FRANCHISE DISCLOSURE DOCUMENT

KAMPGROUNDS OF AMERICA, INC.
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Billings, MT 59101

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The franchisee will operate a recreational vehicle park and campground business that offers camping facilities and services to the camping public.

The investment necessary to purchase an existing KOA franchise ranges from $441,950 to $12,676,425, which includes the initial franchise fee of $10,000 that the franchisee must pay to the franchisor.

The investment necessary to convert an independent campground to a KOA campground ranges from $33,750 to $483,050, which includes the initial franchise fee of $11,250 that the franchisee must pay to the franchisor.

The cost to construct a new KOA campground will range from $3,803,800 to $8,894,900, which includes the initial franchise fee of $30,000 that the franchisee must pay to the franchisor.

This Franchise Disclosure Document summarizes provisions of your Franchise Agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 calendar days before you sign a binding agreement with us, or make any payment to us in connection with the proposed sale or grant of a franchise.

Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your Franchise Disclosure Document in another format more convenient for you. To discuss the availability of different formats, contact the Legal Department at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101, 1-800-548-7104.

The terms of the franchise agreement will govern your franchise relationship. Do not rely on the Franchise Disclosure Document alone to understand your franchise agreement. Read the entire agreement carefully. Show it and this Franchise Disclosure Document to an advisor, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Franchise Disclosure Document can help you make up your mind. Further, the Federal Trade Commission can provide information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document. You can contact the Federal Trade Commission at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the Federal Trade Commission's home page at www.ftc.gov for additional information, or call your state agency or visit your public library for information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

The issuance date: April 29, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G and H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only KOA franchise business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a KOA franchisee?	Item 20 or Exhibits G and H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising
Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Montana. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Montana than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE MANDATED BY SECTION 8 OF MICHIGAN'S FRANCHISE INVESTMENT ACT

1. **The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you**.

2. Each of the following provisions is void and unenforceable if contained in any document relating to a franchise:

a. A prohibition of the right of a franchisee to join an association of franchisees.

b. A requirement that a franchise assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in Michigan Compiled Laws Section 445.1527. This does not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause includes the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. On the other hand, Michigan law does not require a renewal provision.

f. A provision requiring that arbitration or litigation be conducted outside of this state; however, the franchisee is not prohibited from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside of Michigan.

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. A franchisor is not prohibited, however, from exercising a right of first refusal to purchase the franchise. Good cause includes, but is not limited to:

(1) The failure of the proposed transferee to meet the franchisors then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. A provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets is not prohibited. Nor is a provision prohibited that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets, if the franchisee has breached the lawful provisions of the franchise agreement and failed to cure in the manner identified in subparagraph c above.

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

3. **The fact that there is a notice of this disclosure document on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general**.

If you have any questions regarding the notice of this disclosure document on file with the Attorney General, you may contact Michigan Department of Attorney General, Consumer Protection Division, 525 W. Ottowa Street, PO Box 30212, Lansing, Michigan 48909; telephone number (517) 335-7644.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

Kampgrounds of America, Inc. ("KOA", "we", or "us") is a Montana corporation organized in September 1960. Our principal business address is Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101. We do business under the names "Kampgrounds of America, Inc." and "KOA," and we have sold franchises for KOA campgrounds since October 1963. We have operated, owned and leased campgrounds since June 1962. We have not sold franchises in any other line of business.

Exhibit E lists our agents for service of process.

Our Parent, Predecessors, and Affiliates

Our parent is KOAH, Inc. ("KOAH"). KOAH is a Delaware corporation organized June 26, 2004 and its principal business address is P.O. Box 36, Armonk, NY 10504.

We have no predecessors.

Our affiliate, Kampgrounds of America (Canada) Ltd. ("KOA Canada"), a Province of Alberta corporation organized in October 1968, sells franchises, products, and services to franchisees. KOA Canada's principal business address is Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101. KOA owns all of the capital stock of KOA Canada. KOA Canada has sold franchises to campgrounds in Canada since October 1968 and there were 30 franchised campgrounds in Canada as of December 31, 2021.

The Franchise Offered

As a KOA-franchised campground, you will operate a combination recreational vehicle park/campground business under the KOA brand (a "park/campground business" or "KOA campground"). You must offer camping sites to travelers who are using KOA Deluxe Cabins, recreational vehicles, travel trailers, and tents for living accommodations while they travel to or vacation at their destination. To promote the brand and the success of your campground, we set minimum service and quality standards and require certain amenities, which would be set out in the *KOA Quality Assurance & Policy Manual*.

To optimize alignment of our standards and requirements with the type of customer you serve, we developed Journey KOA, Holiday KOA and Resort KOA brand categories. We are confident these categories benefit you and us, because the category allows focused marketing and promotion targeted as potential customers who are most likely to camp with you. Future editions of the *KOA Quality Assurance & Policy Manual* will detail related services, facilities and amenities.

The market for camping facilities and services is well developed. The demographics of the market population include young and old; families and singles; modest income and high income; and currently employed and retired persons. Sales may be seasonal or non-seasonal, depending on the campground location. Further, KOA campgrounds compete with independent campgrounds, other campground chains, and state and federal campgrounds.

Industry-specific Regulations

You must comply with all local, state, and federal laws that apply to your campground, including laws that may affect health, sanitation, no smoking, equal opportunity, work place safety, discrimination,

employment, and sexual harassment. The Americans with Disabilities Act of 1990 and the Americans with Disabilities Act of 2008 require readily accessible accommodations for disabled people and, therefore, may affect your entrance ramps, doors, seating, bathrooms, drinking fountains, and other amenities. You must obtain all permits, licenses, and certifications required by governmental authorities. You should consult with your attorney concerning laws that may affect your campground.

Related Business

KOA launched a new camping venture in 2019 known as Terramor Outdoor Resorts. These resorts are not traditional KOA campgrounds and are not part of KOA's franchised campground system, nor are they available for franchise opportunities at this time. Terramor Outdoor Resorts provide an outdoor luxe glamping experience, where no recreational vehicles are permitted.

ITEM 2

BUSINESS EXPERIENCE

Director, President and Chief Executive Officer: Toby L. O'Rourke

Toby L. O'Rourke assumed the positions of Director and Chief Executive Officer in April 2019. She is also the President as of March 2018. Before these appointments, she served as Chief Franchise Operations Officer from January 2016 to February 2018, Senior Vice President, Marketing from February 2015 to December 2015, Vice President, Marketing from February 2013 to February 2015, Senior Director, Marketing January 2012 to February 2013 and as Director, Digital Marketing March 2011 to January 2012.

Director: Oscar L. Tang

Oscar L. Tang is a Director – his tenure began in May 1981.

Director, Chief Financial Officer and Corporate Secretary: Christopher A. Scheer

Christopher A. Scheer is a Director, our Chief Financial Officer and the Corporate Secretary. Chris joined KOA in September 2020. Before joining KOA, Chris was employed in multiple roles in the hotel industry in Denver, Colorado, including Managing Director for the Henley Group from June 2020 to September 2020, SVP of Real Estate Finance & Asset Management for Sage Hospitality from February 2018 to March 2020 and Chief Financial Officer for Stout Street Hospitality from August 2004 to February 2018.

Chief Operations Officer, Owned and Operated Assets of KOA: Darin E. Uselman

Darin E. Uselman is the Chief Operations Officer, KOA OAK, a position he began in January 2022. He held the position of Chief Operations Officer, KOA Franchise in 2021 and was the Vice President, Franchise Services from March 2017 to December 2020. Before starting with KOA, Darin served in multiple roles with GE Capital, located in Billings, Montana, including Strategic Program Manager and Collateral Initiatives Leader from June 2011 to February 2017.

Chief Acquisitions Officer, Company Owned Properties: Chris S. Fairlee

Chris S. Fairlee became our Chief Acquisitions Officer, Company Owned Properties in January 2021. Before his appointment to this position, he was Vice President, System Development from February 2013 to December 2020, Assistant Vice President, System Development from May 2009 to January 2013, Sales Manager from December from 2007 to May 2009 and our National Marketing Manager, from February 2006 to December 2007.

Chief Operations Officer, KOA Franchise: Ann Emerson

Ann Emerson is the Chief Operations Officer, KOA Franchise, a position she began in January 2022. Prior to joining KOA, Ann held various roles at Good Sam Enterprises, including serving as Vice President from 2008 to 2020.

Chief Marketing Officer: Whitney M. Scott

Whitney M. Scott began serving as our Chief Marketing Officer in January 2021. Previous to that Ms. Scott was Vice President, Marketing from January 2018 to December 2020, Assistant Vice President, Marketing from February 2017 to December 2017, Senior Director, Marketing from January 2016 to January 2017, Director of Local Marketing Strategy from April 2015 to December 2015 and Marketing Manager, Local Strategy and Events from November 2013 to March 2015.

ITEM 3

LITIGATION

No litigation information is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

1. Buy an Existing KOA campground

If you buy a campground that is a KOA campground, the franchise fee is $10,000. The timing of the closing of your purchase and the signing of your Franchise Agreement determines when you pay the franchise fee.

Even though you are not required to do so, before you open your campground for business as a KOA campground, you may buy from us equipment or supplies. Amounts paid to us for these items in 2020 ranged from $0 to $10,000.

If you attend initial training before taking possession of your campground, you will be required to deposit $3,500 with us, which we will refund when you take possession. If you do not take possession of the campground, we will not refund the deposit.

2. Convert a campground

If you convert a campground to a KOA campground, the franchise fee is $11,250, which you will pay when you sign your Franchise Agreement. We may require you to commit to renovate the campground to meet our requirements. We will detail the requirements for you in writing prior to payment of the $11,250 franchise fee.

Even though you are not required to do so, you may buy equipment or supplies from us before you open your KOA campground for business. Amounts paid to us for these items in 2021 ranged from $0 to $10,000.

If you convert your campground and, for any reason, you are not satisfied, and you elect to cancel your franchise agreement before a negotiated date, we will refund your franchise fee and any payments of administrative fees, royalty, and advertising assessments made to us. To qualify for this refund, however, you must have paid all royalty, advertising, and administrative fees. You must also have satisfactorily accomplished required renovations; made required operating and administrative changes; participated in KOA-U Orientation; and attended at least one KOA Convention.

3. Build a new campground

If you build a new KOA campground, the franchise fee is $30,000, which you will pay when you commit to construction and submit a franchise application. Before you open your campground for business, you may buy equipment or supplies from us, although you are not required to do so. Amounts paid to us in 2021 for these items ranged from $0 to $10,000.

We will refund all or part of the $30,000 franchise fee payment under the following conditions:

- If before we inspect your site and prepare a development plan for you, we do not accept your franchise application, or if you do not receive zoning approval, we will refund the full $30,000.
- If after we accept your franchise application and after we inspect your site, we notify you that the site is not acceptable, or if you elect not to proceed after we inspect your site, we will refund $25,000.
- If you do not receive zoning approval within one year of receiving a development plan from us, we will refund $10,000. This refund, however, will not occur until after you return the development plan to us.

You do not pay our affiliates or us any other fees or payments for services or goods before your business opens.

4. For all campgrounds

Even though you are not required to do so, before you open your campground for business as a KOA campground, you may buy from us equipment or supplies. Amounts paid to us for these items in 202 lranged from $0 to $10,000.

Except as set forth above, none of these fees are refundable.

ITEM 6

OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty	8% of Total Registration Receipts	Payable on the first day of each week	Paid to us. "Total Registration Receipts" include all revenue from renting campsites or lodging facilities. Charges for water, electricity, and sewer, whether or not separately metered, are included. Charges for sales or use tax, television, and telephone are not included. You must pay royalty through Electronic Funds Transfer, (EFT). There are times where we will look at an individual campground's situation and negotiate modifications to our standard royalty. See Note 1
Advertising Assessment	2% of Total Registration Receipts	Same as Royalty	Paid to us. You must pay advertising assessment through Electronic Funds Transfer, (EFT). There are times where we will look at an individual campground's situation and negotiate modifications to our standard advertising assessment. See Note 2
Administrative Fee	$1,750	Anniversary Date of Franchise Agreement Effective Date	Paid to us.
KOA Rewards™ Program Proceeds	50% of proceeds from KOA Rewards Program sales	On the first day of each week	Paid to us. A KOA Rewards Program card entitles the holder to receive discounted campsite rental charges and earn points redeemable for products and services.
Inventory	Depends on the size of the convenience store	On receipt of invoice	Paid to us or to vendor. You are not required to purchase inventory from us; however, you are required to maintain a minimum inventory of certain items described in the KOA Quality Assurance & Policy Manual.
Delinquency Charge	1% per month on all amounts owed for more than 30 days	Upon receiving our demand for payment	Paid to us. You must pay interest on past due amounts. If 1% per month exceeds the maximum rate allowed by law, then the interest rate is the maximum allowed by law.
Audit Charge	Cost of audit +	10 days after	Paid to us. The Audit Charge is payable only if

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
	underpayment	receipt of our audit report and demand for payment	our audit shows you underpaid Royalty and Advertising Assessments by an amount that is more than 5% of the amount that should have been paid.
Training	Additional and subsequent trainee charge: $500 per person + travel expenses	On or before attending KOA-U Orientation	Paid to us. The franchise fee includes the initial attendance at KOA-U for 2 people; however, you may elect to have more attendees. The cost of additional person(s) will be your responsibility.
Franchise	$10,000	When we approve the transfer	Payable to us. If you transfer your campground to your children or to a corporation that you or your children control, we will not charge this fee. See **ITEM 5**.
Indemnity	Depends on circumstances	When incurred	Payable to us. You must reimburse us for liability arising from your campground operation.
Liquidated Damages	To be calculated by us depending on the exact number of months remaining in the Term	On or before the date of termination or sale closing	Payable to us. You must pay the liquidated damages if you terminate the Franchise Agreement prior to expiration.
Costs and Attorney's Fees	Depends on circumstances	When incurred	Payable to us. If you fail to comply with your franchise agreement obligations and cause us to litigate to enforce our rights, you must pay our legal costs.

Note 1 A Royalty in the amount of 8% of Total Registration Receipts will be paid to KOA. When the amount of Total Registration Receipts that are subject to royalties reaches $7,500,000 cumulatively in a calendar year for all campgrounds under one common owner, the Royalty Rate will be reduced to 6% of Total Registration Receipts exceeding $7,500,000 for the remainder of the calendar year. When the amount of Total Registration Receipts that are subject to royalties reaches $15,000,000 cumulatively in a calendar year for all campgrounds under one common owner, the Royalty Rate will be reduced to 5% of Total Registration Receipts exceeding $15,000,000 for the remainder of the calendar year. Upon completion of the calendar year, the Royalty Rate will return to 8%. These annual thresholds of $7,500,000 and $15,000,000 will be adjusted, beginning in 2023, and then every five years thereafter, based on the cumulative change in the Consumer Price Index since January 1, 2019.

Note 2 An Advertising Assessment in the amount of 2% of Total Registration Receipts will be paid to KOA. When the amount of Total Registration Receipts that are subject to Advertising Assessment, reaches $1,334,500 for the campground and the amount of Advertising Assessment reaches $26,690 for the calendar year, no further Advertising Assessment will be assessed for the remainder of the calendar year. Upon completion of the calendar year, the Advertising Assessment will return to 2%. This annual threshold of $1,334,500 will be adjusted, beginning in 2023, and then every five (5) years thereafter, based on the cumulative change in the Consumer Price Index since January 1, 2019.

ITEM 7

ESTIMATED INITIAL INVESTMENT

Your initial investment in a campground will vary, depending on whether you purchase a KOA campground, convert a campground to a KOA campground, or build a new campground. We present estimates of your investment, assuming all three of these circumstances, in the following tables. Except where otherwise stated, we do not refund the charges you pay to us.

Buy an Existing KOA Campground

YOUR ESTIMATED INITIAL INVESTMENT – BUY AN EXISTING KOA CAMPGROUND				
(1) **Type of Expenditure**	**(2)** **Amount**	**(3)** **Method of Payment**	**(4)** **When due**	**(5)** **To whom payment is made**
Initial Franchise Fee	$10,000	Lump sum	At signing of the franchise agreement	Paid to us. See Note 1.
Training Expenses	$0 to $3,500	Lump sum	When attending training	Paid to suppliers of goods and services. See Note 2.
Real Estate, Fixtures, Other Improvements, Equipment, and Signs	$400,000 to $12,500,000	As specified in your purchase agreement and in your contracts with independent contractors	As specified in your purchase agreement and in your contracts with independent contractors	Paid to the Seller from whom you buy your campground and to the independent contractors with whom you may contract for services. See Note 3.
Opening Costs	$10,650 to $25,000	As specified by governmental authority and in your agreements with service providers	As specified by governmental authority and in your agreements with service providers	Paid to local and state agencies, utilities, and suppliers. See Notes 4 and 5.
Initial Inventory	$0 to $30,000	As specified in your purchase agreement or your agreement with KOA	As specified in your purchase agreement or your agreement with KOA	Paid to the Seller from whom you buy your campground, to us, or to a vendor or vendors. See Note 6.
Royalty and Advertising Assessments	$2,300 to $13,000	As specified in your franchise agreement	Monday each week	Paid to us. See Note 7.
Additional Funds	$15,500 to $89,925	Lump sum	As incurred	Paid to us and to suppliers. See Note 8.

Computer Hardware and Software	$0 to $5,000	As specified in your agreements with suppliers of goods and services	As specified in your agreements with suppliers of goods and services	Charges for KampSight®/K2 KampSight® software are included in your annual administrative fee. Charges for hardware are payable to your suppliers. See Note 9.
Total	**$441,950 to $12,676,425 (See Note 10)**			

Note 1 Your franchise fee is $10,000. KOA may agree to extend the date for payment of the initial franchise fee to the date when you close your purchase transaction.

Note 2 The initial franchise fee covers travel and hotel expenses for you and another person to attend KOA-U in Billings, Montana. However, if you elect to attend KampSight/K2 KampSight training at a time and location other than during KOA-U in Billings, Montana, you will pay the travel expenses. The initial franchise fee also covers KOA's expense of assigning the franchise agreement from the seller of your campground to you. See **ITEM 11**.

Note 3 These amounts are based on KOA campgrounds that were sold in the United States in 2019, 2020, and 2021. Generally, the purchase price included the real estate and all buildings and structures, equipment, and signs. Campground purchase prices ranged from $400,000 to $12,500,000; the down payment ranged from 0% to 100% of the purchase price. Our sign policy requires you to maintain and replace weathered and worn signs at your expense.

Note 4 We may require you to make certain improvements when you buy an existing KOA campground. For example, you may be required to paint buildings, to replace signs and to perform other work to cause the campground to comply with KOA standards.

Note 5 Costs for telephone installation and services, utility deposits, business licenses, insurance premiums, and professional services are included in Opening Costs. The insurance carrier you select and your claims history will influence cost.

Note 6 Buyers often purchase the seller's inventory when purchasing a KOA-franchised campground. The type and number of items and bargain negotiated determines the cost of the inventory. You may also elect to increase your inventory by purchasing items from us or from other suppliers. The *KOA Quality Assurance & Policy Manual* states minimum inventory requirements.

Note 7 The estimate is for the first 3 months of operations.

Note 8 This is the estimated cost of your initial operating expense for the first 3 months. While the estimate includes payroll expense, it does not include any salary for you. It also includes an estimate of advertising expense you will pay to suppliers (whether affiliated or unaffiliated with KOA). This advertising expense is independent of the advertising assessments you will pay to us. The low end of the range assumes a KOA Journey campground. The high end of the range assumes a KOA Resort campground. Interest expense, depreciation, or lease payments are not included in this range. Diligence in following our methods and procedures; management skill, experience, and business acumen; local, regional, and national economic and market conditions; and competition will influence the results you experience.

Note 9 We require you to have a business-class computer and software for word processing, e-mail, Internet access, spreadsheet, database, and other business applications suitable for small business. Many KOA franchisees use *QuickBooks*® accounting software along with software we provide for credit card transaction processing; both of these software products integrate with our KampSight/K2 KampSight software. You will be required to be active on the Internet and to participate in our Campground Management System ("CMS"), which consists of KampSight/K2 KampSight (campground management software), eKamp (franchise intranet system), and other systems based on technology. The cost of the CMS software is included in the annual administrative fee you pay to us. Costs for suitable hardware, peripherals, and software range from $0 to $5,000.

Note 10 Our experience provides the basis for estimates in this table; however, we do not represent that experience accurately predicts the future. Obviously, your results of operation will differ from our experience; therefore, we encourage you to review carefully these figures with a business advisor and make your own forecasts.

Convert an Independent Campground

YOUR ESTIMATED INITIAL INVESTMENT – CONVERT AN INDEPENDENT CAMPGROUND				
(1) **Type of Expenditure**	**(2)** **Amount**	**(3)** **Method of Payment**	**(4)** **When due**	**(5)** **To whom payment is to be made**
Initial Franchise Fee	$11,250	Lump sum	At signing of the franchise agreement	Paid to us. See Notes 1.
Training Expenses	$0 to $3,500	Lump sum	When attending training	Paid to suppliers. See Notes 2.
Additional Improvements	$3,500 to $300,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to suppliers. See Notes 3.
Opening Costs	$0 to $27,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to governmental authorities and suppliers. See Notes 4.
Initial Inventory	$0 to $30,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to us or suppliers. See Notes 5.
Royalty and Advertising Assessments	$0 to $13,000	As specified in your franchise agreement	Monday each week	Paid to us. See Notes 6.
Advertising Expenses	$0 to $6,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to suppliers, who may or may not be affiliated with us. See Notes 7.
Additional Funds	$15,000 to $87,300	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to us and to suppliers. See Notes 8.

Computer Hardware and Software	$500 to $5,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Your initial franchise fee paid to us covers the first year's charge for KampSight/K2 KampSight software. You pay charges for hardware to suppliers. See Notes 9.
Total	**$33,750 to $493,050 (See Note 10)**			

Note 1 The initial franchise fee is $11,250; however, our conversion guarantee may lead to the refund of this payment. The initial franchise fee also includes the entrance sign and all required campground signage, onsite training and travel and hotel expenses for you and another person to attend KOA-U in Billings, Montana, as well as KOA's KampSight/K2 KampSight software operating system.

Note 2 The initial franchise fee covers travel and hotel expenses for you and another person to attend KOA-U in Billings, Montana. However, if you elect to attend KampSight/K2 KampSight training at a time and location other than during KOA-U in Billings, Montana, you will pay the travel expenses estimated here. See **ITEM 11**.

Note 3 You may be required to make certain improvements. For example, you may be required to paint buildings, to replace signs, and to perform other work to cause the campground to comply with KOA standards.

Note 4 Costs for items like installation of telephones and telephone services, utility deposits, business licenses, insurance premiums, and professional services are included in Opening Costs. The insurance carrier you select and your incident history will influence cost.

Note 5 You are required to have a fully stocked convenience store. Costs vary with the size of your store and the inventory on hand when you convert. We state minimum inventory requirements in our *KOA Quality Assurance & Policy Manual*.

Note 6 This range is an estimate for your first 3 months of operations. Our conversion guarantee may lead to the refund of these payments.

Note 7 This range is an estimate of cost for advertising during your first 3 months of operations.

Note 8 This range is an estimate of your other operating expense for the first 3 months. While the estimate includes payroll expense, it does not include any salary for you. We have not included interest expense, depreciation, or lease payments. Diligence in following our methods and procedures; management skill, experience, and business acumen; local, regional and national economic and market conditions; and competition will influence your actual expenditures.

Note 9 You will need a business-class computer and software for word processing, e-mail, Internet access, spreadsheet, database, and other business applications suitable for small business. Many KOA franchisees use *QuickBooks*® accounting software along with KOA-provided software for credit card transaction processing; both of these software products integrate with our KampSight/K2 KampSight software. You will be required to use and to be accessible through the Internet and to participate in KOA's Campground Management System ("CMS"), which consists of KampSight/K2 KampSight (campground management software), eKamp (franchise intranet system), and other technology-based systems. After the first year of operation, your annual administrative fee covers the cost for CMS. Costs for suitable hardware, peripherals, and software range from $500 to $5,000.

Note 10 Our experience provides the basis for estimates in this table; however, we do not represent that experience accurately predicts the future. Obviously, your results of operation will differ from our experience; therefore, we encourage you to review carefully these figures with a business advisor and make your own forecasts.

Construct a Campground

YOUR ESTIMATED INITIAL INVESTMENT – CONSTRUCT A CAMPGROUND				
(1) **Type of Expenditure**	**(2)** **Amount**	**(3)** **Method of Payment**	**(4)** **When due**	**(5)** **To whom payment is to be made**
Initial Franchise Fee	$30,000	Lump sum	At signing of construction commitment agreement and submission of franchise application	Paid to us. See Notes 1 and 14.
Training Expenses	$0 to $3,500	Lump sum	When attending training	Paid to vendors. See Notes 2 and 14.
Real Estate	$36,000 to $600,000	As specified in your purchase agreement	As specified in your purchase agreement	Paid to seller. See Notes 3 and 14.
Main Building	$300,000 to $800,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to vendors. See Notes 4 and 14.
Campground Residence	$115,000 to $300,000	As incurred	As specified in your agreement with your contractor	Paid to contractors and vendors. See Notes 4 and 14.
Site Costs	$2,950,000 to $5,150,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to vendors. See Notes 5 and 14.
Accommodations	$0 to $650,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to suppliers of goods and services. See Notes 6 and 14.
Other Facilities	$80,000 to $950,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to vendors. See Notes 7 and 14.
Equipment	$45,000 to $100,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to vendors. See Notes 8 and 14.

YOUR ESTIMATED INITIAL INVESTMENT – CONSTRUCT A CAMPGROUND				
(1) **Type of Expenditure**	**(2)** **Amount**	**(3)** **Method of Payment**	**(4)** **When due**	**(5)** **To whom payment is to be made**
Opening Costs	$100,000 to $ 250,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to governmental authorities and vendors. See Notes 9 and 14.
Initial Inventory	$10,000 to $40,000	As specified in your agreement with suppliers of goods and services	As specified in your agreement with suppliers of goods and services	Paid to us or vendors. SeeNotes 10 and 14.
Royalty and Advertising Assessments	$3,500 to $30,000	As specified in your franchise agreement	Monday each week	Paid to us. See Notes 11 and 14.
Additional Funds	$29,000 to $81,400	As specified in your agreement with suppliers	As specified in your agreement with suppliers	Paid to us and to vendors. See Notes 12 and 14.
Computer Hardware and Software	$1,800 to $10,000	As specified in your agreement with suppliers	As specified in your agreement with suppliers	Charges for hardware are payable to suppliers. See Notes 13 and 14
Total	**$3,803,800 to $8,894900 (See Note 14)**			

Note 1 You pay $30,000 to us when you submit an application for a franchise and sign an agreement committing to construct the campground. All or a portion of this payment may be refundable. See **ITEM 5**. The initial franchise fee also includes the entrance sign and all required campground signage, onsite training and travel and hotel expenses for you and another person to attend KOA-U in Billings, Montana, as well as KOA's KampSight/K2 KampSight software operating system.

Note 2 The initial franchise fee covers travel expenses for you and another person to attend KOA-U in Billings, Montana and to obtain consulting services from us while you are there. However, if you elect to attend KampSight/K2 KampSight training at a time and location other than during KOA-U Orientation in Billings, Montana, you will pay the estimated travel expenses. See **ITEM 11**.

Note 3 You must have a minimum of 12 acres for your campground, if it will be served by a municipal sewer and water system. If it is not, you will need a minimum of 15 acres. Factors like the number of acres, access to major highways or to destination attractions, zoning, uses of adjacent land, drainage, availability of shade trees, and competing alternative land uses will affect cost.

Note 4 This is our estimated range for a main building which may also provide living accommodations for you. This estimate includes labor and material and assumes you manage the construction. If you employ a general contractor, you must add the contractor's fees to these numbers. We assumed the main building has a minimum of 2,000 square feet on the main level. Local market factors, however, greatly influence costs of labor, equipment, and materials. If you construct a residence on the campground that is separate from the main building, we have estimated the cost in the row immediately below.

Note 5 This estimate includes the cost of labor and materials to construct gravel roads, site pads, and install electrical,

water, and sewer service for many sites. The cost of minimal landscaping and of equipment such as tables and playground accessories is also included. The low figure is for 70 sites with water, electric, and sewer service; 25 sites with water and electric service; 4 premium tent sites. The high figure adds 30 sites with water, electric, and sewer services, patio sites and higher-end landscaping and equipment. Please note that 40% of all RV site inventory is 50 amp service.

Note 6 The low figure assumes zero accommodations while the high-end estimate assumes 10 Deluxe Cabins. Labor and material costs vary by location.

Note 7 Some facilities may be required based upon their Brand Position. The low end of this range estimates costs for a storage building or garage, while the high end of the range estimates costs for a storage building or garage, a 30' x 40' recreation hall, and a 20' x 40' swimming pool, spa, fence, deck, and pool storage facility. Labor and material costs vary by location.

Note 8 This estimate covers cost to acquire a lawn mower, laundry equipment, registration counter, convenience store fixtures, refrigeration equipment, and RV-disposal station. For so long as you maintain a franchise agreement with us, we will loan you an exterior front-entrance sign with a lighting package, as well as directional signs and on-site signs. You may elect to purchase additional signs. You must maintain these signs at your cost. When they have become unusable, you must replace them at your cost.

Note 9 We have included estimated expenditures for installation of telephones and an 1-800 toll free number; gas, electricity, and other utility service deposits; permitting and business licenses; insurance premiums; and professional services (accounting, engineering, and legal). The insurance carrier you select and your incident history will influence cost.

Note 10 You are required to have a fully stocked convenience store. Costs vary with the size of your store and the inventory. We set minimum inventory requirements in our proprietary *KOA Quality Assurance & Policy Manual*.

Note 11 This is the estimated cost for your first 3 months of operations.

Note 12 This range is an estimate of your other operating expense for the first 3 months. While the estimate includes payroll expense, it does not include any salary for you. The estimate includes advertising expenses which are independent of the advertising assessment you pay to us. We have not included interest expense, depreciation, or lease payments. Diligence in following our methods and procedures; management skill, experience, and business acumen; local, regional and national economic and market conditions; and competition will influence your actual expenditures.

Note 13 A business-class computer and software for word processing, e-mail, Internet access, spreadsheet, database, and other business applications suitable for small business are required. Many KOA franchisees use *QuickBooks*® accounting software along with software we provide them for credit card transaction processing; both of these software products integrate with our KampSight/K2 KampSight software. You will be required to use and to be accessible through the Internet and to participate in our Campground Management System ("CMS"), which consists of KampSight/K2 KampSight (campground management software), eKamp (franchise intranet system), and other technology-based systems. After the first year of operation, the cost of the CMS software is included in your annual administrative fee. Costs for suitable hardware, peripherals, and software range from $1,800 to $10,000.

Note 14 Our experience provides the basis for estimates in this table; however, we do not represent that experience accurately predicts the future. Obviously, your results of operation will differ from our experience; therefore, we encourage you to review carefully these figures with a business advisor and make your own forecasts.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your campground according to our standards and provide the services and facilities required in the franchise agreement and the *KOA Quality Assurance & Policy Manual.* We require you to purchase or construct a central service building, campsites, sanitary disposal station(s), and signs that meet minimum standards and specifications. Our standards regulate, among other things, the types and models of required buildings, paint colors, fixtures, equipment, sign materials, supplies, and the inventory for your convenience store. If you buy an existing KOA campground, the facilities and signs may already be on the

campground, but they still must be in acceptable condition and meet our standards. We will notify you in our *KOA Quality Assurance & Policy Manual* or other communications of our standards and specifications.

You are required to select one of three KOA-brand position names under our brand positioning initiative. Depending on the KOA-brand position selected and for which you qualify, this would require you to meet certain facility, service and quality standards, which would be set out in the *KOA Quality Assurance & Policy Manual*.

We will give you a list of suppliers of equipment, supplies, and merchandise. If the item does not have our logo on it, you are free to use any of the suppliers we recommend to you, or any others you choose, as longas the items are of substantially the same quality and specifications as those supplied by the recommendedsources. We do not keep a list of approved suppliers of non-trademarked items, other than the ones we initially recommend to you.

You must purchase merchandise and supplies bearing our trademark from suppliers we approve. We maintain a list of these suppliers, and we closely control them to assure proper reproduction of our trademarks and high quality for products bearing our marks. Once we approve a supplier's merchandise, or other items bearing our mark, we enter into a license agreement with that supplier. We do not require you to purchase any of these items, but you may not have any product manufactured with our trademark on it. If you want to purchase these items from a supplier that we have not approved, you must notify us, and we will require the supplier to submit plans and materials for our review to assure compliance with our specifications. If we decide to enter into a license agreement with that supplier, then you may purchase trademark-bearing items from it. We do not charge any fees in connection with our approval, but the supplier may be required to pay license fees to us to reproduce our trademarks. These license fees are generally 0% to 5% of the selling price.

We require you to use KOA's Campground Management Systems ("CMS") which consists of KampSight/K2 KampSight (campground management software), eKamp (franchise intranet system), and other programs and elements. We also require you to use an approved credit card processor with our KampSight/K2 KampSight software. The cost of using our CMS is included in the administrative fee you pay to us. Credit card processor costs vary with supplier.

We have negotiated special pricing arrangements or discounts with a number of parties who can supply goods or services to you. The arrangements include special contract pricing, volume discounts, and specific discounts from regular wholesale prices, all of which we pass on to you. We do not provide any other material benefits to you through use of any approved supplier. We receive rebates from some of our approved suppliers. The rebates currently range from 0% to 5% of the amounts purchased.

With the exception of specifications pertaining to your use of our trademarks, we do not have specifications for local advertising you create to promote your business.

We do not have any purchasing or distribution cooperatives.

None of our officers owns any interest in the approved suppliers we recommend to you.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and related agreements. This table willdirect you to more information detailed in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement[1]	Disclosure Document Item

(a) Site selection and acquisition	Form W – Not Applicable Form W-1 – Not Applicable	**ITEMS 7**, **11**, and **12**
(b) Pre-opening purchase/lease	Form W – Not Applicable Form W-1 – Not Applicable	**ITEMS 5, 7,** and **8**
(c) Site development and other pre-opening requirements	Form W – Not Applicable Form W-1 – Section 3	**ITEMS 6, 7,** and **11**
(d) Initial and ongoing training	Form W – Section 3 Form W-1 – Section 3	**ITEM 11**
(e) Opening	Form W – Section 3 Form W-1 – Section 3	**ITEMS 7,** and **11**
(f) Fees	Form W – Sections 3, 10, 12, 18 Form W-1 – Sections 3, 10, 12, 18	**ITEMS 5, 6** and **7**
(g) Compliance with standards and policies/operating manuals	Form W – Section 3 Form W-1 – Section 3	**ITEMS 8** and **11**
(h) Trademarks and proprietary information	Form W – Sections 2, 3, 14 Form W-1 – Sections 2, 3,14	**ITEMS 13** and **14**
(i) Restrictions on products/services offered	Form W – Section 3 Form W-1 – Section 3	**ITEMS 8**, **11**, and **16**
(j) Warranty and customer service requirements	Form W – Section 3 Form W-1 – Section 3	**ITEM 8**
(k) Territorial development and sales quotas	Form W– Section 1 Form W-1 – Section 1	**ITEM 12**
(l) Ongoing product/service purchases	Form W – Section 2 Form W-1 – Section 2	**ITEM 8**
(m) Maintenance, appearance, and remodeling requirements	Form W – Section 3 Form W-1 – Section 3	**ITEMS 7**, **8**, and **11**
(n) Insurance	Form W – Section 3 Form W-1 – Section 3	**ITEMS 6**, **7**, and **8**
(o) Advertising	Form W – Section 3 Form W-1 – Section 3	**ITEMS 6**, **7**, **8 and 11**
(p) Indemnification	Form W – Section 3 Form W-1 – Section 3	**ITEMS 6** and **8**
(q) Owners' participation/management/staffing	Form W – Section 3 Form W-1 – Section 3	**ITEMS 11** and **15**
(r) Records and reports	Form W – Section 3 Form W-1 – Section 3	**ITEM 6**

(s) Inspections and audits	Form W – Sections 3 and 10 Form W-1 – Sections 3 and 10	**ITEMS 6**, and **11**
(t) Transfer	Form W – Sections 3, 11, and 12 Form W-1 – Sections 3, 11 and 12	**ITEM 17**
(u) Renewal	Form W – Section 7 Form W-1 – Section 7	**ITEM 17**
(v) Post-termination obligations	Form W – Section 9 Form W-1 – Section 9	**ITEM 17**
(w) Non-competition covenants	Form W – Section 13 Form W-1 – Section 13	**ITEM 17**
(x) Dispute resolution	Form W – Section 17 Form W-1 – Section 17	**ITEM 17**
(y) Campground Management Systems	Form W – Section 3 Form W-1 – Section 3	**ITEMS 7** and **11**

ITEM 10

FINANCING

We do not offer financing arrangements directly or indirectly for your campground development, improvements, or operation. We may be able to help you seek a loan from a financial institution; however, we would not have any influence or ability to determine whether the lender will provide any financing to you. We do not serve as guarantor of any financing obtained by franchisees.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your campground, we will:

(1) Provide a designated territory for your campground. (Form W – Section 1; Form W-1 – Section 1)

(2) Review the site you selected for your campground. (Form W-1 – Section 4.b)

(3) Consult with you to address any problems regarding the design and construction and operation of your campground. (Form W-1 – Section 4.a)

(4) Approve your pre-construction plans and specifications for buildings, facilities, and the campground, including landscaping, exterior design, color scheme, building structure, floor plan, decorations, and fixtures. (Form W-1 – Section 3.b)

(5) Provide you a standard KOA sign for use at the entrance to your campground and other highway signs as we specify. This does not include billboard signs. (Form W-1 – Section 4.f)

(6) Deliver to you the *KOA Quality Assurance & Policy Manual*. (Form W-1 – Section 4.b) The *KOA Quality Assurance & Policy Manual* contains mandatory and suggested specifications, standards, operating procedures, rules, and regulations. (Form W – Section 3.i; Form W-1 – Section 3.j)

(7) Provide you promotional guidance for the opening of your campground. (Form W-1 – Section 4.b)

Time to Open

We estimate that the typical length of time between the signing of the franchise agreement and the opening of your campground is:

Purchase a KOA-franchised campground –	A few days to 6 months
Convert an independent campground –	1 to 12 months
Develop and construct a campground –	12 to 48 months

Factors that affect the time between signing the franchise agreement and opening include:

- the location and condition of the site or the campground
- the construction schedule for a new campground
- the extent of required upgrading or remodeling
- the delivery schedule for equipment, fixtures, supplies, and signs
- delays in securing financing arrangements
- the time of year that you purchase the campground, relative to the operating season of the campground
- delays in completing training
- delays in your compliance with local laws and regulations

Post-opening Obligations

During your operation of the campground, we will:

(1) Train you at the first available KOA-U orientation. (Form W – Section 3.l; Form W-1 – Section 3.n)

(2) Furnish field support services to you to assist with business operations. (Form W – Section 4.a; Form W-1 – Section 4.a)

(3) Provide you our information regarding prices of equipment and supplies. (Form W – Section 4.b; Form W-1 – Section 4.c)

(4) Distribute the annual *KOA Campgrounds Directory* and maintain our www.koa.com website. (Form W – Section 4.c; Form W-1 – Section 4.d)

(5) Work with campground equipment manufacturers, suppliers, and other interested organizations to encourage camping and the use of KOA campgrounds. (Form W – Section 4.d; Form W-1 – Section 4.e)

(6) Inspect your campground premises annually to determine whether you and the campground are complying with the Franchise Agreement and standards stated in our *Quality Assurance & Policy Manual*. (Form W – Section 3.i; Form W-1 – Section 3.j)

(7) Manage and administer the Advertising Fund (Form W – Section 3.b.2; Form W-1 – Section 3.c.2)

Advertising

Advertising Cooperatives

You have the opportunity to participate in local or regional advertising cooperatives for billboards, photography, tradeshows, and/or franchise media. We allocate the funds for these cooperatives on a fair and equitable basis among all participants. We administer the cooperatives and are not required to provide financial statements for the cooperatives. We have the power to form, change or dissolve any cooperative at any time.

