

Approved by Wisconsin Real Estate Examining Board  
5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

CBRE, Inc.

**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 08/30/2022 and signed by Buyer City of La Crosse  
2 \_\_\_\_\_ for purchase of real estate at 811 Monitor Street, La Crosse, 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 **Line 11: Strike "Listing Broker or"**

8 \_\_\_\_\_

9 **Line 12: Add "Knight Barry Title Company"**

10 \_\_\_\_\_

11 **Line 15: all office furniture except the four drawer stand up file cabinets in the**  
12 **accounting, deposit, operations/ contact center, and loan processing which Seller will**  
13 **retain. Equipment/ software to run the mechanical units.**

14 \_\_\_\_\_

15 **Line 54: Larry.Dobbe@MarineCU.com & peter.glaser@cbre.com**

16 \_\_\_\_\_

17 **Line 109: Buyer shall have until October 14, 2022 to obtain City Council approval and**  
18 **rezoning.**

19 \_\_\_\_\_

20 **Line 278: Buyer will allow Seller to have post-closing occupancy of the Property for a**  
21 **period of 15 days after the Closing Date. Seller will be permitted to have access to the**  
22 **building.**

23 \_\_\_\_\_

24 **Line 279: Buyer will allow Seller to have post-closing occupancy of one floor of one wing**  
25 **of the Property for a period of after 30 days after the Closing Date.**

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 September 2, 2022 5:00pm CDT (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 \_\_\_\_\_ **Peter Glaser, CBRE** \_\_\_\_\_ on \_\_\_\_\_

37 DocuSigned by: \_\_\_\_\_ Licensee and Firm ▲ Date ▲

38 (x) Diane McGinnis Casey 9/2/2022 (x) Katie Tolokken September 2, 2022

39 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

40 Print name ► **Diane McGinnis Casey** **City of La Crosse** Print name ► **Katie Tolokken, COO**

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.**