

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 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 02/26/2025 and signed by Buyer DNS Real Estate Investments LLC, a Wisconsin limited  
2 liability company, or assigns for purchase of real estate at 1518 W. State Street (identified by Tax Key Number  
3 390-127-4000) 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
- 8 1) Line 489 - "Warranty Deed" is hereby deleted and replaced with "Special Warranty Deed"
- 9 2) Line 664 - "Scott Simon or Tim Hoyer, Travaux, Inc." is hereby deleted and replaced with "Michelle W. Ebben/Michael  
10 Best & Friedrich LLP and Jeanne Dawson/Housing Authority of the City of Milwaukee"
- 11 3) Line 676 - "scott.simon@travauxinc.com" is hereby deleted and replaced with "mwebben@michaelbest.com and  
12 Jeanne.dawson@hacm.org"
- 13 4) Addendum A to Vacant Land Offer to Purchase - Section 4(e) Developer's Agreement(s) is hereby deleted in its  
14 entirety, including Section 4(e)'s romanettes (i-v).
- 15 \_\_\_\_\_
- 16 \_\_\_\_\_
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- 27 \_\_\_\_\_

28 The attached n/a 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 \_\_\_\_\_ (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 Michael Best & Friedrich LLP on \_\_\_\_\_

37	DNS Real Estate Investments LLC	Licensee and Firm ▲	Housing Authority of the City of Milwaukee	Date ▲
38	(x) <u>Dwarika Singh</u>	<u>3-25-25</u>	(x)	
39	Buyer's Signature ▲	Date ▲	Seller's Signature ▲	Date ▲
40	Print name ▶ <u>Dwarika Singh, Member</u>		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.**