Advertising, Promotion, Marketing and Public Relation Program Fund

We require you to contribute 2% of the total registration receipts at your campground to the Advertising Fund (See **ITEM 6**). Not all franchisees are required to contribute to the advertising fund and some that do contribute do so at a lesser rate or have some of their business excluded. The maximum amount an individual campground contributes to the Advertising Fund in each calendar year is currently $26,690. This maximum amount is subject to an annual inflationary adjustment.

We also contribute 2% of the total registration receipts at KOA-operated campgrounds to this fund separate and apart from the amounts in the Advertising Fund. For advertising and promotion programs we spend 12½% of the 8% royalties paid to us during the preceding year.

We account for the amounts contributed to the Advertising Fund separately from our other funds. We do not pay any of our general operating expenses from the Advertising Fund; however, we do pay our overhead expenses incurred to administer the Advertising Fund from it. The Fund pays the cost of preparing and producing video, audio, and written advertising materials, outdoor signage, marketing and promotions, and public relations for international, national, and regional programs. We decide how to use the Advertising Fund; however, we make no expenditures from it that are primarily intended to help us sell franchises. We are not required to spend from the Advertising Fund for advertising and promotion in any geographic area in proportion to contributions made by campgrounds in that area. An independent certified public accounting firm audits the Advertising Fund each year, and we post an electronic copy of the audit report for your review.

Each year, the Kampground Owners Association, which is made up of our franchisees, and KOA each appoint an equal amount of members to serve as the Franchise Advisory Committee. The committee serves only in an advisory capacity. We have the right to change the committee numbers, duration of appointment, the means of appointment and format. We do not have the right to dissolve the committee. The Franchise Advisory Committee also reviews the financial report of the Advertising Funds.

During the fiscal year ended December 31, 2021, we spent a total of $5,827,121 from the Advertising Fund. Of this amount, we spent 5% on agency fees, production and research, 20% on public relations; 0% on media placement; 2% on administrative expenses; 68% on Internet advertising; and 2% on national or international programs.

National advertising agencies create and produce our advertising. We may spend more or less than the aggregate contribution to the Advertising Fund. The Advertising Fund may borrow from us to cover deficits, or it may invest any surplus for future use. All interest earned on money contributed to the Advertising Fund is used to pay expenses of the fund.

Other Advertising Information

You must conduct local advertising to promote your campground. To assist, we provide you access to our advertising materials. You may use any of our materials, or you may create your own. If you do create your

own materials, you must comply with our specifications regarding the use of our trademark.Computer Software and Proprietary Campground Management Systems

We do not require you to buy or use an electronic cash register; however, before you begin operating your campground, you must have a business-class computer; related accessories, peripherals, and equipment; and Internet access. See **ITEMS 5**, **6**, and **7** for cost estimates. You must have high-speed communications access such as broadband, DSL, or other high-speed capacity, and you must maintain a functioning e-mail address for your business. You must keep this equipment in good repair.

We require you to use KampSight/K2 KampSight, our proprietary software, for all reservations and registrations of guests with the financial and stay data associated with their stay. The cost of this software is included in the administrative fee you pay to us. See **ITEM 6**

This software allows us to create and operate a database of information, including information originating at your campground. Customer identity and address, assigned camping site category, rates, lengths-of-stay, and payment methods are examples of information in the database. Our access to and use of the database is not restricted. You may use the database of your guests to solicit repeat business from customers that camped at your campground and to efficiently register guests and assign them to campsites.

We maintain a database of guest information that is considered personal information by federal and state regulations such as the General Data Protection Regulation (GDPR) and the California Consumer Protection Act (CCPA). These regulations provide individuals with the right to have their personal information removed from a business's database of information. A guest may exercise this right by notifying us that they want their personal information removed from our database. When a guest has so notified us, we will remove the guest's personal information from our database. If the guest has stayed at your campground, we will notify you and direct you to remove the guest's personal information from your local records. It is then your responsibility to remove this guest's personal information from your local records.

We are not obligated to update or support KampSight/K2 KampSight software; however, we have done so consistently since we introduced it in 2000.

Operating Manuals

We will provide you a copy of the *KOA Quality Assurance & Policy Manual* (or any other publication) that sets out mandatory and suggested specifications, standards, and procedures. The *KOA Quality Assurance & Policy Manual* and other documents setting out standards and procedures are confidential, and they are our property. We may modify periodically the *KOA Quality Assurance & Policy Manual* and other statements of standards. We set out the table of contents of the *KOA Quality Assurance & Policy Manual* in Exhibit C.

KOA UNIVERSITY

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Guest Services	1	0	KOA Headquarters Billings, Montana
Staffing and Human Resources	2	0	KOA Headquarters Billings, Montana
Marketing and Advertising	7	0	KOA Headquarters Billings, Montana
Financial Management	2.5	0	KOA Headquarters Billings, Montana
Campground Technology	1.5	0	KOA Headquarters Billings, Montana
Merchandising/Partners	1	0	KOA Headquarters Billings, Montana
Recreation	1	0	KOA Headquarters Billings, Montana
Campground Standards	5	0	KOA Headquarters Billings, Montana
Facilities Development and Accommodations	3.5	0	KOA Headquarters Billings, Montana
KampSight/K2 KampSight Training	1.5	0-16	KOA Headquarters Billings, Montana
Partner Support Site Call	0	16-24	Campground

We offer KOA-U training at our Billings, Montana offices 4-6 times per year. You, or your general manager, must attend this training within the first year of purchasing or converting your campground. We require you to complete the training to our satisfaction.

Kama Humphrey, Director of Training & Event Services, facilitates this training. Ms. Humphrey has over eleven years of experience planning and managing events and managing training programs. She relies on various members of our administrative and operating leadership and staff to conduct the training specific to the department and function connected with the training. Instructor in-the-field and at-the-office experience with the department or function ranges from 1 to 40 years. The instructional materials and methods include manuals, checklists, videos, demonstrations, and hands-on practice. The cost of the training is included in the initial franchise fee you pay to us.

You may request on-site training and or assistance at any time, which we will provide at our option.

KOA U Online Training

Subject	Numbers of Training Videos	Hours of On-the-job Training	Location
KOA Hospitality	10	1	ekamp.com
KOA Guest Experience	14	1	ekamp.com
Campground Operations	35	2	ekamp.com
Store Merchandising	8	1	ekamp.com
Cabin Operations	15	1	ekamp.com
Campground Marketing	11	1	ekamp.com
Cabin Refurbishment	7	1	ekamp.com

We offer KOA-U online training courses that are available through eKamp. The courses are accessible to any authorized staff at no charge. Each course includes a video and an exam. Participants will earn a course completion certificate upon passing the exam. The training courses are refreshed annually.

Kama Humphrey, Director of Training & Event Services, oversees this training. Ms. Humphrey relies on various members of our administrative and operating leadership and staff to conduct the training specific to the department and function connected with the online training.

International KOA Convention

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Marketing	2 per day for 2 days	0	Convention Hotel or Campground
Technology	2 per day for 2 days	0	Convention Hotel or Campground
Finance	2 per day for 2 days	0	Convention Hotel or Campground
Guest Service	2 per day for 2 days	0	Convention Hotel or Campground
Recreation	1 per day for 1 day	0	Convention Hotel or Campground

Subject	Hours of Classroom Training	Hours of On-the-job Training	Location
Human Resources	2 per day for 2 days	0	Convention Hotel or Campground
Operations	2 per day for 2 days	0	Convention Hotel or Campground

We will hold 1 Convention every year. The location of the Convention varies. Convention attendance and participation satisfies your requirement to complete at least 1 KOA Convention training during the term of your franchise agreement.

Kama Humphrey, Director of Training & Event Services, coordinates the Convention. Ms. Humphrey has over eleven years of experience planning and managing events and managing training programs. She typically delegates instructor's responsibilities to members of our administrative and operating leadership and staff. Instructor in- the-field and at-the-office experience with the department or function ranges from 1 to 40 years. The instructional materials and methods include manuals, checklists, demonstrations, and hands-on practice.

The cost of Convention, for one person representing your campground, is included in the $1,750 administrative fee you pay to us. You pay any travel costs related to attendance at Convention. The administrative fee covers one (1) registration for one (1) person to attend Convention as long as the franchisee is in compliance with the franchise agreement.

ITEM 12

FRANCHISE TERRITORY

The franchise agreement authorizes you to operate in a geographic territory ("franchise territory") described in your franchise agreement. This is a protected territory in that we will not operate a park/campground business under the KOA marks that is physically located in the franchise territory, and we will not grant anyone else a franchise to do so. You may operate only 1 campground within your franchise territory, unless we give you permission to establish another campground within your franchise territory.

There is no standardized formula or format to determine the size, shape, and boundaries of franchise territories. They will vary depending on a number of factors, including the unique characteristics of each location and the surrounding area. If you convert a campground to a KOA campground or build a new KOA campground, your franchise territory footprint will depend on type of campground operation and market, geography, including road and highway network, and proximity to other KOA campgrounds. The minimum territory that we franchise will be an area within a 1-mile radius of the campground.

You must receive our permission to relocate your campground or to establish another campground within your franchise territory. We have no criteria regarding the relocation, and we will not withhold our consent unreasonably. If you want to establish another campground in your franchise territory, you must submit an application, pay the applicable initial franchise fee, and sign a new franchise agreement for that campground. (See **ITEMS 5** and **7**)

There is no minimum sales quota, market penetration, or other contingency to maintain the franchise territory. We will not unilaterally reduce the franchise territory during the term of the franchise agreement, but we reserve the right to revise the franchise territory at the time of a renewal or transfer.

We reserve the unrestricted right to sell products bearing the Marks we license to you in your franchise territory through other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales (together, "alternative distribution channels"). We also reserve the unrestricted right

to sell products or services in your territory using trademarks different from the ones you will use under the franchise agreement through alternative distribution channels or otherwise. We do not provide any compensation to you from any of these sales.

We do not restrict your right to market your campground outside your franchise territory, and we and KOA franchisees may market and advertise in your franchise territory.

We reserve the unrestricted right to operate or to franchise campgrounds anywhere outside the franchise territory described in your franchise agreement, even if those campgrounds compete with yours.

Within your franchise territory, we and our affiliates can use alternative channels of distribution to make sales within the franchise territory of products or services under trademarks different from the trademarks you will use under the franchise agreement; however, we and our affiliates have not yet made any sales of this type.

ITEM 13

TRADEMARKS

The following is a description of the principal marks that we may license to you:

Registration Number	Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Date
1,003,508	"KOA"	Principal	January 28, 1975
781,522	"KOA AND DESIGN"	Principal	December 8, 1964
1,747,365	"KAMPGROUNDS OF AMERICA"	Principal	January 19, 1993
3,828,666	"KOA EXPRESS"	Principal	August 3, 2010
2,949,263	"GREAT PEOPLE. GREAT CAMPING."	Principal	May 10, 2005
3,505,958	"KAMPK9"	Principal	September 23, 2008
4,022,585	"THERE'S CAMPING. AND THERE'S KOA."	Principal	September 6, 2011
5,406,318	"KOA JOURNEY LOGO"	Principal	February 20, 2018
5,406,319	"KOA HOLIDAY LOGO"	Principal	February 20, 2018
5,406,322	"KOA RESORT LOGO"	Principal	February 20, 2018

You must follow our rules when you use these marks. You may not use the marks as part of a corporate name or with modifying words, designs, or symbols. You may not use the marks in connection with the sale of any products or services, or in any manner not authorized in writing by us.

There are presently no effective determinations of the United States Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or court; or any pending interference, opposition, or cancellation proceeding involving any of the above-referenced Trademarks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Trademarks listed in this **ITEM 13** in a manner material to you. We do not know of any infringing uses or superior previous rights that can materially affect your use of the Trademarks in the state where your campground is or will be located.

No material federal or state court litigation regarding our use or ownership rights in any Trademark is pending. We have filed timely all the required affidavits.

We have the right to control any administrative proceedings or litigation involving a trademark we license to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the trademarks, you must promptly notify us, and we will take the action we consider necessary to defend you. We will indemnify you for any action against you by a third party, where the action is based solely on alleged infringement, unfair competition, or similar claims regarding the trademarks; however, we will have no obligation to defend or indemnify you if the claim against you relates to your use of the trademarks in violation of the franchise agreement.

If you learn that any third party is using the trademarks, or any variant of them, without authority, you must promptly notify us. We will determine whether to take action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We hold a patent for our proprietary campground software, KampSight. The patent term expires on October 22, 2027. The Patent Number is US 7,818,190 B1, and it is a software patent. It issued on October 19, 2010.

We have registered 5 copyrights with the United States Copyright Office regarding works of art depicting the KOA-spirit of camping. The list below describes the registered copyrights.

Title of Work	Certificate Number	Registration Date
Kabin Scene (Painting)	VAu684-795	September 26, 2005
RV Scene (Painting)	VAu684-796	September 26, 2005
A-Frame Scene (Painting)	VAu684-797	September 26, 2005
Tent Scene	VAu684-798	September 26, 2005
Room with a View	VAu1-037-404	August 17, 2010

These copyrights will not expire until 95 years following the registration date.

We possess copyrights affecting certain forms, advertisements, promotional materials, and construction plans for items such as playground equipment. We also possess copyrights and other proprietary rights affecting confidential manuals we distribute to you.

There are no current agreements that significantly limit your right to use any of our copyrights. In addition, there are no current determinations of the United States Patent and Trademark Office, the U.S. Copyright Office (Library of Congress), or any court pertaining to our patent application or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them in any state.

You share with us obligations to protect our copyrights and patents; these obligations are the same as for Trademarks described in **ITEM 13** of this disclosure document. You may not use our confidential information in any unauthorized manner, and you must take reasonable steps to prevent its disclosure to others.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not obligated to participate personally in the direct operation of your campground; although, we recommend that you do so. If you do not participate in the day-to-day operations of your campground, the campground must be under the direct on-premises supervision of a manager. The manager is not obligated to own equity in the franchise business. He or she must successfully complete our training program. We do not impose any restrictions that you must place on your manager; however, you must disclose your manager's identity to us.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer certain minimum services to your camping guests. You must provide clean and quiet premises, safe drinking water, washbasins, hot showers, flush toilets only, picnic tables, adequate lighting systems and water supply, a sanitary disposal station, weed and insect control, a KOA System map, information on local activities and attractions and a children's playground. You must also provide a convenience store that stocks all items listed in the *KOA Quality Assurance & Policy Manual.* You must also provide a coin laundry. You may offer other goods and services at your campground, if they do not damage or injure the goodwill of the KOA System.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP[1]		
Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	Section 6	5 years.
b. Renewal or extension of the term	Section 7	You can sign a renewal agreement for 5 years.
c. Franchisee renewal requirements	Section 7	You must be in full compliance, have satisfied all monetary obligations, and have completed your training. We offer you the then-current form of our franchise agreement, which may contain materially different terms and

[1] We have two forms of the Franchise Agreement. We use Form W when you convert a non-KOA campground to a KOA campground, or buy an existing KOA campground. We use Form W-1 when you construct a new campground. The Section numbers are the same, unless otherwise stated in the table.

THE FRANCHISE RELATIONSHIP[1]		
Provision	**Section in Franchise Agreement**	**Summary**
		conditions than stated in your initial agreement.
d. Termination by franchisee	Section 8	You may terminate the franchise agreement if you and we agree in writing; in most cases, you will owe us liquidated damages measured by royalty, advertising assessments, and annual administrative fees you would have paid us.
e. Termination by franchisor without cause	Not Applicable	---
f. Termination for cause by franchisor	Section 8	Examples of default include: ▪ Violations of any term, provision, covenant or condition stated in the franchise agreement, including failure to pay royalty, advertising assessments, annual administrative fee, or any other charges. ▪ Failure to comply with the procedures, policies, rules, or performance and quality standards we determine. ▪ If you take or suffer any action that materially impairs the good will associated with the KOA System or the Marks. ▪ If you abandon the franchise location.
g. "Cause" defined – curable defaults	Section 8	▪ You have 30 days after receiving our notice of default to cure the default and preserve the franchise relationship. ▪ You have twenty-four (24) hours after receiving our notice to remedy any action you have taken or suffered that materially impairs the good will associated with the KOA System or the Marks. ▪ You have seven (7) days after receiving our notice of default to cure your abandonment of the franchise location.
h. "Cause" defined – non-curable defaults	Not Applicable	---
i. Franchisee obligations on termination	Section 9	▪ Pay all you owe to our affiliates, third parties, and us. ▪ Stop using our trademarks, confidential information, and manuals. ▪ Deliver to us all confidential information, manuals, and items with trademarks. ▪ Stop using the telephone numbers we assign to you. ▪ Disassociate the campground from the KOA brand and system. ▪ Remove or delete all online listings referring to the KOA Brand or including KOA reviews.
j. Assignment of contract by franchisor	Not Applicable	Our right to assign the contract is not restricted.

THE FRANCHISE RELATIONSHIP[1]		
Provision	**Section in Franchise Agreement**	**Summary**
k. "Transfer" by franchisee – definition	Section 12	Any transfer, including the sale or lease of the campground or the sale of the entity, or 50% or more ofthe entity, that owns the campground, is a transfer restricted by the franchise agreement. You must first obtain our written consent.
l. Franchisor's approval of transfer by franchisee	Section 12	We have the right to approve all transfers
m. Conditions for franchisor approval of transfer	Section 12	You must be fully compliant with the franchise agreement, and sign a release, and the proposed assignee must meet our standards, sign a new franchise agreement on our then current form, attend KOA-U, and pay to us a $10,000 franchise fee.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 11	We can match any offer for your campground, or for the purchase of your entity's ownership interests, as applicable.
o. Franchisor's option to purchase franchisee's business	Not Applicable	---
p. Death or disability of franchisee	Section 12	▪ With our written consent, the personal representative of the estate may transfer the franchise agreement to a person who will conform to our training requirements and assume the franchisee's obligations. Unless we agree otherwise, the transferee must pay the franchise fee when the transfer is accomplished. ▪ If the transferee is a family member, we will not charge the franchise fee; however, the transferee will be required to enter a new franchise agreement on the then-current form and pay the cost of training at KOA-U.
q. Non-competition covenants during the term of the franchise	Section 3.n of Form W and 3.o of Form W-1	You may not engage, directly or indirectly, in a competing business without our written consent.
r. Non-competition covenants after the term of the franchise expires or is terminated	Not Applicable	---
s. Modification of the agreement	Section 26 Section 3.i of Form W and 3.j of Form W-1	Neither you nor we may modify the franchise agreement, unless you and we agree to do so in writing. We, however, may change KOA's manuals without your agreement.

t. Integration/merger clause	Section 26	The franchise agreement contains the full and entire agreement between you and us. Only the terms of the franchise agreement and this franchise disclosure document are binding, any outside agreements may not be enforceable. Nothing in this agreement is meant to disclaim any representations made in the franchise disclosure document or its attachments or addenda.
u. Dispute resolution	Not Applicable	---
v. Choice of forum	Section 17	Litigation must be in Montana (subject to state law).
w. Choice of law	Section 17	Montana law applies (subject to state law)

The provision of the franchise agreement that provides for termination in the event of your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq.*)

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits franchisors to provide information about the actual or potential financial performance of its franchised and franchisor-operated outlets, if there is a reasonable basis for the information, and if the information is included in the franchise disclosure document. Financial performance information that differs from that included in **ITEM 19** may be given only if: (1) we provide the actual records of an existing campground you are considering buying; or (2) we supplement the information provided in this **ITEM 19**; for example, by providing information about potential performance at a particular location, or under particular circumstances.

2020 Results by Brand Type and Camper Nights

The financial data presented below provides historic information for 202 of our franchised campgrounds in the United States that provided their financial information to us for 2020 in a usable format and prior to the cut-off date for the Franchise Disclosure Document calculations. The information is separated based on "brand type" and "camper nights".

We use four "brand type" categories. They are:

Type	Definition
KOA Journey campgrounds	Located near the highways and byways of North America with long pull-thru RV sites, they deliver convenience to the traveling camper. KOA Journeys feature: pull-through sites with 50 amp service, premium tent sites, and well-lit after hour check-in service.
KOA Holiday campgrounds	An ideal place to relax and play. There's plenty to do with amenities and services to make campers' stays memorable. KOA Holidays feature: patio RV sites, deluxe cabins with full bathrooms, premium tent sites, and group meeting facilities.

KOA Resort campgrounds	A carefree vacation in the great outdoors. Campers enjoy robust recreation and staff-led activities in addition to camping conveniences such as food service. KOA Resorts feature: patio RV sites, deluxe cabins with full bathrooms and linens, premium tent sites, resort pool, and indoor/outdoor group facilities.
Non-Branded KOA campgrounds	Reporting campgrounds that had not, through December 31, 2020, met the requirements to become a Journey, Holiday, or Resort branded park.

A camper night is 1 camping site occupied by 1 "unit" for 1 night. A recreational vehicle, a tent, a cabin structure, or a unique accommodation on a camping site would be one "unit." This data is gathered through "camper night reporting" which is a process governed by the following rule.

Camper Night Reporting	The total camper nights for each day = the sum of the numbers of rented but unoccupied campground and lodging sites + the sum of the numbers of rented and occupied campground and lodging sites. Example: A seasonal camping customer pays to park a recreational vehicle on a camping site from May 1 to September 15. This customer uses the camping site on weekends, holidays, and during the customer's vacation. The information reported would count one camper night each day for the period May 1 through September 15 – even though the customer is not present each day of that period.
Camper Night Categories	
Daily/Weekly	Short-term camper nights (28-day stays or less) are reported in this category.
Monthly	Long-term camper nights (29-day stays or more) are reported in this category. Examples – ▪ A recreational vehicle, camping trailer, or tent is parked on a camping site and the occupant pays rental charges for one or more months. The camper nights for this transaction are monthly camper nights. ▪ A camping guest rents a camping site that features a Park Model or other lodging structure for one or more months. The camper nights for this transaction are monthly camper nights.
Seasonal	Seasonal camper nights result from advance-rental of a camping site for a season (fall, winter, spring, summer) and parking the customer's camping trailer, recreational vehicle, or tent at the camping site for the full rental period, even though the camping customer may not occupy the trailer, recreational vehicle, or tent each night and day of the rental period.
1-room Camping Cabin units	Nights of occupancy for 1-room cabin units are reported in this category.
2-room Camping Cabin units	Nights of occupancy for 2-room cabin units are reported in this category.
Deluxe Cabin units	Nights of occupancy for units with a bathroom are reported in this category.
Other	Short-term (less than 30 days) rentals not listed above are reported as "other" camper nights. Examples are: recreational vehicle rental, Park Model rental, glamping tent rental, unique accommodations rental, and motel unit rentals.

Factors other than brand type and camper night volume affect campground revenue, expense, and operating profit. Examples of these factors are:

1. Length of season. Is the campground open all year or only during certain months of a season?
2. Geographic location. Is the campground near a major city, attraction, or interstate? Is the campground located in a rural area? This factor affects the length of seasonal stays too.
3. Staff experience and hospitality. Is the staff experienced with managing a business or operating as part of a franchise system? Is the staff experienced with managing a hospitality business or an outdoor recreation business? What is the quality of service and hospitality offered to campers?
4. Cleanliness and condition of the campground.

As of December 31, 2020, there were 452KOA-franchised campgrounds in the United States. The financial information set out below shows results for 202 of them. We did not use information from the remaining 250 campgrounds, because they either did not report to us in time, the reported information was not complete, or they were ineligible to report because of not owning the campground for the full year. We also did not audit or otherwise verify the information provided to us by our franchisees. Revenue, expense, and profit information is stated on a per camper night (PCN) basis.

The campgrounds not reporting included 14 franchised campgrounds that closed during 2020 (or early 2021) and 91 franchised campgrounds that were either new to the system, or were resales with new owners in 2020 (or 2021 prior to previous owners submitting the 2020 reporting). There were 145 franchised campgrounds whose information was not sufficiently completed to be able to include in the statistics. We did not have any franchised campgrounds that closed during 2020 after being part of the KOA system for less than 12 months.

Some campgrounds have earned these amounts. Your individual results may differ. There is no assurance that your average revenues or expenses per camper night will be as much.

Characteristics of the campgrounds included in the following information may differ substantially from characteristics of your campground and financial performance may be affected materially by your prior experience; competition in your area; length of time that the included campgrounds have operated, as compared to your campground; the level of service you provide at your campground, the cleanliness and condition of your campground, and the specific amenities, services and goods offered at your campground, as compared to the included campgrounds. Written substantiation for the following information is available to you upon reasonable request.

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **KOA Journey Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Registrations	56.22	41.96	30.16
Store Sales	7.46	3.96	1.44
Store Costs	(9.10)	(2.75)	(1.29)
Other Income	5.73	5.74	3.89
Gross Profit	**$60.31**	**$48.91**	**$34.20**
Operating Expenses			

Salaries and Benefits	2.05	11.78	6.34
Utilities	6.23	5.85	4.81
Operating Supplies	3.44	1.83	1.08
Royalties	5.62	4.20	3.02
Property Tax	1.16	1.17	1.26
Repairs and Maintenance	5.04	3.80	2.55
Advertising	2.36	0.47	0.25
Auto Expense	2.21	0.54	0.32
Insurance	2.92	2.15	0.74
Misc. Expense	5.20	3.83	2.38
Total Operating Expense	36.24	35.61	22.75
Operating Profit	**$24.07**	**$13.30**	**$11.45**
Number of reporting franchised campgrounds with data included – by range	6	27	41
Number of reporting franchised campgrounds that attained or surpassed the average Operating Profit	5	21	37
Percentage of reporting franchised campgrounds that attained or surpassed the average Operating Profit	83%	78%	94%

Note 1 37% of the 202 campgrounds reporting data used to prepare the information in this table are KOA Journey campgrounds.

Note 2 We calculated averages by dividing the revenue, cost, and expense totals by the number of campgrounds that reported information. We calculated average camper nights by dividing the total camper nights by the number of reporting campgrounds. We calculated each result stated in the rows above by dividing the applicable number by the camper night average.

Note 3 Wages and benefits include labor and benefit costs for hired employees and campground owners. Of the 74 reporting franchised campgrounds, approximately 88% reported employee wage expense and nothing for owner salaries; 7% of them reported expenses for both employees and owners, and approximately 5% did not reportany expenses on the specified wage expense lines of the financial statements.

Note 4 Interest expense, depreciation, lease payments, and debt service, if any, are not included in operating expenses; therefore, they are not deducted from operating profits.

Note 5 Property taxes include all taxes but payroll and income taxes.

Note 6 Miscellaneous expense includes items like credit card processing fees, bank charges, travel expenses, training expenses, and professional fees.

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **KOA Journey Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Registrations	48.46	41.87	35.54
Store Sales	3.13	2.99	1.10
Store Costs	(5.24)	(1.72)	(1.12)
Other Income	1.32	3.40	2.86
Gross Profit	**$47.67**	**$46.54**	**$38.38**
Operating Expenses			
Salaries and Benefits	0.50	11.48	7.81
Utilities	5.02	6.02	5.21
Operating Supplies	0.35	1.58	0.96
Royalties	4.85	4.19	3.55
Property Tax	0.00	0.91	1.12
Repairs and Maintenance	0.21	3.20	2.52
Advertising	1.57	0.25	0.15
Auto Expense	0.90	0.51	0.26
Insurance	1.45	1.36	0.73
Misc. Expense	2.12	3.47	2.29
Total Operating Expense	16.97	32.96	24.60
Operating Profit	**$30.70**	**$13.58**	**$13.78**

Note 1 The median represents the 3rd highest reported number in each category for the 6 campgrounds in the 1,000 to 5,000 camper night category, the midpoint between the 13th and 14th highest reported number in each category for the 27 campgrounds in the 5,001 to 10,000 camper night category, and the midpoint between the 20th and 21st highest reported number for each category for the 41 campgrounds in the 10,001 and up category. Because the median number would not have been from the same campground in each category, the median gross profit, operating expenses and operating profit will not be a mathematical computation of the other numbers, but rather, simply the median gross profit, operation expense and operating profit of the campgrounds in that column.

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **KOA Holiday Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Registrations	N/A	63.73	47.28
Store Sales	N/A	8.46	4.60
Store Costs	N/A	(4.95)	(3.05)
Other Income	N/A	9.78	3.91
Gross Profit	**N/A**	**$77.02**	**$52.74**
Operating Expenses			
Salaries and Benefits	N/A	18.47	12.96
Utilities	N/A	6.90	5.85
Operating Supplies	N/A	3.67	1.96
Royalties	N/A	6.37	4.73
Property Tax	N/A	3.59	1.69
Repairs and Maintenance	N/A	4.14	3.76
Advertising	N/A	0.84	0.59
Auto Expense	N/A	0.83	0.43
Insurance	N/A	2.12	1.22
Misc. Expense	N/A	7.83	6.11
Total Operating Expense	N/A	54.76	39.30
Operating Profit	**N/A**	**$22.26**	**$13.44**
Number of reporting franchised campgrounds with data included – by range	N/A	23	80
Number of reporting franchised campgrounds that attained or surpassed the average Operating Profit	N/A	19	63
Percentage of reporting franchised campgrounds that attained or surpassed the average Operating Profit	N/A	83%	79%

Note 1 51% of the 202 campgrounds reporting data used to prepare the information in this table are KOA Holiday campgrounds.

Note 2 Averages were calculated by dividing the revenue, cost, and expense totals by the number of campgrounds that reported information. Average camper nights were calculated by dividing the total camper nights by the number of campgrounds that reported. Each result stated in the rows above is calculated by dividing the applicable number by the camper night average.

Note 3 Wages and benefits include labor and benefit costs for hired employees and campground owners. Of the 1073 reporting franchised campgrounds, approximately 1% reported wages; approximately 85% reported employee wage expense and nothing for owner salaries; 14% reported both employee and owner wages.

Note 4 Interest expense, depreciation, lease payments, and debt service, if any, are not included in operating expenses; therefore, they are not deducted from operating profits.

Note 5 Property taxes include all taxes but payroll and income taxes.

Note 6 Miscellaneous expense includes items like credit card processing fees, bank charges, travel expenses, training expenses, and professional fees.

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **KOA Holiday Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Registrations	N/A	63.86	50.65
Store Sales	N/A	6.52	4.61
Store Costs	N/A	(4.13)	(3.15)
Other Income	N/A	6.82	4.63
Gross Profit	**N/A**	**$73.07**	**$56.74**
Operating Expenses			
Salaries and Benefits	N/A	18.11	13.53
Utilities	N/A	6.98	6.33
Operating Supplies	N/A	2.78	1.82
Royalties	N/A	6.39	5.06
Property Tax	N/A	1.81	1.36
Repairs and Maintenance	N/A	3.89	3.54
Advertising	N/A	.41	.56

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **KOA Holiday Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Auto Expense	N/A	.47	.39
Insurance	N/A	1.90	1.18
Misc. Expense	N/A	6.07	5.13
Total Operating Expense	N/A	48.79	38.90
Operating Profit	**N/A**	**$24.28**	**$17.84**

Note 1 No campgrounds reported in the CN range of 1,000 to 5,000 camper night range. The median represents the midpoint between the 11th and 12th highest reported number in each category for the 23 campgrounds in the 5,001 to 10,000 camper night category, and the midpoint is the 40th highest reported number in each category for the 80 campgrounds in the 10,001 and up category. Because the median number would not have been from the same campground in each category, the median gross profit, operating expenses and operating profit will not be a mathematical computation of the other numbers, but rather, simply the median gross profit, operating expense and operating profit of the campgrounds in thatcolumn.

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **KOA Resort Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Registrations	N/A	N/A	89.43
Store Sales	N/A	N/A	13.32
Store Costs	N/A	N/A	(9.50)
Other Income	N/A	N/A	16.11
Gross Profit	**N/A**	**N/A**	**$109.36**
Operating Expenses			
Salaries and Benefits	N/A	N/A	27.24
Utilities	N/A	N/A	9.63
Operating Supplies	N/A	N/A	3.59
Royalties	N/A	N/A	8.94
Property Tax	N/A	N/A	2.21

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **KOA Resort Campgrounds**			
Camper Night Range	1,000 to 5,000	5,001 to 10,000	10,001 and up
Repairs and Maintenance	N/A	N/A	6.88
Advertising	N/A	N/A	2.10
Auto Expense	N/A	N/A	0.74
Insurance	N/A	N/A	1.64
Misc. Expense	N/A	N/A	12.96
Total Operating Expense	N/A	N/A	75.93
Operating Profit	**N/A**	**N/A**	**$33.43**
Number of reporting franchised campgrounds with data included – by range	N/A	N/A	8
Number of reporting franchised campgrounds that attained or surpassed the average Operating Profit	N/A	N/A	4
Percentage of reporting franchised campgrounds that attained or surpassed the average Operating Profit	N/A	N/A	50%

Note 1 4% of the 182 campgrounds reporting data used to prepare the information in this table are KOA Resort campgrounds. All of these campgrounds had 10,001 or more camper nights in 2020.

Note 2 Averages were calculated by dividing the revenue, cost, and expense totals by the number of campgrounds that reported information the information. Average camper nights were calculated by dividing the total camper nights by the number of campgrounds that reported. Each result stated in the rows above is calculated by dividing the applicable number by the camper night average.

Note 3 Wages and benefits include labor and benefit costs for hired employees and campground owners. Of the 8 reporting franchised campgrounds, all reported employee wage expense and nothing for owner salaries.

Note 4 Interest expense, depreciation, lease payments, and debt service, if any, are not included in operating expenses; therefore, they are not deducted from operating profits.

Note 5 Property taxes include all taxes but payroll and income taxes.

Note 6 Miscellaneous expense includes items like credit card processing fees, bank charges, travel expenses, training expenses, and professional fees.

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **KOA Resort Campgrounds**			
Camper Night Range	1,000 – 5,000	5,001 – 10,000	10,001 and up
Registrations	N/A	N/A	71.16
Store Sales	N/A	N/A	9.05
Store Costs	N/A	N/A	(7.17)
Other Income	N/A	N/A	5.58
Gross Profit	**N/A**	**N/A**	**$78.62**
Operating Expenses			
Salaries and Benefits	N/A	N/A	18.93
Utilities	N/A	N/A	7.41
Operating Supplies	N/A	N/A	3.11
Royalties	N/A	N/A	7.12
Property Tax	N/A	N/A	0.82
Repairs and Maintenance	N/A	N/A	2.26
Advertising	N/A	N/A	1.06
Auto Expense	N/A	N/A	0.46
Insurance	N/A	N/A	1.20
Misc. Expense	N/A	N/A	9.13
Total Operating Expense	N/A	N/A	51.49
Operating Profit	**N/A**	**N/A**	**$27.13**

Note 1 The median represents the 4th highest reported number in each category for the 8 campgrounds shown in the chart. Because the median number would not have been from the same campground in each category, the median gross profit, operating expenses and operating profit will not be a mathematical computation of the other numbers, but rather, simply the median gross profit, operating expense and operating profit of the campgrounds in that column.

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **Non-branded KOA Campgrounds**			
Camper Night Range	1,000 – 5,000	5,001 – 10,000	10,001 and up
Registrations	68.12	52.23	66.12
Store Sales	11.31	8.27	7.64
Store Costs	(8.24)	(9.02)	(8.20)
Other Income	0.10	4.70	7.25
Gross Profit	**$71.29**	**$56.18**	**$72.81**
Operating Expenses			
Salaries and Benefits	21.72	17.67	19.70
Utilities	10.95	7.01	7.55
Operating Supplies	3.47	1.61	3.39
Royalties	6.81	5.22	6.61
Property Tax	12.02	1.82	2.11
Repairs and Maintenance	3.32	3.54	3.59
Advertising	0.19	0.56	0.44
Auto Expense	3.69	1.21	0.57
Insurance	8.10	2.40	1.46
Misc. Expense	9.10	5.22	10.41
Total Operating Expense	79.39	46.26	55.83
Operating Profit	**($8.10)**	**$9.92**	**$16.98**
Number of reporting franchised campgrounds with data included – by range	2	8	7
Number of reporting franchised campgrounds that attained or surpassed the average Operating Profit	1	5	5

KAMPGROUNDS OF AMERICA, INC. 2020 – AVERAGE DOLLARS PER CAMPER NIGHT **Non-branded KOA Campgrounds**			
Percentage of reporting franchised campgrounds that attained or surpassed the average Operating Profit	50%	63%	71%

Note 1 9% of the 182 campgrounds reporting data used to prepare the information in this table are non-branded KOA campgrounds.

Note 2 We calculated averages by dividing the revenue, cost, and expense totals by the number of campgrounds that reported information. We calculated average camper nights by dividing the total camper nights by the number of reporting campgrounds. We calculated each result stated in the rows above by dividing the applicable number by the camper night average.

Note 3 Wages and benefits include labor and benefit costs for hired employees and campground owners. Of the 17 reporting franchised campgrounds, approximately 88% reported employee wage expense and nothing for owner salaries and12% of them reported both employee and owner wages.

Note 4 Interest expense, depreciation, lease payments, and debt service, if any, are not included in operating expenses; therefore, they are not deducted from operating profits.

Note 5 Property taxes include all taxes but payroll and income taxes.

Note 6 Miscellaneous expense includes items like credit card processing fees, bank charges, travel expenses, training expenses, and professional fees.

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **Non-branded KOA Campgrounds**			
Camper Night Range	1,000 – 5,000	5,001 – 10,000	10,001 and up
Registrations	N/A	52.05	57.96
Store Sales	N/A	3.47	1.95
Store Costs	N/A	(4.19)	(2.17)
Other Income	N/A	1.79	1.80
Gross Profit	**N/A**	**$53.12**	**$59.75**
Operating Expenses			
Salaries and Benefits	N/A	7.68	8.99
Utilities	N/A	6.51	8.07
Operating Supplies	N/A	0.95	1.84

KAMPGROUNDS OF AMERICA, INC. 2020 – MEDIAN DOLLARS PER CAMPER NIGHT **Non-branded KOA Campgrounds**			
Royalties	N/A	5.21	5.80
Property Tax	N/A	1.13	1.81
Repairs and Maintenance	N/A	2.18	2.10
Advertising	N/A	0.31	0.32
Auto Expense	N/A	0.62	0.38
Insurance	N/A	1.83	1.10
Misc. Expense	N/A	2.98	5.67
Total Operating Expense	N/A	29.40	36.08
Operating Profit	**N/A**	**$23.72**	**$23.46**

Note 1 There were only 2 reporting campgrounds in the 1,000 to 5,000 camper night category and only one of those reported revenue, therefore there is no median representation. The midpoint is the 4thhighest reported number in each category for the 8 campgrounds in the 5,001 to 10,000 camper night category. The midpoint is between the 3rd and 4th highest reported number in each category for the 7 campgrounds in the 10,001 and up category. Because the median number would not have been from the same campground in each category, the median gross profit, operating expenses and operating profit will not be a mathematical computation of the other numbers, butrather, simply the median gross profit, operating expense and operating profit of the campgrounds in that column.

