

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer)(Seller) **STRIKE ONE**

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 May 12, 2022 and signed by Buyer May 12, 2022
2 _____ for purchase of real estate at 7201 W. Good Hope Road, Milwaukee, WI
3 _____ is rejected and the following Counter-Offer is hereby made.

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

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 Purchase Price shall be Five Hundred Thousand Dollars (\$500,000.00)

8 Closing shall be contingent on the termination of all rights identified in section 13, 14, and 15 of the Fourth
9 Amendment to Lease dated October 28, 2014, to the Lease dated October 14, 1999, between Milwaukee County
10 and Milwaukee Kickers Soccer Club, Inc relating to the property at 7101 W. Good Hope Road, Milwaukee, WI. As a
11 condition of closing the parties to such Fourth Amendment to Lease and Lease shall enter into an amendment to the
12 Lease confirming such rights are extinguished.

13 Seller shall convey title to the Property without warranty of title, via a Quit Claim Deed.

14 ~~Buyer represents and warrants that it has inspected the Property and satisfied itself as to all conditions of the~~
15 ~~Property, including any conditions affecting the Property, prior to submission of the Offer.~~ Seller makes no
16 representations and disclaims all representations or warranties regarding the condition of the Property. Property is
17 sold AS IS.

18 Buyer shall have 180 days contingent on securing land use approvals, including but not limited to a rezoning of the
19 property, site plan and design approvals, perform environmental inspection, and finalize any easements with
20 adjacent land owners and/or tenants including but not limited to Milwaukee Kickers Soccer Club, Inc.

21 _____
22 _____
23 _____
24 _____
25 _____
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
31 making the Counter-Offer on or before August 19, 2022 (Time is of
32 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,
33 unless otherwise provided in this Counter-Offer.

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

36 This Counter-Offer was drafted by Brian R. Zimmerman, Hurtado Zimmerman SC on May 26, 2022
37 _____ Licensee and Firm ▲ Date ▲

38 (x) [Signature] 8.19.22 (x) _____
39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
40 Print name ▶ Print name ▶

41 (x) _____ (x) _____
42 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
43 Print name ▶ Print name ▶

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) _____

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