

OWNER OCCUPANT CERTIFICATION
Rider to the Real Estate Purchase Addendum

Property Address _____

This is to certify that consistent with the representation made by me in the Real Estate Purchase Addendum, Section 4, Use of Property, I will occupy, establish and use the above-referenced property as my primary residence within 60 days after the Closing and will continue to occupy the property as my primary residence for at least one year after the date of occupancy, unless extenuating circumstances arise which are beyond my control. If the property is a multi-unit property, I may rent units other than the unit that I occupy as my primary residence. Furthermore, I fully understand that Seller is relying upon my representation of being an owner occupant of the property, and that the sale of the property to me by Seller is conditioned upon this representation.

In the event that I falsify any representation made in the above certification, I shall pay Ten Thousand Dollars (\$10,000) to Seller as liquidated damages, which amount shall be in addition to Seller's right to retain any earnest money deposit and any other funds then paid by the Purchaser as liquidated damages pursuant to Section 19 of the Real Estate Purchase Addendum and any other remedy available to Seller at law or equity. Additionally, I agree to pay Seller's reasonable attorney fees and costs incurred by Seller in enforcing its rights hereunder.

PURCHASER

Date

PURCHASER

Date

Agent certifies that he/she has not knowingly submitted to Seller the sales contract and Real Estate Purchase Addendum for the above referenced property on behalf of an investor purchaser. Agent further certifies that he/she is aware of the penalties to the buyer for false certification.

SELLING (BUYER'S) AGENT

Date