Results for Conversion Campgrounds

The table below provides information on campgrounds converted to the KOA system since May 2011, provided they reported royalties to KOA for the entire period shown in the table, and were still operating as a franchise campground as of December 2021. This table shows the reported registration revenue history during the portion of 2017 – 2021 in which each campground operated as a KOA campground. Partial years are shown but are not considered in the comparison. Many factors, both internal and external, influence business from year to year and the comparison results may or may not relate directly to the KOA brand benefits.

During this period (January 1, 2017 – December 31, 2021), **9** converted franchised campgrounds left the KOA system and therefore were not included in this table. Of those, **2** operated as KOA campgrounds for less than 12 months.

Some campgrounds have earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

This revenue history does not reflect the operating expenses, royalties or other costs or expenses that must be deducted from revenues to obtain net income or operating profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your campground. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

GROSS REGISTRATION REVENUE HISTORY FOR CONVERSION CAMPGROUNDS													
		KOA Open	1st Royalty	2017	%	2018	%	2019	%	2020	%	2021	%
1	CV	5/1/2011	5/7/2011	436,071	-10%	485,139	11%	435,496	-10%	328,001	-25%	526,124	60%
2	CV	5/1/2011	5/7/2011	597,265	3%	617,727	3%	688,591	11%	740,076	7%	835,436	13%
3	CV	8/28/2011	9/3/2011	159,979	31%	204,930	28%	248,264	21%	318,383	28%	373,611	17%
4	CV	7/17/2011	7/2/2011	444,420	-1%	463,976	4%	456,945	-2%	523,481	15%	517,449	-1%
5	CV	5/11/2011	5/21/2011	276,852	0%	275,488	0%	263,686	-4%	335,765	27%	413,590	23%
6	CV	7/24/2011	7/30/2011	655,301	93%	710,136	8%	706,055	-1%	803,395	14%	879,480	9%
7	CV	8/7/2011	8/13/2011	473,501	4%	552,595	17%	609,790	10%	630,714	3%	773,025	23%
8	CV	8/28/2011	9/3/2011	115,010	2%	128,388	12%	134,786	5%	250,348	86%	287,695	15%
9	CV	6/17/2012	6/23/2012	447,517	-20%	460,602	3%	562,325	22%	701,215	25%	789,667	13%
10	CV	6/10/2012	6/16/2012	220,479	20%	231,488	5%	271,569	17%	327,381	21%	425,609	30%
11	CV	1/29/2012	2/4/2012	291,860	-1%	311,704	7%	334,489	7%	332,635	-1%	389,938	17%
12	CV	8/5/2012	8/11/2012	521,231	15%	555,284	7%	492,008	-11%	477,659	-3%	602,813	26%
13	CV	3/18/2012	3/31/2012	586,177	15%	626,084	7%	715,406	14%	723,158	1%	1,077,695	49%
14	CV	3/11/2012	3/17/2012	309,598	14%	310,407	0%	317,325	2%	345,130	9%	358,879	4%
15	CV	7/15/2012	7/21/2012	424,862	9%	432,079	2%	493,362	14%	621,274	26%	730,553	18%
16	CV	9/9/2012	9/15/2012	293,231	7%	311,863	6%	335,933	8%	359,041	7%	383,862	7%
17	CV	6/10/2012	6/16/2012	358,030	8%	377,949	6%	393,954	4%	477,651	21%	638,949	34%
18	CV	5/19/2013	5/25/2013	241,769	1%	262,345	9%	272,611	4%	334,337	23%	400,684	20%
19	CV	9/1/2013	9/7/2013	425,217	5%	425,859	0%	420,507	-1%	414,478	-1%	493,224	19%
20	CV	2/10/2013	2/16/2013	292,044	7%	297,016	2%	362,934	22%	412,304	14%	507,859	23%
21	CV	2/24/2013	3/2/2013	648,171	10%	656,448	1%	673,174	3%	565,098	-16%	782,593	38%
22	CV	2/24/2013	3/2/2013	428,554	16%	468,172	9%	541,278	16%	543,022	0%	685,425	26%
23	CV	5/26/2013	4/27/2013	131,924	9%	131,952	0%	158,767	20%	175,397	10%	278,213	59%
24	CV	3/17/2013	3/23/2013	127,687	12%	138,408	8%	182,342	32%	212,398	16%	200,979	-5%
25	CV	11/4/2013	11/16/2013	778,177	8%	790,778	2%	783,589	-1%	806,769	3%	992,028	23%
26	CV	3/3/2013	3/19/2013	847,541	32%	875,310	3%	775,299	-11%	675,426	-13%	1,453,452	115%
27	CV	9/8/2013	4/19/2014	691,490	4%	692,932	0%	719,021	4%	695,337	-3%	998,560	44%
28	CV	2/28/2014	3/1/2014	130,991	26%	148,776	14%	135,360	-9%	404,607	199%	489,101	21%
29	CV	9/15/2013	1/4/2014	1,060,687	23%	1,071,484	1%	1,139,061	6%	974,364	-14%	1,691,748	74%
30	CV	1/1/2014	1/11/2014	258,366	11%	316,577	23%	337,438	7%	323,808	-4%	452,513	40%
31	CV	11/15/2013	5/17/2014	967,282	10%	1,043,897	8%	1,135,452	9%	1,170,631	3%	1,371,529	17%
32	CV	10/6/2013	10/12/2013	90,817	37%	117,279	29%	158,859	35%	244,726	54%	297,920	22%
33	CV	5/11/2014	5/17/2014	153,461	-8%	179,293	17%	213,610	19%	195,119	-9%	241,375	24%
34	CV	4/21/2014	4/26/2014	751,990	11%	831,195	11%	880,434	6%	1,091,004	24%	1,309,442	20%
35	CV	3/14/2014	3/15/2014	882,956	16%	856,426	-3%	796,085	-7%	958,611	20%	1,099,779	15%
36	CV	5/11/2014	5/17/2014	867,552	8%	753,031	-13%	905,588	20%	713,737	-21%	998,634	40%
37	CV	1/1/2014	1/11/2014	261,380	6%	272,732	4%	277,816	2%	291,592	5%	370,655	27%
38	CV	8/24/2014	8/30/2014	485,150	33%	535,005	10%	435,813	-19%	456,740	5%	601,267	32%
39	CV	5/18/2014	5/24/2014	817,057	38%	813,356	0%	814,942	0%	610,159	-25%	723,897	19%
40	CV	6/15/2014	6/21/2014	315,163	47%	367,503	17%	467,002	27%	591,967	27%	571,611	-3%
41	CV	5/18/2014	5/24/2014	454,246	8%	595,389	31%	715,162	20%	778,462	9%	945,439	21%
42	CV	5/18/2014	5/24/2014	139,675	21%	161,856	16%	193,831	20%	239,133	23%	261,964	10%
43	CV	6/1/2014	6/7/2014	588,136	7%	608,916	4%	665,602	9%	760,278	14%	961,180	26%
44	CV	6/29/2014	7/5/2014	737,515	8%	754,440	2%	803,126	6%	846,351	5%	952,009	12%
45	CV	1/4/2015	1/10/2015	265,192	7%	272,997	3%	290,606	6%	315,952	9%	418,279	32%
46	CV	11/2/2014	11/22/2014	841,882	18%	989,799	18%	1,025,938	4%	1,107,189	8%	1,106,117	0%
47	CV	5/15/2015	5/23/2015	197,168	-22%	253,411	29%	351,921	39%	451,595	28%	496,959	10%
48	CV	6/13/2015	6/20/2015	90,231	10%	92,710	3%	107,718	16%	96,044	-11%	157,765	64%
49	CV	11/14/2015	11/21/2015	358,794	26%	366,823	2%	367,301	0%	323,157	-12%	398,038	23%
50	CV	5/31/2015	6/6/2015	178,523	78%	221,204	24%	256,766	16%	472,664	84%	583,342	23%
51	CV	10/15/2015	10/17/2015	374,447	8%	462,388	23%	493,879	7%	538,810	9%	762,820	42%
52	CV	12/21/2015	4/2/2016	204,481	17%	225,669	10%	242,071	7%	247,085	2%	359,493	45%
53	CV	8/18/2015	8/29/2015	435,845	15%	461,508	6%	603,479	31%	731,280	21%	1,084,202	48%

GROSS REGISTRATION REVENUE HISTORY FOR CONVERSION CAMPGROUNDS													
		KOA Open	1st Royalty	2017	%	2018	%	2019	%	2020	%	2021	%
54	CV	5/3/2016	5/7/2016	493,591	35%	580,877	18%	542,726	-7%	510,517	-6%	734,782	44%
55	CV	2/27/2016	4/30/2016	316,513	8%	363,865	15%	351,227	-3%	223,717	-36%	497,018	122%
56	CV	7/26/2016	8/6/2016	209,791		230,248	10%	265,044	15%	286,479	8%	337,188	18%
57	CV	7/8/2016	7/16/2016	89,490		101,680	14%	97,550	-4%	202,132	107%	223,817	11%
58	CV	7/12/2016	7/23/2016	332,353		402,755	21%	418,912	4%	808,965	93%	727,754	-10%
59	CV	6/11/2016	6/18/2016	480,398		564,307	17%	685,594	21%	1,016,349	48%	1,389,349	37%
60	CV	7/29/2016	8/6/2016	585,370		608,280	4%	488,820	-20%	504,766	3%	411,575	-18%
61	CV	8/11/2016	8/20/2016	186,641		162,395	-13%	184,091	13%	270,954	47%	317,078	17%
62	CV	4/3/2017	4/15/2017	665,164		859,677	29%	906,588	5%	932,929	3%	1,136,319	22%
63	CV	1/1/2017	4/22/2017	1,047,633		1,102,360	5%	1,184,380	7%	1,313,873	11%	1,480,429	13%
64	CV	1/10/2017	5/6/2017	1,038,847		1,202,820	16%	1,291,231	7%	565,783	-56%	1,577,330	179%
65	CV	1/14/2017	5/6/2017	206,586		212,299	3%	221,547	4%	158,223	-29%	218,646	38%
66	CV	5/17/2017	5/27/2017	51,947		173,220		166,327	-4%	224,208	35%	280,576	25%
67	CV	1/2/2017	1/21/2017	517,542		516,453		583,040	13%	488,592	-16%	642,223	31%
68	CV	2/10/2017	5/13/2017	1,290,926		1,896,025		2,468,463	30%	2,774,667	12%	3,938,006	42%
69	CV	3/18/2017	3/25/2017	309,946		836,637		892,387	7%	818,693	-8%	1,350,151	65%
70	CV	3/21/2017	1/2/2018	353,504		444,501	26%	546,682	23%	729,954	34%	884,853	21%
71	CV	6/1/2018	6/2/2018			117,682		197,969		437,690	121%	492,566	13%
72	CV	4/2/2017	5/13/2017	138,289		162,604	18%	163,451	1%	217,915	33%	220,173	1%
73	CV	10/13/2017	10/21/2017	78,983		608,487		971,794	60%	1,165,349	20%	1,526,951	31%
74	CV	4/1/2018	4/7/2018			345,765		380,012	10%	490,896	29%	625,937	28%
75	CV	6/9/2017	6/17/2017	141,237		173,070		209,861	21%	160,460	-24%	288,656	80%
76	CV	10/13/2017	10/14/2017	24,328		148,928		230,484	55%	263,472	14%	376,926	43%
77	CV	10/13/2017	5/5/2018			173,997		221,547	27%	121,400	-45%	205,382	69%
78	CV	5/1/2018	5/5/2018			231,944		330,962		346,605	5%	434,859	25%
79	CV	3/15/2018	3/17/2018			347,991		413,068	19%	230,961	-44%	412,174	78%
80	CV	2/20/2018	3/3/2018			274,429		309,765		415,373	34%	657,190	58%
81	CV	3/30/2018	3/31/2018			1,347,657		1,908,841	42%	2,537,676	33%	3,426,002	35%
82	CV	7/5/2018	7/7/2018			164,517		570,500		713,454	25%	1,040,053	46%
83	CV	5/1/2018	5/5/2018			7,120		501,160		642,270	28%	778,738	21%
84	CV	10/1/2019	10/5/2019					38,336		354,848	826%	379,749	7%
85	CV	6/22/2018	6/23/2018			206,878		559,359		761,063	36%	696,451	-8%
86	CV	11/19/2018	11/24/2018			2,140		195,212		264,844	36%	302,116	14%
87	CV	8/14/2018	8/18/2018			73,616		286,256		330,143	15%	380,375	15%
88	CV	10/10/2018	10/13/2018			79,145		369,212		385,584	4%	529,226	37%
89	CV	4/30/2019	5/11/2019					162,270		246,990	52%	378,718	53%
90	CV	2/15/2019	2/23/2019					115,590		561,146	385%	393,217	-30%
91	CV	4/16/2019	4/20/2019					265,745		390,158	47%	537,787	38%
92	CV	5/21/2020	9/5/2020							1,381,487		1,994,780	44%
93	CV	5/17/2019	5/18/2019					265,745		335,285	26%	546,300	63%
94	CV	2/1/2019	2/2/2019					2,117,212		3,397,827	60%	4,294,335	26%
95	CV	11/22/2021	11/27/2021									265,140	
96	CV	4/26/2019	11/9/2019					890,132		932,093	5%	1,162,661	25%
97	CV	5/3/2019	5/4/2019					1,084,690		950,008	-12%	1,571,067	65%
98	CV	5/20/2020	5/23/2020					.		218,029		282,856	30%
99	CV	5/22/2019	5/25/2019					344,896		418,290	21%	586,578	40%
100	CV	7/25/2019	8/31/2019					49,950		144,330	189%	201,561	40%
101	CV	5/20/2020	5/23/2020							259,899		308,882	19%
102	CV	6/1/2020	6/13/2020							58,202		111,938	92%
103	CV	4/2/2020	4/4/2020							176,225		301,235	71%
104	CV	8/12/2020	8/22/2020							130,418		423,708	225%
105	CV	6/2/2020	6/6/2020							727,174		1,317,797	81%
106	CV	8/21/2020	8/22/2020							103,008		340,203	230%
107	CV	8/14/2020	8/15/2020							81,650		235,996	189%

GROSS REGISTRATION REVENUE HISTORY FOR CONVERSION CAMPGROUNDS													
		KOA Open	1st Royalty	2017	%	2018	%	2019	%	2020	%	2021	%
108	CV	3/1/2021	3/6/2021									317,555	
109	CV	5/1/2021	5/8/2021									142,954	
110	CV	6/26/2021	7/17/2021									299,344	
111	CV	4/1/2021	6/12/2021									992,665	
112	CV	5/3/2021	6/5/2021									427,268	
113	CV	11/19/2021										41,847	
114	CV	9/13/2021	9/18/2021									283,288	
115	CV	3/1/2021	3/6/2021									317,555	

Average increase in gross registration revenue increase for first full year after conversion 21%
Median increase in gross registration revenue increase for first full year after conversion 17%

Average annual increases in gross registration revenues for first five full years after conversion 16%
Median annual increases in gross registration revenues for first five full years after conversion 12%

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System Wide Campground Summary
For Years 2019 to 2021

Column 1 Campground Type	Column 2 Year	Column 3 Campgrounds at the Start of the Year	Column 4 Campgrounds at the End of the Year	Column 5 Net Change
Franchised	2019	444	452	+8
	2020	452	452	0
	2021	452	443	-9
Company-Operated	2019	31	32	+1
	2020	32	34	+2
	2021	34	41	+7

Table No. 2
Transfers of Campgrounds From Franchisees to New Owners (Other than the Franchisor)For Years 2019 to 2021

Column 1State	Column 2 Year	Column 3 Number of Transfers
Alabama	2019	0
	2020	0
	2021	0
Arizona	2019	0
	2020	1

	2021	0
Arkansas	2019	0
	2020	0
	2021	0
California	2019	3
	2020	0
	2021	3
Colorado	2019	2
	2020	2
	2021	0
Florida	2019	0
	2020	1
	2021	2
Georgia	2019	0
	2020	0
	2021	1
Idaho	2019	0
	2020	0
	2021	0
Illinois	2019	0
	2020	0
	2021	2
Indiana	2019	1
	2020	2
	2021	1
Iowa	2019	0
	2020	1
	2021	0
Kansas	2019	0
	2020	0
	2021	1
Kentucky	2019	1
	2020	0
	2021	2
Louisiana	2019	0
	2020	0
	2021	0
Maine	2019	0
	2020	0
	2021	0
Maryland	2019	0
	2020	0
	2021	0
Massachusetts	2019	0
	2020	0
	2021	0
Michigan	2019	0
	2020	0

Table No. 2 Transfers of Campgrounds From Franchisees to New Owners (Other than the Franchisor)For Years 2019 to 2021		
Column 1State	Column 2 Year	Column 3 Number of Transfers
	2021	1
Minnesota	2019	0
	2020	1
	2021	2
Mississippi	2019	0
	2020	1
	2021	0
Missouri	2019	1
	2020	1
	2021	1
Montana	2019	1
	2020	2
	2021	6
Nebraska	2019	2
	2020	0
	2021	0
Nevada	2019	0
	2020	0
	2021	0
New Hampshire	2019	1
	2020	1
	2021	2
New Mexico	2019	1
	2020	2
	2021	2
New York	2019	0
	2020	0
	2021	3
North Carolina	2019	0
	2020	0
	2021	0
North Dakota	2019	0
	2020	0
	2021	0
Ohio	2019	0
	2020	3
	2021	0
Oklahoma	2019	0
	2020	0
	2021	0
Oregon	2019	1
	2020	0
	2021	2
Pennsylvania	2019	1

Table No. 2 Transfers of Campgrounds From Franchisees to New Owners (Other than the Franchisor) For Years 2019 to 2021		
Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2020	4
	2021	0
South Carolina	2019	0
	2020	0
	2021	0
South Dakota	2019	0
	2020	0
	2021	1
Tennessee	2019	0
	2020	1
	2021	2
Texas	2019	3
	2020	1
	2021	2
Utah	2019	1
	2020	5
	2021	1
Vermont	2019	1
	2020	0
	2021	0
Virginia	2019	1
	2020	0
	2021	0
Washington	2019	2
	2020	0
	2021	4
West Virginia	2019	0
	2020	0
	2021	0
Wisconsin	2019	0
	2020	0
	2021	2
Wyoming	2019	0
	2020	3
	2021	3
Total	2019	21
	2020	32
	2021	46

Table No. 3

Status of Franchised Campgrounds

For Years 2019 to 2021

If multiple events affected a campground, this table shows the event that occurred last in time.

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 Terminations	Column 6 Non-renewal	Column 7 Reacquired by KOA	Column 8 Ceased Operations Other Reasons	Column 9 # at End of Year
Alabama	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Alaska	2019	2	1	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Arizona	2019	12	0	0	0	0	0	12
	2020	12	0	0	1	0	0	11
	2021	11	0	0		0	0	11
Arkansas	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
California	2019	28	2	0	0	0	1	29
	2020	29	0	0	3	0	0	26
	2021	26	0	1	0	1	0	24
Colorado	2019	26	1	0	0	0	0	27
	2020	27	0	0	0	1	2	24
	2021	24	0	1	0	0	0	23
Connecticut	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	16	0	0	0	0	0	16
	2020	16	2	0	0	0	1	17
	2021	17	2	0	0	0	0	19
Georgia	2019	9	0	0	0	0	0	9
	2020	9	1	0	0	0	0	10
	2021	10	2	1	0	1	0	10
Idaho	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Illinois	2019	9	0	0	0	0	0	9
	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
Indiana	2019	10	1	0	0	0	1	10
	2020	10	0	0	0	0	0	10
	2021	10	0	2	0	0	0	8
Iowa	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
Kansas	2019	6	1	0	0	0	0	7
	2020	7	0	0	0	0	0	7

Table No. 3

Status of Franchised Campgrounds

For Years 2019 to 2021

If multiple events affected a campground, this table shows the event that occurred last in time.

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 Terminations	Column 6 Non-renewal	Column 7 Reacquired by KOA	Column 8 Ceased Operations Other Reasons	Column 9 # at End of Year
	2021	7	0	0	0	0	0	7
Kentucky	2019	8	0	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Louisiana	2019	4	0	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	1	0	0	4
Maine	2019	7	1	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	1	0	0	1	0	8
Maryland	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Massachu-setts	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Michigan	2019	17	0	0	0	0	0	17
	2020	17	2	0	0	0	1	18
	2021	18	1	0	0	1	0	18
Minnesota	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
Mississippi	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Missouri	2019	7	1	0	0	0	0	8
	2020	7	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
Montana	2019	18	1	0	1	0	0	18
	2020	18	0	0	0	0	1	17
	2021	17	1	0	0	0	0	18
Nebraska	2019	2	0	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Nevada	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
New Hampshire	2019	5	0	0	0	0	0	5
	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
New Jersey	2019	1	0	0	0	0	0	1

Table No. 3

Status of Franchised Campgrounds

For Years 2019 to 2021

If multiple events affected a campground, this table shows the event that occurred last in time.

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 Terminations	Column 6 Non-renewal	Column 7 Reacquired by KOA	Column 8 Ceased Operations Other Reasons	Column 9 # at End of Year
	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
New Mexico	2019	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
New York	2019	16	1	0	0	0	0	17
	2020	17	0	0	0	0	1	16
	2021	16	0	1	0	1	0	14
North Carolina	2019	10	0	0	0	0	0	10
	2020	10	1	0	0	1	0	10
	2021	10	0	0	0	1	0	9
North Dakota	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
Ohio	2019	18	1	0	0	0	0	19
	2020	19	1	0	0	0	0	20
	2021	20	0	0	0	3	0	17
Oklahoma	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
Oregon	2019	13	0	0	0	0	0	13
	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
Pennsylvania	2019	18	0	0	0	0	0	18
	2020	18	1	0	0	0	0	19
	2021	19	0	0	0	0	0	19
South Carolina	2019	9	0	0	0	0	0	9
	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
South Dakota	2019	13	0	0	0	0	0	13
	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
Tennessee	2019	13	0	0	0	0	0	13
	2020	13	0	0	0	0	0	13
	2021	13	1	0	0	0	0	14
Texas	2019	22	1	0	1	0	0	22
	2020	22	2	0	1	0	1	22
	2021	22	2	1	1	1	0	21
Utah	2019	16	0	0	0	0	0	16
	2020	16	0	0	0	0	0	16

Table No. 3

Status of Franchised Campgrounds

For Years 2019 to 2021

If multiple events affected a campground, this table shows the event that occurred last in time.

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 Terminations	Column 6 Non-renewal	Column 7 Reacquired by KOA	Column 8 Ceased Operations Other Reasons	Column 9 # at End of Year
	2021	16	0	1	0	0	0	15
Vermont	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Virginia	2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
	2021	12	0	1	0	0	0	11
Washington	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	1	14
West Virginia	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Wisconsin	2019	6	0	0	0	0	0	6
	2020	6	1	0	0	0	0	7
	2021	7	0	1	0	0	0	6
Wyoming	2019	14	0	0	0	0	0	14
	2020	14	0	0	1	0	0	13
	2021	13	0	0	0	0	0	13
Total	2019	444	12	0	2	0	2	452
	2020	452	16	0	7	2	7	452
	2021	452	11	11	2	10	1	439

Table 4

Status of Company-Owned and Company-Leased Campgrounds

For Years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 # Reacquired from Franchisees	Column 6 # Closed	Column 7 # Sold to Franchisees	Column 8 # at End of Year
Arizona	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
California	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3
Colorado	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0

Table 4

Status of Company-Owned and Company-Leased Campgrounds

For Years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 # at Start of Year	Column 4 # Opened	Column 5 # Reacquired from Franchisees	Column 6 # Closed	Column 7 # Sold to Franchisees	Column 8 # at End of Year
	2021	1	1	0	0	0	1
Connecticut	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Florida	2019	6	0	0	0	0	6
	2020	6	0	0	0	0	6
	2021	5	0	0	0	1	5
Georgia	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	1	0
Indiana	2019	1	1	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Kentucky	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Maine	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	1	0	0	3
Massachu-setts	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
Nevada	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
New Jersey	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
New Mexico	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
New York	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3
North Carolina	2019	2	0	0	0	0	2
	2020	2	1	0	0	0	3
	2021	3	1	0	0	0	4
Ohio	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	3	0	0	3

Tennessee	2019	3	1	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Texas	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	1	2
Utah	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Virginia	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Wisconsin	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	30	2	0	0	0	30
	2020	32	2	0	0	0	34
	2021	34	4	6	0	3	41

Table No. 5

Projected Openings by December 31, 2022

Column 1 State	Column 2 Franchise Agreements Signed but Campground Not Opened	Column 3 Projected New Franchised Campgrounds In the Next Fiscal Year	Column 4 Projected New OAK Campgrounds in theNext Fiscal Year
Alabama	1	1	0
Alaska	0	1	0
Arizona	0	1	1
Arkansas	0	1	0
California	0	1	1
Colorado	1	0	1
Connecticut	0	1	0
Delaware	0	0	0
Florida	2	1	0
Georgia	0	1	0
Hawaii	0	0	0
Idaho	2	0	0
Illinois	0	0	0
Indiana	0	2	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	1	0
Louisiana	0	2	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	0	1
Mississippi	3	0	0
Missouri	1	1	1
Montana	0	0	0

Table No. 5 Projected Openings by December 31, 2022			
Column 1 State	Column 2 Franchise Agreements Signed but Campground Not Opened	Column 3 Projected New Franchised Campgrounds In the Next Fiscal Year	Column 4 Projected New Company-Owned Campgrounds in the Next Fiscal Year
Nebraska	1	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	1
New Mexico	0	0	0
New York	0	1	0
North Carolina	1	1	0
North Dakota	0	0	0
Ohio	0	1	1
Oklahoma	1	1	0
Oregon	1	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	1
South Dakota	0	0	0
Tennessee	0	0	1
Texas	3	2	0
Utah	0	0	2
Vermont	0	0	0
Virginia	0	1	0
Washington	0	1	1
West Virginia	2	0	0
Wisconsin	0	1	0
Wyoming	0	0	0
Totals	19	25	13

Exhibit G lists the names of all current franchisees and the addresses and telephone numbers of their campgrounds as of December 31, 2021.

Exhibit H lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had a franchise agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this franchise disclosure document. If you buy this franchise, we may disclose your contact information to other buyers when you leave the franchise system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to speak with you.

We organized Kampground Owners Association, Inc., a Montana corporation, in September 1970. Its principal business address is 3416 Primm Lane, Birmingham, Alabama 35216; its telephone number is 1-800-678-9976; and its e-mail address is info@koaowners.org. The website is www.koaowners.org.

Kampground Owners Association, Inc. organized Owner's Disaster Relief, Inc., a Montana corporation, on December 3, 2007. Its principal business address is 3416 Primm Lane, Birmingham, Alabama 35216; its

telephone number is 1-800-678-9976; and its e-mail address is info@koaowners.org. Information about this corporation can be viewed at www.koaowners.org.

ITEM 21

FINANCIAL STATEMENTS

Exhibit B contains our audited financial statements for fiscal years ended December 31, 2019, December 31, 2020, and December 31, 2021.

ITEM 22

CONTRACTS

Exhibit A sets out copies of proposed agreements regarding the franchise offering.

ITEM 23

RECEIPTS

You will find copies of a detachable receipt in Exhibit J at the very end of this franchise disclosure document.

KAMPGROUNDS OF AMERICA, INC.

Billings, Montana

FORM W FRANCHISE AGREEMENT

_____W
Effective Date:
Expiration Date:

THIS AGREEMENT is by and between KAMPGROUNDS OF AMERICA, INC. ("KOA"), a Montana corporation, with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street Billings, Montana 59101, and_____("FRANCHISEE") located at _____, with a campground address of _____.

KOA operates an international system of franchised combination recreational vehicle parks and campground businesses (individually, a "park/campground business"). KOA trademarks, service marks, trade names, symbols, Internet web sites and services and other proprietary materials identify the park/campground businesses. KOA park/campground businesses provide the public with clean and comfortable camping accommodations of the highest quality.

This agreement refers to the combination of park/campground businesses with KOA's proprietary materials as the "KOA System" or "System". The success of the entire KOA System depends on the continuing good reputation of each park/campground business operated within the System and the continuing goodwill of the public toward the name Kampgrounds of America, Inc. The business conduct of all KOA franchisees, then, directly affects the success of KOA, FRANCHISEE, and other franchisees, and compliance with the terms of this agreement is a matter of mutual importance and consequence.

KOA and FRANCHISEE, therefore, mutually covenant and agree as follows:

1. **FRANCHISE AND TERRITORY**

KOA, subject to the terms and conditions stated in this agreement, grants to FRANCHISEE a protected franchise to operate and own one (1) combination recreational vehicle park/campground business within, and only within, the following territory (the "Franchise Territory"):

The name of the park/campground business, approved in accordance with Paragraph 14 of this agreement, is _____.

The attached Franchise Territory map, by this reference, is part of this agreement, attached as "Exhibit A", and in the event of any conflicts

between the above description and the map, the above description will control.

During the Term (as defined below), KOA will not own, operate, manage, or grant a franchise to any other party for the operation of a park/campground business under the KOA marks that is physically located in the Franchise Territory. KOA may, however, own, operate, manage, or grant a franchise to others for the operation of similar park/campground businesses located outside the Franchise Territory, even if those park/campground businesses compete with the park/campground franchised under this Agreement. KOA also may own, operate, manage, or grant a franchise to others for the operation of, other businesses, within the Franchise Territory or outside the Franchise Territory, whether or not using the Marks, as defined below, so long as the principal nature of those businesses is not the operation of a combination recreational vehicle park campground substantially similar to a KOA park/campground business.

This agreement and all fees paid and provided for in this agreement are for the franchised operation of one (1) park/campground business located at its present location.

If KOA grants FRANCHISEE the right to construct, operate, and own an additional park/campground business within the Franchise Territory, FRANCHISEE shall pay such royalty, advertising assessments, administrative fee, and other charges and assume such obligations as those prevailing between KOA and other franchisees at the time of the grant. Subject to compliance with any applicable franchise disclosure laws, KOA and FRANCHISEE shall enter into and execute a separate franchise agreement for each additional park/campground business within the Franchise Territory. In this case, the Franchise Territory will automatically exclude all of the franchise territory included in the new franchise agreement.

2. **MARKS AND NAMES**

a. The exclusive right to grant this franchise is KOA's, and KOA reserves the right to grant similar franchises and to operate similar park/campground businesses anywhere outside of the Franchise Territory. KOA owns the exclusive right to all service marks, trademarks, copyrights, certification marks, designs, slogans, names, symbols, and matters, whether printed or electronic, now or hereafter displayed, or used as part of the KOA System (individually a "Mark" and collectively the "Marks"). KOA reserves the right to use the Marks and to grant to others the right to use the Marks and reserves the right to advertise, sponsor, endorse or otherwise promote or advance the System or the Marks at any location, whether inside or outside the Franchise Territory, in any manner whatsoever except as specifically prohibited in paragraph 1 above.

b. KOA hereby grants FRANCHISEE the right, during the Term (as defined below), to use the Marks, but only as they pertain to operation of the park/campground franchised under this Agreement. FRANCHISEE shall not use any of the Marks in connection with any other business, operation, or entity either within or without the park/campground business or the Franchise Territory. FRANCHISEE shall submit to KOA for approval, upon KOA's request, all advertising that uses the Marks. FRANCHISEE's right to use the Marks is subject to this agreement, and all use of the Marks inures solely to the benefit of KOA. FRANCHISEE shall not assert any interest or property rights in the Marks.

c. FRANCHISEE shall not adopt or use any of the Marks as a trademark, service mark, trade name, or corporate name; nor shall FRANCHISEE so adopt or use any term or translation meaning the same thing as any of the Marks, or any word, symbol, or picture, or combination thereof, which is confusingly similar to any Marks. FRANCHISEE shall not, directly or indirectly, during or after the Term, register or attempt to register any of the Marks as a property right of any kind in any country or territory. FRANCHISEE shall not directly or indirectly assist, permit, or allow any other person, firm, or company to do any of the foregoing, including but not limited to FRANCHISEE or FRANCHISEE's affiliates and subsidiaries or agents or employees of the affiliates and subsidiaries.

d. FRANCHISEE has no obligation to purchase goods, supplies, or services from KOA or KOA-approved suppliers, unless the goods or supplies bear one of the Marks and are for distribution, resale, or use in the park/campground business. In this instance, FRANCHISEE must purchase the goods and supplies from KOA or from suppliers licensed by KOA in writing. FRANCHISEE acknowledges and agrees that KOA has the right to realize a profit on any items that KOA supplies to FRANCHISEE. If any cash rebates, mark ups, volume discounts, concessions, advertising allowances or discount bonuses ("Discounts"), whether by way of cash or credit, are available or received by KOA from any third party, whether or not: (i) on account of purchases made by KOA for its own account or for the account of FRANCHISEE or franchisees generally; or (ii) on account of purchase made by FRANCHISEE directly from third parties, KOA shall be entitled to retain the whole of the amount or any part of such Discounts.

e. FRANCHISEE shall not, during or after the Term, directly or indirectly, contest or aid in contesting the exclusive use, ownership, and rights of KOA in and to the Marks.

f. FRANCHISEE shall notify KOA of any violation or infringement of the Marks of which FRANCHISEE is aware.

g. FRANCHISEE shall only use the approved park/campground business name set forth in paragraph 1 with the promotion, advertising and naming of his/her/its KOA campground. This includes any printed and digital reference to the campground's business name. The use of KOA brand position names such as Journey, Holiday and Resort can only be used with approval from KOA if the campground has met criteria for that specified brandposition.

h. FRANCHISEE acknowledges that nothing in this agreement shall prevent KOA from granting security over any of its assets, including the Marks and any other intellectual property, on terms required by any secured party from time to time, and FRANCHISEE further acknowledges that any such secured party or any agents acting on behalf of such secured party shall not have any obligations to FRANCHISEE by reasons only of such security interest.

3. **FRANCHISEE REPRESENTATIONS, DUTIES, AND OBLIGATIONS**

a. On the date FRANCHISEE signs this agreement FRANCHISEE shall pay KOA an initial and nonrefundable franchise fee of_____dollars ($_____). The initial franchise fee is consideration for expenses incurred by KOA in granting this franchise and for the lost or deferred opportunity to franchise others.

b. FRANCHISEE shall pay KOA, on a weekly basis, a royalty of 8% of Total Registration Receipts (defined below) and an advertising assessment of 2% of Total Registration Receipts. FRANCHISEE shall commence payment when the park/campground opens for business. FRANCHISEE shall submit to KOA payment of royalty and advertising assessment, along with a report of Total Registration Receipts, no later than the Monday immediately following each week for which payment is due.

(1) "Open for business" means the date FRANCHISEE offers any park/campground campsite for rental as a KOA. "Total Registration Receipts" means and includes all receipts derived from the renting, use, or occupancy of campsites and lodging facilities of every kind and nature at the park/campground business, regardless of the length of stay, i.e. day, week, month, or year. Total Registration Receipts include all charges for utility hookups consisting of water, electricity, and sewer, whether metered separately or not; but do not include charges for (i) reasonable charges for television and telephone connections and (ii) sales, use, excise, and similar taxes required by law.

(2) KOA shall deposit the 2% advertising assessment in a separate account (the "Fund") and shall use the Fund solely for System advertising, promotion, and public relation programs, including KOA's overhead and other costs necessary to administer the Fund and to research, prepare, and produce advertising, promotion, and public relation programs. KOA shall also spend for System advertising, promotion, and public relations programs an annual sum of 12.5% of the total 8% royalties received from the preceding year. KOA shall provide FRANCHISEE each year an accounting of the Fund and a promotion, advertising, and public relations media plan. KOA shall consult with a committee consisting of members of the Kampground Owners Association and other franchisees for suggestions on expenditures from the Fund. KOA, however, reserves the right to make final decisions regarding the expenditures. FRANCHISEE acknowledges that the Fund is to be used for the general promotion of the System, and that KOA is not obligated to administer the fund to ensure that expenditures are proportionate or equivalent to payments attributable to any particular park/campground, or to allocate or spend money to benefit any particular franchisee or group of franchisees, or to expend money in any particular geographic area on a pro rata basis.

(3) If FRANCHISEE fails or neglects to report Total Registration Receipts, KOA may bill FRANCHISEE for royalty and advertising assessments based on past records of Total Registration Receipts or KampSight® data. Sending bills or receiving payments will not prejudice adjustments necessary to reconcile overpayments and underpayments.

c. FRANCHISEE shall pay KOA an administrative fee of one thousand five hundred dollars ($1,500.00) for administrative expenses, KampSight/K2 KampSight software and support, and convention registration for one attendee. If the convention registration is not used for the next, upcoming convention, it can be rolled over one year; after that the convention registration is forfeited. The administrative fee will be due on the first and each following anniversary of the Effective Date and will apply for the next year. FRANCHISEE shall pay the administrative fee whether or not the park/campground business is open for business.

d. FRANCHISEE shall pay promptly when due all charges and amounts covering goods and services furnished by or through KOA, including merchandise, inventory, goods, fixtures, equipment, and like items.

e. FRANCHISEE shall pay a 1% per month interest charge on any delinquent and outstanding balance owed to KOA that is more than thirty (30) days in arrears until such delinquency is paid. If 1% per month exceeds the state's legal interest rate, then KOA shall charge the highest legal rate of interest allowed below 1% per month. KOA may allocate any payment received from FRANCHISEE to any one or more of the payments FRANCHISEE is obligated to make.

f. FRANCHISEE shall pay all royalty and advertising assessment charges owed to KOA through an Electronic Fund Transfer Account ("EFT") using the KampSight/K2 KampSight EFT-payment procedures.

g. FRANCHISEE shall manage park/campground business operations using KOA's then current on-line or other reservation systems, including the current proprietary Campground Management System, KampSight/K2 KampSight, which includes KOA's Internet reservation system, eKamp, and on-line weekly remittance reports. FRANCHISEE shall register every guest that stays on an RV, accommodation or tent site with the guest's profile information, registration fees, other charges and occupancy information using KampSight/K2 KampSight. FRANCHISEE may participate in other Internet and on-line reservation systems in addition to KampSight/K2 KampSight, but only if the non-KOA reservation system does not require interface with or otherwise affect KampSight/K2 KampSight. As a FRANCHISEE of KOA, attracting and securing KOA bookings in the most direct pathway to the brand is the utmost goal of the organization and the campground. KOA undertakes investments to attract guests to, and enable them to book reservations at, KOA campgrounds. If FRANCHISEE chooses to list on 3rd party sites, prices must at all times have complete or better price parity on KOA.com and KOA channels than on those 3rd party sites. Complete Parity is defined as the exact same overall price including taxes and UTMS. Better Parity is defined as a lower price on KOA channels than other 3rd party sites. At any time, KOA reserves the right to request the right to discontinue sales of KOA inventory on 3rd party sites if it is directly competing with KOA marketing initiatives and/or market penetration. FRANCHISEE, at FRANCHISEE's expense, shall acquire and use computer hardware and software and communications equipment necessary to use KOA's then current mandatory programs and systems, including KampSight/K2 KampSight. FRANCHISEE shall not, nor shall they allow any third party to: (a) use (via direct user interactions scripts or Application Programming Interfaces, ("APIs")) or access the K2 Software in any manner which harms, unduly burdens or impairs performance of the Software or KOA systems, (b) provide access to the Software to any third party (except Authorized Users) or otherwise permit a third party (except Authorized Users) to use or benefit from the Software, (c) copy, modify or reverse engineer the Software or otherwise attempt to discover any source code or underlying technical information (except to the limited extent that applicable law prohibits reverse engineering restricts) or access the software in an a manner not approved by KOA, (d) use, export, or re-export (directly or indirectly) the Software or a portion thereof: (i) in breach of any applicable laws, regulations, sanctions, embargoes, restrictive state lists or restrictive measures; or (ii) to any country for which the United States or any other government, or any agency thereof, at the time of export requires an export license or other governmental approval, without first obtaining such license or approval, (e) access, store, or transmit any viruses, spam, malware, bulk mail, or duplicative messages, or any material during the course of its use of the Software that is unlawful or harmful, (f) use the Software: (i) to try to gain unauthorized access to or disrupt any service, device, data, account or network, (ii) post, transmit, upload, link to , send or store any content that is unlawful, abusive, obscene, or discriminatory or (iii) to store or transmit content that infringes any person's Intellectual Property rights. FRANCHISEE shall be responsible for any Authorized Users' use or misuse of third-party software or systems that are accessed from the Software using an API integration or by any other means.

h. FRANCHISEE shall participate in the then current customer loyalty and gift card programs and comply with related KOA policies and guidelines on the terms specified by KOA. FRANCHISEE may not offer, accept, or otherwise participate in other discounts promoted by or through other camping-related associations or club memberships.

i. FRANCHISEE shall provide to the public clean and quiet premises, safe drinking water, washbasins, hot showers, flush toilets only, picnic tables, adequate lighting systems, water supply, a sanitary disposal station, weed and insect control, a KOA System map, information on local activities and attractions, and a children's playground; all without additional charge to the customer. FRANCHISEE shall provide a coin laundry, at appropriate charges, and the services of a convenience store that must stock those items listed in and at such minimum levels prescribed in the KOA Quality Assurance and Policy Manual. FRANCHISEE shall not alter or change structures currently existing on the park/campground or add new structures to the park/campground without first obtaining KOA's written consent, which KOA shall not withhold unreasonably. FRANCHISEE shall comply with procedures, policies, rules, and performance and quality standards stated in the KOA Quality Assurance and Policy Manual.

