

PURCHASE OPTION

Now come the undersigned **CLIFFVIEW II LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership (the "Buyer"), whose address is 1691 Cliffview Drive, Rochester Hills, Michigan 48306, and **CLIFFVIEW LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**, a Michigan limited partnership ("Seller"), whose address is 1691 Cliffview Drive, Rochester Hills, Michigan 48306, and in consideration of Ten (\$10.00) Dollars and other good and sufficient consideration agree as follows:

- a. Buyer shall purchase Seller's entire interest in 1691 Cliffview Drive, in the City of Rochester Hills, Oakland County, Michigan, which is more fully described in Exhibit A (the "Property") attached hereto and incorporated herein, for the sum of Five Million Eight Hundred Seventy-Three Thousand Six Hundred Sixty-Two (\$5,873,662) Dollars (the "Purchase Price").
- b. Upon i) written request by the Buyer; ii) payment in full of any cash to be received by Seller at closing as provided above; and iii) a capital account credit for tax purposes to the General Partner of the Buyer as provided above at any time prior to December 31, 2020, Seller shall execute and deliver to the Buyer a warranty deed conveying its entire right, title and interest in the Property by warranty deed.
- c. Seller shall not encumber the Property nor do any act or deed which would diminish its value during the option period. Seller represents and warrants that it is the fee simple owner of the Property. Seller warrants that formal action has been taken to authorize the signatory to this Agreement to enter into this Agreement.
- d. Neither Seller nor Buyer shall assign its interest in this Agreement.
- e. Notwithstanding anything herein to the contrary, it is understood by the SELLER that BUYER expects to receive an award of funds under the U.S. Department of Urban Development's ("HUD") HOME Investment Partnerships Program ("HOME"). HUD and HOME require that this Agreement be contingent on all of the following: (a) that all required clearances and approvals have been issued pursuant to the National Environmental Policy Act; (b) that HUD has approved the release of funds according to its usual procedures, including proper advertisement; and (c) that all final approvals and clearances have been received from HUD, as may be applicable. As a result of these contingencies, BUYER's performance (including, but not limited to, the exercise of the option provided for above) is expressly conditioned upon the foregoing requirements being met. If the foregoing requirements are not met on or before June 30, 2020, this Agreement shall terminate and the Option Price shall be returned to the Purchaser.

The Parties have executed this Purchase Option as of November 12, 2019.

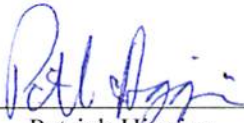
(Signatures appear on the following page.)

Seller:

**CLIFFVIEW LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP, a
Michigan limited partnership**

By: PJDM, LLC, a Michigan limited liability
company

Its: General Partner

By:  _____
Patrick Higgins

Its: Manager

Buyer:

**CLIFFVIEW II LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP, a
Michigan limited partnership**

By: PJDM II, LLC, a Michigan limited liability
company

Its: General Partner

By:  _____
Patrick Higgins

Its: Manager

EXHIBIT A
LEGAL DESCRIPTION

Land situated in the City of Rochester Hills, County of Oakland, in the State of Michigan, described as follows:

BEGINNING at the South 1/4 corner of Section 3, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; thence North 88 degrees 00 minutes 00 seconds West 452.00 feet along the South line of said Section 3 and the centerline of Tienken Road (120 feet wide); thence North 02 degrees 01 minute 12 seconds East 773.50 feet; thence North 40 degrees 22 minutes 20 seconds East 108.73 feet; thence North 09 degrees 13 minutes 10 seconds West 47.22 feet; thence North 40 degrees 11 minutes 10 seconds West 90.90 feet; thence North 03 degrees 46 minutes 44 seconds West 69.34 feet; thence North 45 degrees 24 minutes 26 seconds East, 45.32 feet; thence North 29 degrees 15 minutes 55 seconds West, 71.11 feet; thence North 66 degrees 36 minutes 08 seconds West, 34.75 feet; thence North 19 degrees 46 minutes 14 seconds West 180.60 feet; thence South 88 degrees 00 minutes 00 seconds East 567.00 feet; thence South 02 degrees 01 minute 12 seconds West 1315.50 feet along the North-South 1/4 line of said Section 3 to the Place of Beginning, being a part of the Southwest 1/4 of said Section 3, being subject to the rights of the public over the Southerly 60.00 feet thereof as occupied by said Tienken Road.