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September 7, 1988

Mr. Manny Desnet
Camp Waupaca for Boys, Inc.
6850 Crawford
Lincolnwood, IL 60646

Re: Letter of Intent

Dear Manny:

This letter evidences the intention of **Camp Young Judaea** (hereinafter known as **CYJ**) to enter into a written contract with **Camp Waupaca for Boys, Inc.**, (hereinafter referred to as **Waupaca**) for the rental of and purchase option on Waupaca. The general terms of the rental and sale option follow in this letter. A written contract will be entered into between the parties at the earliest possible time after the signing of this letter.

The parties agree to a five year lease for the premises commonly known as Camp Waupaca for Boys, Inc., in Wisconsin. The rental will commence with the 1989 camp season. The first year's rental will be $16.50 per camper per day, plus $9.00 per staff member per day. There will be no charge for staffers' children who are age eight and under. CYJ guarantees a minimum of two hundred campers per season and a minimum of thirty-eight staff members per season. CYJ further guarantees that the camp season will be a minimum of forty-eight days. Waupaca may increase the rental price of its facility during the five year contract. Each yearly increment after year one shall not exceed five percent of the prior year's price. After the 1989 season, CYJ may exercise its option to buy Waupaca for a price not to exceed $575,000.

Waupaca further agrees as follows:

1. The personal consultation services of Manny Desnet, will be provided without cost during 1989.

2. Waupaca shall provide Kosher food and shall guarantee the kashruth of the Waupaca kitchen throughout each summer rental period.

3. Waupaca shall provide three meals per day plus one snack. In addition, Waupaca shall provide a staff snack each night. Menus will be mutually approved.

4. Waupaca shall provide a cook and a cook's assistant for the kitchen.

5. Waupaca shall provide one caretaker for the premises.

6. Waupaca shall be responsible for maintenance and repairs to the premises.

7. Waupaca shall cut the grass at least twice during the season.

8. Waupaca shall provide to CYJ a certificate of liability insurance whose coverage includes but is not limited to fire and storm damage.

9. Waupaca shall pay all utility bills, not including telephone service, for the camp.

10. Waupaca shall provide all available athletic equipment and waterfront equipment.

11. Waupaca shall be available for a period of up to seven days prior to the beginning of Session I and a period of up to five days between Sessions I and II for staff orientation and camp preparation, both periods at no charge to Camp Young Judaea. CYJ will provide all food services during these two periods.

12. Wapaca shall not rent to any group while CYJ is on the premises.

CYJ shall be responsible as follows:

1. Prior to camp opening CYJ shall:

   a. Rake and pick up leaves and deposit same in an area so designated.

   b. Prepare the cabins including cleaning, mopping, and moving beds.

   c. Prepare the waterfront for opening including taking the boats out of the recreation hall and setting out the raft and safety lines, and setting the slide into the water.

   d. CYJ shall set up all other athletic equipment.

2. CYJ shall provide kitchen staff to wash and clean dishes and pots, serve meals, and clean the kitchen and dining hall.

3. CYJ shall provide a kitchen manager and a dining hall manager.

4. CYJ shall be responsible for telephone bills.

5. CYJ shall be responsible for repairs and maintenance of equipment including ski boats, pickup truck, and bus, provided that such maintenance and repairs are not beyond normal wear and tear.

6. CYJ shall make payments for damages caused to Waupaca property and/or equipment due to the negligence of campers.

7. CYJ shall provide kitchen utensils including dishes, silverware, glasses, and paper and plastic products.

8. CYJ shall provide a certificate of liability insurance to Camp Waupaca.

9. CYJ shall cause the premises to be inspected by a safety engineer.

10. CYJ shall be responsible for the maintenance of game room equipment and shall repair said equipment if it is damaged by CYJ.

11. CYJ shall provide gasoline and oil for boats and vehicles used by CYJ.

Waupaca reserves the right to sell its premises during the last three years of the five-year lease. If an offer to purchase Waupaca is made, CYJ shall be given thirty days in which to exercise a right of first refusal. The terms of such purchase to CYJ will be at the prevailing interest rate. CYJ is guaranteed that the premises shall not be sold to another party during the first two years of the five-year lease. After that time if Waupaca is sold to another party, notice of the non-renewal for the next summer of CYJ's lease must be received by CYJ prior to July 1 of the previous year.

Waupaca is not responsible for any accidents in the cabins or in or on any other buildings or grounds of Waupaca or at the waterfront, including swimming and boating unless said accident is caused by Waupaca's negligence. CYJ shall provide liability insurance for the vehicles it operates. Said liability insurance will be in effect only for the time period during which the vehicles are under the control and use of CYJ.

CYJ is making a $1,000 deposit to Waupaca with the signing of this letter.

Yours truly,

David Wolf
Camp Director

Linda Harth
Camp Chairman

Bobbie Feinstein
Camp Co-Chairman

Accepted: _____
Manny Desnet
President
Camp Waupaca for Boys, Inc.

_____
Manny Desnet

Date: _____

LW/lmj