KOA reserves the right to change the KOA Quality Assurance and Policy Manual from time to time.

j. FRANCHISEE shall display and use only KOA-approved signs, Marks, and Internet web sites. If FRANCHISEE uses signs loaned by KOA, FRANCHISEE shall maintain and repair them until returning them to KOA. Franchisee shall not register any Internet domain name or establish or otherwise obtain or acquire any social media account or online business profile account that incorporates, refers to or otherwise uses the Marks or variations thereof without Franchisor's prior written approval. All websites, content, user reviews, postings, listings, and followers related to the foregoing shall be owned by Franchisor. Upon termination of this Agreement, Franchisee shall promptly take all necessary actions to delete or transfer to Franchisor, as directed by Franchisor's in its sole discretion, the registrations and accounts for the foregoing.

k. FRANCHISEE shall devote best efforts to the supervision and conduct of the operation of the park/campground business, personally or through a fully trained general manager identified to KOA in writing. FRANCHISEE shall obtain KOA's prior written approval, which shall not be unreasonably withheld, before contracting with an independent, third party Management Company to manage the park/campground business. KOA, at its discretion, may require the Management Company to receive KOA approved training. FRANCHISEE shall keep the park/campground business open during the time (i) fixed by the FRANCHISEE (which will not be less than ninety (90) consecutive days during each year), (ii) approved by KOA, and (iii) listed in the current KOA Kampground Directory. If FRANCHISEE does not operate the park/campground business for the minimum period, KOA may cancel this agreement.

l. FRANCHISEE shall be responsible for recruiting, hiring and training all persons employed in its park/campground business. All such persons shall be the employees of FRANCHISEE and not the employees or agents of KOA. FRANCHISEE shall determine all terms of employment of such persons, including compensation, and is responsible for supervising employees, setting work schedules, maintaining employment records, and determining when and how to discipline or terminate its employees. FRANCHISEE shall post a written notice at its park/campground business, in the same area as any required legal notice to employees, notifying its employees that they are employees of FRANCHISEE and not of KOA. FRANCHISEE is solely responsible for performing all administrative functions at its park/campground, including payroll and providing workers' compensation insurance. KOA shall have no right to direct FRANCHISEE'S employees.

m. FRANCHISEE shall attend, if FRANCHISEE is new to the KOA System, in person or through a representative acceptable to KOA, a KOA University Orientation in Billings, Montana within one (1) year of the effective date of this agreement. In addition to attendance at the initial KOA University Orientation, all FRANCHISEES must attend at least one KOA Convention during the term of this agreement. For so long as FRANCHISEE's payments of charges for royalty, advertising assessment, and the administrative fee are current, one representative of FRANCHISEE may attend the KOA Convention each year without a registration charge or, upon the FRANCHISEE's election, two representatives of FRANCHISEE may attend the KOA Convention without registration charges every other year. Not attending the KOA Convention does not entitle FRANCHISEE to any discount or refund of the administrative fee.

n. FRANCHISEE shall not, without first obtaining the written consent of KOA, engage directly or indirectly in any other business activity on the park/campground or engage directly or indirectly in the ownership or operation, as a shareholder, through agents, affiliates, or otherwise, in any business that is the same or substantially similar to the park/campground business. This provision does not preclude ownership of stock traded on a nationally recognized stock exchange.

o. FRANCHISEE shall deliver to KOA, within ninety (90) days following FRANCHISEE's fiscal year end, a copy of the income statement and balance sheet presenting financial results of operations of the park/campground business for that fiscal year. The financial income statement and balance sheet must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. KOA may request other financial statements from FRANCHISEE during the year, and FRANCHISEE must deliver them when and in the form and manner required.

p. FRANCHISEE shall allow KOA's representatives to inspect the park/campground business premises, facilities, records, books, and accounts and shall give free accommodations on the park/campground to KOA's representatives for such time as may be reasonably necessary for this purpose. KOA and FRANCHISEE shall treat any information derived from any inspection as confidential in nature. If KOA is required to resort to legal proceedings to enforce the provisions of this subparagraph, FRANCHISEE shall bear all of KOA's costs and attorney fees, including interest at the above-stated rate.

q. FRANCHISEE shall assume sole and entire responsibility, shall release, discharge and hold KOA

harmless, and shall indemnify KOA from any and all claims, liabilities, losses, damages, responsibilities, costs and expenses (including reasonable legal expenses) arising out of, occurring on or in connection with the operation of the park/campground business, including but not limited to: (1) any loss of life or injuries to persons or property; (2) any mechanics lien; (3) any claims for materials furnished or labor performed; and (4) any copyright infringement claim for any photograph, video or music used in the operation of the park/campground business or uploaded to Franchisee's KOA.com landing page. Franchisee shall not be required to release, discharge, hold harmless or indemnify KOA for any claims, liabilities, losses, damages, responsibilities, costs and expenses arising out of KOA's sole negligence or willful misconduct. The provisions of this paragraph shall survive the termination, transfer or expiration of this agreement.

r. FRANCHISEE, at its sole cost, shall maintain insurance that protects against any loss, liability, or expense resulting from personal injury, death, property damage, or otherwise, which arises out of or in connection with the construction, operation, condition, use, or occupancy of the park/campground or the ownership and operation of the park/campground business on terms and conditions specified from time to time by KOA. This insurance must protect the FRANCHISEE, KOA, and the officers and employees of FRANCHISEE and KOA from all loss. FRANCHISEE shall name KOA as an additional insured in all of FRANCHISEE'S insurance policies pertaining to operation of the park/campground business on a form substantially similar to ISO-CG-20-29-11-85, except where such policies provide U.S. workers' compensation or employer's liability insurance. FRANCHISEE must obtain insurance from responsible insurance companies or company groups that hold a Best's rating of "A-" or better and with a financial category of at least "VII" or better. Without limiting the foregoing FRANCHISEE's insurance must provide:

(1) Comprehensive general public liability insurance, including products and completed operations, contractual and personal injury liability, with limits of not less than a $2,000,000 combined single limit for personal injury and property damage;

(2) Owned, non-owned, hired, or leased automobile liability insurance with limits of not less than a combined single limit of $1,000,000 for bodily injury and property damage; and

(3) Workers' compensation coverage to the broadest extent available in the FRANCHISEE's state or employer's liability with minimum limits of $1,000,000 to the extent the FRANCHISEE does not come under the state workers' compensation laws.

(4) Any other insurance that KOA may require from time to time.

FRANCHISEE shall secure stopgap coverage in states with a monopolistic state fund. The insurance afforded by FRANCHISEE's policy or policies must be primary and non-contributing with any insurance maintained by KOA, and may not be limited in any way because of any insurance which KOA may maintain. Each year of the Term, FRANCHISEE shall provide to KOA a Certificate of Insurance, including the endorsement naming KOA as an additional insured. KOA reserves the right to require FRANCHISEE to provide KOA a certified copy of the insurance policy, which must show compliance with the foregoing requirements. FRANCHISEE's insurance policy or policies must state that no party may alter or cancel the insurance without at least 10 days' prior written notice to KOA. KOA reserves the right to vary these insurance requirements at its sole discretion on a case-by-case basis. Variance or suspension of these standards to accommodate unique circumstances will not waive KOA's right to enforce later the full standards herein stated. While KOA does not anticipate that any variance specified or granted under this subparagraph will increase the coverage requirements, it cannot exclude this possibility.

s. FRANCHISEE shall:

(1) maintain a high moral and ethical standard and environment at the park/campground and in the operation of the park/campground business;

(2) comply with all local, state and federal laws, ordinances, rules, and regulations pertaining to the park/campground and park/campground business;

(3) maintain the park/campground and accommodations in a clean, safe, and orderly manner; and

(4) deliver efficient, courteous, and high quality services to the public.

t. FRANCHISEE shall comply with all mandatory rules, regulations and directives contained in this agreement and in KOA's Quality Assurance and Policy Manual, as amended from time to time. FRANCHISEE acknowledges that KOA's Quality Assurance and Policy Manual is designed to protect the System and the Marks, and not to control the day-to-day operation of the park/campground business.

u. FRANCHISEE shall use best efforts to promote FRANCHISEE's park/campground business and encourage the use of the KOA System on an international basis by the traveling public.

4. **SERVICES OF KOA TO FRANCHISEE**

a. KOA shall make available to FRANCHISEE, upon request, all of KOA's services, including consultation with KOA officials and management personnel regarding construction and operation of a park/campground and/or park/campground business, so that FRANCHISEE may access KOA and KOA System experience and knowledge relating to such problems.

b. KOA shall make available to FRANCHISEE, upon request, such information as KOA may have from time to time with respect to prices of equipment and supplies.

c. KOA shall periodically distribute the KOA Campground Directory.

d. KOA shall work with campground equipment manufacturers, suppliers, and other interested organizations to encourage camping in general and utilization of KOA facilities in particular.

5. **KOA-CREATED MEDIA DOCUMENTS, SYSTEMS AND MESSAGES**

While KOA takes every precaution to make certain all KOA-created media documents, systems and messages, including but not limited to the KOA Campground Directory (the "Directory"), the "koa.com" Internet web site and KampSight/K2 KampSight, contain correct listings of all of the KOA Campgrounds and other information, KOA and FRANCHISEE recognize the possibility for errors and omissions. KOA shall use its best efforts to correct any electronic error or omission within thirty (30) days of its discovery by KOA or notification by FRANCHISEE, whichever is later.

FRANCHISEE shall not hold KOA liable for such errors or omissions, and FRANCHISEE hereby releases KOA and holds it harmless from all claims, liabilities, responsibilities, and damages arising out of any errors or omissions contained in any KOA-created media documents, systems and messages.

6. **TERM**

This agreement is effective for five (5) years, commencing with the effective date and ending with the expiration date stated on the first page (the "Term").

7. **RENEWAL**

If FRANCHISEE keeps and performs all of the covenants and agreements stated herein during the Term, FRANCHISEE may execute a renewal franchise agreement to take effect upon the expiration of the Term. If FRANCHISEE qualifies for and elects to execute a renewal franchise agreement, KOA and FRANCHISEE shall, subject to compliance with any applicable franchise disclosure laws, enter into a renewal franchise agreement upon the then-current terms offered by KOA which terms may vary materially from those contained in this Agreement. KOA shall not charge an initial franchise fee for the signing of the renewal franchise agreement. If FRANCHISEE otherwise appears to meet the conditions for renewal, then within three (3) months prior to the expiration of the Term, KOA will provide to FRANCHISEE its then-current form of Franchise Agreement, and instructions for execution of that agreement if FRANCHISEE desires to renew the franchise. If FRANCHISEE does not comply with the terms provided, including returning the executed Franchise Agreement to KOA prior to the expiration of the Term, FRANCHISEE will be deemed to have declined to exercise its renewal option, and FRANCHISEE will have no further right of renewal. At that point, KOA may permit other parties to establish a park/campground in the Franchise Territory, and may itself own and/or manage a park/campground business in the Franchise Territory. In the event this agreement expires at the end of the term and is not timely renewed, unless KOA has provided notice to the contrary, this agreement shall continue on a month to month basis on the same terms and conditions specified herein, except that KOA may then terminate this agreement for failure to renew upon thirty (30) days' notice of termination to FRANCHISEE.

8. **TERMINATION AND LIQUIDATED DAMAGES**

If any violation or default in the FRANCHISEE's performance of this agreement continues for thirty (30) or more days after written notice from KOA of the violation or default, KOA may terminate this agreement. Without limiting the generality of the foregoing, KOA may terminate this agreement:

a. If FRANCHISEE violates any term, provision, covenant or condition contained herein, including but not limited to FRANCHISEE's failure to make payment to KOA of any amounts due for royalty, advertising assessment, administrative fee, or any other charge;

b. If FRANCHISEE fails to comply with the services or procedures, policies, or rules, or performance and quality standards established by KOA;

c. If FRANCHISEE materially impairs the goodwill associated with the KOA System;

d. If FRANCHISEE fails to make payment to KOA of any other amount owed KOA, including but not limited to payments covering merchandise, inventory, goods, fixtures, equipment, interest, and like items;

e. If a petition in bankruptcy or an application for any other relief under any provision of applicable bankruptcy and/or insolvency law is filed by or against FRANCHISEE;

f. If FRANCHISEE makes an assignment for the benefit of creditors;

g. If a receiver or trustee is appointed for the assets or affairs of FRANCHISEE; or

h. If FRANCHISEE cannot pay debts as they become due and payable.

Thirty (30) days after delivery of default notice, and if FRANCHISEE fails to cure the default, KOA may deliver to FRANCHISEE notice of termination, and this agreement will terminate without further right to cure.

KOA may in its sole discretion, terminate the Franchise Agreement immediately if the FRANCHISEE abandons the franchise location and such abandonment remains uncured for 7 days after notice by KOA. The term abandonment includes instances where campers cannot physically enter the campground property or the campground operation is not open for business because staff is not present to serve the campers with registration, campground maintenance and customer service. Abandonment can only occur when the campground should otherwise be open for business as set forth in the current year's KOA Directory. Abandonment cannot occur if the FRANCHISEE is forced from the campground property due to an act of nature or other cause beyond the FRANCHISEE's reasonable control. Financial difficulty is not a cause beyond a FRANCHISEE's reasonable control.

KOA may also terminate this agreement, immediately upon notice to FRANCHISEE, if FRANCHISEE takes or suffers any action that materially impairs the goodwill associated with the KOA System or the Marks, and does not remedy such impairment within twenty-four (24) hours after notice from KOA.

FRANCHISEE shall be liable in damages to KOA for all amounts due on or after the effective date of such termination. In the event this agreement terminates for any one or more of the reasons stated above, or for any other cause or reason, KOA may retain all sums of money previously paid by FRANCHISEE for services rendered by KOA and for value received by FRANCHISEE or otherwise.

FRANCHISEE may terminate this agreement before the end of the Term provided FRANCHISEE pays liquidated damages to KOA. The liquidated damages will represent the best estimate of FRANCHISEE and KOA regarding damages for early termination and not a penalty, damages for breach, or payment in lieu of any other remedy. FRANCHISEE shall also pay to KOA any money otherwise due to KOA. These provisions, including the sale for alternate use provisions, do not alter KOA's right to purchase as set forth in Paragraph 11. If termination is due to a decision to exit before the end of the Term or due to selling the park/campground business for continued independent park/campground use, the liquidated damages will consist of all royalty and advertising assessments for the remainder of the Term. The amount due will be determined by averaging the total monthly royalties and advertising assessments made or due for two (2) years prior to the notice and multiplying that average monthly amount by the exact number of the months remaining in the Term. No liquidated damages are due if termination is due to a sale for alternate use (i.e. a use other than a recreational vehicle park or campground) which follows at least one (1) year's written notice to KOA. In the event of a sale for alternate use without one (1) year's written notice, liquidated damages owed to KOA will consist of one (1) year's royalty and advertising assessments equal to the payments made or due for the last full year prior to the sale for alternate use. FRANCHISEE shall document the alternate use and warrant in a Mutual Cancellation Agreement that the property will not operate as a park/campground business for at least five (5) years from the date of termination.

9. **OBLIGATIONS UPON TERMINATION AND EXPIRATION**

In the event this agreement expires or terminates, for any reason or cause, FRANCHISEE shall immediately cease to use the KOA System, or any part thereof, directly or indirectly, by advertising or otherwise. FRANCHISEE shall cease to use and shall withdraw from use all interior and exterior signs, furnishings, advertising matter, Internet web sites, KOA System-related computer hardware and software, and any other articles that display the names "Kampgrounds of America", "KOA", or any combination of them. FRANCHISEE shall cease to use and shall withdraw from use the trade names, trademarks, service marks, certification marks, copyrights, designs, slogans, names, and matters used by the park/campground business and which identify the park/campground with the KOA

System, or which are similar thereto or suggestive thereof. FRANCHISEE shall not use the terms "former KOA", "ex-KOA", "prior KOA" or any other similar terms denoting an association or relationship with KOA and shall not represent to the public that FRANCHISEE is a franchisee or that the park/campground business is associated with the KOA System. FRANCHISEE shall distinguish the park/campground business from park/campground businesses operated within the KOA System and avoid all possibility of any confusion by the public. KOA may obtain injunctive and equitable relief, including attorney fees and court costs, and any other relief that a court of competent jurisdiction may order for a violation of the terms and conditions of this paragraph.

KOA may purchase, for their fair market value, all of the signs or signboards owned by FRANCHISEE that use the Marks or otherwise identify the campground as a KOA-franchise. FRANCHISEE may retain the materials supporting the signboard and all of the backing materials located to the rear of the sign or signboard. Upon tendering the fair market price, KOA may enter the premises where a sign is located and remove it, and FRANCHISEE shall not assert or claim trespass by KOA. If FRANCHISEE leases any signs, KOA may assume the lease or leases and cause removal of the sign or signboard or cause obliteration of Marks or other KOA identity items or symbols. FRANCHISEE shall deliver any KOA-owned signs to KOA at FRANCHISEE's expense and in the same condition as when received, except for reasonable wear and tear. In the event FRANCHISEE refuses to deliver KOA-owned signs to KOA, KOA may enter the FRANCHISEE's premises and take possession of the signs, and FRANCHISEE shall not assert or claim trespass by KOA.

If FRANCHISEE fails to remove KOA signs or to obliterate Marks, FRANCHISEE shall pay to KOA a charge of one hundred dollars ($100.00) per day, per trademark and sign, until KOA receives conclusive evidence of the removal of the signs or obliteration of the Marks.

FRANCHISEE shall pay all monies owed KOA or its affiliates under this agreement or any promissory notes (whether or not due by the note's terms) or other indebtedness including liquidated damages as calculated above, on or before the date of termination or expiration of this agreement. Should the park/campground be subject to a sale, FRANCHISEE shall either pay all amounts due to KOA on or before the closing date via wire transfer or direct the title company or other applicable escrow agent to include all monies owed to KOA on FRANCHISEE's closing settlement statement to be paid as part of the transaction closing. FRANCHISEE shall return to KOA all manuals, bulletins, instruction sheets, forms, plans, logosigns, advertising material, stationery, customer lists, registration receipts, or other material relating to the KOA System, whether used or unused. Further, FRANCHISEE shall transfer to KOA, the toll-free reservation number listed in the Directory and on the "koa.com" Internet web site. FRANCHISEE shall cancel other telephone numbers, directory listings, advertising, and Internet web sites and listings that link the park/campground to the KOA System. FRANCHISEE hereby appoints KOA as FRANCHISEE's irrevocable attorney in fact to accomplish such cancellations. FRANCHISEE shall cooperate and execute any documentation necessary for this purpose.

10. **AUDIT**

FRANCHISEE shall make all of its financial books and records pertaining to the park/campground business available for inspection and audit by KOA. KOA shall pay all of KOA's inspection and/or audit expenses, unless the report which follows the audit shows a deficiency in the payment of royalty or advertising assessment, or both, which is more than 5% of the amount which should have been paid. In this event, FRANCHISEE shall pay KOA's audit expense. KOA will not be responsible for any of FRANCHISEE's audit expenses, under any circumstances. FRANCHISEE and KOA shall deem KOA's final audit report conclusive, and FRANCHISEE shall pay to KOA two times the reported underpaid amounts within ten (10) days of receipt of a copy of the final audit report.

11. **RIGHT TO PURCHASE**

If FRANCHISEE is interested in selling or leasing its park/campground, KOA encourages FRANCHISEE to discuss such interest with KOA prior to initiating any sales efforts or retaining a broker as KOA may be interested in purchasing the park/campground, thus saving FRANCHISEE many of the costs of a sale, or may have suggestions that can help FRANCHISEE better position the park/campground for sale. In any event, FRANCHISEE hereby grants to KOA the right to purchase or lease the park/campground business, to include the land, appurtenances, and buildings, or any interest or portion of them, on the same terms and conditions (except as otherwise provided below) that FRANCHISEE may receive via a written offer by a prospective and bona fide purchaser or lessee, where such offer is deemed acceptable to FRANCHISEE.

Upon receipt of an acceptable offer, FRANCHISEE shall send the following to KOA: a copy of the offer; a copy of the fully executed proposed agreement to purchase or lease (together with all schedules and exhibits); a legal description of the park/campground; and a list of all personal property and inventory subject to the offer. If FRANCHISEE is selling its park/campground as a part of a transaction in which multiple properties or assets are

being sold, the park/campground operated hereunder shall be the subject to a separate purchase agreement with a separate and distinct purchase price based on the then current fair market value for the park/campground.

KOA shall respond as to whether or not it will exercise its right to purchase or lease no later than thirty (30) days after receipt ofthese required documents. This thirty (30) day period shall not start to run unless and until KOA receives copies of the above listed documents. If KOA exercises its right to purchase or lease, the purchase or lease transaction shall be on the same terms and conditions as the bona fide offer; provided, however, that (i) KOA shall have the right to substitute equivalent cash for any non-cash consideration included in the offer or agreement to purchase or lease based on the fair market value of the non-cash consideration as of the effective date of the offer or agreement to purchase or lease, (ii) KOA shall have the right to assign its right to purchase or lease to an assignee of its choosing,and (iii) the applicable dates in the offer (including the due diligence period, title review period, earnest money deposit, and the closing date) as applied to KOA shall be extended on a day-for-day basis by the number of days in the period from the effective date of the proposed agreement to purchase or lease and the date of notice of exercise of the right to purchase or lease. Further, if the proposed transaction involves the sale or lease of other properties or other items that are not used in the operation of the park/campground business, the transaction shall still be subject to KOA's right to purchase or lease, but KOA may, at its option, exclude some or all of those other items and the consideration payable to FRANCHISEE shall be reduced by the fair market value of such excluded items. If FRANCHISEE is a corporation, limited liability company, or other entity, this right to purchase will also apply to one or more sales or transfers, directly or indirectly, by which an aggregate of 50% or more of the entity's equity is sold or transferred, directly or indirectly to one or more persons who are not shareholders, members or other equity holders as of the effective date of this agreement. If KOA does not exercise its right to purchase or lease, FRANCHISEE may sell or lease to the offeror on the terms offered, except that (i) nothing herein will be construed as releasing the FRANCHISEE or, if applicable, the assignee of this agreement, from the continuing obligation to operate a KOA-franchised park/campground business after the transfer of the real property and its improvements, and (ii) if the sale or lease to the offeror is not completed within sixty (60) days following KOA's notice that it does not intend to exercise its right of first refusal, or if there are any material modifications to the terms under which the transaction is to be consummated (including any change of more than One Thousand Dollars ($1,000) in the consideration to be received by FRANCHISEE), then a new notice must be provided to KOA and an additional option period must expire, as set forth above, prior to the completion of any transaction.

12. **TRANSFER**

FRANCHISEE shall not sell, assign, transfer, pledge, mortgage, lease, option, give away, or in any way encumber, directly or indirectly, this agreement or any right or interest of FRANCHISEE hereunder (any of the foregoing being a "Transfer"), without the prior written consent of KOA; nor shall FRANCHISEE change his/her/its legal name, in a way that is not otherwise considered to be a Transfer, without the prior written consent of KOA; nor shall FRANCHISEE suffer orpermit any assignment, transfer or encumbrance by judicial process or operation of law. Further, the transfer of titleor any of FRANCHISEE'S interest in the underlying real estate shall not terminate this agreement or shorten the Term.

KOA will not unreasonably withhold its consent if:

a. FRANCHISEE is fully compliant with this agreement, all defaults are cured, and all of FRANCHISEE's debts and financial obligations to KOA are paid;

b. The proposed assignee has signed a new franchise agreement, on the then current form and under the policies then usedby KOA in the sale of franchises;

c. The proposed assignee has agreed and arranged to complete KOA University Orientation in Billings, Montana;

d. The proposed assignee has submitted any statements and other documents KOA may reasonably request and KOA has determined that the proposed assignee meets all of KOA's standards for new franchisees and assignees;

e. FRANCHISEE has signed a general release, in a form satisfactory to KOA, releasing, to the fullest extent permitted by law, all claims that FRANCHISEE may have against KOA, including its respective shareholders, officers, directors, and employees, in both their individual and corporate capacities; and

f. The proposed assignee has paid to KOA a franchise fee of ten thousand dollars ($10,000.00).

If FRANCHISEE is a corporation, limited liability company, or other entity, an assignment under the terms of this paragraph includes one or more transfers, pledges, or mortgages by which an aggregate of 50% or more of the

company's voting equity beneficially and legally vested in or encumbered in favor of a party or parties who are not shareholders or members owning at least 50% of the equity as of the effective date of this agreement. FRANCHISEE shall notify KOA and obtain KOA's written consent of any change to the ownership structure as set forth in "Exhibit B" attached to this agreement, the entity/individual acting as franchisee, assignment by death, transfer to a family member, or any other change in ownership of the recreational vehicle park/campground business operated as a KOA hereunder.

If FRANCHISEE is an individual, FRANCHISEE may assign this agreement without the payment of the franchise fee to: (i) a corporation, limited liability company, or other entity, after the effective date; however, the FRANCHISEE must own at least 51% of all of the voting shares of stock of the corporation or membership interests of the limited liability company; (ii) a family member; however, the family member must pay KOA the costs of orientation training, including transportation and living expenses. For the purpose of this paragraph and the following paragraph, "family member" means FRANCHISEE's spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law, adopted, half and step members.

If FRANCHISEE dies, the representative of the FRANCHISEE's estate may transfer the FRANCHISEE's interest in this agreement to a family member, and KOA shall not charge a franchise fee; however, the family member must pay KOA the costs of orientation training, including transportation and living expenses. In the event of a transfer to a family member upon death of FRANCHISEE, KOA must be notified within ten (10) days of the transfer. In such event, KOA's consent will not be unreasonably withheld.

13. **RELATIONSHIP OF PARTIES**

FRANCHISEE shall not act as agent of KOA or any of its affiliates for any purpose. FRANCHISEE shall not represent or imply to any vendor or to others that it is an agent of KOA or that KOA is responsible for the obligations of FRANCHISEE or for the operation of FRANCHISEE'S park/campground. FRANCHISEE shall act as an independent contractor and shall accept responsibility for all obligations and liabilities of, and for all loss or damage to, the park/campground or the park/campground business. This includes personal property, equipment, fixtures, or real property connected with the park/campground business and all claims or demands based on damage or destruction of property, or based on injury, illness, or death of any person or persons, directly or indirectly, which result from the operation of the park/campground business. FRANCHISEE shall display prominently a placard or other visual device expressly announcing the independently owned and operated status of the park/campground business. The relationship existing between KOA and FRANCHISEE under the terms of this agreement does not create, nor shall any operations performed by KOA or FRANCHISEE under this agreement constitute, a joint endeavor, joint venture, undertaking, association, partnership or principal-agent, employer-employee, or trustee-beneficiary relationship of any type. Nothing stated in this agreement imposes upon KOA or FRANCHISEE any responsibility for the obligations assumed by the other in this agreement.

14. **NAME OF KOA CAMPGROUND**

FRANCHISEE shall not adopt or use any name for the park/campground business, including the brand positions Journey, Holiday and Resort, without first obtaining KOA's written consent to the use of the desired name. FRANCHISEE may not use "KOA", "Kampgrounds of America", or any registered mark of KOA in any of FRANCHISEE's business entity names.

15. **WAIVERS**

No delay, waiver, omission, or forbearance on the part of KOA to exercise any right, option, duty, or power arising out of any breach or default by FRANCHISEE, or by any other franchisee, of any of the terms, provisions, or covenants stated in this agreement will constitute a waiver by KOA to enforce any such right, option, or power as against FRANCHISEE, or as to subsequent breach or default by FRANCHISEE.

The failure, neglect or delay of a party to exercise any right it may have against the other, or to insist upon full compliance by the other party with its obligations under this Agreement, shall constitute a waiver of any default, misrepresentation, violation of law, deficiency or breach, and shall preclude exercise or enforcement of any right or remedy arising therefrom, unless written notice of such default, misrepresentation, violation of law, deficiency or breach is provided by the non-defaulting party (which written notice may include email) to the other within twelve (12) months after such default, misrepresentation, violation of law, deficiency or breach occurs, but the waiver of any prior deficiency or breach of any provision with this Agreement shall not affect the obligation of the party to comply with the obligation or provision in the future; provided, however, that this waiver will not apply to FRANCHISEE's reporting of Total Registration Receipts, or underpayment of any fees FRANCHISEE owes to

KOA that are tied to the amount of Total Registration Receipts, or to any indemnification obligation FRANCHISEE has to KOA under this Agreement.

KOA and FRANCHISEE hereby waive any right to, or claim for, punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other. In the event of a dispute between them, KOA and FRANCHISEE shall limit claims for recovery to actual damages plus applicable interest, except as otherwise provided in Paragraph 8 herein.

FRANCHISEE AND KOA HEREBY IRREVOCABLY WAIVE TRIAL BY JURY OF ANY ACTION, PROCEEDING OR COUNTER-CLAIM, WHETHER IN LAW OR EQUITY, BROUGHT BY EITHER PARTY.

16. **PARTIAL INVALIDITY**

Any provision of this agreement which is prohibited by law or by court decree in any locality or state will be suspended to the extent of such prohibition without invalidating or affecting the remaining provisions of this agreement, or without invalidating or affecting the provisions of this agreement within states and localities where not prohibited by law or court decree.

17. **INTERPRETATIONS AND FORUM**

KOA and FRANCHISEE negotiated, executed and delivered this agreement within the State of Montana, and performance of this agreement is at Billings, Yellowstone County, Montana. This agreement and the rights and obligations of the parties will be determined by and governed in accordance with the laws of Montana and any legal action relating to this agreement shall be commenced and maintained exclusively before any appropriate state or federal court of record in Billings, Yellowstone County, Montana. Furthermore, the parties waive any right to challenge or otherwise object to personal jurisdiction or venue (including, without limitation, any objection based on inconvenient forum grounds) in any action commenced or maintained in such courts. Notwithstanding the above, the trademark and service mark provisions are subject to federal trademark law.

A party wishing to proceed through an action, suit, or proceeding with respect to trademarks, service marks, trade names, copyrights or other intellectual property rights may do so without limitation, protecting any of the same against infringements and recovering compensation or damages for their use. The losing party must compensate the prevailing party for attorney's fees, court costs, and other reasonable expenses incurred in any such action by the prevailing party.

18. **KOA COMPLIANCE WITH STATE LAWS**

Notwithstanding any other provision of this agreement, to the extent that the provisions of this agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, nonrenewal, or consent to or conditions of assignment, other than in accordance with applicable law, such provisions shall, to the extent they are not in accordance with applicable law, be superseded by said law, but only to the extent they are not in accordance with applicable law, and KOA shall comply with applicable law in connection with each of these matters.

19. **OWNERSHIP INFORMATION**

All of the information KOA obtains about FRANCHISEE'S operation of its park/campground business shall be owned by KOA (the Information). FRANCHISEE may use the Information during the Term in its operation of its park/campground business to the extent lawful and at FRANCHISEE's sole risk and responsibility. FRANCHISEE shall always have the right, during the Term and after termination of this agreement, to retain and use any guest Information FRANCHISEE obtains from its operation of its park/campground business. KOA may use all of the Information for any purpose it determines in its reasonable business judgment, and any revenues it may derive from the Information will be KOA's property.

20. **EXERCISE OF BUSINESS JUDGMENT**

Except as otherwise expressly stated in this agreement, any consent or approval required to be obtained from KOA, or decision to be made by KOA, may be granted or made by KOA in its sole and exclusive business judgment, which may take into account KOA's assessment of, among other things, the long-term interests of KOA, the System and the Marks, without regard to its effect on any individual FRANCHISEE or park/campground. KOA's judgment shall prevail even in cases where other alternatives may be reasonable, so long as KOA is acting in a way that could benefit the System, enhance the value of the Marks, increase customer satisfaction, or minimize possible consumer, brand or location confusion. If KOA's activities or decisions are supported by its business judgment, no court or judge or tier of fact, or any other person reviewing those activities or decisions may substitute his, her or its

judgment for KOA's judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both KOA and its franchisees taken together, require that KOA have the latitude to exercise its business judgment in administering, managing and overseeing the System.

21. **FORCE MAJEURE**

If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, adverse orders or rulings of the government of the United States or the State where the campground is located or anycivil or military authority, insurrections, riots, epidemics, pandemic, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the reasonable control of the party, or which the party could not have avoided by the exercise of reasonable due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatchshall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

22. **ATTORNEY'S FEES**

If any legal action or other proceeding is commenced which is related to this agreement, the losing party shall pay the prevailing party's actual attorneys' fees and expenses incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, settlement or otherwise.

23. **CONSTRUCTION**

All terms and words used in this agreement, regardless of the number and gender in which they are used, include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this agreement or any paragraph or clause herein may require. If FRANCHISEE consists of two or more individuals, companies, associations or other entities, such individuals, companies, associations or entities are jointly and severally liable hereunder.

24. **NOTICES**

KOA and FRANCHISEE shall give notice or make demands required by this agreement in writing. A notice or demand is effective:

a. when delivered (if notice is delivered in person, by U.S. Express Mail or by private overnight courier service);

b. upon the earlier of the date of actual delivery, as shown by the addressee's return receipt; or

c. upon the expiration of three (3) business days after the date of mailing (if notice is sent by registered or certified mail, postage prepaid, return receipt requested).

KOA and FRANCHISEE shall direct notices to the receiving party's address used in the introductory paragraph of thisagreement. KOA and FRANCHISEE must direct notice of address changes to each other in writing.

25. **HEADINGS**

The headings as to the contents of particular paragraphs in this agreement are inserted only for convenience and may not be construed as part of this agreement or as a limitation on the scope of the particular paragraphs to which they refer.

26. **REPRESENTATIONS BY AND RESPONSIBILITIES OF KOA**

No agent or representative of KOA has authority to make any representations, statements, warranties, or agreements not herein expressed, including but not limited to development costs, the availability of financing, the cost and availability of land within the Franchise Territory, the likely results that will be achieved by the operation of the park/campground, or the potential success of the park/campground. FRANCHISEE is solely responsible for

decisions as to these matters. KOA assumes no responsibility for obtaining FRANCHISEE's financing for the construction, development, and operation of the park/campground business or for the success or profitability of the park/campground business franchised by this agreement.

27. **MISCELLANEOUS**

Time is of the essence under this agreement. It, along with its Exhibits, contains the full and entire agreement between KOA and FRANCHISEE, and KOA and FRANCHISEE may not amend it, except in writing. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, other than those stated in thisagreement; or in any other written agreement between FRANCHISEE and KOA that is executed by an authorizedofficer of KOA. No agreement of any kind will bind KOA and FRANCHISEE unless and until the agreement is written and duly executed by both of them.

28. **VALIDITY AND PAYMENTS**

This agreement is not valid until signed by the FRANCHISEE and by an authorized officer of KOA. All payments required by this agreement must be made payable to Kampgrounds of America, Inc.

29. **COUNTERPARTS**

To facilitate execution, this Agreement may be executed by electronic signature and in as many counterparts as may be necessary, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The undersigned FRANCHISEE affirms that the diagram depicted on Exhibit B attached hereto and incorporated herein by this reference is an accurate representation of the legal organizational structure of _____, LLC/INC. (as the owner and FRANCHISEE), and the undersigned has the authority to execute this agreement on behalf of FRANCHISEE.

FRANCHISEE and KOA are signing this agreement on the date indicated below their signatures.

FRANCHISEE

By:_____

Name:_____

Its:_____

By: _____

Name: _____

Its: _____

Date Executed: _____

KAMPGROUNDS OF AMERICA, INC.

By:_____

Name:_____

Its:_____

Date Executed: _____

IF THE FRANCHISEE IS NOT THE OWNER OF THE LAND ON WHICH THE PARK/CAMPGROUND IS LOCATED:

The undersigned acknowledges that it is the owner of the land on which FRANCHISEE's park/campground is located and will receive benefit from the grant of a KOA franchise to FRANCHISEE. Therefore, in consideration of KOA's execution of this Franchise Agreement and the grant of a KOA franchise to FRANCHISEE, the undersigned agrees to be bound by all the provisions of Paragraph 11 of the within Agreement, and the enforcement provisions of this Franchise Agreement, to the same extent as if the undersigned were a signatory to the Franchise Agreement.

NAME OF PROPERTY OWNER: _____

By:_____

Its:_____

Date Executed: _____

TERRITORY MAP

The above map is only a visual representation of your territory.

CALIFORNIA ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

KOA and FRANCHISEE hereby agree to amend the Franchise Agreement as follows:

1. California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning transfer, termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the California Franchise Investment Law (the "Act"), the Act will control. There may be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination, transfer and non-renewal of your franchise.

2. The Franchise Agreement requires the Franchisee to sign a general release of claims upon transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of Franchisee's rights under the Franchise Investment Law California Corporations Code Section 20010 voids a waiver of Franchisee's rights under the Franchise Relations Act.
3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101 et seq.).
4. The Franchise Agreement contains a provision requiring application of the laws of Montana. This provision may not be enforceable under California law. The Act supersedes any provisions of the Franchise Agreement or Montana law if such provisions are in conflict with the Act.
5. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue, in a forum outside of California, is deleted from the Franchise Agreement.
6. Nothing contained in the Franchise Agreement shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Act (as long as the jurisdictional requirements of the Act are met).
7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

HAWAII ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT #: _____
EFFECTIVE DATE: _____

THIS ADDENDUM is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101, hereinafter called "KOA", and _____, whose address is _____ hereinafter called "FRANCHISEE".

