

**WB-44 COUNTER-OFFER**  
**Counter-Offer No. 1 by (~~Buyer~~/Seller) [STRIKE ONE]**

1 The Offer to Purchase dated 04/16/2019 and signed by Buyer, Valley Tool, Inc. by Gary Tezlaff, CEO/CFO,  
2 for purchase of real estate at Lots 1,2 and 3 (Tax Parcel Nos. 311535900, 311536000, 311536100) on Goodland Drive 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 Line 24 - Seller represents that the Property is zoned M-1.  
7 Line 30 - Binding acceptance date is May 3, 2019 at 5:00 p.m. contingent upon Common Council approval of the terms of the Offer and this Counter-Offer on May 1, 2019.  
8 Line 315 - verification that the Property is zoned M-1.  
9 Lines 338-342 are replaced with the following: Seller represents that electricity, gas, sewer and water are available to the extent and at the location indicated on the attached Exhibit A.

10 \_\_\_\_\_  
11 Addendum A  
12 Item 1 - Seller's Disclosure Report to be provided within 10 days of acceptance.  
13 Item 3 - Add: Buyer's proposed use of Property shall be consistent with the development objectives of the City for similarly situated parcels within the same business park.  
14 Item 5 - Buyer's obligation to conclude this transaction is contingent upon Buyer purchasing from Seller all or part of Lot 10 (Tax Parcel No. 311536800), Zuehlke Drive, Appleton, WI  
15 if deemed necessary for Buyer's installation of a stormwater detention/retention pond to address water displacement due to Buyer's proposed use of the Property. Buyer  
16 and Seller agree to work in good faith to facilitate a fair and expeditious sale pursuant to this item, if necessary.

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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 10 days from date of receipt of this Counter Offer (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 Christopher R. Behrens, Deputy City Attorney on 04-19-2019  
39 \_\_\_\_\_  
40 Licensee and Firm ▲ Date ▲

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 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