## WB-44 COUNTER-OFFER

**Counter-Offer No. [ ] by (Buyer/Seller)**

**NOTE:** Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1. The Offer to Purchase dated [ ] and signed by Buyer [ ]
2. for purchase of real estate at [ ] is rejected and the following Counter-Offer is hereby made.

**CAUTION:** This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.

4. All terms and conditions remain the same as stated in the Offer to Purchase except the following:

5. __________________________________________________________________________

6. __________________________________________________________________________

7. __________________________________________________________________________

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26. __________________________________________________________________________

27. __________________________________________________________________________

28. The attached [ ] is/are made part of this Counter-Offer.

29. Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30. This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before [ ].

31. (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

32. **NOTE:** The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 30-33.

33. This Counter-Offer was drafted by [ ] on [ ].

34. (x) [ ]

35. Signature of Party Making Counter-Offer [ ] Date [ ]

36. Print name [ ]

37. (x) [ ]

38. Signature of Party Accepting Counter-Offer [ ] Date [ ]

39. Print name [ ]

40. (x) [ ]

41. Signature of Party Making Counter-Offer [ ] Date [ ]

42. Print name [ ]

43. (x) [ ]

44. Signature of Party Accepting Counter-Offer [ ] Date [ ]

45. Print name [ ]

46. This Counter-Offer is (rejected)(countered) [ ] (Party’s Initials) [ ] (Party’s Initials) [ ]

**NOTE:** Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.