1. KOA and FRANCHISEE have entered into a Franchise Agreement affected by the laws of the State of Hawaii. The Hawaii Securities Commissioner has established certain policies that require amendment to the standard form of the Franchise Agreement, and KOA and FRANCHISEE hereby agree to that amendment. Accordingly, the laws of the State of Hawaii will govern the provisions of the Franchise Agreement regarding franchise termination or non-renewal. All other provisions of the Franchise Agreement remain subject to application, construction, interpretation, and enforcement under the governing law of the State of Montana.

2. No release, assignment, novation, or waiver set forth in the Franchise Agreement will relieve KOA or any other person from liability imposed by the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq*.

3. This Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By: _____	By: _____
Its: _____	By: _____
Date Executed: _____	Its: _____
	Date Executed: _____

ILLINOIS ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101, hereinafter called "KOA" and _____, whose address _____ is hereinafter called "FRANCHISEE".

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By: _____	By: _____
Its: _____	By: _____
Date Executed: _____	Its: _____
	Date Executed: _____

INDIANA ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT # _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC, a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and _____, whose address is _____ ("FRANCHISEE").

1. Paragraph 17 is hereby deleted and the following is inserted in its place:

"INTERPRETATION AND FORUM. The parties stipulate that this agreement has been negotiated, executed, and delivered within the State of Montana and will be performed at Billings, Yellowstone County, Montana. This agreement shall be construed and interpreted and the rights and obligations of the parties hereunder governed in accordance with the laws of Indiana.

Any provision that designates jurisdiction or venue or requires the FRANCHISEE to agree to jurisdiction or venue in a forum outside of Indiana is void with respect to any cause of action which is otherwise enforceable in Indiana."

2. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Montana law if such provisions are in conflict with Indiana law.

3. Any provision in the Franchise Agreement which limits litigation brought for breach of the Franchise Agreement, including waiver of the right to a trial by jury or the right to collect punitive damages, in any manner whatsoever is deleted from any Franchise Agreement in the State of Indiana.

4. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement to the extent they may be inconsistent with such prohibition.

5. No release, waiver, or estoppel language set forth in the Franchise Agreement will relieve KOA or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum to the Agreement.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By: _____	By: _____
Its: _____	By: _____
Date Executed: _____	Its: _____
	Date Executed: _____

MARYLAND ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT # _____
EFFECTIVE DATE: _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC, a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

1. The general release language contained in the Franchise Agreement shall not relieve KOA or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Franchise Agreement, including the areas of termination and renewal of the franchise.

3. You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.

4. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

5. FranchiseeYou must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after KOA grants Franchisee the franchise.

6. Pursuant to Maryland Franchise Registration and Disclosure Law, in the event a Franchisee and Franchisor (KOA) enter into a Franchise Agreement for the planned new construction of a campground or the conversion of an existing campground located in the State of Maryland, KOA shall defer all fees paid to KOA by the Franchisee, including payments for goods and services received from KOA before the business opens, pending satisfaction of all of KOA's pre-opening obligations to the Franchisee.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

MINNESOTA ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT #_____
EFFECTIVE DATE _____

This Addendum is between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101, hereinafter called "KOA" and_____, whose address is _____, hereinafter called "FRANCHISEE".

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit KOA from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to a jury trial or any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Minn. Rule 2860-4400(J) prohibits waiver of a jury trial. All references in the Franchise Agreement to waiver of a jury trial are deleted in their entirety.

3. With respect to franchises governed by Minnesota law, KOA will comply with Minnesota Statutes, Section 80C.14, Subd.3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

4. Minnesota considers it unfair to not protect the Franchisee's right to use the trademarks. To the extent required by Minnesota Statutes, Chapter 80C, KOA will protect the Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify the Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

5. Minnesota Rules 2860.4400(D) prohibits KOA from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve KOA from liability imposed by the Minnesota Franchise Act, Minn. Stat. §§80C.01 — 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

6. Any and all claims arising under the Minnesota Franchise Act, Minn. Stat. §§80C.01 — 80C.22, must be commenced within three (3) years after the cause of action arises.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

NEW YORK ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

KOA and FRANCHISEE hereby agree to amend the Franchise Agreement as follows:

1. No release language set forth in the Franchise Agreement will relieve KOA or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.
2. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the New York franchise law, NY Gen. Bus. Law Art. 33, §§ 680 through 695, or rule promulgated hereunder, shall be void.
3. KOA will not make an assignment except to an assignee who, in the Franchisor's good faith judgment, is willing and able to assume its obligations under the Agreement.
4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York Franchise Sales Act are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

NORTH DAKOTA ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT # _____
EFFECTIVE DATE:_____, 20_

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC, a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

KOA and FRANCHISEE have entered a Franchise Agreement on this date which is affected by the laws of the State of North Dakota. KOA and FRANCHISEE, therefore, agree:

1. The North Dakota Franchise Investment Law supersedes any provisions of the Franchise Agreement, the other agreements or Montana law if such provisions are in conflict with the North Dakota Franchise Investment Law. The Franchise Agreement will be governed by North Dakota law, rather than Montana law.

2. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from the Franchise Agreement.

3. The last sentence of Section 8 of the Franchise Agreement (Termination and Liquidated Damages) is hereby deleted.

4. Any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted from the Franchise Agreement.

5. Any provision in the Franchise Agreement which requires you to consent to a waiver of exemplary and punitive damages is deleted from the Franchise Agreement.

6. No release language set forth in the Franchise Agreement will relieve KOA or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	Its:_____
Date Executed:_____, 20_____	Date Executed:_____, 20_____

Exhibit A-10
Rhode Island Addendum

RHODE ISLAND ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT # _____
EFFECTIVE DATE: _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC, a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in the franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act." KOA and FRANCHISEE, therefore, agree that the Franchise Agreement is hereby amended to conform to this requirement of Rhode Island Law.

2. Section 6-50-4 of the Rhode Island Franchise Investment Act may supersede the Franchise Agreement in Franchisee's relationship with KOA including the areas of termination and renewal of the franchise.

3. This Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

SOUTH DAKOTA ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

THIS ADDENDUM is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101, hereinafter called "KOA" and _____, whose address is _____, hereinafter called "FRANCHISEE".

1. Pursuant to SDCL 37-5B, any condition, stipulation, or provision purporting to waive compliance with any provision of Chapter 37 or any rule or order thereunder is void. Any acknowledgement provision, disclaimer, or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation, or action that would violate Chapter 37 or a rule or order under it.
2. Paragraph 17 is hereby amended such that it reads: "KOA and FRANCHISEE stipulate that they negotiated, executed, and delivered this agreement within the State of Montana, and the agreement is to be performed at Billings, Yellowstone County, Montana. This agreement will be construed and interpreted and the rights and obligations of the parties hereunder governed in accordance with the laws of South Dakota. Any provision which designates jurisdiction or venue or requires the FRANCHISEE to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota."
3. This Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota franchise law are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By: _____	By: _____
Its: _____	By: _____
Date Executed: _____	Its: _____
	Date Executed: _____

WASHINGTON ADDENDUM TO KOA FRANCHISE AGREEMENT
AND RELATED AGREEMENTS
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

KOA and FRANCHISEE hereby agree to amend the Franchise Agreement as follows:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum.

[SIGNATURES ON FOLLOWING PAGE]

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its: _____	By: _____
Date Executed: _____	Its: _____
	Date Executed: _____

WISCONSIN ADDENDUM TO KOA FRANCHISE AGREEMENT
FRANCHISE AGREEMENT _____
EFFECTIVE DATE _____

This Addendum is by and between KAMPGROUNDS OF AMERICA, INC., a Montana corporation with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street, Billings, Montana 59101 ("KOA") and_____, whose address is _____ ("FRANCHISEE").

KOA and FRANCHISEE hereby agree to amend the Franchise Agreement as follows:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act") shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin, and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a franchise agreement without good cause.
2. The Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the requirements of the Franchise Agreement to the extent they are inconsistent with the Act's requirements.
3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Addendum.

KAMPGROUNDS OF AMERICA, INC.	FRANCHISEE
By:_____	By:_____
Its:_____	By:_____
Date Executed: _____	Its: _____
	Date Executed: _____

KOA CONVERSION FRANCHISE AGREEMENT ADDENDUM

THIS KOA Conversion Franchise Agreement Addendum is by and between Kampgrounds of America, Inc. ("KOA"), a Montana corporation, and _____ ("FRANCHISEE") located at _____ ("Campground"). This Addendum amends Franchise Agreement No. XX-XXX (the "Franchise Agreement") by and between KOA and FRANCHISEE and is effective on the same date the Franchise Agreement is effective.

This Addendum is an integral part of the Franchise Agreement; among other provisions, it states the terms and conditions of the satisfaction guarantee (the "Satisfaction Guarantee") KOA offered to FRANCHISEE as inducement forthe Franchise Agreement.

KOA and FRANCHISEE agree as follows:

1. Campground Conversion.

FRANCHISEE shall complete the changes, modifications, additions, and alterations indicated below by the date stated. Changes or delays may affect the date the Campground opens as a KOA Campground and may delay FRANCHISEE's receipt of the core benefits anticipated to follow from the opening. Anticipated core benefits include KampSight/K2 (KOA's proprietary software system), Real-time reservations on KOA.com, listing in the KOA Directory, and KOA signs for the Campground. Until the date the Campground opens officially as a KOA Campground, KOA shall provide to the Campground a temporary listing on KOA.com, KOA's internet-marketing website. This "Becoming aKOA" listing will provide a home page-only notice with at least an associated state or provincial map location. Below the official name of the Campground, the following script (or words to the same effect) will designate the"Becoming a KOA" status:

"**Becoming a KOA" -** This campground is in the process of becoming a KOA Campground. During this process, some facilities and services may be available only in a limited capacity, so please contact the campground directly with specific inquiries."

The actual execution date of the "Becoming a KOA" listing will be at the discretion of KOA but will be available no later than 30 days prior to estimated opening as a KOA Campground.

2. KOA Quality Assurance, Standards and Policies.

Along with the Franchise Agreement and this Addendum, KOA shall provide FRANCHISEE additional documents to assist FRANCHISEE in learning the KOA system to meet or exceed brand, facility, and operating standards.

a. The KOA Franchise Agreement is the foundational agreement with KOA. FRANCHISEE should be very familiar with its terms and conditions, because they govern the continuing association of KOA and FRANCHISEE. Ifyou have any questions about this document, please do not hesitate to call KOA FRANCHISEE Services.

b. The KOA Quality Assurance & Policy Manual provides specific standards, guidelines, and system policies central to preserving the KOA brand. The Campground must maintain a minimum overall impression of quality, safety, and cleanliness during the course of FRANCHISEE's association with KOA. Used as a compliance guide, the KOA Quality Assurance & Policy Manual will help FRANCHISEE meet KOA's requirements. As a supplement to the KOA Quality Assurance & Policy Manual the FRANCHISEE will receive the latest iteration of Kampgrounds of America, Inc. KOA Brand Criteria.

c. The KOA Brand Style Guide prescribes the creation, use, and display of KOA-registered trademarks. FRANCHISEE shall not use the words Journey, Holiday or Resort in association with their KOA name or in advertisingwithout KOA's written approval.

3. Facility Requirements and Amendments.

a. KOA Signage:

1) Entrance: KOA shall provide to FRANCHISEE an entrance sign to the KOA Campground (actual cost up to $6,000), and it shall minimize installation costs while maintaining the integrity of the KOA Campground design. KOA Franchisee Development Services Personnel will coordinate the sign order with FRANCHISEE. Once the entrance sign is delivered to the Campground. FRANCHISEE shall be responsible for the actual installation..

2) Directional/Trail Blazer Signage: KOA shall provide to FRANCHISEE the appropriate signage. KOA Franchisee Development Services Personnel will coordinate the sign order with FRANCHISEE. Once the Directional/Trail Blazer signage is delivered to the Campground, FRANCHISEE shall be responsible for the actual installations and any monthly/annual lease is the responsibility of FRANCHISEE.

3) Campground & Building Signs: KOA will provide the basic required sign package for the appropriate onsite branding (Journey, Holiday, or Resort). KOA Franchisee Development Services Personnel will coordinate the sign order with FRANCHISEE. This package excludes site markers. FRANCHISEE shall be responsible for the installation of this sign package.

4) In addition, KOA shall supply a sign, banner, or flag reading "New to KOA," (or other words to this effect). FRANCHISEE must display this sign, banner, or flag at the Campground at all times during the first year of operation. KOA may require FRANCHISEE to display a similar sign, banner, or flag reading "Remodeling, Please Excuse Our Dust," (or other words to this effect), if FRANCHISEE has new facility construction or existing facility modifications or upgrades to accomplish, as identified in this addendum. KOA shall pay for these required signs. FRANCHISEE must install all KOA-provided signs in a professional manner and at FRANCHISEE's expense. All KOA signage is to be installed and/or displayed no earlier than 30 days prior to the estimated opening as a KOA Campground. Any signage installed or displayed prior to 30 days from the estimated opening as a KOA Campground must have advanced authorization from KOA.

b. Store/Registration: Please refer to the detail set out on pages 63-65 of the 2022 KOA Quality Assurance &Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

c. Laundry: Please refer to the detail set out on page 37 of the 2022 KOA Quality Assurance & Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

d. Recreation: Please refer to the detail set out on pages 53-54 of the 2022 KOA Quality Assurance & Policy Manual for both indoor and outdoor recreation and meet the safety and guest convenience requirements.

1) Specific notes here

e. Restrooms: Please refer to the detail set out on pages 57-60 of the 2022 KOA Quality Assurance & Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

f. Grounds & Buildings: Please refer to the detail set out on pages 29-34 of the 2022 KOA Quality Assurance & Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

g. Campsites: Please refer to the detail set out on pages 23-26 of the 2022 KOA Quality Assurance & Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

h. Lodging: Cabins, Deluxe Lodging & Unique/Glamping Accommodations: Please refer to the detail set out on pages 41-45 of the 2022 KOA Quality Assurance & PolicyManual and meet the safety and guest convenience requirements.

1) Specific notes here

i. Brand Positioning: Please refer to the detail set out on pages 9-17 of the 2022 KOA Quality Assurance& Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

j. Brand Support: Please refer to the detail set out on pages 19-20 of the 2022 KOA Quality Assurance& Policy Manual and meet the safety and guest convenience requirements.

1) Specific notes here

k. Other:

1) Campground must meet all requirements required for KOA XXXXX Brand Position on or prior to XXXXX X, XXXX.

2) The campground must be open as a KOA on or before November 1, 2022 to be included in the 2023 KOA Directory. If the KOA Business Development Consultant does not believe the KOA opening as a KOA date can be achieved by November 1, 2022, the open date will be extended by six (6) months but excluded from the 2023 KOA Directory.

4. Operational Requirements and Amendments.

a. KOA Uniforms: FRANCHISEE shall ensure that its representatives operating the Campground wear uniforms and logo-bearing clothing, as required by KOA's operating manuals and FRANCHISEE directives.

b. FRANCHISEE shall set up a merchant account with Paymentech, KOA's credit-card processor, before openingas a KOA Campground. If Paymentech does not approve the FRANCHISEE's application for merchant account, KOA may delay or cancel the Franchise Agreement.

c. FRANCHISEE shall attend personally, or arrange for appropriate Campground staff to attend, KOA-U in Billings, MT on either_____or_____. (KOA will pay the cost of travel, room and board for up to two people to attend KOA-U in Billings, Montana. Additional personnel may attend; however, FRANCHISEE must pay related travel and hotel costs along with a $500 course fee per person.) Should the FRANCHISEE not be able to attend KOA-U during the above stated dates, the KOA Franchisee Services will coordinate with FRANCHISEE concerning scheduling and availability. FRANCHISEE will attend KOA-U within one year of the executing of the Franchise Agreement.

5. Special Agreed Upon Programs.

a. Marketing Conversion Gift: A major benefit of becoming a KOA is tapping into the marketing power of our brand. After decades of work, we have developed market penetration and tactics that optimize our customer base at a local level. There are specialized options geared to maintain and promote each campground's unique market mix. The KOA marketing department, along with the campground's Business Development Consultant,will guide the conversion on implementation and fulfillment.

b. KOA supplies each FRANCHISEE with a toll-free number. The toll-free number is owned by KOA and is usedby the FRANCHISEE for the duration of their franchise relationship. The toll-free number is to be used as the FRANCHISEE's primary toll-free number for use on KOA.com and in the KOA directory. The monthly charges associated with the use of the toll-free number are the FRANCHISEE's responsibility.

6. Franchise Payments.

a. Initial Fee: FRANCHISEE shall pay KOA the one-time initial franchise fee $11,250 on the same date FRANCHISEE signs this addendum and the Franchise Agreement.

b. FRANCHISEE shall choose one of the following options below either Number 1 or Number 2. The optionchosen must be communicated to KOA in writing.

(1) Data Base Exclusion: KOA shall allow FRANCHISEE to exclude from FRANCHISEE's calculation of registration receipts subject to royalty and advertising assessment, customers FRANCHISEE recorded in the Campground's customer information database. Submission of list should be provided to KOA during KampSight/K2 training or no later than 14 days prior to the official opening as a KOA campground. FRANCHISEE may submit its "customer exclusion database" to KOA only once, and FRANCHISEE will bear the risk that the database is complete and accurate. Receipts FRANCHISEE realizes from registration of any Campground customer not matched with

Campground customer informationin the database are subject to KOA's charges for royalty and advertising assessment, and FRANCHISEE shall pay these charges. Database data consists of: Last name/First name, Address, City, State and Zip/Postal Code. The campground's own address will not be allowed as a valid camper address.

OR

(2) KOA agrees to modify the franchise contract royalty / franchise fee requirements between _____and_____. All other franchise fees not shown in this addendum will follow the terms and conditions as stated in the franchise agreement:

(a) Year 1 – 4% - Royalties 2% and advertising assessment 2% until_____.

(b) Year 2 – 6% - Royalties 4% and advertising assessment 2% until_____.

(c) Year 3 – 8% - Royalties 6% and advertising assessment 2% until_____.

(d) Year 4 and forward – 10% - Royalties 8% and advertising assessment 2%.

c. KOA will waive the annual administrative fee ($1,750 per year) during the first year of KOA operation. As part of this waiver, KOA will pay for one convention registration pass ($499) as long as FRANCHISEE uses the pass at the first convention following the signing of the Franchise Agreement.

d. Satisfaction Guarantee: KOA guarantees FRANCHISEE's satisfaction with FRANCHISEE's election to convert (Former Campground Name) (the "Campground") to (KOA Campground Name) KOA and to operate under the KOA brand and as part of the KOA system of campgrounds. At the expiration of the Satisfaction Guarantee Term, if FRANCHISEE, for any reason and in the reasonable exercise of its discretion, determines it is not satisfied with the results of operating the Campground as part of the KOA system of campgrounds, then KOA will refund to FRANCHISEE the sum of the franchise fees, royalty and advertising assessment charges, and administrative fees paid KOA during the Satisfaction Guarantee Term. Upon making the refund, KOA and FRANCHISEE shall mutually terminate the Franchise Agreement, releasing each from all obligations under its terms.

7. Satisfaction Guarantee Term.

The Satisfaction Guarantee term begins on the Effective Date of the Franchise Agreement and expires at 5:00 p.m. Mountain Time on_____.

8. Conditions.

Before FRANCHISEE is eligible to exercise any of its rights under the Satisfaction Guarantee, the FRANCHISEE must:

a. Have paid all royalty, advertising assessment, and administrative fees due to KOA.

b. Have completed the requirements of the facility and branding plan detailed in this Addendum and the KOA Franchise Agreement.

c. Have installed, in a professional manner, all signage provided by KOA.

d. Have attended and participated in KOA University Orientation and attended at least one KOA International Convention during the term of the guarantee, either personally or through a designated, appropriate representative.

e. Have completed KampSight/K2 training and used KampSight/K2 in Campground operations from the effectivedate to the termination date.

f. Have made a commercially reasonable good-faith effort to operate the Campground as part of the KOA system of campgrounds.

g. Have provided at least 60 days prior written notice of intention to exercise its rights under the Satisfaction Guarantee and terminate the Franchise Agreement, and provided KOA the opportunity to address and cure FRANCHISEE's dissatisfaction. KOA will not waive this requirement for notice and opportunity to cure under any circumstances.

9. Rights and Duties Subsequent to Termination.

If FRANCHISEE elects to exercise its rights under the Satisfaction Guarantee, it shall:

a. Immediately stop holding the Campground out to the public as a KOA branded campground and part of

the KOA system of campgrounds.

b. Take any action necessary to ensure that no use is made of KOA's trademarks, service marks, and confidential and proprietary manuals, returning them to KOA within 14 days of the expiration of the Satisfaction Guarantee Term.

c. Discontinue use of all distinguishing indicia of operation as a part of the KOA system of campgrounds, including indicia on exterior and interior signs, stationery, operating equipment and supplies, Internet sites, brochures, and other promotional material at or in connection with the Campground or otherwise. FRANCHISEE, at itsexpense, will remove the primary freestanding KOA sign, down to its structural members.

d. Take all other de-identification actions required by KOA to preclude any possibility of confusion on the part of the public that the Campground is still a part of the KOA system of campgrounds.

e. Grant access to KOA's representatives so that they may enter the Campground to make or cause to be performed de-identification changes which FRANCHISEE does not timely complete without being deemed guilty of orliable for trespass or any other tort. Performance of these de-identification tasks by KOA will be at FRANCHISEE's cost.

10. Assignment.
In the event that KOA consents to FRANCHISEE's assignment of the Franchise Agreement, it is understood and agreedthat all of the rights and obligations of the parties contained in this Addendum shall also be assigned; EXCEPT thatany Addendum item deemed by KOA to be personal to the FRANCHISEE, such as the Satisfaction Guarantee, is not assignable under any circumstances.

11. Effectiveness of Franchise Agreement.
Except as expressly provided herein, the Franchise Agreement remains valid and effective, and nothing in this Addendum shall be deemed to waive or modify any of the provisions of the Franchise Agreement, or any amendment or addendum thereto. In the event of any conflict between the Franchise Agreement, this Addendum, or any other amendment or addendum hereto, the document later in time shall prevail.

KOA and FRANCHISEE are signing this Franchise Agreement Addendum to be effective on the date shown on the firstpage of the Franchise Agreement to which it is attached and in which it is incorporated.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth below.

_____	KAMPGROUNDS OF AMERICA, INC.
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

KAMPGROUNDS OF AMERICA, INC.

Billings, Montana

FORM W-1 FRANCHISE AGREEMENT

_____**W-1**
Effective Date:
Expiration Date:

THIS AGREEMENT is by and between KAMPGROUNDS OF AMERICA, INC. ("KOA"), a Montana corporation, with its principal office at Transwestern III Building, Fourth Floor, 550 North 31st Street Billings, Montana 59101, and _____("FRANCHISEE") located at _____, with a campground address of _____.

KOA operates an international system of franchised combination recreational vehicle parks and campground businesses (individually, a "park/campground business"). KOA trademarks, service marks, trade names, symbols, Internet web sites and services and other proprietary materials identify the park/campground businesses, and these park/campground businesses provide the public with clean and comfortable camping accommodations of the highest quality.
This agreement refers to the combination of park/campground businesses with KOA's proprietary materials as the "KOA System" or "System". The success of the entire KOA System is dependent upon the continuing good reputation of each park/campground business operated within the System, and upon the continuing goodwill of the public toward the name Kampgrounds of America, Inc. The business conduct of all KOA franchisees, then, directly affects the success of KOA, FRANCHISEE, and other franchisees, and compliance with the terms of this agreement is a matter of mutual importance and consequence.

KOA and FRANCHISEE, therefore, mutually covenant and agree as follows:

1. **FRANCHISE AND TERRITORY**

KOA, subject to the terms and conditions stated in this agreement, hereby grants to FRANCHISEE a protected franchise to construct, operate, and own one (1) combination recreational vehicle park/campground business within, and only within, the following territory (the "Franchise Territory"):

The name of the park/campground business, approved in accordance with Paragraph 14 of this agreement, is _____.

The Franchise Territory map, by this reference, is part of this agreement, attached as “Exhibit A”, and in the event of any conflicts betweenthe above description and the map, the above description will control.

During the Term (as defined below), KOA will not own, operate, manage, or grant a franchise to any other party for the operation of a park/campground business under the KOA marks that is physically located in the Franchise Territory. KOA may, however, own, operate, manage, or grant a franchise to others for the operation of similar park/campground businesses located outside the Franchise Territory, even if those park/campground businesses compete with the park/campground franchised under this Agreement. KOA also may own,operate, manage, or grant a franchise to others for the operation of, other businesses, within the Franchise Territory or outsidethe Franchise Territory, whether or not using service marks, trademarks, certification marks, designs, slogans, names, symbols, logos or similar items used as part of the KOA System (individually a “Mark” and collectively the “Marks”) so longas the principal nature of those businesses is not the operation of a combination recreational vehicle park campground substantially similar to a KOA park/campground business.

This agreement and all fees paid and provided for in this agreement are for the franchised operation of one (1) park/campground business located at a site within the Franchise Territory, which Franchisee shall select, subject to KOA’s written approval.

If KOA grants FRANCHISEE the right to construct, operate, and own an additional park/campground business within the Franchise Territory, FRANCHISEE shall pay such royalty, advertising assessments, administrative fee, and other charges and assume such obligations as those prevailing between KOA and other franchisees at the time of the grant. Subject to compliance with any applicable franchise disclosure laws, KOA and FRANCHISEE shall enter into and execute a separate franchise agreement for each additional park/campground business within the Franchise Territory. In this case, the Franchise Territory will automatically exclude all of the franchise territory included in the new franchise agreement.

2. **MARKS AND NAMES**

a. The exclusive right to grant this franchise is KOA’s, and KOA reserves the right to grant similar franchises and to operate similar park/campground businesses anywhere outside of the Franchise Territory. KOA owns the exclusive right to all service marks, trademarks, copyrights, certification marks, designs, slogans, names, symbols, and matters, whether printed or electronic, now or hereafter displayed, or used as part of the KOA System (individually a “Mark” and collectively the "Marks"). KOA reserves the right to use the Marks and to grant to others the right to use the Marks and reserves the right to advertise, sponsor, endorse or otherwise promote or advance the System or the Marks at any location, whether inside or outside the Franchise Territory, in any manner whatsoever except as specifically prohibited in paragraph 1 above.

b. KOA hereby grants FRANCHISEE the right, during the Term (as defined below), to use the Marks, but only as they pertain to the operation of the park/campground franchised under this Agreement. FRANCHISEE shall not use any of the Marks in connection with any other business, operation, or entity either within or without the park/campground business or the Franchise Territory. FRANCHISEE shall submit to KOA for approval, upon KOA’s request, all advertising that uses the Marks. FRANCHISEE’s right to use the Marks is subject to this agreement, and all use of the Marks inures solely to the benefit of KOA. FRANCHISEE shall not assert any interest or property rights in the Marks.

c. FRANCHISEE shall not adopt or use any of the Marks as a trademark, service mark, trade name, or corporate name; nor shall FRANCHISEE so adopt or use any term or translation meaning the same thing as any of the Marks, or any word, symbol, or picture, or combination thereof, which is confusingly similar to any Marks. FRANCHISEE shall not, directly or indirectly, during or after the Term, register or attempt to register any of the Marks as a property right of any kind in any country or territory. FRANCHISEE shall not directly or indirectly assist, permit, or allow any other person, firm, or company to do any of the foregoing, including but not limited to FRANCHISEE or FRANCHISEE's affiliates and subsidiaries or agents or employees of the affiliates and subsidiaries.

d. FRANCHISEE has no obligation to purchase goods, supplies, or services from KOA or KOA-approved suppliers, unless the goods or supplies bear one of the Marks and are for distribution, resale, or use in the park/campground business. In this instance, FRANCHISEE must purchase the goods and supplies from KOA or from suppliers licensed by KOA in writing. FRANCHISEE acknowledges and agrees that KOA has the right to realize a profit on any items that KOA supplies to FRANCHISEE. If any cash rebates, mark ups, volume discounts, concessions, advertising allowances or discount bonuses (“Discounts”), whether by way of cash or credit, are available or received by KOA from any third party, whether or not: (i) on account of purchases made by KOA for its own account or for the account of FRANCHISEE or franchisees generally; or (ii) on account of purchases made by FRANCHISEE directly from third parties, KOA shall be entitled to retain the whole of the amount or any part of such Discounts.

e. FRANCHISEE shall not, during or after the Term, directly or indirectly, contest or aid in contesting the exclusive

use, ownership, and rights of KOA in and to the Marks.

f. FRANCHISEE shall notify KOA of any violation or infringement of the Marks of which FRANCHISEE is aware.

g. FRANCHISEE shall only use the approved park/campground business name set forth in paragraph 1 with the promotion, advertising and naming of his/her/its KOA campground. This includes any printed and digital reference to the campground's business name. The use of KOA brand position names such as Journey, Holiday and Resort can only be used with approval from KOA if the campground has met criteria for that specified brand position.

h. FRANCHISEE acknowledges that nothing in this agreement shall prevent KOA from granting security over any of its assets, including the Marks and any other intellectual property, on terms required by any secured party from time to time, and FRANCHISEE further acknowledges that any such secured party or any agents acting on behalf of such secured party shall not have any obligations to FRANCHISEE by reasons only of such security interest.

3. **FRANCHISEE REPRESENTATIONS, DUTIES, AND OBLIGATIONS**

a. On the date FRANCHISEE signs this agreement, FRANCHISEE shall pay KOA an initial and nonrefundable franchise fee of thirty thousand and no/100ths dollars ($30,000.00). This initial franchise fee is consideration for expenses incurred by KOA in granting this franchise and for the lost or deferred opportunity to franchise others.

b. FRANCHISEE shall commence construction on or before [*insert month, day, and year*] and complete construction on or before [*insert month, day, and year*]. FRANCHISEE's plans and specifications for the park/campground facilities (including the amenities listed on Exhibit A and the landscaping, exterior design, color scheme, building structure, floor plan, decorations, and fixtures) must conform to KOA's standards expressed in the KOA Quality Assurance and Policy Manual. FRANCHISEE shall obtain KOA's written approval prior to commencing construction. If FRANCHISEE does not commence construction or does not complete construction by the dates stated above, KOA may cancel this franchise agreement.

c. FRANCHISEE shall pay KOA, on a weekly basis, a royalty of 8% of Total Registration Receipts (defined below) and an advertising assessment of 2% of Total Registration Receipts. FRANCHISEE shall commence payment when the park/campground opens for business. FRANCHISEE shall submit to KOA payment of royalty and advertising assessment, along with a report of Total Registration Receipts, no later than the Monday immediately following each week for which payment is due.

(1) "Open for business" means the date FRANCHISEE offers any park/campground campsite for rental as a KOA. "Total Registration Receipts" means and includes all receipts derived from the renting, use, or occupancy of campsites and lodging facilities of every kind and nature at the park/campground business, regardless of the length of stay, i.e. day, week, month, or year. Total Registration Receipts include all charges for utility hookups consisting of water, electricity, and sewer, whether metered separately or not; but do not include charges for (i) reasonable charges for television and telephone connections and (ii) sales, use, excise, and similar taxes required by law.

(2) KOA shall deposit the 2% advertising assessment in a separate account (the "Fund") and shall use the Fund solely for System advertising, promotion, and public relation programs, including KOA's overhead and other costs necessary to administer the Fund and to research, prepare, and produce advertising, promotion, and public relation programs. KOA shall also spend for System advertising, promotion, and public relations programs an annual sum of 12.5% of the total 8% royalties received from the preceding year. KOA shall provide FRANCHISEE each year an accounting of the Fund and a promotion, advertising, and public relations media plan. KOA shall consult with a committee consisting of members of the Kampground Owners Association and other franchisees for suggestions on expenditures from the Fund. KOA, however, reserves the right to make final decisions regarding the expenditures. FRANCHISEE acknowledges that the Fund is to be used for the general promotion of the System, and that KOA is not obligated to administer the fund to ensure that expenditures are proportionate or equivalent to payments attributable to any particular park/campground, or to allocate or spend money to benefit any particular franchisee or group of franchisees, or to expend money in any particular geographic area on a pro rata basis.

(3) If FRANCHISEE fails or neglects to report Total Registration Receipts, KOA may bill FRANCHISEE for royalty and advertising assessments based on past records of Total Registration Receipts or KampSight® data. Sending bills or receiving payments shall not prejudice adjustments necessary to reconcile overpayments and underpayments.

d. FRANCHISEE shall pay KOA an administrative fee of one thousand five hundred dollars ($1,500.00) for administrative expenses, KampSight/K2 KampSight software and support, and convention registration for one attendee. If the convention registration is not used for the next, upcoming convention, it can be rolled over for one year; after that the

convention registration is forfeited. The administrative fee will be due on first and each following anniversary of the Effective Date and will apply for the next year. FRANCHISEE shall pay the administrative fee whether or not the park/campground business is open for business.

e. FRANCHISEE shall pay promptly when due all charges and amounts covering goods and services furnished by or through KOA, including merchandise, inventory, goods, fixtures, equipment, and like items.

f. FRANCHISEE shall pay a 1% per month interest charge on any delinquent and outstanding balance owed to KOA that is more than thirty (30) days in arrears until such delinquency is paid. If 1% per month exceeds the state's legal interest rate, then KOA shall charge the highest legal rate of interest allowed below 1% per month. KOA may allocate any payment received from FRANCHISEE to any one or more of the payments FRANCHISEE is obligated to make.

g. FRANCHISEE shall pay all royalty and advertising assessment charges owed to KOA through an Electronic Fund Transfer Account ("EFT") using the KampSight/K2 KampSight EFT-payment procedures.

h. FRANCHISEE shall manage park/campground business operations using KOA's then current on-line or other reservation systems, including the current proprietary Campground Management System, KampSight/K2 KampSight, which includes KOA's Internet reservation system, eKamp, and on-line weekly remittance reports. FRANCHISEE shall register every guest that stays on an RV, accommodation or tent site with the guest's profile information, registration fees, other charges and occupancy information using KampSight/K2 KampSight. FRANCHISEE may participate in other Internet and on-line reservation systems in addition to KampSight/K2 KampSight, but only if the non-KOA reservation system does not require interface with or otherwise affect KampSight/K2 KampSight. As a FRANCHISEE of KOA, attracting and securing KOA bookings in the most direct pathway to the brand is the utmost goal of the organization and the campground. KOA undertakes investments to attract guests to, and enable them to book reservations at, KOA campgrounds. If FRANCHISEE chooses to list on 3rd party sites, prices must at all times have complete or better price parity on KOA.com and KOA channels than on those 3rd party sites. Complete Parity is defined as the exact same overall price including taxes and UTMS. Better Parity is defined as a lower price on KOA channels than other 3rd party sites. At any time, KOA reserves the right to request the right to discontinue sales of KOA inventory on 3rd party sites if it is directly competing with KOA marketing initiatives and/or market penetration. FRANCHISEE, at FRANCHISEE's expense, shall acquire and use computer hardware and software and communications equipment necessary to use KOA's then current mandatory programs and systems, including KampSight/K2 KampSight. FRANCHISEE shall not, nor shall they allow any third party to: (a) use (via direct user interactions scripts or Application Programming Interfaces, ("APIs")) or access the K2 KampSight Software in any manner which harms, unduly burdens or impairs performance of the Software or KOA systems, (b) provide access to the Software to any third party (except Authorized Users) or otherwise permit a third party (except Authorized Users) to use or benefit from the Software, (c) copy, modify or reverse engineer the Software or otherwise attempt to discover any source code or underlying technical information (except to the limited extent that applicable law prohibits reverse engineering restricts) or access the software in an a manner not approved by KOA, (d) use, export, or re-export (directly or indirectly) the Software or a portion thereof: (i) in breach of any applicable laws, regulations, sanctions, embargoes, restrictive state lists or restrictive measures; or (ii) to any country for which the United States or any other government, or any agency thereof, at the time of export requires an export license or other governmental approval, without first obtaining such license or approval, (e)access, store, or transmit any viruses, spam, malware, bulk mail, or duplicative messages, or any material during the course ofits use of the Software that is unlawful or harmful, (f) use the Software: (i) to try to gain unauthorized access to or disrupt any service, device, data, account or network, (ii) post, transmit, upload, link to , send or store any content that is unlawful, abusive, obscene, or discriminatory or (iii) to store or transmit content that infringes any person's Intellectual Property rights. FRANCHISEE shall be responsible for any Authorized Users' use or misuse of third-party software or systems that are accessed from the Software using an API integration or by any other means.

i. FRANCHISEE shall participate in the then current customer loyalty and gift card programs and comply with related KOA policies and guidelines on the terms specified by KOA. FRANCHISEE may not offer, accept, or otherwise participate in other discounts promoted by or through other camping-related associations or club memberships.

j. FRANCHISEE shall provide to the public clean and quiet premises, safe drinking water, washbasins, hot showers, flush toilets only, picnic tables, adequate lighting systems, water supply, a sanitary disposal station, weed and insect control, a KOA System map, information on local activities and attractions, and a children's playground; all without additional charge to the customer. FRANCHISEE shall provide a coin laundry, at appropriate charges, and the services of a convenience store that must stock those items listed in and at such minimum levels prescribed in the KOA Quality Assurance and Policy Manual. FRANCHISEE shall not alter or change structures currently existing on the park/campground or add new structures to the park/campground without first obtaining KOA's written consent, which KOA shall not withhold unreasonably. FRANCHISEE shall comply with procedures, policies, rules, and performance and quality standards stated in the KOA

Quality Assurance and Policy Manual. KOA reserves the right to change the KOA Quality Assurance and Policy Manual from time to time.

k. FRANCHISEE shall display and use only KOA-approved signs, Marks, and Internet web sites. If FRANCHISEE uses signs loaned by KOA, FRANCHISEE shall maintain and repair them until returning them to KOA. Franchisee shall not register any Internet domain name or establish or otherwise obtain or acquire any social media account or online business profile account that incorporates, refers to or otherwise uses the Marks or variations thereof without Franchisor's prior written approval. All websites, content, user reviews, postings, listings, and followers related to the foregoing shall be owned by Franchisor. Upon termination of this Agreement, Franchisee shall promptly take all necessary actions to delete or transfer to Franchisor, as directed by Franchisor's in its sole discretion, the registrations and accounts for the foregoing.

l. FRANCHISEE shall devote best efforts to the supervision and conduct of the operation of the park/campground business, personally or through a fully trained general manager identified to KOA in writing. FRANCHISEE shall obtain KOA's prior written approval, which shall not be unreasonably withheld, before contracting with an independent, third party Management Company to manage the park/campground business. KOA, at its discretion, may require the Management Company to receive KOA approved training. FRANCHISEE shall keep the park/campground business open during the time (i) fixed by the FRANCHISEE (which will not be less than ninety (90) consecutive days during each year), (ii) approved by KOA, and (iii) listed in the current KOA Kampground Directory. If FRANCHISEE does not operate the park/campground business for the minimum period, KOA may cancel this agreement.

m. FRANCHISEE shall be responsible for recruiting, hiring and training all persons employed in its park/campground business. All such persons shall be the employees of FRANCHISEE and not the employees or agents of KOA. FRANCHISEE shall determine all terms of employment of such persons, including compensation, and is responsible for supervising employees, setting work schedules, maintaining employment record, and determining when and how to discipline or terminate its employees. FRANCHISEE shall post a written notice at its park/campground business, in the same area as any required legal notices to employees, notifying its employees that they are employees of FRANCHISEE and not of KOA. FRANCHISEE is solely responsible for performing all administrative functions at its park/campground, including payroll and providing workers' compensation insurance. KOA shall have no right to direct FRANCHISEE'S employees.

n. FRANCHISEE shall attend, if FRANCHISEE is new to the KOA System, in person or through a representative acceptable to KOA, a KOA University Orientation in Billings, Montana within one (1) year of the effective date of this agreement. In addition to attendance at the initial KOA University Orientation, all FRANCHISEES must attend at least one KOA Convention during the term of this agreement. For so long as FRANCHISEE's payments of charges for royalty, advertising assessment, and the administrative fee are current, one representative of FRANCHISEE may attend the KOA Convention each year without a registration charge, or, upon the FRANCHISEE's election, two representatives of FRANCHISEE may attend the KOA Convention without registration charges every other year . Not attending the KOA Convention does not entitle FRANCHISEE to any discount or refund of the administrative fee.

o. FRANCHISEE shall not, without first obtaining the written consent of KOA, engage directly or indirectly in any other business activity on the park/campground or engage directly or indirectly in the ownership or operation, as a shareholder, through agents, affiliates, or otherwise, in any business that is the same or substantially similar to the park/campground business. This provision does not preclude ownership of stock traded on a nationally recognized stock exchange.

p. FRANCHISEE shall deliver to KOA, within ninety (90) days following FRANCHISEE's fiscal year end, a copy of the income statement and balance sheet showing the financial results of operations of the park/campground business for that fiscal year. The financial income statement and balance sheet must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. KOA may request other financial statements from FRANCHISEE during the year, and FRANCHISEE must deliver them when and in the form and manner required.

q. FRANCHISEE shall allow KOA's representatives to inspect the park/campground business premises, facilities, records, books, and accounts and shall give free accommodations on the park/campground to KOA's representatives for such time as may be reasonably necessary for this purpose. KOA and FRANCHISEE shall treat any information derived from any inspection as confidential in nature. If KOA is required to resort to legal proceedings to enforce the provisions of this subparagraph, FRANCHISEE shall bear all of KOA's costs and attorney fees, including interest at the above-stated rate.

r. FRANCHISEE shall assume sole and entire responsibility, shall release, discharge and hold KOA harmless, and shall indemnify KOA from any and all claims, liabilities, losses, damages, responsibilities, costs and expenses (including reasonable legal expenses) arising out of, occurring on or in connection with the operation of the park/campground business, including but not limited to: (1) any loss of life or injuries to persons or property; (2) any mechanics lien; (3) any claims for materials furnished or labor performed; and (4) any copyright infringement claim for any photograph, video or music used in

the operation of the park/campground business or uploaded to Franchisee's KOA.com landing page. Franchisee shall not be required to release, discharge, hold harmless or indemnify KOA for any claims, liabilities, losses, damages, responsibilities, costs and expenses arising out of KOA's sole negligence or willful misconduct. The provisions of this paragraph shall survive the termination, transfer or expiration of this agreement.

s. Before commencing construction of the park/campground, FRANCHISEE, at its sole cost, shall procure and maintain insurance that protects against any loss, liability, or expense resulting from personal injury, death, property damage, or otherwise arising out of or in connection with the construction, operation, condition, use, or occupancy of the park/campground or the ownership and operation of the park/campground business on terms and conditions specified from time to time by KOA. This insurance must protect the FRANCHISEE, KOA, and the officers and employees of FRANCHISEE and KOA from all loss. FRANCHISEE shall name KOA as an additional insured in all of FRANCHISEE'S insurance policies pertaining to operation of the park/campground business on a form substantially similar to ISO-CG-20-29-11-85, except where such policies provide U.S. workers' compensation or employer's liability insurance. FRANCHISEE must obtain insurance from responsible insurance companies or company groups that hold a Best's rating of "A-" or better and with a financial category of at least "VII" or better. Without limiting the foregoing FRANCHISEE's insurance must provide:

(1) Comprehensive general public liability insurance, including products and completed operations, contractual and personal injury liability, with limits of not less than a $2,000,000 combined single limit for personal injury and property damage;

(2) Owned, non-owned, hired, or leased automobile liability insurance with limits of not less than a combined single limit of $1,000,000 for bodily injury and property damage; and

(3) Workers' compensation coverage to the broadest extent available in the FRANCHISEE's state or employer's liability with minimum limits of $1,000,000 to the extent the FRANCHISEE does not come under the state workers' compensation laws.

