

**WB-44 COUNTER-OFFER**

Counter-Offer No. \_\_\_\_\_ by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated \_\_\_\_\_ and signed by Buyer, \_\_\_\_\_ ,  
2 for purchase of real estate at \_\_\_\_\_ is  
3 rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the Offer to**  
4 **Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other**  
5 **counter-offer unless incorporated by reference.]**

6 \_\_\_\_\_  
7 \_\_\_\_\_  
8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.  
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making  
34 the Counter-Offer on or before \_\_\_\_\_ (Time is of the Essence).  
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**  
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by \_\_\_\_\_ on \_\_\_\_\_ .  
39 \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲

40 \_\_\_\_\_  
41 Signature of Party Making Counter-Offer ▲ \_\_\_\_\_ Date ▲ Signature of Party Making Counter-Offer ▲ \_\_\_\_\_ Date ▲

42 \_\_\_\_\_  
43 Signature of Party Accepting Counter-Offer ▲ \_\_\_\_\_ Date ▲ Signature of Party Accepting Counter-Offer ▲ \_\_\_\_\_ Date ▲

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_ .  
45 \_\_\_\_\_ Licensee and Firm ▲ \_\_\_\_\_ Date ▲

46 This Counter-Offer is **(rejected) (countered) STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.  
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the  
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly  
50 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**

51 **ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**