



NEW MEXICO ASSOCIATION OF REALTORS® — 2025
COUNTEROFFER NO. _____



This Counteroffer is made a part of the ☐Residential ☐Commercial ☐Vacant Land ☐Farm and Ranch Purchase Agreement dated _____ between _____ ("Buyer") and _____ ("Seller") and relating to the purchase of the following Property:

Address (Street, City, State, Zip Code) _____

Legal Description _____

or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico; the above-described Purchase Agreement is hereinafter referred to as "Purchase Agreement". **The Purchase Agreement INCLUDES all addendums submitted with the Purchase Agreement/Offer that are expressly incorporated by reference into the Purchase Agreement, meaning that if a party wishes to change any term(s) of an addendum(s), that was not already changed in a prior incorporated Counteroffer, that change would need to be included in this Counteroffer.**

- 1. **INCORPORATED COUNTEROFFERS.** Counteroffers that are NOT expressly referenced below are NOT incorporated into the Purchase Agreement. **Counteroffers _____ are incorporated by reference into the Purchase Agreement, except as expressly modified by this Counteroffer.**
- 2. **CHANGES TO TERMS OF PURCHASE AGREEMENT.** The terms of the Purchase Agreement are changed as follows:

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3. **UNCHANGED TERMS REMAIN THE SAME.** All other terms and conditions of the Purchase Agreement and any incorporated addendums, that are not otherwise modified by this Counteroffer remain unchanged.
- 4.. **EXPIRATION DATE/DELIVERY.** This Counteroffer will expire unless acceptance is delivered in writing to
☐ Buyer or Buyer's Broker or ☐ Seller or Seller's Broker on or before _____ at _____
☐ a.m. ☐ p.m. Mountain Standard Time.
5. **WITHDRAW.** Unless acceptance is delivered in accordance with Section IV, this Counteroffer may be withdrawn at any time prior to the Expiration Date.

If rejecting or making a subsequent Counteroffer, party receiving this Counteroffer SHOULD NOT sign this Counteroffer; but should initial below, which indicates this Counteroffer was seen/reviewed.

RECEIVING PARTY

- ☐ **REJECTS & SUBMITS** Counteroffer _____ (NMAR Form 5102). **INITIALS:** _____
- ☐ **REJECTS this Counteroffer.** **INITIALS:** _____

BUYER AND/OR SELLER’S SIGNATURE BELOW INDICATES BUYER AND/OR SELLER’S ACCEPTANCE OF THIS COUNTEROFFER.

BUYER

Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	Time

SELLER

Seller Signature	Printed Name	Date	Time
Seller Signature	Printed Name	Date	Time