(4) Any other insurance that KOA may require from time to time.

FRANCHISEE shall secure stopgap coverage in states with a monopolistic state fund. The insurance afforded by FRANCHISEE's policy or policies must be primary and non-contributing with any insurance maintained by KOA, and may not be limited in any way because of any insurance which KOA may maintain. Each year of the Term, FRANCHISEE shall provide to KOA a Certificate of Insurance, including the endorsement naming KOA as an additional insured. KOA reserves the right to require FRANCHISEE to provide KOA a certified copy of the insurance policy, before construction commences, and annually thereafter. Such certified copy of the insurance policy must show compliance with the foregoing requirements. FRANCHISEE's insurance policy or policies must state that no party may alter or cancel the insurance without at least 10 days' prior written notice to KOA. KOA reserves the right to vary these insurance requirements at its sole discretion on a case-by-case basis. Variance or suspension of these standards to accommodate unique circumstances will not waive KOA's right to enforce later the full standards herein stated. While KOA does not anticipate that any variance specified or granted under this subparagraph will increase the coverage requirements, it cannot exclude this possibility.

t. FRANCHISEE shall:

(1) maintain a high moral and ethical standard and environment at the park/campground and in the operation of the park/campground business;

(2) comply with all local, state and federal laws, ordinances, rules, and regulations pertaining to the park/campground and park/campground business;

(3) maintain the park/campground and accommodations in a clean, safe, and orderly manner; and

(4) deliver efficient, courteous, and high quality services to the public.

u. FRANCHISEE shall comply with all mandatory rules, regulations and directives contained in this agreement and in KOA's Quality Assurance and Policy Manual, as amended from time to time. FRANCHISEE acknowledges that KOA's Quality Assurance and Policy Manual is designed to protect the System and the Marks, and not to control the day-to-day operation of the park/campground business.

v. FRANCHISEE shall use best efforts to promote FRANCHISEE's park/campground business and encourage the use of the KOA System on an international basis by the traveling public.

4. **SERVICES OF KOA TO FRANCHISEE**

a. KOA shall make available to FRANCHISEE, upon request, all of KOA's services, including consultation with KOA officials and management personnel regarding construction and operation of a park/campground and/or park/campground

business, so that FRANCHISEE may access KOA and KOA System experience and knowledge relating to such problems.

b. KOA shall loan FRANCHISEE a park/campground development plan and a copy of KOA's Campground Development Guidelines Manual, and KOA Quality Assurance and Policy Manual and provide FRANCHISEE, upon request, with site analysis and promotional guidance. KOA, however, shall not provide FRANCHISEE any engineering or architectural studies or services.

c. KOA shall make available to FRANCHISEE, upon request, such information as KOA may have from time to time with respect to prices of equipment and supplies.

d. KOA shall periodically distribute the KOA Campground Directory.

e. KOA shall work with campground equipment manufacturers, suppliers, and other interested organizations to encourage camping in general and utilization of KOA facilities in particular.

f. KOA shall loan FRANCHISEE a suitable standard KOA sign for use at the park/campground entrance. KOA may elect to loan highway signs to FRANCHISEE, as KOA may determine are necessary and appropriate.

5. **KOA-CREATED MEDIA DOCUMENTS, SYSTEMS AND MESSAGES**

KOA takes every precaution to make certain all KOA-created media documents, systems and messages, including the KOA Campground Directory (the "Directory"), the "koa.com" Internet web site, and KampSight/K2 KampSight, contain correct listings of all of the KOA Campgrounds and other information. KOA and FRANCHISEE, however, recognize the possibility for errors and omissions. KOA shall use its best efforts to correct any electronic error or omission within thirty (30) days of its discovery by KOA or notification by FRANCHISEE, whichever is later.

FRANCHISEE shall not hold KOA liable for such errors or omissions, and FRANCHISEE hereby releases KOA and holds it harmless from all claims, liabilities, responsibilities, and damages arising out of any errors or omissions contained in any KOA-created media documents, systems and messages.

6. **TERM**

This agreement is effective for five (5) years, commencing with the effective date and ending with the expiration date stated on the first page (the "Term").

7. **RENEWAL**

If FRANCHISEE keeps and performs all of the covenants and agreements stated herein during the Term, FRANCHISEE may execute a renewal franchise agreement to take effect upon the expiration of the Term. If FRANCHISEE qualifies for and elects to execute a renewal franchise agreement, KOA and FRANCHISEE shall, subject to compliance with any applicable franchise disclosure laws, enter into a renewal franchise agreement upon the then-current terms offered by KOA which terms may vary materially from those contained in this Agreement. KOA shall not charge an initial franchise fee for the signing of the renewal franchise agreement. If FRANCHISEE otherwise appears to meet the conditions for renewal, then within three (3) months prior to the expiration of the Term, KOA will provide to FRANCHISEE its then-current form of Franchise Agreement, and instructions for execution of that agreement if FRANCHISEE desires to renew the franchise. If FRANCHISEE does not comply with the terms provided, including returning the executed Franchise Agreement to KOA prior to the expiration of the Term, FRANCHISEE will be deemed to have declined to exercise its renewal option, and FRANCHISEE will have no further right of renewal. At that point, KOA may permit other parties to establish a park/campground in the Franchise Territory, and may itself own and/or manage a park/campground business in the Franchise Territory. In the event this agreement expires at the end of the term and is not timely renewed unless KOA has provided notice to the contrary, this agreement shall continue on a month to month basis on the same terms and conditions specified herein, except that KOA may then terminate this agreement for failure to renew upon thirty (30) days' notice of terminationto FRANCHISEE.

8. **TERMINATION AND LIQUIDATED DAMAGES**

If any violation or default in the FRANCHISEE's performance of this agreement continues for thirty (30) or more days after written notice from KOA of the violation or default, KOA may terminate this agreement. Without limiting the generality of the foregoing, KOA may terminate this agreement:

a. If FRANCHISEE violates any term, provision, covenant or condition contained herein, including but not limited to FRANCHISEE's failure to make payment to KOA of any amounts due for royalty, advertising assessment, administrative fee, or any other charge;

b. If FRANCHISEE fails to commence and complete construction of the park/campground within the times stated above;

c. If FRANCHISEE fails to comply with the services or procedures, policies, or rules, or performance and quality standards established by KOA;

d. If FRANCHISEE materially impairs the goodwill associated with the KOA System;

e. If FRANCHISEE fails to make payment to KOA of any other amount owed KOA, including but not limited to payments covering merchandise, inventory, goods, fixtures, equipment, interest, and like items;

f. If a petition in bankruptcy or an application for any other relief under any provision of applicable bankruptcy and/or insolvency law is filed by or against FRANCHISEE;

g. If FRANCHISEE makes an assignment for the benefit of creditors;

h. If a receiver or trustee is appointed for the assets or affairs of FRANCHISEE; or

i. If FRANCHISEE cannot pay debts as they become due and payable.

Thirty (30) days after delivery of default notice, and if FRANCHISEE fails to cure the default, KOA may deliver to FRANCHISEE notice of termination, and this agreement will terminate without further right to cure.

KOA may in its sole discretion, terminate the Franchise Agreement immediately if the FRANCHISEE abandons the franchise location and such abandonment remains uncured for 7 days after notice by KOA. The term abandonment includes instances where campers cannot physically enter the campground property or the campground operation is not open for business because staff is not present to serve the campers with registration, campground maintenance and customer service. Abandonment can only occur when the campground should otherwise be open for business as set forth in the current year's KOA Directory. Abandonment cannot occur if the FRANCHISEE is forced from the campground property due to an act of nature or other cause beyond the FRANCHISEE's reasonable control. Financial difficulty is not a cause beyond a FRANCHISEE's reasonable control.

KOA may also terminate this agreement, immediately upon notice to FRANCHISEE, if FRANCHISEE takes or suffers any action that materially impairs the goodwill associated with the KOA System or the Marks, and does not remedy such impairment within twenty-four (24) hours after notice from KOA.

FRANCHISEE shall be liable in damages to KOA for all amounts due on or after the effective date of such termination. In the event this agreement terminates for any one or more of the reasons stated above, or for any other cause or reason, KOA may retain all sums of money previously paid by FRANCHISEE for services rendered by KOA and for value received by FRANCHISEE or otherwise.

FRANCHISEE may terminate this agreement before the end of the Term provided FRANCHISEE pays liquidated damages to KOA. The liquidated damages will represent the best estimate of FRANCHISEE and KOA regarding damages for early termination and not a penalty, damages for breach, or payment in lieu of any other remedy. FRANCHISEE shall pay to KOA any money otherwise due to KOA. These provisions, including the sale for alternate use provisions, do not alter KOA's right to purchase as set forth in Paragraph 11. If termination is due to a decision to exit before the end of the Term or due to selling the park/campground business for continued independent park/campground use, the liquidated damages will consist of all royalty and advertising assessments for the remainder of the Term. The amount due will be determined by averaging the total monthly royalties and advertising assessments made or due for two (2) years prior to the notice and multiplying that average monthly amount by the exact number of the months remaining in the Term. No liquidated damages are due if termination is due to a sale for alternate use, (i.e. a use other than a recreational vehicle park or campground), which follows at least one (1) year's written notice to KOA. In the event of a sale for alternate use without one (1) year's written notice, liquidated damages owed to KOA will consist of one (1) year's royalty and advertising assessments equal to the payments made or due for the last full year prior to the sale for alternate use. FRANCHISEE shall document the alternate useand warrant in a Mutual Cancellation Agreement that the property will not operate as a park/campground business for at leastfive (5) years from the date of termination.

9. **OBLIGATIONS UPON TERMINATION AND EXPIRATION**

In the event this agreement expires or terminates, for any reason or cause, FRANCHISEE shall immediately cease to use the KOA System, or any part thereof, directly or indirectly, by advertising or otherwise. FRANCHISEE shall cease to use and shall withdraw from use all interior and exterior signs, furnishings, advertising matter, Internet web sites, KOA System-related computer hardware and software and any other articles that display the names "Kampgrounds of America", "KOA", or any combination of them. FRANCHISEE shall cease to use and shall withdraw from use the trade names, trademarks,

service marks, certification marks, copyrights, designs, slogans, names, and matters used by the park/campground business and which identify the park/campground with the KOA System, or which are similar thereto or suggestive thereof. FRANCHISEE shall not use the terms "former KOA", "ex-KOA", "prior KOA" or any other similar terms denoting an association or relationship with KOA and shall not represent to the public that FRANCHISEE is a franchisee or that the park/campground business is associated with the KOA System. FRANCHISEE shall distinguish the park/campground business from park/campground businesses operated within the KOA System and avoid all possibility of any confusion by the public. KOA may obtain injunctive and equitable relief, including attorney fees and court costs, and any other relief that a court of competent jurisdiction may order for a violation of the terms and conditions of this paragraph.

KOA may purchase, for their fair market value, all of the signs or signboards owned by FRANCHISEE that use the Marks or otherwise identify the campground as KOA-franchises. FRANCHISEE may retain the materials supporting the signboard and all of the backing materials located to the rear of the sign or signboard. Upon tendering the fair market price, KOA may enter the premises where a sign is located, and remove it, and FRANCHISEE shall not assert or claim trespass by KOA. If FRANCHISEE leases any signs, KOA may assume the lease or leases and cause removal of the sign or signboard or cause obliteration of Marks or other KOA identity items or symbols. FRANCHISEE shall deliver any KOA-owned signs to KOA at FRANCHISEE's expense and in the same condition as when received, except for reasonable wear and tear. In the event FRANCHISEE refuses to deliver KOA-owned signs to KOA, KOA may enter the FRANCHISEE's premises and take possession of the signs, and FRANCHISEE shall not assert or claim trespass by KOA.

If FRANCHISEE fails to remove KOA signs or to obliterate Marks, FRANCHISEE shall pay to KOA a charge of one hundred dollars ($100.00) per day, per trademark and sign, until KOA receives conclusive evidence of the removal of the signs or obliteration of the Marks.

FRANCHISEE shall pay all monies owed KOA or its affiliates under this agreement or any promissory notes (whether or not due by the note's terms) or other indebtedness, including liquidated damages as calculated above, on or before the date of termination or expiration of this agreement. Should the park/campground be subject to a sale, FRANCHISEE shall either pay all amounts due to KOA on or before the closing date via wire transfer or direct the title company or other applicable escrow agent to include all monies owed to KOA on FRANCHISEE's closing settlement statement to be paid as part of the transaction closing .
FRANCHISEE shall return to KOA all manuals, bulletins, instruction sheets, forms, plans, logo signs, advertising material, stationery, customer lists, registration receipts, or other material relating to the KOA System, whether used or unused. Further, FRANCHISEE shall transfer to KOA, the toll-free reservation number listed in the Directory and on the "koa.com" Internet web site. FRANCHISEE shall cancel other telephone numbers, directory listings, advertising, and Internet web sites and listings that link the park/campground to the KOA System. FRANCHISEE hereby appoints KOA as FRANCHISEE's irrevocable attorney in fact to accomplish such cancellations. FRANCHISEE shall cooperate and execute any documentation necessary for this purpose.

10. **AUDIT**

FRANCHISEE shall make all of its financial books and records pertaining to the park/campground business available for inspection and audit by KOA. KOA shall pay all of KOA's inspection and/or audit expenses, unless the report which follows the audit shows a deficiency in the payment of royalty or advertising assessment, or both, which is more than 5% of the amount which should have been paid. In this event, FRANCHISEE shall pay KOA's audit expense. KOA will not be responsible for any of FRANCHISEE's audit expenses, under any circumstances. FRANCHISEE and KOA shall deem KOA's final audit report conclusive, and FRANCHISEE shall pay to KOA two times the reported underpaid amounts within ten (10) days of receipt of a copy of the final audit report.

11. **RIGHT TO PURCHASE**

If FRANCHISEE is interested in selling or leasing its park/campground, KOA encourages FRANCHISEE to discuss such interest with KOA prior to initiating any sales efforts or retaining a broker as KOA may be interested in purchasing the park/campground, thus saving FRANCHISEE many of the costs of a sale, or may have suggestions that can help FRANCHISEE better position the park/campground for sale. In any event, FRANCHISEE hereby grants to KOA the right to purchase or lease the park/campground business, to include the land, appurtenances, and buildings, or any interest or portion of them, on the same terms and conditions (except as otherwise provided below) that FRANCHISEE may receive via a written offer by a prospective and bona fide purchaser or lessee, where such offer is deemed acceptable to FRANCHISEE.

Upon receipt of an acceptable offer, FRANCHISEE shall send the following to KOA: a copy of the offer; a copy of the fully executed proposed agreement to purchase or lease (together with all schedules and exhibits); a legal description of the park/campground; and a list of all personal property and inventory subject to the offer. If FRANCHISEE is selling its park/campground as a part of a transaction in which multiple properties and assets are being sold, the park/campground

operated hereunder shall be the subject to a separate purchase agreement with a separate and distinct purchase price for the park/campground. KOA shall respond as to whether or not it will exercise its right to purchase or lease no later than thirty (30) days after receipt of these required documents. This thirty (30) day period shall not start to run unless and until KOA receives copies of the above listed documents. If KOA exercises its right to purchase or lease, the purchase or lease transaction shall be on the same terms and conditions as the bonafide offer; provided, however, that (i) KOA shall have the right to substitute equivalent cash for any non-cash consideration included in the offer or agreement to purchase or lease based on the fair market value of the non-cash consideration as of the effective date of the offer or agreement to purchase or lease, (ii) KOA shall have the right to assign its right to purchase or lease to an assignee of its choosing, and (iii) the applicable dates in the offer (including the due diligence period, title review period, earnest money deposit, and the closing date) as applied to KOA shall be extended on a day-for-day basis by the number of days in the period from the effective date of the proposed agreement to purchase or lease and the date of notice of exercise of the right to purchase or lease. Further, if the proposed transaction involves the sale or lease of other properties or other items that are not used in the operation of the park/campground business, the transaction shall still be subject to KOA'sright to purchase or lease, but KOA may, at its option, exclude some or all of those other items and the consideration payableto FRANCHISEE shall be reduced by the fair market value of such excluded items. If FRANCHISEE is a corporation, limited liability company, or other entity, this right to purchase will also apply to one or more sales or transfers, directly or indirectly, by which an aggregate of 50% or more of the entity's equity is sold or transferred, directly or indirectly, to one or more persons who are not shareholders, members or other equity holders as of the effective date of this agreement. If KOA does not exercise its right to purchase or lease, FRANCHISEE may sell or lease to the offeror on the terms offered, except that (i) nothing herein will be construed as releasing the FRANCHISEE or, if applicable, the assignee of this agreement, fromthe continuing obligation to operate a KOA-franchised park/campground business after the transfer of the real property and its improvements, and (ii) if the sale or lease to the offeror is not completed within sixty (60) days following KOA's notice that it does not intend to exercise its right of first refusal, or if there are any material modifications to the terms under which the transaction is to be consummated (including any change of more than One Thousand Dollars ($1,000) in the consideration to be received by FRANCHISEE), then a new notice must be provided to KOA and an additional option periodmust expire, as set forth above, prior to the completion of any transaction.

12. **TRANSFER**

FRANCHISEE shall not sell, assign, transfer, pledge, mortgage, lease, option, give away or in any way encumber, directly or indirectly, this agreement or anyright or interest of FRANCHISEE hereunder (any of the foregoing being a "Transfer"), without the prior written consent of KOA; nor shall FRANCHISEE change his/her/its legal name, in a way that is not otherwise considered to be a Transfer, without the prior written consent of KOA; nor shall FRANCHISEE suffer or permit any assignment, transfer, or encumbrance by judicial process or operation of law. Further, the transfer of title or any of FRANCHISEE'S interest in the underlying real estate shall not terminate this agreement or shorten the Term.

KOA will not unreasonably withhold its consent if:

a. FRANCHISEE is fully compliant with this agreement, all defaults are cured, and all of FRANCHISEE's debts and financial obligations to KOA are paid;

b. The proposed assignee has signed a new franchise agreement, on the form and under the policies then used by KOA in the sale of franchises ;

c. The proposed assignee has agreed and arranged to complete KOA University Orientation in Billings, Montana;

d. The proposed assignee has submitted any statements and other documents KOA may reasonably request and KOA has determined that the proposed assignee meets all of KOA's standards for new franchisees and assignees;

e. FRANCHISEE has signed a general release, in a form satisfactory to KOA, releasing, to the fullest extent permitted by law, all claims that FRANCHISEE may have against KOA, including its respective shareholders, officers, directors, and employees, in both their individual and corporate capacities; and

f. The proposed assignee has paid to KOA a franchise fee of ten thousand dollars (10,000.00).

If FRANCHISEE is a corporation, limited liability company, or other entity, an assignment under the terms of this paragraph includes one or more transfers, pledges, or mortgages by which an aggregate of 50% or more of the company's voting equity is beneficially and legally vested in or encumbered in favor of a party or parties who are not shareholders of at least 50% of the equity as of the effective date of this agreement. FRANCHISEE shall notify KOA and obtain KOA's written consent of any change to the ownership structure as set forth in "Exhibit B" attached to this agreement, the entity/individual acting as franchisee, assignment by death, transfer to a family member, or any other change in ownership of the recreational vehicle park/campground business operated as a KOA hereunder.

If FRANCHISEE is an individual, FRANCHISEE may assign this agreement without the payment of the franchise fee to; (i) a corporation, limited liability company, or other entity, after the effective date; however, the FRANCHISEE must own at least 51% of all of the voting shares of stock of the corporation or membership interests of the limited liability company; (ii) a family member; however, the family member must pay KOA the costs of orientation training, including transportation and living expenses. For the purpose of this paragraph and the following paragraph, “family member” means FRANCHISEE’s spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law, adopted, half and step members.

If FRANCHISEE dies, the representative of the FRANCHISEE’s estate may assign the FRANCHISEE's interest in this agreement to a family member, and KOA shall not charge a transfer fee; however, the family member must pay KOA the costs of orientation training, including transportation and living expenses. In the event of a transfer to a family member upon death of FRANCHISEE, KOA must be notified within ten (10) days of the transfer. In such event, KOA’s consent will not be unreasonably withheld.

13. **RELATIONSHIP OF PARTIES**

FRANCHISEE shall not act as agent of KOA or any of its affiliates for any purpose. FRANCHISEE shall not represent or imply to any vendor or to others that it is an agent of KOA or that KOA is responsible for the obligations of FRANCHISEE or for the operation of FRANCHISEE’S park/campground. FRANCHISEE shall act as an independent contractor and shall accept responsibility for all obligations and liabilities of, and for all loss or damage to, the park/campground or the park/campground business. This includes personal property, equipment, fixtures, or real property connected with the park/campground business and all claims or demands based on damage or destruction of property, or based on injury, illness, or death of any person or persons, directly or indirectly, which result from the operation of the park/campground business. FRANCHISEE shall display prominently a placard or other visual device expressly announcing the independently owned and operated status of the park/campground business. The relationship existing between KOA and FRANCHISEE under the terms of this agreement does not create, nor shall any operations performed by KOA or FRANCHISEE under this agreement constitute, a joint endeavor, joint venture, undertaking, association, partnership or principal-agent, employer-employee, or trustee-beneficiary relationship of any type. Nothing stated in this agreement imposes upon KOA or FRANCHISEE any responsibility for the obligations assumed by the other in this agreement.

14. **NAME OF KOA CAMPGROUND**

FRANCHISEE shall not adopt or use any name for the park/campground business, including the brand positions Journey, Holiday and Resort, without first obtaining KOA’s written consent to the use of the desired name. FRANCHISEE may not use "KOA", "Kampgrounds of America", or any registered mark of KOA in any of FRANCHISEE’s business entity names.

15. **WAIVERS**

No delay, waiver, omission, or forbearance on the part of KOA to exercise any right, option, duty, or power arising out of any breach or default by FRANCHISEE, or by any other franchisee, of any of the terms, provisions, or covenants stated in this agreement will constitute a waiver by KOA to enforce any such right, option, or power as against FRANCHISEE, or as to subsequent breach or default by FRANCHISEE.

The failure, neglect or delay of a party to exercise any right it may have against the other, or to insist upon full compliance by the other party with its obligations under this Agreement, shall constitute a waiver of any default, misrepresentation, violation of law, deficiency or breach, and shall preclude exercise or enforcement of any right or remedy arising therefrom, unless written notice of such default, misrepresentation, violation of law, deficiency or breach is provided by the non-defaulting party (which written notice may include email) to the other within twelve (12) months after such default, misrepresentation, violation of law, deficiency or breach occurs, but the waiver of any prior deficiency or breach of any provision with this Agreement shall not affect the obligation of the party to comply with the obligation or provision in the future; provided, however, that this waiver will not apply to FRANCHISEE’s reporting of Total Registration Receipts, or underpayment of any fees FRANCHISEE owes to KOA that are tied to the amount of Total Registration Receipts, or to any indemnification obligation FRANCHISEE has to KOA under this Agreement.

KOA and FRANCHISEE hereby waive any right to, or claim for, punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other. In the event of a dispute between them, KOA and FRANCHISEE shall limit claims for recovery to actual damages plus applicable interest, except as otherwise provided in Paragraph 8 herein.

FRANCHISEE AND KOA HEREBY IRREVOCABLY WIVE TRIAL BY JURY OF ANY ACTION, PROCEEDING OR COUNTER-CLAIM, WHETHER IN LAW OR EQUITY, BROUGHT BY EITHER PARTY.

16. **PARTIAL INVALIDITY**

Any provision of this agreement which is prohibited by law or by court decree in any locality or state will be suspended to the extent of such prohibition without invalidating or affecting the remaining provisions of this agreement, or without invalidating or affecting the provisions of this agreement within states and localities where not prohibited by law or court decree.

17. **INTERPRETATIONS AND FORUM**

KOA and FRANCHISEE negotiated, executed and delivered this agreement within the State of Montana, and performance of this agreement is at Billings, Yellowstone County, Montana. This agreement and the rights and obligations of the parties will be determined by and governed in accordance with the laws of Montana and any legal action relating to this agreement shall be commenced and maintained exclusively before any appropriate state or federal court of record in Billings, Yellowstone County, Montana. Furthermore, the parties waive any right to challenge or otherwise object to personal jurisdiction or venue (including, without limitation, any objection based on inconvenient forum grounds) in any action commenced or maintained in such courts. Notwithstanding the above, the trademark and service mark provisions are subject to federal trademark law. A party wishing to proceed through an action, suit, or proceeding with respect to trademarks, service marks, trade names, copyrights or other intellectual property rights may do so without limitation, protecting any of the same against infringements and recovering compensation or damages for their use. The losing party must compensate the prevailing party for attorney's fees, court costs, and other reasonable expenses incurred in any such action by the prevailing party.

18. **KOA COMPLIANCE WITH STATE LAWS**

Notwithstanding any other provision of this agreement, to the extent that the provisions of this agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, nonrenewal, or consent to or conditions of assignment, other than in accordance with applicable law, such provisions shall, to the extent they are not in accordance with applicable law, be superseded by said law, but only to the extent that are not in accordance with applicable law, and KOA shall comply with applicable law in connection with each of these matters.

19. **OWNERSHIP INFORMATION**

All of the information KOA obtains about FRANCHISEE's operation of its park/campground business shall be owned by KOA (the Information). FRANCHISEE may use the Information during the Term in the operation of the park/campground business to the extent lawful and at FRANCHISEE's sole risk and responsibility. FRANCHISEE shall always have the right, during the Term and after termination of this agreement, to retain and use any guest Information FRANCHISEE obtains from its operation of its park/campground business. KOA may use all of the Information for any purpose it determines in its reasonable business judgment, and any revenues it may derive from the Information will be KOA's property.

20. **EXERCISE OF BUSINESS JUDGMENT**

Except as otherwise expressly stated in this agreement, any consent or approval required to be obtained from KOA, or decision to be made by KOA, may be granted or made by KOA in its sole and exclusive business judgment, which may take into account KOA's assessment of, among other things, the long-term interests of KOA, the System and the Marks, without regard to its effect on any individual FRANCHISEE or park/campground. KOA's judgment shall prevail even in cases where other alternatives may be reasonable, so long as KOA is acting in a way that could benefit the System, enhance the value of the Marks, increase customer satisfaction, or minimize possible consumer, brand or location confusion. If KOA's activities or decisions are supported by its business judgment, no court or judge or trier of fact, or any other person reviewing those activities or decisions may substitute his, her or its judgment for KOA's judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term inters of both KOA and its franchisees taken together, require that KOA have the latitude to exercise its business judgment in administering, managing and overseeing the System.

21. **FORCE MAJEURE**

If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, adverse orders or rulings of the government of the United States or the State where the campground is located or any civil or military authority, insurrections, riots, epidemics, pandemic, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the reasonable control of the party, or which the party could not have avoided by the exercise of reasonable due diligence and care. It is understood

and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

22. **ATTORNEY'S FEES**

If any legal action or other proceeding is commenced which is related to this agreement, the losing party shall pay the prevailing party's actual attorneys' fees and expenses incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, settlement or otherwise.

23. **CONSTRUCTION**

All terms and words used in this agreement, regardless of the number and gender in which they are used, include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this agreement or any paragraph or clause herein may require. If FRANCHISEE consists of two or more individuals, companies, associations or other entities, such individuals, companies, associations or entities are jointly and severally liable hereunder.

24. **NOTICES**

KOA and FRANCHISEE shall give notice or make demands required by this agreement in writing. A notice or demand is effective:

a. when delivered (if notice is delivered in person, by U.S. Express Mail or by private overnight courier service);

b. upon the earlier of the date of actual delivery, as shown by the addressee's return receipt; or

c. upon the expiration of three (3) business days after the date of mailing (if notice is sent by registered or certified mail, postage prepaid, return receipt requested).

KOA and FRANCHISEE shall direct notices to the receiving party's address used in the introductory paragraph of thisagreement. KOA and FRANCHISEE must direct notice of address changes to each other in writing.

25. **HEADINGS**

The headings as to the contents of particular paragraphs in this agreement are inserted only for convenience and may not be construed as part of this agreement or as a limitation on the scope of the particular paragraphs to which they refer.

26. **REPRESENTATIONS BY AND RESPONSIBILITIES OF KOA**

No agent or representative of KOA has authority to make any representations, statements, warranties, or agreements not herein expressed, including but not limited to development costs, the availability of financing, the cost and availability of land within the Franchise Territory, the likely results that will be achieved by the operation of the park/campground, or the potential success of the park/campground.. FRANCHISEE is solely responsible for decisions as to these matters. KOA assumes no responsibility for obtaining FRANCHISEE's financing for the construction, development, and operation of the park/campground business or for the success or profitability of the park/campground business franchised by this agreement.

27. **MISCELLANEOUS**

Time is of the essence under this agreement. It contains the full and entire agreement between KOA and FRANCHISEE, and KOA and FRANCHISEE may not amend it, except in writing. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, other than those stated in the Franchise Disclosure Document (delivered to FRANCHISEE prior to FRANCHISEE's execution of this agreement); in this agreement; or in any other writtenagreement between FRANCHISEE and KOA that is executed by an authorized officer of KOA. No agreement of any kind will bind KOA and FRANCHISEE unless and until the agreement is written and duly executed by both of them.

28. **VALIDITY AND PAYMENTS**

This agreement is not valid until signed by the FRANCHISEE and by an authorized officer of KOA. All payments required by this agreement must be made payable to Kampgrounds of America, Inc.

29. **COUNTERPARTS**

To facilitate execution, this Agreement may be executed by electronic signature and in as many counterparts as may be necessary, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all

purposes.

The undersigned FRANCHISEE affirms that the diagram depicted in Exhibit B attached hereto and incorporated herein by this reference is an accurate representation of the legal structure of _____, LLC/INC. (and the owner and FRANCHISEE), and the undersigned has the authority to execute this agreement on behalf of FRANCHISEE.

FRANCHISEE and KOA are signing this agreement on the date indicated below their signatures.

FRANCHISEE

By:_____

Name: _____

Its: _____

By:_____

Name: _____

Its: _____

Date Executed: _____

KAMPGROUNDS OF AMERICA, INC.

By:_____

Name: _____

Its:_____

Date Executed: _____

IF FRANCHISEE IS NOT THE OWNER OF THE LAND ON WHICH THE PARK/CAMPGROUND IS LOCATED:

The undersigned acknowledges that it is the owner of the land on which FRANCHISEE's park/campground is located and will receive benefit from the grant of a KOA franchise to FRANCHISEE. Therefore, in consideration of KOA's execution of this Franchise Agreement and the grant of a KOA franchise to FRANCHISEE, the undersigned agrees to be bound by all the provisions of Paragraph 11 of the within Agreement, and the enforcement provisions of this Franchise Agreement, to the same extent asif the undersigned were a signatory to the Franchise Agreement.

NAME OF PROPERTY OWNER: _____

By:_____

Its:_____

Date Executed: _____

TERRITORY MAP

The above map is a visual representation only of your territory.

KOA FRANCHISE AGREEMENT NEW CONSTRUCTION ADDENDUM

THIS KOA Franchise Agreement Addendum is by and between Kampgrounds of America, Inc. ("KOA"), a Montana corporation, and _____ ("FRANCHISEE ") located at _____. This Addendum is an integral part of Franchise Agreement No. XX-XXX W-1 (the "Franchise Agreement") by and between KOA and FRANCHISEE and is effective on the same date the Franchise Agreement is effective.

KOA and FRANCHISEE have entered into that certain Franchise Agreement referenced above for the purpose of the design, development, construction and operation of a campground located at:

KOA and FRANCHISEE agree as follows:

1. Initial Franchise Fee.

a. Upon KOA's approval of the proposed location and franchise application, FRANCHISEE shall pay KOA the one-time initial Franchise Fee ("Franchise Fee") of $30,000 on the same date FRANCHISEE signs this addendum and the Franchise Agreement.

b. If FRANCHISEE elects not to proceed with the construction of the KOA Campground (the "Project") or if zoning approval for the Project is denied **prior** to the physical site evaluation visit, $30,000 of the Franchise Fee will be refunded to the FRANCHISEE.

c. Once KOA receives the Franchise Fee and a current survey is available, it will plan a visit to physical site for evaluation and in preparation of beginning the design of the new campground. Should KOA determine the site is not viable for construction of a new KOA campground or if FRANCHISEE elects not to proceed with the Project prior to design service being provided by KOA, $25,000 will be returned to FRANCHISEE. ($5,000 for KOA's time and all travel expenses incurred by KOA personnel for the site evaluation visit.)

d. Should zoning approval be denied or FRANCHISEE is unable to obtain a conditional use permit **after** the scale design and development plan is prepared by KOA and it is **within one (1) year** from the time the scale design and development plan was completed and provided to FRANCHISEE, $10,000 may be refunded to FRANCHISEE.

e. No refunds of the Franchisee Fee, in any amount, will be issued for any reason other than those stated above and within the specific time frames outlined above.

2. Campground Design and Development Services.

a. After KOA completes its physical site evaluation visit and deems the property viable, it will prepare a development plan to scale for the property that includes site detail plans. A topographical survey with 2' to 5' elevation intervals must be provided to KOA by FRANCHISEE. This survey must be in AutoCAD format. The survey shall include any property setbacks and easement or Right of Way information as well as the location of local roads and existing utilities.

b. The KOA Design Team will utilize the surveys and any existing site design as a basis for the production of the KOA approved design. If available, FRANCHISEE will provide KOA an AutoCAD copy of any existing site designs.

c. The design and development plans will include scaled drawings, designed in AutoCAD, based on the survey provided by FRANCHISEE, detailing entrance, roads, traffic flow (including stacking lanes), RV, Deluxe Cabin, Camping Cabin and Tent Site locations, all designed to KOA Standards in accordance with FRANCHISEE's desired KOA Brand Position (Journey, Holiday or Resort).

d. The design and development plans will include recommended locations for the main building, satellite bath house (if required), pavilions, recreation facilities and other amenities as requested by FRANCHISEE.

e. The design and development plans will include a complete set of scaled site detail drawings for construction development.

f. The design and development plans will include the recommended placement of sewer and water lines that may be used

only in conjunction with a certified Civil Engineer. KOA does not offer this service in-house, but does maintain relationships with preferred partners that may be available to assist with the project subject to the preferred partners' own fees, costs and discretion.

g. The design and development plans will include a fully developed electrical plan, including layout, single line diagrams, wire size and voltage drop calculations and service size recommendations. KVA calculations provided if local utility request this information. Electrical plans provided by KOA are completed in accordance with the current edition of the NFPA 70, National Electric Code.

h. The design and development plans and designs provided by KOA meet or exceed the 2010 American Disabilities Act standards and include RV and Cabin Patio and Handicap Accessible sites.

