Approved by Wisconsin Department of Regulation and Licensing
11-1-09 (Optional Use Date) 5-1-10 (Mandatory Use Date)

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/~~Seller~~) STRIKE ONE

The Offer to Purchase dated 8/20/2012 and signed by Buyer Trident Real Estate LLC for purchase of real estate at Lot 4 of CSM 5484 (Midway Business Park), Menasha, WI 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. Items No. 2 through 6 of Counter-Offer No. 1 by Seller are incorporated herein by reference.
2. Item No. 7 of Counter-Offer No. 1 by Seller is modified hereby to provide that the Offer is contingent upon Seller obtaining a written waiver of the subject right-of-first-refusal in favor of CB Kidz, LLC within ten (10) days of acceptance. If a written waiver is not obtained by Seller and provided to Buyer within such 10-day time period, Buyer shall be permitted to declare the Offer null and void within twenty (20) days of Buyer's Actual Receipt of the subject right-of-first-refusal of CB Kidz, LLC with respect to the Property. If Seller fails to deliver such right-of-first-refusal to Buyer within the aforesaid 20-day period or if Buyer is unable to secure a written waiver by CB Kidz, LLC within such 20-day period after its Actual Receipt of the right-of-first-refusal, then the Offer shall be null and void.
3. Purchase Price to be Forty-Five Thousand and NO/100 Dollars ($45,000.00).

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 Friday, September 7, 2012 at 12:00 noon (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 to 34.

This Counter-Offer was drafted by Attorney Robert N. Dulmetra, Mann Law Firm, Ltd., Appleton, WI on August 30, 2012

Licensee and Firm ▲ Date ▲

9.4.12

Signature of Party Making Counter-Offer ▲ Date ▲
Print name▸ Jeffrey R. Lang, Member

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

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

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.