

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CP40-6-15) (Mandatory 1-16)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## COUNTERPROPOSAL

Date: \_\_\_\_\_

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated \_\_\_\_\_ (Contract), between \_\_\_\_\_ (Seller), and \_\_\_\_\_ (Buyer), relating to the sale and purchase of the following legally described real estate in the County of \_\_\_\_\_, Colorado:

known as No. \_\_\_\_\_ (Property).  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. § 3. DATES AND DEADLINES. [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline			
		<b>Title</b>			
2	§ 8.1	Record Title Deadline			
3	§ 8.2	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.4	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		<b>Owners' Association</b>			
8	§ 7.3	Association Documents Deadline			
9	§ 7.4	Association Documents Objection Deadline			
		<b>Seller's Property Disclosure</b>			
10	§ 10.1	Seller's Property Disclosure Deadline			
		<b>Loan and Credit</b>			
11	§ 5.1	Loan Application Deadline			
12	§ 5.2	Loan Objection Deadline			
13	§ 5.3	Buyer's Credit Information Deadline			
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
15	§ 5.4	Existing Loan Documents Deadline			
16	§ 5.4	Existing Loan Documents Objection Deadline			
17	§ 5.4	Loan Transfer Approval Deadline			
18	§ 4.7	Seller or Private Financing Deadline			
		<b>Appraisal</b>			
19	§ 6.2	Appraisal Deadline			
20	§ 6.2	Appraisal Objection Deadline			
21	§ 6.2	Appraisal Resolution Deadline			
		<b>Survey</b>			
22	§ 9.1	New ILC or New Survey Deadline			

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
23	§ 9.3	New ILC or New Survey Objection Deadline			
24	§ 9.4	New ILC or New Survey Resolution Deadline			
		<b>Inspection and Due Diligence</b>			
25	§ 10.3	Inspection Objection Deadline			
26	§ 10.3	Inspection Resolution Deadline			
27	§ 10.5	Property Insurance Objection Deadline			
28	§ 10.6	Due Diligence Documents Delivery Deadline			
29	§ 10.6	Due Diligence Documents Objection Deadline			
30	§ 10.6	Due Diligence Documents Resolution Deadline			
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4			
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
33	§ 10.7	Conditional Sale Deadline			
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4			
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2, 3, 4			
		<b>Closing and Possession</b>			
36	§ 12.3	Closing Date			
37	§ 17	Possession Date			
38	§ 17	Possession Time			

26 3. § 4. PURCHASE PRICE AND TERMS. [Note: This table may be deleted if inapplicable.]

27 The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.3	Earnest Money		\$
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		<b>TOTAL</b>	\$	\$

28  
29 4. ATTACHMENTS. The following are a part of this Counterproposal:

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31  
32  
33 Note: The following disclosure forms are attached but are not a part of this Counterproposal:

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35  
36  
37 5. OTHER CHANGES.

38  
39  
40  
41 6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced  
42 by their signatures below and the offering party to this document receives notice of such acceptance on or before  
43

44 \_\_\_\_\_  
Date Time

45

46 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms  
47 and conditions of the Contract remain the same.

48 Buyer's Name: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Buyer's Name: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Seller's Name: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.  
50 Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure portion of the Contract.  
51