3. KOA Confidential and Proprietary Information.

a. Confidential and Proprietary Information means any and all information not in the public domain, in any form, emanating from or relating to Kampgrounds of America, Inc. (hereinafter "KOA") including, but not limited to, trade secrets, technical information, costs, designs, drawings, processes, systems, methods of operation and procedures, formulae, test data, know-how, improvements, price lists, financial data, invoices and other financial statements, computer programs, data storage devices and printouts, sketches, and plans (engineering, architectural or otherwise), information about equipment and processes (including specifications and operating manuals), or any other compilation of information written or unwritten that is used in the business of KOA that gives KOA any opportunity to obtain an advantage over competitors of KOA who do not know or use such information. By signing this Addendum, FRANCHISEE agrees and acknowledges that all Confidential and Proprietary Information, in any form, and all copies and extracts thereof, are and shall remain the sole and exclusive property of KOA and, upon termination of the relationship with KOA, FRANCHISEE hereby agrees to return to KOA the originals and all copies of any Confidential and Proprietary Information provided to or acquired by FRANCHISEE during the course of the relationship. Except as ordered by a court of competent jurisdiction, FRANCHISEE expressly agrees never to disclose to any person or entity any Confidential and Proprietary Information either during the course of the relationship or at any time after the relationship is terminated except with the express written authorization and consent of KOA.

b. FRANCHISEE will not be eligible for any of the refundable amounts outlined above without return of all proprietary and confidential information.

4. KOA Branding and Operation after Construction

a. Upon completion or near completion of construction, KOA Franchise Development Services Personnel will facilitate "on-site" branding and marketing of the campground.

b. Along with the Franchise Agreement and this Addendum, KOA shall provide FRANCHISEE additional documents to assist FRANCHISEE in learning the KOA systems and to meet or exceed KOA's brand, facility, and operating standards.

1) The *KOA Quality Assurance & Policy Manual* provides specific standards, guidelines, and system policies central to preserving the KOA brand. The Campground must maintain a minimum overall impression of quality, safety, and cleanliness during the course of FRANCHISEE's association with KOA. Used as a compliance guide, the KOA Quality Assurance & Policy Manual is a guiding tool for FRANCHISEE in meeting and exceeding KOA's standards for quality, safety and cleanliness.

2) The *KOA Brand Style Guide* prescribes the creation, use, and display of KOA-registered trademarks and marketing guidelines. Franchisee shall not use the words Journey, Holiday or Resort in association with their KOA name or in advertising without KOA's written approval.

c. KOA Signage:

1) Entrance: KOA shall provide to FRANCHISEE an entrance sign to the KOA Campground (actual cost up to $6,000) and shall strive to minimize installation costs while maintaining the integrity of the KOA Campground design. KOA Franchise Development Services Personnel will coordinate the sign order with FRANCHISEE. Once the entrance sign is delivered to the Campground, FRANCHISEE shall be responsible for the actual installation.

2) Campground & Building Signage: KOA will provide the basic required sign package for the appropriate onsite branding (Journey, Holiday or Resort). KOA Franchise Development Services Personnel will coordinate the sign order with FRANCHISEE. This package excludes site markers. FRANCHISEE shall be responsible for the installation of this sign package.

d. FRANCHISEE shall attend in-person or virtually, or arrange for appropriate Campground staff to attend, KOA-University at KOA's Home Office in Billings, Montana. KOA Franchise Development Services will coordinate with FRANCHISEE concerning scheduling and availability, but within one year the campground operational start date. KOA will cover the cost of travel, room and board for up to two people to attend KOA-U.

5. Special Amendments to Franchise Agreement.

a. Section 3.c. of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

c. FRANCHISEE shall pay KOA an administrative fee of one thousand seven hundred fifty dollars ($1,750.00) for administrative expenses, KampSight/K2 KampSight software and support, and convention registration for one attendee. If the convention registration is not used for the next, upcoming convention, it can be rolled over one year; after that the convention registration is forfeited. The administrative fee will be due on the first and each following anniversary of the date construction of the KOA Campground commences and will apply for the next year. FRANCHISEE shall pay the administrative fee whether or not the park/campground business is open for business.

b. KOA agrees to modify the franchise contract royalty / franchise fee requirements for the first three years of operation provided those years fall within the initial term of the agreement. All other franchise fees not shown in this addendum will follow the terms and conditions as stated in the franchise agreement:

1) Year 1 – 4% - Royalties 2% and advertising assessment 2%

2) Year 2 – 6% - Royalties 4% and advertising assessment 2%

3) Year 3 – 8% - Royalties 6% and advertising assessment 2%.

6. Effectiveness of Franchise Agreement.

Except as expressly provided herein, the Franchise Agreement remains valid and effective, and nothing in this Addendum shall be deemed to waive or modify any of the provisions of the Franchise Agreement, or any amendment or addendum thereto. In the event of any conflict between the Franchise Agreement, this Addendum, or any other amendment or addendum hereto, the document later in time shall prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth below.

_____	KAMPGROUNDS OF AMERICA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Audited Financial Statements Follow

Exhibit C
Manuals

KOA CABIN OPERATIONS MANUAL	
Subject	Number of Pages
Table of Contents	6
Section 1: Choosing a Floor Plan	14
Section 2: Cabin Placement	4
Section 3: Ordering Considerations	2
Section 4: Utility and Hook-up Options	2
Section 5: Construction of Outdoor Living Space	6
Section 6: Deluxe Cabin Delivery and Set-up	6
Section 7: Cabin Exteriors Amenities	4
Section 8: Furniture, Fixtures and Equipment	16
Section 9: Guest Amenities	6
Section 10: Bathroom Amenities and Operational Tips	6
Section 11: Kitchen Amenities and Operational Tips	6
Section 12: Miscellaneous Cabin Operations	4
Section 13: Par Stock and Inventory	4
Section 14: Training and Tools	8
Section 15: The Cleaning Process	8
Section 16: Laundry Facility	8
Section 17: Winterizing and Opening Procedures for Cabins	4
Section 18: Cabin Renovation and Regular Maintenance	14
Section 19: Refurbing Older Deluxe Cabins or Stick Built Units	14
Section 20: HVAC Systems in Cabins	4
Appendix	
A: Cabin Layout Legend	5
B: Camping Cabin Upgrades	8
C: Fire Ring Bench	2
D: Deluxe Cabin Checklists	4
E: Suggested Cabin Stock	4
F: Deluxe Cabin 1x6 Slat Skirting	2
G: Commercial Laundry Layout	1
H: KampSight Setup for Deluxe Cabins and Camping Cabins	5
I: Floorplans	3
J: Sample Cabin Maintenance Schedules	2
K: Vendor Contact Information	1
L: Replacement FF&E for Deluxe Cabins	1
This manual contained 185 pages online as of April 23, 2022	

FRONT DESK QUICK REFERENCE GUIDE	
Subject	Number of Pages
Introduction	1
Table of Contents	1
Campground Information	1
Emergency & Disaster Preparedness	4
Local Information	1
Contacting the KOA Home Office	2
K2 KampSight Tips	6
KOA Rewards	10
Other Discount Cards/Vouchers/Gift Cards and Certificates	6
National Reservation/Pet/Uniform Policies/1 Hour Guarantee	5
Work Kamper Travel Certificates	1
National Promotions	1
KOA Brand Positioning	1
Our Promise to You	2
This manual contained 48 pages online as of April 23, 2022	

QUALITY ASSURANCE & POLICY MANUAL	
Subject	Number of Pages
Our Mission	1
Welcome Letter	1
Standards and Requirements	3
Table of Contents	1
Participation & Award Details	4
Brand Support	4
Campsites	6
Grounds & Buildings	6
Laundry	2
Lodging	6
Recreation	4
Restrooms	6
Store and Registration	4
Marketing, Guest Communications & KOA.com	4
Appendix	
ADA – Accessibility Status Report	3
eKamp Resources	1
Brand Positioning Criteria	10
Guidance on Dealing with Displays of Confederate Battle Flag	1
Franchise Certificates	1
Patio Site Requirements	1
Franchise Royalties Defined	2
Kamp Green	1
National Reservation/Cancellation Guidelines	1
One Hour Guarantee and Pet Policy	2
Recreation Details for Brand Positioning	3
Sign Checklist	1
Store Items (Suggested)	2
Supply List for Lodging with Kitchens (Suggested)	1
Uniform Policy	2
KOA Rewards Program Policies	4
Sample Evaluation Forms	11
Site Inventory & Other Counts, Campground Improvements	4
This manual contained 102 pages online as of April 23, 2022	

RECREATION HANDBOOK, VOLUME 3	
Subject	Number of Pages
Introduction	3
Table of Contents	1
Virtual Activities & Games for the Campsite	3
Themed Weekend Ideas	3
Wacky & Wild Celebrations	4
Pool Games	2
Geocaching	3
Classic KOA Activities	8
Minute to Win It!	3
Kamp Green Activities	7
Corn Hole Tournaments	3
FUNdraising	3
Care Camps	6
Promoting Your Activities	2
Rec Vendors	4
This manual contained 57 pages online as of April 23, 2022	

Exhibit D
State Administrators

CALIFORNIA Franchise Division Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677	**INDIANA** Franchise Division Office of Secretary of State 302 West Washington, Room E111 Indianapolis, IN 46204 (317) 232-6681
HAWAII Department of Commerce & Consumer Affairs Business Registration Division - Securities 335 Merchant Street, Rm. 205 Honolulu, Hawaii 96813 (808) 586-2722	**MINNESOTA** Franchise Division Department of Commerce 87 East 7th Place, Suite 280 St. Paul, MN 55101 (651) 539-1500
ILLINOIS Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	**MARYLAND** Office of Attorney General Division of Securities 200 St. Paul Place, 20th Floor Baltimore, MD 21202 (410) 576-7786
MICHIGAN Michigan Dept. of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa St. Lansing, MI 48933 (517) 373-7117	**RHODE ISLAND** Franchise Office Division of Securities John O. Pastore Complex 1511 Pontiac Avenue Building 69-1 Cranston, RI 02920 (401) 462-9527
NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	**SOUTH DAKOTA** Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3
NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue State Capitol - 5th Floor Bismarck, ND 58505-0510 (701) 328-2910	**VIRGINIA** Division of Securities & Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
OREGON Corporate Securities Section Department of Insurance & Finance Labor & Industries Building Salem, OR 97310 (503) 378-4387	**WASHINGTON** Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
	WISCONSIN Franchise Office Wisconsin Securities Commission PO Box 1768 Madison, WI 53701-1768 (608) 266-3364

AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834	**MICHIGAN** Michigan Dept. of Attorney General Consumer Protection Division Attn: Franchise Administration 525 W. Ottawa St. Lansing, MI 48933	**RHODE ISLAND** Department of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920
HAWAII Commissioner of Securities State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813	**MINNESOTA** Commissioner of Commerce 85 East 7th Place, Suite 280 St. Paul, MN 55101	**SOUTH DAKOTA** Director of the Division of Insurance Securities Regulation Department of Labor and Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
ILLINOIS Attorney General 500 South Second Street Springfield, IL 62706	**NEW YORK** New York Secretary of State One Commerce Plaza Albany, NY 12231-0001	**VIRGINIA** Clerk, Virginia State Corporation Commission 1300 East Main Street Richmond, VA 23219
INDIANA Secretary of State 200 West Washington Street Indianapolis, IN 46204	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard State Capitol 5th Floor Bismarck, ND 58505	**WASHINGTON** Director of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98507
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020	**OREGON** Oregon Corporation Division Commerce Building Salem, OR 97310	**WISCONSIN** Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way North Tower Madison, WI 53705

California

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California.

1. The following sentence supplements **ITEM 3**:

   Neither KOA nor any person or entity identified in ITEMS 1 or 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. Sections 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

2. The following provisions supplement **ITEM 17**:

   The California Franchise Relations Act (Business and Professions Code Sections 20000 through 20043), provides franchisees with additional rights concerning termination, transfer or non-renewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to termination, transfer and non-renewal may be superseded by the Act. There may be court decisions which may supersede the Franchise Agreement and your relationship with us, including the areas of termination, transfer and non-renewal of your franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement requires you to sign a general release of claims upon transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act. The Franchise Agreement requires application of the laws and forum of Montana. These provisions may not be enforceable under California law.

3. CALIFORNIA CORPORATIONS CODE, SECTION 31125 REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, APPROVED BY THEDEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

4. OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

5. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

6. The Franchise Agreement requires application of the laws of Montana. This provision may not be enforceable under California law.

7. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

8. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

9. The maximum interest rate to be charged in California is 10%.

10. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum.

Hawaii

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Hawaii:

1. The state cover page included in the Franchise Disclosure Document is hereby amended by the addition of the following information after the risk factors:

   THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. This proposed registration is exempt from the registration requirements of the states of California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, Virginia and Washington.

3. This proposed registration is or will shortly be on file in the states of Hawaii, Minnesota and Wisconsin; notice of filing is in effect in Michigan and South Dakota.

4. No states have refused, by order or otherwise, to register these franchises.

5. No states have revoked or suspended the right to offer these franchises.

6. The proposed registration of these franchises has not been withdrawn in any state.

7. The general release language contained in the Franchise Agreement shall not relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Hawaii.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.

Illinois

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the franchise agreements.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum.

Indiana

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Montana law if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release, waiver, or estoppel language set forth in the Franchise Agreement will relieve KOA or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. Any provision in the Franchise Agreement which limits litigation brought for breach of the Franchise Agreement, including waiver of the right to a trial by jury or the right to collect punitive damages, in any manner whatsoever is deleted from any Franchise Agreement in the State of Indiana.
5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Indiana Franchise Act are met independently without reference to this Addendum.

Maryland

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

1. The laws of the State of Maryland may supersede the Franchise Agreement, including the areas of termination and renewal of the Franchise.
2. No release, assignment, novation, waiver, or estoppel language set forth in the Franchise Agreement will relieve KOA from liability under the Maryland Franchise Registration and Disclosure Law.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
4. Pursuant to Maryland Franchise Registration and Disclosure Law, in the event a Franchisee and Franchisor (KOA) enter into a Franchise Agreement for the planned new construction of a campground or the conversion of an existing campground located in the State of Maryland, KOA shall defer all fees paid to KOA by the Franchisee, including payments for goods and services received from KOA before the business opens, pending satisfaction of all of KOA's pre-opening obligations to the Franchisee.
5. The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

Minnesota

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

1. 1. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. To the extent required by Minnesota Statutes, Chapter 80C, the franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
3. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4, and 5 which requires that, except in certain specified cases, a franchisee must be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.
4. Pursuant to Minn. Rule 2860.4400(D), any general release of claims that you or a transferor may have against usor our shareholders, directors, employees and agents, including without limitation claims arising under federal,state, and local laws and regulations, shall exclude such claims you or a transferor may have under Minnesota Statutes, Chapter 80C and the rules and regulations promulgated thereunder by the Commissioner of Commerce.
5. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.
6. The franchisee cannot consent to us obtaining injunctive relief. We may seek injunctive relief.
7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C are met independently without reference to this Addendum.

New York

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of New York:

1. 1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TOPREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the New York State Franchise Act are met independently without reference to this Addendum.

North Dakota

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

1. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
3. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
8. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

Rhode Island

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. Item 17 of the Franchise Disclosure Document shall be amended by the addition of the following paragraph:

   § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision of a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. A condition, stipulation or provision requiring you to waive compliance with or relieving KOA of a duty of liability imposed by or a right provided by the Rhode Island Franchise Investment Act or a rule or order under the Rhode Island Franchise Investment Act is void.

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act (§§ 19-28.1-1 through 19-28.1-34) are met independently without reference to this Addendum.

South Dakota

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of South Dakota.

1. The following provisions supplement **ITEM 17**:

   The Franchise Agreement requires you to sign a general release of claims upon transfer of the Franchise Agreement. Pursuant to SDCL 37-5B, any condition, stipulation, or provision purporting to waive compliance with any provision of Chapter 37 or any rule or order thereunder is void. Any acknowledgement provision, disclaimer, or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation, or action that would violate Chapter 37 or a rule or order under it.

2. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

3. "The law of South Dakota governs."

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum.

Virginia

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the Commonwealth of Virginia:

1. The following statement is added to Item 17 of the Franchise Disclosure Document:

   > Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for KOA to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Each provision of this Addendum shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

Addendum to Kampgrounds of America's
Franchise Disclosure Document
For the State of Washington

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also becourt decisions which may supersede the Franchise Agreement in your relationship with the franchisor including theareas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effectand where the parties are represented by independent counsel. Provisions such as those which unreasonably restrictor limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right toa jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costsin effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Washington Franchise Investment Protection Act (Wash. Rev. Code §§ 19.100.010 through 19.100.940) are met independently without referenceto this Addendum.

Use of Franchise Brokers. The franchisor uses the services of one or more franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Wisconsin

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act") shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
2. The Act's requirements, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' written notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the requirements of the Franchise Agreement to the extent they are inconsistent with the Act's requirements.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum.

KOA Franchisees – December 31, 2021

Alabama			
City	Campground	Address/Telephone	Franchisee
Hillsboro	Decatur/Wheeler Lake KOA	44 County Road 443 Hillsboro, AL 35643 (256) 280-4390	Jeremy Baldwin & Alison Daniels
Lillian	Gulf Shores/Pensacola West KOA	11650 County Road 99 Lillian, AL 36549 (251) 961-1717	DRV Enterprises, Inc.
Ozark	Ozark/Fort Rucker KOA	2414 North US Highway 231 Ozark, AL 36360 (334) 774-3219	Hemmis Enterprises, LLC
Mobile	Mobile KOA	3501 Schillinger Road South Mobile, AL 36695 (251) 367-1736	PF5 Development, LLC
Montgomery	Montgomery KOA	11091 Atlanta Highway Montgomery, AL 26117-5502 (334) 324-9623	AWA Properties, LLC

Alaska			
City	Campground	Address/Telephone	Franchisee
Homer	Homer/Baycrest KOA	3425 Sterling Highway Homer AK 99603 (907) 435-7995	Homer Tours, Inc.
Seward	Seward KOA	31702 Herman Leirer Road Seward AK 99664	Exit Glacier RV Park, LLC
Valdez	Valdez KOA	3181 Richardson Highway PO Box 122 Valdez AK 99686 (907) 835-2723	Bear Creek Cabins & RV Park, Inc.

Arizona			
City	Campground	Address/Telephone	Franchisee
Apache Junction	Mesa/Apache Junction KOA	1540 South Tomahawk Road Apache Junction, AZ 85119 (480) 982-4015	MCM Tomahawk Holdings, LLC
Benson	Benson KOA	180 West Four Feathers Lane Benson, AZ 85602-7952 (520) 586-3977	Benson RV Resort, LLC
Flagstaff	Flagstaff KOA	5803 North US Highway 89 Flagstaff, AZ 86004 (928)526-9926	KAMP FLAG, LLC
Holbrook	Holbrook/Petrified Forest KOA	102 Hermosa Drive Holbrook, Arizona 86025 (928) 524-6689	Win Eager, LLC
Kingman	Kingman KOA	3820 North Roosevelt Street Kingman, AZ 86409-3298 (928) 757-4397	C. Murrie Godfrey Investments, LLC
Picacho	Picacho/Tucson NW KOA	18428 South Picacho Highway Picacho, AZ 85141 (520) 466-2966	Tequity, LLC
Salome	Salome KOA	64812 Harcuvar Drive PO Box 831 Salome, AZ 85348-0831 (928) 859-4639	MHC Desert Vista, LLC

Arizona			
City	Campground	Address/Telephone	Franchisee
Seligman	Seligman/Route 66 KOA	801 East Highway 66 PO Box 156 Seligman, AZ 86337-0156 (928) 422-3358	Outset Quest, Inc.
Willcox	Willcox/Cochise KOA	700 N Virginia Ave Willcox AZ 85643 (520) 384-3212	WCK, LLC
Williams	Grand Canyon/Williams KOA	5333 N State Highway 64 Williams, AZ 86046-8306 (928) 635-2307	Kampgrounds Enterprises, Inc.
Williams	Williams/Exit 167/Circle Pines KOA	1000 East Circle Pines Drive Williams, AZ 86046-9674 (928) 635-2626	KAMP-CP, LLC

Arkansas			
City	Campground	Address/Telephone	Franchisee
Eureka Springs	Eureka Springs KOA	15020 Highway 187 South Eureka Springs, AR 72631 (479) 253-8036	McCamp, Inc.
Harrison	Harrison KOA	3629 Highway 65 N Harrison AR 72601 (870) 743-2267	L&C Faith, LLC
Hot Springs	Hot Springs National Park KOA	838 McClendon Road Hot Springs, AR 71901 (501) 624-5912	George, Lynn & Geoffrey Barrett
Marion	Memphis KOA	7037 I-55 Marion, AR 72364 (870) 739-4801	Recreational Adventures Co.
North Little Rock	Little Rock North/Jct. I-40 KOA	7820 Kampground Way North Little Rock, AR 72118 (501) 758-4598	Arkansas Recreational Kampgrounds, Inc.

California			
City	Campground	Address/Telephone	Franchisee
Banning	Banning Stagecoach KOA	1455 S San Gorgonio Avenue Banning, CA 92220 (951) 849-7513	Henson Manor Estate
Boulevard	Boulevard/Cleveland National Forest KOA	1331 Shasta Way Boulevard, CA 91905 (619) 766-4480	Majorem, LLC
Chula Vista	San Diego Metro KOA	111 North 2nd Avenue Chula Vista, CA 91910 (619) 427-3601	Kampgrounds Enterprises, Inc.
Cloverdale	Cloverdale/Healdsburg KOA	1166 Asti Ridge Road PO Box 600 Cloverdale, CA 95425 (707) 894-3337	Pamela Mendala
Coleville	Coleville/Walker KOA	110437 US Highway 395 Coleville, CA 96107 (530) 495-2255	We Are Everywhere RV Park
Crescent City	Crescent City/Redwoods KOA	4241 US Highway 101 North Crescent City, CA 95531	Travis Schneider

California			
City	Campground	Address/Telephone	Franchisee
		(707) 464-5744	
Desert Hot Springs	Palm Springs/Joshua Tree KOA	70405 Dillon Rd. Desert Hot Springs, CA 92241 (760) 251-6555	KAMP-Desert Pools, LLC
Garberville	Benbow KOA	7000 Benbow Drive Garberville, CA 95542 (707) 923-2777	Rogue River Investments
Manchester	Manchester Beach/Mendocino Coast KOA	44300 Kinney Lane PO Box 266 Manchester, CA 95459 (707) 882-2375	Charles Emmett & Theresa Cannon
Moss Landing	Moss Landing KOA Express	7905 Sandholt Road Moss Landing, CA 95039 (831) 633-6800	Reynolds Resorts-Moss Landing, LLC
Mount Shasta City	Mount Shasta City KOA	900 North Mt. Shasta Blvd Mount Shasta City, CA 96067 (530) 926-4029	Ray Merlo dba Mt. Shasta KOA & Shasta Woods Mobile Home Park
Needles	Needles KOA	5400 National Old Trails Road Needles, CA 92363 (760) 326-4207	William & Carla Sandberg
Oroville	Oroville/Feather Falls Casino KOA	1 Feather Falls Boulevard Oroville, CA 95966 (530) 533-9020	Mooretown Rancheria of Maidu Indians of California
Pescadero	Santa Cruz North/Costanoa KOA	2001 Rossi Road at Highway 1 Pescadero, CA 94060 (650) 879-7302	Reynolds Resorts-Costanoa, LLC
Petaluma	San Francisco North/Petaluma KOA	20 Rainsville Road Petaluma, CA 94952 (707) 763-1492	Christopher J. & Pauline D. Wood
Salinas	Salinas/Monterey KOA	8710 Prunedale North Road Salinas, CA 93907 (831) 663-2886	Reynolds Resorts, LLC
San Luis Obispo	Avila/Pismo Beach KOA	7075 Ontario Road San Luis Obispo, CA 93405 (805) 595-7111	Reynolds Resorts-Avila Beach, LLC
Santa Margarita	Santa Margarita KOA	4765 Santa Margarita Lake Road Santa Margarita, CA 93453 (805) 438-5618	Rex Jacobsma
Santa Paula	Ventura Ranch KOA	7400 Pine Grove Road Santa Paula, CA 93060 (805) 933-3200	Ventura Ranch Resort, LLC
Shingle Springs	Placerville KOA	4655 Rock Barn Road Shingle Springs, CA 95682 (530) 676-2267	Placerville RV Park, LLC
Shingletown	Mt. Lassen/Shingletown KOA	7749 KOA Road Shingletown, CA 96088 (530) 474-3133	Aaron & Jenel Stahl
Temecula	Temecula/Vail Lake KOA	38000 State Highway 79 Temecula, CA 92592 (951) 303-0173	KAMP-VL, LLC
Visalia	Visalia/Sequoia National Park KOA	7480 Avenue 308 Visalia, CA 93291 (559) 651-0544	Visalia Campground, LP
Weldon	Lake Isabella/Kern River KOA	15627 Highway 178 Weldon, CA 93283	Parks & Recreation Management

California			
City	Campground	Address/Telephone	Franchisee
		(760) 378-2001	
Yermo	Barstow/Calico KOA	35250 Outer Highway 15 North PO Box 967 Yermo, CA 92398 (760) 254-2311	35250 Yermo, LLC
Hat Creek	Burney Falls/Hat Creek KOA	15565 Black Angus Lane Hat Creek CA 96040-9439 (503) 335-7418	13654 Lebanon, LLC
Lost Hills	Lost Hills KOA	14831 Warren Street Lost Hills CA 93249 (661) 797-2719	Kampground of Lost Hills, LLC

Colorado			
City	Campground	Address/Telephone	Franchisee
Alamosa	Alamosa KOA	6900 Juniper Lane Alamosa, CO 81101 (719) 589-9757	HP Futures, LLC
Buena Vista	Buena Vista KOA	27700 County Road 303 Buena Vista, CO 81211 (719) 395-8318	BV Outdoors, LLC
Canon City	Royal Gorge/Canon City KOA	559 County Road 3A PO Box 528 Canon, City, CO 81215 (719) 275-6116	Fun Country, LLC
Carbondale	Carbondale/Crystal River KOA	7202 Highway 133 Carbondale, CO 81623 (970) 963-2341	Crystal River Resort, LLC
Central City	Denver West/Central City KOA	605 Lake Gulch Road PO Box 771 Central City, CO 80427-0771 (303) 582-3043	Whispering Pines, L.L.C.
Cortez	Cortez/Mesa Verde KOA	27432 East Highway 160 Cortez, CO 81321 (970) 565-9301	Campfire Properties Cortez, LLC
Craig	Craig KOA	2800 East US Highway 40 Craig, CO 81625 (970) 824-5105	KC Hodnefield, LLC
Cripple Creek	Cripple Creek KOA	2576 County Road 81 PO Box 1689 Cripple Creek, CO 80813 (719) 689-5647	Lantern Management, Inc.
Estes Park	Estes Park KOA	2051 Big Thompson Avenue Estes Park, CO 80517 (970) 586-2888	MacQuarie's Quarters, Inc.
Fountain	Colorado Springs KOA	8100 Bandley Drive Fountain, CO 80817 (719) 382-7575	Great Escapes Colorado Springs, Ltd.
Grand Junction	Grand Junction KOA	2819 Highway 50 Grand Junction, CO 81503 (970) 242-2527	Curtis & Ana Siria-Pauli
Gunnison	Gunnison KOA	105 County Road 50 Gunnison, CO 81230 (970) 641-1358	Gunnison Kampground Partners, LLC
La Junta	La Junta KOA	26680 West US Highway 50 La Junta, CO 81050 (719) 384-9580	Patterson Colorado Campgrounds, Inc.
Limon	Limon KOA	575 Colorado Avenue Limon, CO 80828-2215	Roger & Laurie Guzman

Colorado			
City	Campground	Address/Telephone	Franchisee
		(719) 775-2151	
Montrose	Montrose/Black Canyon National Park KOA	200 Cedar Avenue Montrose, CL 81401 (970) 249-9177	Missile Drive Partners, LLC
Pueblo	Pueblo KOA	4131 Interstate 25 North, Exit 108 Pueblo, CO 81008 (719) 542-2273	Carolyn & Michael Stowe
Pueblo	Pueblo South/Colorado City KOA	9040 Interstate 25 South at Exit 74 Pueblo, CO 81004 (719) 676-3376	MHS International, LLC
Ridgeway	Ouray KOA	225 County Road 23 Ridgeway, CO 81432 (970) 325-4736	Mountain Top Resort, Ouray Co. LLC
Salida	Salida/Mt. Shavano KOA	16105 US 50 West Salida, CO 81201 (719) 539-4051	Heart of the Rockies Camping, LLC
Silt	Silt/Colorado River KOA	629 River Frontage Road Silt, CO 81652 (970) 688-1522	Camp Colorado River, LLC
Steamboat Springs	Steamboat Springs KOA	3603 Lincoln Avenue Steamboat Springs, CO 80487 (970) 879-0273	Recreational Adventures Co.
Strasburg	Denver East/Strasburg KOA	1312 Monroe Street Strasburg, CO 80136 (303) 622-9274	AngelBella Pride and Joy Inc.
Wellington	Fort Collins North/Wellington KOA	4821 East County Road 70 PO Box 130 Wellington, CO 80549 (970) 568-7486	Helmut Roy
Peyton	Falcon/Colorado Springs KOA	14010 Judge Orr Road Peyton CO 80831-8404	Phil's Boys Falcon, LLC

Connecticut			
City	Campground	Address/Telephone	Franchisee
Niantic	Niantic/I-95 Exit 72 KOA	271 W Main Street Niantic, CT 06357-1018 (860) 739-9308	CTSJK, LLC

Florida			
City	Campground	Address/Telephone	Franchisee
Apopka	Orlando NW/Orange Blossom KOA	3800 W Orange Blossom Trail Apopka, FL 32712 (407) 886-3260	Orange Blossom Apopka RV Resort, Inc.
Bradenton	Bradenton KOA	5500 County Road 675 Bradenton, FL 34211 (941) 725-2364	Hunsader Farms, Inc.
Davie	Davie/Fort Lauderdale KOA	3800 Southwest 142nd Avenue Davie, FL 33330 (954) 473-0231	Seminole Health Club, LLC
DeLand	DeLand/St. Johns River KOA	2999 West State Road 44 DeLand, FL 32720 (386) 736-6601	St. John's Marina & Resort, LLC

Florida			
City	Campground	Address/Telephone	Franchisee
Fort McCoy	Fort McCoy/Lake Ocklawaha KOA	15991 NE 243rd Place Road Fort McCoy, FL 32134 (352) 546-5500	Recreational Investments, LLC
Fort Pierce	Fort Pierce/Port St. Lucie KOA	1821 North US Highway 1 Fort Pierce, FL 34946 (772) 812-7200	S.R. Bacher Enterprises, LLC
Hollywood	Hollywood KOA	5931 Polk Street Hollywood, FL 33021 (954) 983-8225	Grice's RV Park, LLC
Jennings	Jennings KOA	2039 Hamilton Avenue Jennings FL 32053 (386) 338-3321	Jennings RV Resort, LLC
Loxahatchee	West Palm Beach/Lion Country Safari KOA	2000 Lion Country Safari Road Loxahatchee, FL 33470-3976 (561) 793-9797	Lion Country Safari, Inc.-Florida
Milton	Milton/Gulf Pines KOA	8700 Gulf Pines Drive Milton, FL 32583 (850) 623-0808	TG Gulf Pines RV Park, LLC
Mims	Titusville/Kennedy Space Center KOA	4513 West Main Street Mims, FL 32754 (321) 269-7361	Red Pine Communities, LLC
Moore Haven	Moore Haven KOA	17192 US Highway 27 Moore Haven FL 33471 (863) 946-6616	MH RV Park, LLC
Okeechobee	Okeechobee KOA	4276 Highway 441 S Okeechobee FL 34974 (863)763-0231	MHC Okeechobee RV, L.L.C.
Palm Harbor	Clearwater/Lake Tarpon KOA	37061 US 19 North Palm Harbor, FL 34684 (727) 937-8412	Land and Bay RV Resort, LLC
Perry	Perry KOA	3641 South Bryon Butler Parkway/Highway 19 South Perry, FL 32348 (850) 584-3221	DIAMOND D CAMPING, CORP.
St. Augustine	St. Augustine Beach KOA	525 West Pope Road St. Augustine, FL 32080 (904) 471-3113	D & E Enterprises of St. Augustine, Inc.
St. James City	Fort Myers/Pine Island KOA	5120 Stringfellow Road St. James City, FL 33956 (239) 283-2415	MHC Pine Island, LLC
Starke	Starke/Gainesville NE KOA	1475 South Walnut Street Starke, FL 32091 (904) 964-8484	Starke RV Resort, LLC

Georgia			
City	Campground	Address/Telephone	Franchisee
Americus	Americus KOA	1619 US Highway 280 East Americus, GA 31709 (229) 874-1234	Brickyard Plantation, Inc.
Blue Ridge	Blue Ridge/Toccoa River KOA	67 Blackhawk Drive Blue Ridge, GA 30513 (706) 946-0355	River Ridge RV Resort, LLC
Commerce	Commerce KOA	5473 Mount Olive Road Commerce, GA 30529 (706) 335-5535	Metro RV Commerce, LLC

Georgia			
City	Campground	Address/Telephone	Franchisee
Cordele	Cordele KOA	373 Rockhouse Road East Cordele, GA 31015 (229) 273-5454	Perlis Truck Terminal, Inc.
Forsyth	Forsyth KOA	414 South Frontage Road Forsyth, GA 31029-0967 (478) 994-2019	The Bowman Family
Greensboro	Lake Oconee/Greensboro KOA	2541 Carey Station Road Greensboro, GA 30642 (706) 453-4505	Lake Oconee Purlieu, LLC
Kingsland	Jacksonville North/St. Marys KOA	2970 Scrubby Bluff Road Kingsland, GA 31548 (912) 729-3232	Kingsland Bay RV Resort, LLC
Richmond Hill	Savannah South KOA	4915 US Highway 17 Richmond Hill, GA 31324 (912) 756-3396	The Sommers Company
Tifton	Tifton KOA	4632 Union Road Tifton, GA 31794 (229) 386-8441	Kamping Adventures, LLC
Trenton	Lookout Mountain/Chattanooga West KOA	930 Mountain Shadows Drive Trenton, GA 30752 (706) 657-6815	Lookout West, LLC

Idaho			
City	Campground	Address/Telephone	Franchisee
Arco	Craters of the Moon/Arco KOA	2424 North 3000 West Arco, ID 83213 (208) 527-8513	A&B Zimmer Enterprises, LLC
Jerome	Twin Falls/Jerome KOA	5431 US Highway 93 Jerome, ID 83338 (208) 324-4169	Oscar & Kimberly Carranza
Kamiah	Kamiah/Clearwater River KOA	4243 US Highway 12 Kamiah, ID 83536 (208) 935-2556	Kamiah Valley Company, LLC
Lava Hot Springs	Lava Hot Springs East KOA	100 Bristol Park Lane Lava Hot Springs, ID 83246 (208) 776-5295	K & A Camping, Inc.
Lava Hot Springs	Lava Hot Springs West KOA	89 North Center Street Lava Hot Springs, ID 83246 (208) 776-5209	Edge Water Resort, LLC
Meridian	Boise/Meridian KOA	184 West Pennwood Street Meridian, ID 83642 (208) 888-7003	Boise-Meridian RV Resort, LLC
Montpelier	Montpelier Creek KOA	28501 US Highway 89 Montpelier, ID 83254 (208) 847-0863	Mama and Papa and Six Cubs RV, LLC
Pocatello	Pocatello KOA	9815 W Pocatello Creek Rd Pocatello, ID 83201 (208) 233-6851	Maurice & Lorraine Dicaire
Burley	Burley/Snake River KOA	197 W. Highway 30 Burley ID 83318-5054 (361) 739-0199	Alt Adventures, LLC
Irwin	Jackson Hole West /Swan Valley KOA	3777 Swan Valley Hwy Irwin, ID 33428	Swan Valley RV Park, LLC

Illinois			
City	Campground	Address/Telephone	Franchisee
Benton	Benton KOA	1500 North Du Quoin Street Benton, IL 62812 (618) 439-4860	Walter & Karen Freeman
Casey	Casey KOA	1248 East 1250th Road Casey, IL 62420 (217) 932-5319	Casey Campground, Inc.
Chebanse	Kankakee South KOA	425 East 6000 South Road Chebanse, IL 60922 (815) 939-4603	Julie Ann Bruno
Granite City	St. Louis NE/I-270/Granite City KOA	3157 West Chain of Rocks Road Granite City, IL 62040 (618) 931-5160	Cuvar Brothers, Inc.
Grayville	Grayville/I-64 KOA	200 Koehler Street Grayville, IL 62844 (618) 375-0310	Westwood Recreation, Inc.
Knoxville	Galesburg East/Knoxville KOA	1081 US Highway 150 E. Knoxville IL 61448-9405 (309) 289-2267	Exciting Adventure, LLC
Lena	Lena KOA	10982 US Highway 20 West Lena, IL 61048 (815) 369-2612	J.D. Long & Associates, Inc.
Rochester	Springfield KOA	4320 KOA Road Rochester, IL 62563 (217) 498-7002	Linda Roller
Rock Island	Rock Island/Quad Cities KOA	2311 78th Avenue West Rock Island, IL 61201 (309) 787-0665	Camelot Recreations, Inc.
Union	Chicago Northwest KOA	8404 South Union Road Union, IL 60180 (815) 923-4206	Sybostan Recreation LLC
Utica	LaSalle/Peru KOA	756 North 3150th Road Utica, IL 61373-9737 (815) 667-4988	D & L Waszak, Inc.

