a) a
 236 broker working for the Buyer under a buyer's agency agreement; b) a broker assisting the
 237 Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction
 238 broker, whichever is appropriate. The term "broker" shall include the broker's affiliated
 239 licensees (referred to as "salespeople"). With the exception of the term "banking days" as used
 240 in paragraph 12, a day is defined as a 24 hour calendar day, seven days per week.

241 **17. FLOOD PLAIN.**

242 Buyer may terminate this contract if any portion of the property is located in a designated 100
 243 year flood plain unless disclosed to Buyer in writing prior to contract. If so terminated, earnest
 244 money to be returned to Buyer subject to paragraph 12.

245 **18. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**

246 Upon reasonable advance notice to Seller or listing broker, Seller agrees to provide access for
 247 appraiser(s) and other professionals as may be provided for in the contract or required by
 248 Buyer's lender or insurer. Buyer and selling broker may be present. Seller grants Buyer and
 249 selling broker the right to enter and walk-through the property and the right to have
 250 utilities turned on or transferred, at Buyer's expense, within four (4) days prior to closing. This
 251 right is for the Buyer to see that the property is in the same condition, ordinary wear and tear
 252 excepted, as it was on the date of this contract.

253 The closing does not relieve Seller of his obligation to complete improvements and repairs
 254 required by this contract.

255 **19. SPECIAL AGREEMENTS.**

256 Special agreements and Riders between Buyer and Seller forming a part of this contract:

257 See addendum. Home sold As-Is.

258 _____
 259 _____
 260 _____
 261 _____
 262 _____

263 Inspection Rider (Form #2184)

Short Sale Rider (Form #2176)

264 Other # _____

Other # _____

265 **20. SELLER'S DISCLOSURE STATEMENT. (Check one)**

266 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the
 267 Seller's Disclosure Statement for this property. The Seller's Disclosure Statement is not a
 268 substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any
 269 concerns Buyer may have about information in the statement by use of contingencies in the
 270 contract.

271 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after
 272 the "Acceptance Deadline" date. Buyer shall have three (3) days after the "Acceptance
 273 Deadline" date to review said statements and to declare in writing that the contract is
 274 terminated with earnest money to be returned to Buyer, subject to paragraph 12, otherwise,
 275 this contingency shall be deemed as waived by Buyer.

276 No Seller's Disclosure Statement will be provided by Seller.

277 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of
 278 the date of this contract. Seller will fully and promptly disclose in writing any new material information
 279 pertaining to the property that is discovered at any time prior to closing. Seller states that if Seller knows or should
 280 have known that the property was a lab, production or storage site for methamphetamine, or was the residence of a
 281 person convicted of crimes related to methamphetamine, Seller will attach a written explanation.

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

283 **21. RELATIONSHIP DISCLOSURE.**

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

287 **Note: Under MREC Rules and Regulations, one box must be checked in each of the**
288 **following two sections by the 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 assisting Buyer is a: (Check appropriate box)**

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

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

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

304 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission
305 Broker Disclosure Form.

306 By signing below, the licensees confirm making disclosure of the brokerage relationship to the
307 appropriate parties.

308 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the
309 Uniform Electronic Transaction Act as adopted by Missouri.

310 _____ McBride & Son Brokerage Co.
 311 **Selling Broker's Firm** **Listing Broker's Firm**

312 **By (Signature):** _____ **By (Signature):** _____

313 **Date:** _____ **Public ID** _____ **Date:** _____ **Public ID** _____

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

315 _____
 316 **BUYER** **DATE** **BUYER** **DATE**

317 **Seller's Printed Name** _____

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

319 _____
 320 **SELLER** **TIME and DATE** **SELLER** **TIME and DATE**

321 **OR**
 322 _____ (initials) **WE REJECT THIS OFFER AND MAKE A COUNTEROFFER (use #2164**
 323 **Sale Contract Counteroffer Form).**

324 **OR**
 325 _____ (initials) **WE REJECT THIS OFFER.**

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

ADDENDUM TO SPECIAL SALE CONTRACT

THIS ADDENDUM TO SPECIAL SALE CONTRACT is incorporated into and shall amend and supplement the Special Sale Contract (the "Contract") of even date herewith, between WBI Resolution LLC ("Seller") and _____ ("Buyer") concerning the property known as _____ . Seller and Buyer agree that the following provisions are made a part of the Contract and that if anything contained in this Addendum conflicts with or contradicts any of the terms of the Contract, this Addendum shall control.

1. All capitalized terms that are defined in the contract shall have the same meanings in this Addendum that are given to them in the Contract.
2. Title to the Property shall be conveyed by Special Warranty Deed.
3. This Contract is subject to the approval of the following:
4. Buyer's Representations. Buyer agrees with and represents, warrants, guarantees and PROMISES to Seller as follows:

(a) Seller acquired the Property through foreclosure. Therefore, Seller has no knowledge of the Property prior to the date of foreclosure and cannot make any representations, warranties or guaranties about the Property prior to foreclosure. Buyer acknowledges that Seller has made the disclosures described in this Subparagraph 4.(a).

(b) Buyer shall inspect, examine, and investigate the Property prior to consummate the purchase. If Buyer elects to consummate the purchase of the Property after making such inspections, examinations and investigations, Buyer agrees it is relying SOLELY on its own inspections, examinations and investigations in making the decision to purchase the Property.

(c) Buyer has not relied, and is not relying, upon any information, document, sales brochures, or other literature, maps or sketches, projection, proforma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by, or on behalf of Seller.

(d) Buyer is not relying and has not relied on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property; if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the real estate taxes now or hereafter payable on the Property or the valuation of the Property for ad valorem tax purposes; (v) the Property's habitability, merchantability or fitness, suitability or adequacy for any particular purpose; (vi) the zoning or other legal status of the Property; (vii) the Property's or it's operations' compliance with any applicable codes, laws, regulations,

statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (viii) the quality of any labor or materials relating in any way to the Property; or (ix) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, restriction or any other matter affecting title to the Property;

(e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEE, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR THIS AGREEMENT FROM OR ON BEHALF OF THE SELLER;

(f) TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION (i) THE VALUE, CONDITIONS, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR, OF THE PROPERTY;

(g) SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OF LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE:

(h) Seller shall not be liable to Buyer for any prospective or speculative profits, or special, indirect or consequential damages, whether based upon contract, tort or negligence or in any other manner arising from the transactions contemplated by this Contract;

(i) Buyer will accept all instruments delivered by Seller subject to the provisions of this Addendum and execute all documents reasonably requested by Seller at Closing to evidence Buyer's agreement to the provisions of this Addendum;

(j) Buyer will require all persons or firms assisting Buyer in Buyer's inspections, examinations and investigations to make their reports in writing. At closing, Buyer shall furnish copies of all such reports to Seller.

5. Seller hereby advises and encourages Buyer to have the Property re-keyed or all locks changed after closing. Buyer hereby agrees that Seller is released from all liability and/or damage arising from or related to locks located on the Property.

6. The provisions in this Addendum shall survive the closing.

SIGNED FOR IDENTIFICATION this __ day of ____, 2011.

SELLER:

WBI Resolution LLC

Andrew Schmidt,
Senior Vice President of First Bank, Member

BUYER:

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Licensee is acting as Seller's Listing Agent:
 McBride & Son Brokerage Co.
 16091 Swingley Ridge Road, Suite 300
 Chesterfield, MO 63017
 Tel: 636-537-2000 / Fax: 636-537-2546
 John P. "Jack" Davis, Broker-Officer
 Chris Jones, Agent

Buyers' Acknowledgement:

Buyers' Initials: _____ / _____

Date: _____