



Glen Helen
Association

405 Corry Street
Yellow Springs, Ohio 45387
937-769-1902
www.glenhelen.org

May 29, 2013

Susan Osborne
Chief Strategy Officer
Girl Scouts of Western Ohio
4930 Cornell Road
Cincinnati, OH 45242-1804

Dear Susan:

We appreciated having the opportunity to visit with you and Roni last month, to discuss Camp Greene and the possibility that we might acquire the camp and ensure its protection through inclusion in Glen Helen.

Given our mutual familiarity with the land acquisition and protection processes used by the Trust for Public Land, I am attaching, for your review, a Letter of Intent that we hope will provide a framework for formally getting this exciting project underway. This Letter of Intent is modeled directly on the document that we used at the outset of our own process with TPL.

We understand that the Girl Scout board meets next month. We hope that we would be able to finalize the Letter of Intent, so that it will be presentable to the board for their upcoming meeting. We will look forward to hearing from you, once you have had the chance to review the letter.

Sincerely,

Nick Boutis
Executive Director
Glen Helen Association

Dan R. Halm, Ph.D.
President, Board of Trustees
Glen Helen Association

May 30, 2013

Girl Scouts of Western Ohio
4930 Cornell Road,
Cincinnati, OH 45242-1804

Dear Board of Directors:

I am providing this non-binding letter of intent in order to set forth the general terms by which the Glen Helen Association ("GHA") proposes to acquire the property owned by the Girl Scouts of Western Ohio ("Girl Scouts") located in Greene County, Ohio and containing approximately 28.35 acres of land and commonly known as Camp Greene ("the Property").

GHA proposes to purchase the Property from the Girl Scouts generally on the following terms and conditions (which are not to be considered all inclusive):

Property: The Property shall include the approximately 28.35-acre Camp Greene, including the existing buildings and educational structures.

Option: In return for a \$500 option consideration payment to be made by GHA to the Girl Scouts within five (5) business days of the execution of the Option Agreement, the Girl Scouts will grant GHA an exclusive option to purchase the Property through December 31, 2014 ("Option Exercise Date"). The option consideration payment will be applied to the purchase price.

If GHA exercises the Option Agreement and purchases the Property, GHA will grant a conservation easement on the Property, to ensure its ongoing purposes of natural resource preservation and environmental learning.

Purchase Price: The purchase price for the Property would be the fair market value of the Property, less any mutually agreeable consideration for ongoing use by the Girl Scouts. Fair market value would be determined by an appraisal, conducted by a State of Ohio certified appraiser, that takes into account, among other things, the existing conservation easement on the property, and has been reviewed and approved by GHA. The appraisal would be conducted at GHA's cost by an appraiser selected by GHA and acceptable to the Girl Scouts. The purchase price would be paid in cash or certified funds at closing.

Due Diligence: During the term of the option, GHA will work to make a complete assessment of the Property, including an appraisal, title, survey, and hazardous material assessment review, as necessary. In addition, GHA will work to develop the public and private financial support necessary to complete the transaction. We will need the Girl Scouts to provide GHA with any information in its possession regarding these due diligence items.

Commissions: It is our understanding that there is no agent or broker involved in this transaction. The commission of any broker will be the responsibility of the party retaining that broker.

Confidentiality: The terms of this transaction involve matters deemed personal and private to the Girl Scouts and GHA. The Girl Scouts and GHA agree that the terms and conditions of this letter of intent and the Option Agreement shall be confidential and shall not be disclosed to anyone other than the parties or their respective attorneys, employees, advisors, consultants or representatives, except as required by law.

No Other

Negotiations: It is understood and agreed that if the Girl Scouts sign a copy of this Letter of Intent and delivers the same to GHA, GHA will incur certain costs and expenses incident to the preparation of the Option Agreement. Accordingly, the Girl Scouts agree that during the time between execution of this Letter of Intent and the Option Agreement, the Girl Scouts will not engage in negotiations with any other party for the sale of the Property.

If this proposal is acceptable to the Girl Scouts, please have the person authorized to do so sign and return this letter to my attention by July 31, 2013. We can then diligently pursue and finalize a mutually acceptable Option Agreement. If we are unable to reach a mutually acceptable Option Agreement by September 30, 2013, either party may elect to not pursue further negotiations of these agreements.

Both the Girl Scouts and GHA acknowledge that other than the terms of the Confidentiality and No Other Negotiations paragraphs set forth above, this is a non-binding letter of intent and neither party is entitled to rely on it as a binding agreement. The terms of the Confidentiality and No Other Negotiations paragraphs, however, shall be binding upon both parties upon the Girl Scout's execution of the enclosed copy of this letter.

Thank you for considering this proposal and for your interest in pursuing this conservation project. Please contact me if you have any comments or questions at ph: (937) 769-1902 x 105 or cell: (937) 286-6884.

Sincerely,



Nick Boutis
Executive Director, Glen Helen Association

The foregoing letter is approved as the basis for the preparation of an Option Agreement on this _____ day of _____, 2013.

Girl Scouts of Western Ohio

By: _____

Its: _____