# WB-44 COUNTER-OFFER

**Counter-Offer No. 2 by (Buyer/~~Seller~~) STRIKE ONE**

The Offer to Purchase dated 07/21/2011 and signed by Buyer Riverside Building, Inc., for purchase of real estate at 81 Racine St, 87 Racine St, 504 Broad St; City of Menasha is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other Counter-Offer unless incorporated by reference.]**

1. Purchase Price to be Seventy-five Thousand Dollars ($75,000.00).

2. Property to be sold "AS IS".

3. Any and all tests and inspections in the Offer shall be completed by Buyer, at Buyer's expense.

4. Paragraph 3 of the Addendum to the Offer to Purchase shall be deleted and replace with; "Seller shall, within 10 days of the acceptance date of this Offer, provide Buyer with any and all reports, assessments and data in Seller's possession relating to the environmental condition of the Property. Buyer may obtain within 45 days of the acceptance date of this Offer, at Buyer's expense, a Phase I Environmental Audit of the property from an environmental engineer chosen by Buyer to the effect that there is no evidence of solid, hazardous or toxic disposal or underground storage tanks on the property. If for any reason, at Buyer's sole discretion, said study indicates any unsatisfactory condition, Buyer shall serve written notice on Seller within said 45 day period, and this Offer shall become null and void and all earnest money returned to Buyer. Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.

5. Paragraph 5 of the Addendum to the Offer to Purchase shall be deleted in it's entirety from the Offer. Buyer shall be responsible for all costs of any survey work.

6. "Final Acceptance" of this Counter-Offer and or any subsequent counter-offer(s) shall be subject to the approval of the City of Menasha Common Council.

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

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 October 19, 2011 (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.

**NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 31-34.**

This Counter-Offer was drafted by Robert Drifka, Drifka Group Inc. on 10/06/2011.
Licensee and Firm ▲ Date ▲

Vernon Q. Larsen DDS 10/6/11
Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶ Riverside Building, Inc. - Vernon Larsen

Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶

Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ City of Menasha By:

Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶

This Counter-Offer was presented by _____ on _____.
Licensee and Firm ▲ Date ▲

This Counter-Offer is **(rejected) (countered)** STRIKE ONE (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.**

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