

July 30, 2019

Ms. Cathleen Tymoszenko, Economic Development Director Mr. David DeGroot, Director of Community Development City of Geneva 22 South First St. Geneva, IL 60134

Re: Letter of Interest for the site located at Lewis Rd, in Geneva, IL 60134

Dear Ms. Tymoszenko:

MVAH Holding LLC is interested in developing the property located at Lewis Rd. in Geneva, IL 60134 (PIN: 12-08-200-072 less .947 acres), IL. The above referenced site presents a possible opportunity for the project. The below outlines proposed terms upon which MVAH Holding LLC may be willing to enter into an agreement to purchase the property.

Purchaser: MVAH Holding LLC

Premises: 7.63 acres of land

Earnest Money: \$5,000 -- refundable to Purchaser upon Agreement

termination; applicable to the Purchase Price in the event of Closing; to be held by an escrow agent/ title company ("Escrow Agent"). Earnest Money shall become nonrefundable upon receipt of Tax Credit funding, which shall

not extend past June 30, 2020.

Purchase Price: \$400,000 Lump Sum

Due Diligence Period: The Due Diligence Period shall commence upon full

execution of the Agreement, and Purchaser shall have until June 30, 2020 to conduct inspections of the Premises as Purchaser deems necessary and to perform its due diligence in order to confirm the feasibility of the Premises for Purchaser's intended use. Purchaser's obligation to close shall be subject to Purchaser's approval or waiver, in its sole discretion, of certain contingencies, including, without limitation, title, survey, zoning, environmental, etc. Purchaser shall have the unqualified right to terminate the Agreement at any time and for any reason on or before the end of the Due Diligence Period (as it may be extended) and receive a

refund of the Earnest Money.

Extension Period: Purchaser shall have the right to extend the Due Diligence

Period for 3 additional periods of ninety (90) days each. Extension is exercised upon advance written notice to



Seller prior to the expiration of the Due Diligence Period or extension thereof (if applicable). Payment of the extension fees will be \$5,000 each deposited to Escrow Agent which shall be applicable to the Purchase Price but non-refundable in the event of termination (except Seller default).

Intended Use: The Purchaser intends to develop housing using LIHTC

funding.

Purchase Agreement: All of the terms and conditions of the proposed transaction

would be stated in a Purchase Agreement, to be negotiated, agreed and executed by the parties. Neither party intends to be bound by any oral or written statements or correspondence concerning the Purchase Agreement arising during the course of negotiations, notwithstanding that the same by expressed in terms of signifying a partial, preliminary or interim agreement

between the parties.

Closing: Closing shall take place no later than thirty (30) days from

the end of the Due Diligence Period as extended and as

described above.

Confidentiality Each party to this Letter of Interest agrees to keep the

terms and provisions strictly confidential and agree that neither shall disclose such information or the terms and provisions of this Letter of Interest to any person or entity.

Not Binding THIS LETTER OF INTEREST DOES NOT CONSTITUTE

OR CREATE, AND SHALL NOT BE DEEMED TO CONSITITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTEREST.

I am happy to discuss this proposal with you in further detail at your convenience. Thank you again for the opportunity to submit this proposal. I appreciate your considerations.

Sincerely,

MVAH Holding LLC

Hume An Senior Vice President

<b>MVAH PARTNERS</b>	<b>INERS</b>				
<b>MUNICIPAL REFERENC</b>	REFERENCES				
Name	Title	City	State	State Contact Information	Development
Denny Spinner	Mayor	City of Huntingburg	NI	dspinner@huntingburg-in.gov	The Lofts at St. Joseph (senior)
Ryan Stovall	Mayor	City of East Liverpool OH	НО	r.stovall@eastliverpool.com	Market Street Lofts (workforce)
Torry Coita	Eormor Mayor	City of Lenor	2	tall/@torrucoits com	Jasper Lofts (workforce) and
1 e 1 l y 3 e 1 t 2	rollilei iviayoi	City of Jasper	2	tain@tellyseitz.colli	אוווב סנובבר רחונז (אבוווחו)
	Director of Planning and Economic		,		
Dave Efland	Development	City of Delaware	ЮН	DEfland@delawareohio.net	Riverside Landing (senior)
					Omega Senior Lofts (senior), Pheasant Run Senior (senior),
					Dayton Single Family Homes
Shelley Dickstein	City Manager	City of Dayton	ОН	Angela.Coleman@daytonohio.gov   (workforce)	(workforce)
<b>Gregg Mandsager</b>	City Administrator	City of Muscatine	۷	gmandsager@muscatineiowa.gov   Harrison Lofts (workforce)	Harrison Lofts (workforce)





