

CONSENT TO USE EARNEST MONEY

The undersigned parties are the Buyer and Seller (hereinafter collectively as "Parties") of Real Property known as _____ (hereinafter "Property") with the Buyer contributing \$_____ (hereinafter "EM1") as Earnest Money according to the contract for the Property.

Seller agrees to allow the Buyer to pledge, contribute and/or otherwise use \$_____ of the Earnest Money on their behalf under another Purchase and Sale agreement for the Property (hereinafter "EM2")

The Parties hereby instruct The Gurvey Law Group, PC to hold EM2 according to the terms of the Seller's other contract.

Upon the successful closing on the Property, Buyer will be credited for EM1 in full at closing; Seller will not be credited for EM2.

The Buyer understands that EM2 may be claimed and disbursed by The Gurvey Law Group, PC under terms of the other contract.

The Parties agree to hold harmless and indemnify The Gurvey Law Group, PC for the application of EM2 as directed by the Parties.

Signed and Sealed on this _____ day of _____, 20____.

Buyer Date

Seller Date