

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-5-09) (Mandatory 7-09)

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

COUNTERPROPOSAL

Date: _____

1. This Counterproposal shall supersede and replace 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 any item is left blank or the term "No Change" is inserted, it means no change. The abbreviation "N/A" or the word "Deleted" means not applicable and when inserted on any line in Dates and Deadlines (§ 2.3) means that the corresponding provision of the Contract to which reference is made is deleted.]

2. § 2.3. DATES AND DEADLINES. [NOTE: This table may be deleted if inapplicable.]

Item No.	Reference	Event	Date or Deadline
1	§ 4.2.1	Alternative Earnest Money Deadline	
2	§ 5.1	Loan Application Deadline	
3	§ 5.2	Loan Conditions Deadline	
4	§ 5.3	Buyer's Credit Information Deadline	
5	§ 5.3	Disapproval of Buyer's Credit Information Deadline	
6	§ 5.4	Existing Loan Documents Deadline	
7	§ 5.4	Existing Loan Documents Objection Deadline	
8	§ 5.4	Loan Transfer Approval Deadline	
9	§ 6.2.2	Appraisal Deadline	
10	§ 6.2.2	Appraisal Objection Deadline	
11	§ 7.1	Title Deadline	
12	§ 7.2	Document Request Deadline	
13	§ 7.3	Survey Deadline	
14	§ 7.4.4.1	CIC Documents Deadline	
15	§ 7.4.5	CIC Documents Objection Deadline	
16	§ 8.1	Title Objection Deadline	
17	§ 8.2	Off-Record Matters Deadline	
18	§ 8.2	Off-Record Matters Objection Deadline	
19	§ 8.3.2	Survey Objection Deadline	
20	§ 8.6	Right of First Refusal Deadline	
21	§ 10.1	Seller's Property Disclosure Deadline	
22	§ 10.2	Inspection Objection Deadline	
23	§ 10.3	Inspection Resolution Deadline	
24	§ 10.5	Property Insurance Objection Deadline	
25	§ 12	Closing Date	
26	§ 17	Possession Date	
27	§ 17	Possession Time	

33 3. § 4. PURCHASE PRICE AND TERMS. [Note: This table may be deleted if inapplicable.]

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35 The Purchase Price set forth below shall be payable in U. S. Dollars by Buyer as follows:
36

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	
2	§ 4.2	Earnest Money		\$
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Seller or Private Financing		
6				
7				
8	§ 4.3	Cash at Closing		
9		TOTAL	\$	\$

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39 4. ATTACHMENTS. The following are a part of this Counterproposal:
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42 Note: The following disclosure forms **are attached** but are **not** a part of this Counterproposal:
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45 5. OTHER CHANGES.
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50 6. ACCEPTANCE DEADLINE. This Counterproposal shall expire unless accepted in writing by Seller and Buyer as evidenced by their
51 signatures below and the offering party to this document receives notice of such acceptance on or before _____
52 Date Time
53

54 If accepted, the Contract, as amended by this Counterproposal, shall become a contract between Seller and Buyer. All other terms and
55 conditions of the Contract shall remain the same.
56
57

Date: _____	Date: _____
Buyer's Name: _____	Buyer's Name: _____
_____	_____
Buyer's Signature	Buyer's Signature
Address: _____	Address: _____
_____	_____
Phone No.: _____	Phone No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____
_____	_____
Date: _____	Date: _____
Seller's Name: _____	Seller's Name: _____
_____	_____
Seller's Signature	Seller's Signature
Address: _____	Address: _____
_____	_____
Phone No.: _____	Phone No.: _____
Fax No.: _____	Fax No.: _____
Email Address: _____	Email Address: _____
_____	_____

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