



**REALTORS® ASSOCIATION OF NEW MEXICO  
TERMINATION AGREEMENT -2013**

This Termination Agreement affects the Purchase Agreement dated September 17, 2013 between the parties  
Rembe Properties, LLC ("Buyer")

Darryl W. Millet, Trustee of Trust A-1 & Trust B, of the Clarence E. Darnell & Jane Blair Bunting Revocable Trust UTA dated July 19, 1982, as amended ("Seller")

on the following Property: 7816 Alamo Road NW Albuquerque 87120  
Address City Zip Code

Lot 2-B Plat of Lots 2-A & 2-B Lands of McCoy and Darnell  
Legal description

or see metes and bounds or other legal description attached as Exhibit \_\_\_\_\_, Bernalillo  
County, New Mexico.

**TERMINATION AGREEMENT**

- To understand your rights and obligations under the Purchase Agreement and the effect of this Termination Agreement, you are advised to consult an attorney.
- Signatures on this form serve only to terminate the Purchase Agreement. In order to determine the distribution of the Earnest Money, the Consent to Distribution of Earnest Money Form (RANM Form 5105B) must be signed by the parties.

1. **TERMINATION.** Seller and Buyer agree to terminate the Purchase Agreement described above.

2. **EFFECT OF TERMINATION.** Seller is not required to sell the property to Buyer and Buyer is not required to buy the property from Seller. By execution of this document, Buyer and Seller agree to waive any claims or rights to Specific Performance.

3. **RECOVERY OR LIABILITY: (select one)**

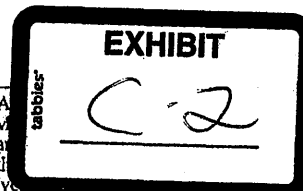
A. Seller and Buyer agree to limit any dispute of damages to the Earnest Money, the distribution of which is governed by the Purchase Agreement and may be resolved by agreement or litigation. All further performances, rights, duties, obligations, and liabilities of Seller and Buyer and their respective Brokers relating to the Purchase Agreement are terminated.

B. Seller and/or Buyer do not agree to limit claims for damages to the Earnest Money and reserve all rights, duties, obligations and liabilities available under the Purchase Agreement or common law.

4. **REASON FOR TERMINATION.** The Purchase Agreement is being terminated because:

A. The following contingency as provided in the Purchase Agreement was not met: \_\_\_\_\_

B. Mutual Consent for the following reason: Continual interference by family members with the sale.



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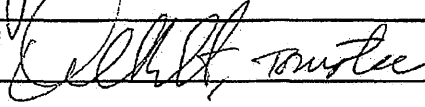
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5. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.

6. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

7. **LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

8. **SEVERANCE.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

Buyer Signature		Date	9/17/2013	Time	2:15
Buyer Signature		Date		Time	
Seller Signature		Date	9/18/13	Time	1 Pm
Seller Signature		Date		Time	