Indiana			
City	Campground	Address/Telephone	Franchisee
Batesville	Batesville KOA	7234 E State Road Highway 46 Batesville, IN 47006 (812) 934-5496	MHC NAC, Inc.
Bluffton	Bluffton/Fort Wayne South KOA	1625 Lancaster Street Bluffton, IN 46714 (260) 824-0127	Bluffton Ft Wayne South Kampground, LLC
Crawfordsville	Crawfordsville KOA	1600 Lafayette Road Crawfordsville, IN 47933 (765) 362-4190 or (765) 230-0965	Jamie Nelson
Greenfield	Indianapolis KOA	5896 West 200 North Greenfield, IN 46140 (317) 894-1397	Wild Heart Resort, LLC
Middlebury	Elkhart Co/Middlebury KOA	52867 State Road 13 Middlebury, IN 46540 (574) 825-5932	SHIV KRISHANA, LLC

Indiana			
City	Campground	Address/Telephone	Franchisee
Monticello	Indiana Beach/Monticello KOA	2882 NW Shafer Drive Monticello, IN 47960 (574) 583-4141	Indiana Beach Holdings, LLC
Nashville	Brown County/Nashville KOA	2248 State Road 46E Nashville, IN 47448-9250 (812) 988-4675	Carpenter Legacy Management, LLC
Richmond	Richmond KOA	3101 Cart Road Richmond, IN 47374 (765) 962-1219	Schubert Industries, LLC

Iowa			
City	Campground	Address/Telephone	Franchisee
Adel	Des Moines West KOA	34308 L Avenue Adel, IA 50003 (515) 834-2729	Recreational Adventures, CO
Newton	Newton/Des Moines East KOA	1601 E 36th Street S Newton, IA 50208 (641) 792-2428	Timberline RV Camp, LLC
Onawa	Onawa/Blue Lake KOA	21788 Dogwood Avenue Onawa, IA 51040-8665 (712) 423-1633	JAKL, LLC
Waterloo	Waterloo/Lost Island Waterpark KOA	4550 Hess Road Waterloo, IA 50701 (319) 233-3485	Eric Bertch, Gary & Rebecca Bertch

Kansas			
City	Campground	Address/Telephone	Franchisee
Dodge City	Dodge City KOA	701 Park Street Dodge City, KS 67801 (620) 371-7177	Inn Vestments II, LLC
Goodland	Goodland KOA	1114 East Highway 24 Goodland, KS 67735 (785) 890-5701	Kansas Prime Real Estate, LLC
Junction City	Milford Lake/Junction City KOA	4725 West Rolling Hills Junction City KS 66441 (407) 310-6580	Milford Lake South, LLC
Lawrence	Kansas City West/Lawrence KOA	1473 Highway 40 Lawrence, KS 66044 (785) 542-3877	Lawrence Campground, Inc.
Salina	Salina KOA	1109 West Diamond Drive Salina, KS 67401 (785) 827-3182	Daryle & Terri Schwerdt
Topeka	Topeka/Capital City KOA	1949 SW 49th Street Topeka, KS 66609 (785) 862-5267	Capital City RV Park, LLC
WaKeeney	WaKeeney KOA	25027 South Interstate WaKeeney, KS 67672 (785) 743-5612	Vendall Ventures, LLC
Wellington	Wellington KOA	100 South KOA Drive Wellington, KS 67152 (620) 326-8300	Melinda Kay Shipley-Beggs

City	Campground	Address/Telephone	Franchisee

Kentucky			
City	Campground	Address/Telephone	Franchisee
Argillite	Ashland/Huntington West KOA	80 KOA Lane Argillite, KY 41121 (606) 929-5504	Travel & Relax RV, LLC
Bowling Green	Bowling Green KOA	1960 Three Springs Road Bowling Green, KY 42104 (270) 843-1919	CAS Holdings II, LLC
Cadiz	Kentucky Lakes/Prizer Point KOA	1777 Prizer Point Road Cadiz, KY 42211 (270) 522-3762	Prizer Point Marina & Resort, LLC
Calvert City	Paducah/I-24/Kentucky Lake KOA	4793 US Highway 62 Calvert City, KY 42029 (270) 395-5841	Kamping Kentucky Lake, Inc.
Corbin	Corbin/Laurel Lake KOA	171 East City Dam Road Corbin, KY 40701 (606) 528-1534	J & J Family, Inc.
Horse Cave	Horse Cave KOA	489 Flint Ridge Road Horse Cave, KY 42749 (270) 786-2819	Roadside Lodging, LLC
Mt. Vernon	Renfro Valley KOA	184 KOA Campground Road Mt. Vernon, KY 40456 (606) 256-2474	Richard Family Enterprises, Inc.
Russell Springs	Russell Springs KOA	1440 Highway 1383 Russell Springs, KY 42642 (270) 866-5616	Russell Springs Campground, LLC

Louisiana			
City	Campground	Address/Telephone	Franchisee
Denham Springs	Baton Rouge KOA	7628 Vincent Road Denham Springs, LA 70726 (225) 664-7281	Bacot Enterprises, Inc.
River Ridge	New Orleans KOA	11129 Jefferson Highway River Ridge, LA 70123 (504) 467-1792	Charles & Marianne Fedderman
Scott	Lafayette KOA	537 Apollo Road Scott, LA 70583 (337) 235-2739	Duane Alleman
Shreveport	Shreveport/Bossier City KOA	6510 West 70th Street Shreveport, LA 71129 (318) 687-1010	Take Charge Enterprises, LLC

Maine			
City	Campground	Address/Telephone	Franchisee
Canaan	Skowhegan/ Kennebec Valley KOA	Route 2 Canaan, ME 04924 (207) 474-2858	Lost In The Woods Campgrounds, LLC
Durham	Freeport/Durham KOA	82 Big Skye Lane Durham, ME 04222 (207) 688-4288	Autumn's Kaleidoscope, LLC
Holden	Bangor/Holden KOA	602 Main Road Holden ME 04429-7148 (207) 843-6011	H20 Fun, Inc.
Houlton	Houlton/Canadian Border KOA	659 North St Houlton ME 04730-3552 (207) 532-6739	DAPA, LLC

Maine			
City	Campground	Address/Telephone	Franchisee
Lebanon	Lebanon KOA on Salmon Falls River	21 Flatrock Bridge Road Lebanon, ME 04027 (207) 339-9465	Blue Camp ME, LLC
Orland	Bucksport/Fort Knox KOA	32 Leaches Point Road Orland, ME 04472 (207) 469-7739	Bemela, Inc.
Richmond	Augusta/Gardiner KOA	30 Mallard Drive Richmond, ME 04357 (207) 582-5086	4SAM, LLC
Saco	Saco/Old Orchard Beach KOA	814 Portland Road Saco, ME 04072 (207) 282-0502	Sun Saco RV, LLC

Maryland			
City	Campground	Address/Telephone	Franchisee
Millersville	Washington DC/Capitol KOA	768 Cecil Avenue North PO Box 9 Millersville, MD 21108 (410) 923-2771	Recreational Adventures Campgrounds Limited Liability Company; Recreational Adventures Co., Member
Williamsport	Hagerstown/Antietam Battlefield KOA	11759 Snug Harbor Lane Williamsport, MD 21795 (301) 223-7571	Durham Enterprises, Inc.

Massachusetts			
City	Campground	Address/Telephone	Franchisee
Westhampton	Northampton/Springfield KOA	139 South Road Westhampton, MA 01027 (413) 527-9862	SJK, Inc.

Michigan			
City	Campground	Address/Telephone	Franchisee
Allendale	Allendale/West Grand Rapids KOA	8275 Warner Street Allendale, MI 49401 (616) 895-6601	TEAM PINK CORP
Branch	Ludington East/Pere Marquette River KOA	11713 West 40th Street Branch, MI 49402 (231) 480-0303	Pere Marquette Campground, Inc.
Buckley	Traverse City KOA	9700 South M37 Buckley, MI 49620 (231) 269-4562	Grand Traverse Camping & RV Resort, Inc.
Cadillac	Cadillac, MI	10621 East 34 Road Cadillac, MI 49601 (231) 775-9724	Beyersdorf Enterprises, LLC
Emmett	Emmett KOA	3864 Breen Road Emmett, MI 48022 (810) 395-7042	Goofy Roads, LLC

Michigan			
City	Campground	Address/Telephone	Franchisee
Gaylord	Gaylord KOA	5101 Campfires Parkway Gaylord, MI 49735 (989) 939-8723	Up North Camping LLC
Holly	Auburn Hills/Holly KOA	7072 East Grange Hall Road Holly, MI 48442 (248) 634-0803	Drake Enterprises, LLC
Kimball	Port Huron KOA	5111 Lapeer Kimball, MI 48074 (810) 987-4070	Howard & Shirley Stein
Mackinaw City	Mackinaw City/Mackinac Island KOA	566 Trailsend Road Mackinaw City, MI 49701 (231) 436-5643	DK Gregory Enterprises, Inc.
Muskegon	Muskegon KOA	3500 Strand Road Muskegon, MI 49445 (231) 766-3900	Stephen Yates
Oscoda	Oscoda/Tawas KOA	3591 Forest Road Oscoda, MI 48750 (989) 739-5115	Eller Campground Management, LLC
Petersburg	Monroe County/Toledo North KOA	15600 Tunnicliffe Road Petersburg, MI 49270 (734) 856-4972	Recreational Adventures Co.
Petoskey	Petoskey KOA	1800 North US Highway 31 Petoskey, MI 49770 (231) 347-0005	Sun Petoskey RV Kampgrounds, LLC
Riverside	Coloma/St. Joseph KOA	3527 Coloma Road PO Box 136 Riverside, MI 49084-0136 (269) 849-3333	Fifth Level Hospitality, Inc.
Roscommon	Higgins Lake/Roscommon KOA	3800 West Federal Highway Roscommon, MI 48653 (989) 275-8151	Go Ventures LLC
St. Ignace	St. Ignace/Mackinac Island KOA	W1118 US 2 St. Ignace, MI 49781 (906) 643-9303	Mackinac Recreations, LLC
Weidman	Weidman KOA	1855 N Coldwater Road Weidman, MI 48893 (989) 506-8005	Grammy Woods Family Campground, Inc
Wetmore	Munising/Pictured Rocks KOA	E 10102 Highway M-28 E Wetmore, MI 49895 (906) 387-3315	Cherrywood Lodge, Inc.
Ypsilanti	Detroit/Ann Arbor KOA	6680 Bunton Road Ypsilanti MI 48197 (743) 482-7722	Detroit/Motown Property Owners, LLC

Minnesota			
City	Campground	Address/Telephone	Franchisee
Bemidji	Bemidji KOA	510 Brightstar Road NW Bemidji, MN 56601 (218) 444-7562	Bemidji Campground, LLC
Cloquet	Cloquet/Duluth KOA	1381 Kampground Road Cloquet, MN 55720 (218) 879-5726	Linde Higton William & Barbara Higton
Hayward	Albert Lea/Austin KOA	84259 County Road 46 Hayward, MN 56043 (507) 373-5170	Fosen Adventures, LLC
Jackson	Jackson KOA	2035 Highway 71 North Jackson, MN 56143 (507) 847-3825	Luv2travel, LLC

Minnesota			
City	Campground	Address/Telephone	Franchisee
Jordan	Minneapolis Southwest KOA	3315 West 166th Street Jordan, MN 55352 (952) 492-6440	Triangle B, Inc.
Maple Grove	Minneapolis Northwest KOA	10410 Brockton Lane North PO Box 1131 Maple Grove, MN 55311 (763) 420-2255	Sunshine Campground, Inc.
Rochester	Rochester/Marion KOA	5232 65th Avenue SE Rochester, MN 55904-6313 (507) 288-0785	Roger & Barbara Philip

Mississippi			
City	Campground	Address/Telephone	Franchisee
Hattiesburg	Hattiesburg/Okatoma KOA	221 Okatoma River Road Hattiesburg MS 39401-8985 (601) 520-6631	Divine Resort, Inc.
McComb	McComb KOA	1119 Airport Fernwood, Rd McComb MS 39648 (405) 850-5258	Love's RV Stops, LLC
Moss Point	Hurley/MS Gulf Coast KOA	5608 Highway 614 Moss Point MS 39562	Shady Lake, LLC
Starkville	Starkville KOA	2661 County Lake Road Starkville, MS 39759 (662) 418-9717	Starkville Wet N Wild, LLC
Toomsuba	Meridian East/Toomsuba KOA	3953 KOA Campground Road Toomsuba, MS 39364 (601) 632-1684	CPM Investments, LLC

Missouri			
City	Campground	Address/Telephone	Franchisee
Branson	Branson KOA	397 Animal Safari Road Branson, MO 65616 (417) 334-4414	S & G Investments at Branson, LLC
Eureka	St. Louis West/Historic Route 66 KOA	18475 U.S. Highway 66 Eureka, MO 63025 (636) 257-3018	KAMP-MO, LLC
Joplin	Joplin KOA	4359 Dakota Lane Joplin, MO 64804 (417) 623-2246	Patrick Fisher
Lebanon	Lebanon/Bennett Spring KOA	13654 Highway 64 Lebanon, MO 65536 (417) 533-2616	RHC29FamilyCamp, LLC
Linn Creek	Lake of the Ozarks/Linn Creek KOA	4171 US-54 Linn Creek, MO 65052 (573) 346-5490	Ozark Trails RV Park, LLC
Oak Grove	Kansas City East/Oak Grove KOA	303 NE 3rd Street Oak Grove, MO 64075 (816) 690-6660	1958, LLC
Shell Knob	Shell Knob KOA	27790 Big Rock Rd Shell Knob MO 65757-8042	Lake Life RV Park, LLC
Springfield	Springfield/Route 66 KOA	5775 West Farm Road 140 Springfield, MO 65802 (417) 831-3645	AP Parks, LLC

Stanton	Stanton/Meramec KOA	74 Highway W PO Box 177 Stanton, MO 63079 (573) 927-5215	Ballard Campquest, LLC

Montana			
City	Campground	Address/Telephone	Franchisee
Big Timber	Big Timber/Greycliff KOA	693 Highway 10 East Big Timber, MT 59011 (406) 932-6569	Destination Investment Group, LLC
Billings	Billings KOA	547 Garden Avenue Billings, MT 59101 (406) 252-3104	Carol Linde
Butte	Butte KOA	1601 Kaw Avenue Butte, MT 59701 (406) 782-8080	MARIC Properties, LLC
Great Falls	Great Falls KOA	1500 51st Street South Great Falls, MT 59405 (406) 727-3191	Loren Smith
Hardin	Hardin KOA	Rural Route 1 Hardin, MT 59034 (406) 665-1635	David & Gina Trzebiatowski
Helena	Helena North KOA	850 Lincoln Road West Helena, MT 59602 (406) 458-3725	NVN Investments, LLC
Livingston	Livingston/Paradise Valley KOA	163 Pine Creek Road Livingston, MT 59047 (406) 222-0992	Pine Creek RV, LLC
Miles City	Miles City KOA	1 Palmer Street Miles City, MT 59301 (406) 232-3991	Timatar, LLC
Missoula	Missoula KOA	3450 Tina Avenue Missoula, MT 59808 (406) 549-0881	Missoula Valley Partners, LLC
Polson	Polson/Flathead Lake KOA	200 Irvine Flats Road Polson, MT 59860 (888) 883-2151	Alpenglow Polson Resort, LLC
Red Lodge	Red Lodge KOA	7464 Highway 212 Red Lodge, MT 59068 (406) 446-2364	Crai-An Recreation, LLC
St. Mary	St. Mary/East Glacier KOA	106 West Shore St. Mary, MT 59417 (406) 732-4122	Eagle Bear, Inc.
Three Forks	Three Forks KOA	15 KOA Road Three Forks MT 59752-9505 (406) 285-3611	Copper Ridge Adventures, LLC
Townsend	Townsend/Canyon Ferry Lake KOA	81 Silos Road Townsend, MT 59644 (406) 266-3100	MRT9 Starfighters Corp.
West Glacier	West Glacier KOA	355 Halfmoon Flats Road PO Box 215 West Glacier, MT 59936 (406) 387-5341	West Glacier Assets, LLC
West Yellowstone	Yellowstone Park/Mountainside KOA	1545 Targhee Pass Highway West Yellowstone, MT 59758 (877) 935-5690	Yellowstone Rental Properties, LLC
West Yellowstone	Yellowstone Park/West Gate KOA	3305 Targhee Pass Highway West Yellowstone, MT 59758 (406) 646-7606	Carol Linde
Whitefish	Whitefish/Kalispell North KOA	5121 Highway 93 South Whitefish, MT 59937 (406) 862-4242	Buffalo Bob, Inc.

Nebraska			
City	Campground	Address/Telephone	Franchisee
Doniphan	Grand Island KOA	904 South B Road Doniphan, NE 68832 (402) 886-2249	D & J Island, LLC
Gretna	West Omaha/NE Lincoln KOA	14601 US Highway 6 Gretna, NE 68028 (402) 332-3010	Meadow Creek, Inc.
Ogallala	Ogallala/ I-80 KOA	221 Road East 85 Ogallala, NE 69153 (308) 284-1300	Tournesol Enterprises, LLC
Ogallala	Ogallala/Tri-Trails KOA	120 Road East 80 Ogallala NE 69153-4771 (308) 284-1300	Tournesol Enterprises, LLC

Nevada			
City	Campground	Address/Telephone	Franchisee
Ely	Ely KOA	15936 South US Highway 93 Ely, NV 89301 (775) 289-3413	Cornucopia Management Group, LLC
Elko	Elko KOA	3730 E. Idaho St. Elko NV 89801-4611	Double Dice RV Park, LLC
Laughlin	Laughlin/Avi Casino KOA	10000 Aha Macav Parkway Laughlin, NV 89028-7001 (702) 535-5450	Avi Casino Enterprises, Inc.
Verdi	Reno KOA at Boomtown	2100 Garson Road PO Box 399 Verdi, NV 89439 (775) 345-2444	Boomtown Casino Hotel
West Wendover	Wendover KOA	651 North Camper Drive West Wendover, NV 89883 (775) 664-3221	Bernacchi Holdings Inc.

New Hampshire			
City	Campground	Address/Telephone	Franchisee
Chocorua	Chocorua KOA	893 White Mountain Highway Chocorua, NH 03817 (603) 323-8536	Wabanaki Lakeside Vacation Corp.
Lisbon	Littleton/Franconia Notch KOA	2154 Route 302 Lisbon, NH 03585 (603) 838-5525	NHSubCo
Strafford	Strafford/Lake Winnepesaukee S KOA	79 First Crown Point Road Strafford, NH 03884-6104 (603) 332-040	BLUE CAMP NH, LLC
Twin Mountain	Twin Mountain/Mt. Washington KOA	372 Route 115 Twin Mountain, NH 03595 (603) 846-5559	NHSubCo
Woodstock	Lincoln/Woodstock KOA	1000 Eastside Road Woodstock, NH 03293 (603) 745-8008	Darlene & Arthur Goodbout

New Mexico			
City	Campground	Address/Telephone	Franchisee
Alamogordo	Alamogordo/White Sands KOA	412-24th Street Alamogordo, NM 88310 (575) 437-3003	High Place Properties, LLC
Bernalillo	Albuquerque North/Bernalillo KOA	555 South Hill Road Bernalillo, NM 87004 (505) 867-5227	Meadow Village Partners, LLC
Carlsbad	Carlsbad KOA	2 Manthei Road Highway 285 Carlsbad, NM 88220 (575) 457-2000	Fugitt Investments, LLC
Grants	Grants/Cibola Sands KOA	26 Cibola Sands Loop South Highway 53 Grants, NM 87020 (505) 287-4376	Forgotten Winter Holdings, LLC
Las Cruces	Las Cruces KOA	814 Weinrich Road Las Cruces, NM 88007 (575) 526-6555	DJC Parks, LLC
Las Vegas	Las Vegas, New Mexico KOA	HCR 31, Box 16 Las Vegas, NM 87701 (505) 454-0180	Ussery Family Limited Partnership
Lordsburg	Lordsburg KOA	1501 Lead Street Lordsburg, NM 88045 (575) 542-8003	Palmarin & Fortunata Castro
Raton	Raton KOA	1330 South 2nd Street Raton, NM 87740 (575) 445-3488	Grant & Lisa Robertson
Santa Fe	Santa Fe KOA	934 Old Las Vegas Highway Santa Fe, NM 87505 (505) 466-1419	GC Journey Corp.
Silver City	Silver City KOA	11824 Highway 180 East Silver City, NM 88022 (575) 388-3351	Silver City YPY Holdings, LLC
Tucumcari	Tucumcari KOA	6299 Quay Road AL Tucumcari, NM 88401 (575) 461-1841	LCD, LLC

New York			
City	Campground	Address/Telephone	Franchisee
Bath	Hammondsport/Bath KOA	7531 County Route 13 Bath NY 14810 (607) 776-4345	SFL Resorts West, Inc.
Cuddebackville	Deerpark/New York City NW KOA	108 Guymard Turnpike Cuddebackville, NY 12729 (845) 754-8388	EmSea, LLC
Dewittville	Chautauqua Lake KOA	5652 Thumb Road Dewittville, NY 14728 (716) 386-3804	Chautauqua Lake Property Owner, LLC
Farmington	Canandaigua/Rochester KOA	5374 Canandaigua Farmington Townline Road Farmington, NY 14425 (585) 398-3582	CANANDAIGUA CAMPGROUND, INC.
Franklin	Unadilla/I-88/Oneonta KOA	242 Union Church Road Franklin, NY 13775 (607) 369-9030	Michael & Kathleen McClure
Herkimer	Herkimer Diamond KOA	4626 State Route 28 North Herkimer, NY 13350 (315) 891-7355	Herkimer Diamond Mines, Inc.

New York			
City	Campground	Address/Telephone	Franchisee
Houghton	Houghton/Letchworth KOA	7632 Centerville Road Houghton, NY 14744 (585) 567-4211	Wolf Run Campgrounds of Letchworth, LLC
Lake Luzerne	Lake George/Saratoga KOA	564 Lake Avenue Lake Luzerne, NY 12846 (518) 696-2615	O'Neal Unlimited, Inc.
Medina	Medina/Wildwood Lake KOA	2711 County Line Road Medina, NY 14103 (585) 735-3310	Rachel & Rob's Wildwood Lake Family Campgrounds, Inc.
Natural Bridge	Natural Bridge/Watertown KOA	6081 NYS Route 3 Natural Bridge NY 13665 (315) 644-4098	SJ Operations, Inc.
Plattekill	New York City North/Newburgh KOA	119 Freetown Highway Plattekill, NY 12568 (845) 564-2836	Recreational Adventures Campgrounds, LLC
Richfield Springs	Cooperstown KOA	565 Ostrander Road Richfield Springs, NY 13439 (315) 858-0236	The Campinator, LLC
Waterloo	Waterloo/Finger Lakes KOA	1278 Waterloo Geneva Road Waterloo NY 13165-1208	GingBach Hospitality, LLC
Watkins Glen	Watkins Glen/Corning KOA	1710 State Route 414 Watkins Glen, NY 14891 (607) 535-7404	Paul & Camille Friesen
Westfield	Westfield/Lake Erie KOA	8001 East Lake Road, Route 5 Westfield, NY 14787 (716) 326-3573	Dennis Hanes
Youngstown	Niagara Falls North/Lewiston KOA	1250 Pletcher Road Youngstown, NY 14174 (716) 754-8013	Leigh Ashley & Frances Prior

North Carolina			
City	Campground	Address/Telephone	Franchisee
Boone	Boone KOA	123 Harmony Mountain Lane Boone, NC 28607 (828) 264-7250	Sleeping Indian Kampground, Inc.
Candler	Asheville West KOA	309 Wiggins Road Candler, NC 28715 (828) 665-7015	NP Parks, Inc.
Coinjock	Outer Banks West/Currituck Sound KOA	1631 Waterlily Road Coinjock, NC 27923 (252) 453-2732	85' and Sunny, LLC
Enfield	Enfield/Rocky Mount KOA	101 Bell Acres Enfield, NC 27823 (252) 445-5925	Dream Achievers, LLC
Greensboro	Greensboro KOA	1896 Trox Street Greensboro, NC 27406-7940 (336) 274-4143	Greensboro Campgrounds, Inc.
Marble	Murphy/Peace Valley KOA	117 Happy Valley Road Marble, NC 28905 (828) 837-6223	One Walrus, LLC
New Bern	New Bern KOA	1565 B Street New Bern, NC 28560 (252) 638-2556	New Bern Campground, LLC
Statesville	Statesville/I-77 KOA	162 KOA Lane Statesville, NC 28677 (704) 873-5560	Statesville Campground, Inc.

North Carolina			
City	Campground	Address/Telephone	Franchisee
Wilmington	Wilmington KOA	7415 Market Street Wilmington, NC 28411 (910) 686-7705	Camelot Campground, Inc.

North Dakota			
City	Campground	Address/Telephone	Franchisee
Bismarck	Bismarck KOA	3720 Centennial Road Bismarck, ND 58503 (701) 222-2662	Roeder Brothers, Inc.

Ohio			
City	Campground	Address/Telephone	Franchisee
Buckeye Lake	Buckeye Lake/Columbus East KOA	4460 Walnut Road SE PO Box 972 Buckeye Lake, OH 43008 (740) 928-0706	Columbus East Property Owner, LLC
Butler	Butler/Mohican KOA	6918 Bunkerhill South Road Butler, OH 44822-9738 (419) 883-3314	AnGor, Inc.
Carrollton	Carrollton KOA	4145 Fresno Road NW Carrollton, OH 44615 (330) 691-4631	Oak Ridge Campground, LLC
Coshocton	Coshocton KOA	24688 County Road 10 Coshocton, OH 43812 (740) 502-9245	Colonial Campground, LLC
East Sparta	Canton/East Sparta KOA	3232 Downing Street SW East Sparta, OH 44626 (330) 484-3901	Bear Creek Resort Ranch, Inc.
Homerville	Homerville KOA	11450 Crawford Road Homerville, OH 44235 (330) 625-2817	RVino-Homerville, LLC
Lake Milton	Lake Milton/Berlin Lake KOA	15487 Creed Road Lake Milton, OH 44429 (330) 538-2194	Ferdama Camping US, LLC
Lebanon	Lebanon/Cincinnati NE KOA	760 Franklin Road Lebanon, OH 45036 (513) 932-7717	Cedarbrook Campground, LLC
Logan	Logan/Hocking Hills KOA	29150 Pattor Road Logan, OH 43138 (740) 385-4295	Scenic View Family Campground, LLC
Mt. Gilead	Mt. Gilead/Mid-Ohio KOA	901 East High Street Mt. Gilead, OH 43338 (419) 946-1856	4KO, LLC
Perrysburg	Toledo East/Stony Ridge KOA	24787 Luckey Road Perrysburg, OH 43551 (419) 837-6848	Stray Willow, LLC
Salem	Salem/Lisbon KOA	33807 Winona Road Salem, OH 44460 (330) 831-8628	SRT Enterprises, LLC
Sandusky	Sandusky/Bayshore KOA	2311 Cleveland Road Sandusky, OH 44870 (419) 625-1495	M.H.D. Corp.

Ohio			
City	Campground	Address/Telephone	Franchisee
Shelby	Shelby/Mansfield KOA	6787 Baker 47 Shelby, OH 44875 (419) 347-1392	Garry & Vicki Cole
Streetsboro	Streetsboro/Cleveland SE KOA	187 State Route 303 Streetsboro, OH 44241-5245 (330) 650-2552	SBC Holiday, LLC
Wapakoneta	Wapakoneta KOA	14719 Cemetery Road Wapakoneta, OH 45895 (419) 738-6016	W Park Operations, LLC
Williamsfield	Andover/Pymatuning Lake KOA	7652 Pymatuning Lake Road Williamsfield, OH 44093-9785 (440) 283-7744	Pymatuning Adventure Resort, LLC

Oklahoma			
City	Campground	Address/Telephone	Franchisee
Checotah	Checotah/Lake Eufaula West KOA	HC 68, Box 750 Checotah, OK 74426 (918) 473-6511	H & H Recreation Properties, Inc.
Choctaw	Oklahoma City East KOA	6200 South Choctaw Road Choctaw, OK 73020 (405) 391-5000	H & H Recreation Properties, Inc.
Claremore	Tulsa NE/Will Rogers Downs KOA	20900 South 4200 Road Claremore, OK 74019 (918) 283-8876	Will Rogers Downs, LLC
Durant	Durant/Choctaw Casino KOA	3650 Enterprise Boulevard Durant, OK 74701 (800) 788-2464	Choctaw Nation of Oklahoma
El Reno	El Reno West KOA	I-40 Exit 108 (15 miles west of El Reno) El Reno, OK 73036 (405) 884-2595	Cherokee Kampground, LLC
Foss	Elk City/Clinton KOA	I-40 Exit 50, Clinton Lake Road Foss, OK 73647 (580) 592-4409	Twyman Enterprises, LLC
Maud	Shawnee Southeast KOA	35010 E 1290 Maud, OK 74854	Lazy Acres, LLC
Sallisaw	Sallisaw/Fort Smith West KOA	1900 KOA Power Drive PO Box 88 Sallisaw, OK 74955 (918) 775-2792	KDMAUST, LLC
Watts	Watts KOA at WOKA Whitewater Park KOA	General Delivery Watts OK 74964	Watts Adventure World, LLC

Oregon			
City	Campground	Address/Telephone	Franchisee
Albany	Albany/Corvallis KOA	33775 Oakville Road SW Albany, OR 97321 (541) 967-8521	Recreational Adventures Campgrounds, LLC
Cascade Locks	Cascade Locks/Portland East KOA	841 NE Forest Lane Cascade Locks, OR 97014 (541) 374-8668	Kevin & Dawn Benson
Central Point	Cave Junction KOA	PO Box 3925 Central Point OR 97502	Heidi and Darrin DeRoule
Central Point	Medford/Gold Hill KOA	12297 Blackwell Road Central Point, OR 97502 (541) 855-7710	RV Park Holdings II, Inc.
Culver	Redmond/Central Oregon KOA	2435 SW Jericho Lane Culver, OR 97734 (541) 546-3046	Michael J. Higley
Grants Pass	Grants Pass KOA	699 Jumpoff Joe Creek Road Grants Pass, OR 97526-8935 (541) 479-7974	GPRVR, LLC
Hammond	Astoria/Warrenton/Seaside KOA	1100 Northwest Ridge Road Hammond, OR 97121 (503) 861-2606	Recreational Adventures Co.
Idleyld Park	Lemolo Lake/Crater Lake North KOA	2610 Birds Point Road Idleyld Park OR 97447 (541) 643-0750	Thousand Hills Campground, Inc.
Klamath Falls	Klamath Falls KOA	3435 Shasta Way Klamath Falls, OR 97603 (541) 884-4644	Klamath Falls Kampground, Inc.
Langlois	Bandon/Port Orford KOA	46612 Highway 101 South Langlois, OR 97450 (541) 348-2358	Frontier Mobile Village, LLC
North Bend	Oregon Dunes KOA	68632 Highway 101 Mile Marker 229 North Bend, OR 97459 (541) 756-4851	Stephen G. and Carolyn L. Dayton
Otis	Lincoln City KOA	5298 NE Park Lane Otis, OR 97368 (541) 994-2961	Oregon Coast Camp, LLC
Pendleton	Pendleton KOA	1375 SE 3rd Street Pendleton, OR 97801 (541) 276-1041	Mountain View RV Park LLC
Sutherlin	Sutherlin/Umpqua Valley KOA	609 Fort McKay Road Sutherlin OR 97479	RV Park Holdings, LLC
Waldport	Waldport/Newport KOA	1330 NW Pacific Coast Highway Waldport, OR 97394 (541) 563-2250	Ronald & Amanda Remund

Pennsylvania			
City	Campground	Address/Telephone	Franchisee
Bellefonte	Bellefonte/State College KOA	2481 Jacksonville Road Bellefonte, PA 16823 (814) 355-7912	Barbara Saulsbury & John Dillon
Bradford	Kinzua East KOA	Kinzua Heights Route 59 Bradford, PA 16701 (814) 368-3662	Gary & Mary Estep
Coatesville	Philadelphia/West Chester KOA	1659 Embreeville Road Coatesville, PA 19320 (610) 486-0447	Levesque, Inc.

Pennsylvania			
City	Campground	Address/Telephone	Franchisee
Connellsville	Uniontown KOA	1101 Riveredge Road Connellsville, PA 15425 (724) 628-4880	RVino-UT, LLC
DuBois	DuBois/Treasure Lake KOA	13 Treasure Lake DuBois, PA 15801-9001 (814) 913-1437	Treasure Lake Property Owners Association, Inc.
East Stroudsburg	Delaware Water Gap/Pocono Mountain KOA	227 Hollow Road East Stroudsburg, PA 18302 (570) 223-8000	Delaware Water Gap Group, LLC
Elizabethtown	Elizabethtown/Hershey KOA	1980 Turnpike Road Elizabethtown, PA 17022 (717) 367-7718	Rustic Meadows Camping and Golf Resort, Inc.
Gettysburg	Gettysburg/Battlefield KOA	20 Knox Road Gettysburg, PA 17325 (717) 642-5713	John & Lorelle Bergeron
Honesdale	Honesdale/Poconos KOA	50 Countryside Lane Honesdale, PA 18431 (570) 253-0424	Cartmell's Home & Commercial Inspections, Inc.
Jonestown	Jonestown KOA	11 Lickdale Road Jonestown, PA 17038 (717) 865-6411	Lickdale Campground Inc.
McKean	Erie KOA	6645 West Road McKean, PA 16426 (814) 476-7706	Sharmie Corporation
Meadville	Meadville KOA	25164 State Highway 27 Meadville, PA 16335 (814) 789-3251	Ballans Holdings Company, LLC
Mercer	Mercer/Grove City KOA	1337 Butler Pike Mercer, PA 16137 (724) 748-3160	MGC Holiday, LLC
New Columbia	Williamsport South/Nittany Mountain KOA	2751 Millers Bottom Road New Columbia, PA 17856 (570) 568-5541	Milestone Recreation, Inc.
New Holland	Lancaster/New Holland KOA	354 Springville Road New Holland, PA 17557 (717) 354-7926	897 Properties, LLC
New Tripoli	Allentown KOA	6750 KOA Drive New Tripoli, PA 18066 (610) 298-2160	Fun Unlimited, LLC
Ruffs Dale	Madison/Pittsburgh SE KOA	764 Waltz Mill Road Ruffs Dale, PA 15679 (724) 722-4444	Heritage RV Resort of PA, LLC
Saxton	Raystown Lake/Saxton KOA	19366 Little Valley Road Saxton, PA 16678 (814) 477-1005	Four Seasons at Raystown Lake Camping Resort, LLC
Washington	Washington/Pittsburgh SW KOA	7 KOA Road Washington, PA 15301 (724) 225-7590	Richard & Sharon LeClair

South Carolina			
City	Campground	Address/Telephone	Franchisee
Anderson	Anderson/Lake Hartwell KOA	200 Wham Road Anderson, SC 29625 (864) 287-3161	Christine Mathieu & Kathleen Dye
Fort Mill	Charlotte/Fort Mill KOA	940 Gold Hill Road Fort Mill, SC 29708 (803) 548-1148	Diversified Entertainment, Inc.

South Carolina			
City	Campground	Address/Telephone	Franchisee
Gaffney	Spartanburg NE/Gaffney KOA	160 Sarratt School Road Gaffney, SC 29341 (864) 489-2022	BusTex Corp.
Kinards	Newberry/I-26/Sumter NF KOA	567 Fairview Church Road Kinards, SC 29355 (864) 697-1214	Forever Summer Management, LLC
Ladson	Charleston KOA	9494 Highway 78 Ladson, SC 29456 (843) 797-1045	Charleston Campground & Plantation Acres, LLC dba Charleston KOA
Mt. Pleasant	Mount Pleasant/Charleston KOA	3157 Highway 17 North Mt. Pleasant, SC 29466 (843) 849-5177	Oakland Associates Limited Partnership
Myrtle Beach	Myrtle Beach KOA	613 5th Ave S Myrtle Beach, SC 29577-4107 (843) 448-3421	Salt Creek Campground, LLC
Summerton	Santee/Santee Lakes KOA	1268 Gordon Road Summerton, SC 29148-8671 (803) 478-2262	Santee Lakes, Inc.
Travelers Rest	Travelers Rest/N Greenville KOA	2400 North Highway 25 Travelers Rest, SC 29690 (864) 834-8150	Johnson Creek Resort, LLC
Yemassee	Point South/I-95/Yemassee KOA	14 Campground Road (I-95, Exit 33 & US 17) Yemassee, SC 29945 (843) 726-5733	Point South Kamp Ground, Inc.

South Dakota			
City	Campground	Address/Telephone	Franchisee
Custer	Custer/Mt. Rushmore/Black Hills KOA	12021 US Highway 16 Custer, SD 57730 (605) 673-4304	Walter & Catherine Hodgson
Hill City	Mount Rushmore KOA at Palmer Gulch	12620 Highway 244 Hill City, SD 57745 (605) 574-2525	Recreational Adventures Co.
Hot Springs	Hot Springs/Black Hills KOA	27585 SD Highway 79 Hot Springs, SD 57747 (605) 745-6449	Zest, LLC
Interior	Badlands/White River KOA	20720 SD Highway 44 Interior, SD 57750 (605) 433-5337	White River Enterprises, Inc.
Kennebec	Kennebec KOA	307 South Highway 273 (I-90 Exit 235) Kennebec, SD 57544 (605) 869-2300	Callahan Family Enterprises, LLC
Lead	Deadwood/Black Hills KOA	1 Mile West of Deadwood on Highway 14A Lead, SD 57754 (605) 578-3830	DDG Deadwood, LLC
Midland	Belvidere East/Exit 170 KOA	24201 SD Highway 63 Midland, SD 57552-7302 (605) 344-2247	Belvidere East Campground, LLC
Mitchell	Mitchell KOA	41255 SD Highway 38 Mitchell, SD 57301 (605) 996-1131	J & J Campground Mitchell LLC
North Sioux City	Sioux City North KOA	675 Streeter Drive	Kueenland II, Inc.

South Dakota			
City	Campground	Address/Telephone	Franchisee
		North Sioux City, SD 57049 (605) -232-4519	
Rapid City	Rapid City/Black Hills KOA	3010 East Highway 44 Rapid City, SD 57703 (605) 348-2111	Recreational Adventures Co.
Sioux Falls	Sioux Falls KOA	1401 East Robur Drive Sioux Falls, SD 57104 (605) 332-9987	Parks Limited, Inc.
Spearfish	Spearfish/Black Hills KOA	41 West Highway 14 (I-90 Exit 10) Spearfish, SD 57783 (605) 642-4633	SD Campground and Residency Center, Inc.
Yankton	Yankton/Missouri River KOA	807 Bill Baggs Road Yankton, SD 57078 (605) 260-1010	Yankton Missouri River Kampground, LLC

Tennessee			
City	Campground	Address/Telephone	Franchisee
Blountville	Bristol/Kingsport KOA	425 Rocky Branch Road Blountville, TN 37617 (423) 323-7790	Independent Inventory Service, Inc.
Buchanan	Paris Landing/Kentucky Lake KOA	6290 East Antioch Road Buchanan, TN 38222 (731) 642-6895	Fire Light Adventures, LLC
Clinton	Clinton/Knoxville North KOA	2423 N Charles G. Seivers Boulevard Clinton, TN 37716 (865) 494-9386	MDC Investments, Inc.
Cosby	Gatlinburg East/Smoky Mountain KOA	4874 Hooper Highway Cosby, TN 37722 (844) 557-6778	SOC Investment Corporation
Crossville	Crossville/I-40 KOA	6575 Highway 70 E Crossville, TN 38555 (931) 707-5349	Acorns to Oaks, LLC
Goodlettsville	Nashville North KOA	1200 Louisville Highway Goodlettsville, TN 37072 (615) 859-0348	Nashville North Property Owner, LLC
Greeneville	Baileyton KOA	7485 Horton Highway Greeneville, TN 37745 (423) 234-4992	Golden Tent Corporation
Hurricane Mills	Buffalo/I-40/Exit 143 KOA	473 Barren Hollow Road Hurricane Mills, TN 37078 (931) 296-1306	3 Stooges Corporation
Jonesborough	Jonesborough/Cherokee NF KOA	3937 Highway 81 S. Jonesborough TN 37659 (423) 753-5359	RFS Holdings, Inc.
Lebanon	Nashville East/Lebanon KOA	2100 Safari Camp Road Lebanon, TN 37090 (615) 449-5527	Saltz Real Estate, LLC
Manchester	Manchester KOA	586 Campground Road Manchester, TN 37355 (931) 728-9777	RVino Manchester TN, LLC
McDonald	Chattanooga North/Cleveland KOA	648 Pleasant Grove Road McDonald, TN 37353 (423) 472-8928	TNA Investment Co.
Newport	Newport/I-40/Smoky Mountains KOA	240 KOA Lane Newport, TN 37821 (423) 623-9004	Kishan Patel and Bimal Patel

Tennessee			
City	Campground	Address/Telephone	Franchisee
Sweetwater	Sweetwater/I-75/Exit 62 KOA	269 Murray's Chapel Road Sweetwater, TN 37874 (865) 213-3900	Timothy & Kathryn Allen

Texas			
City	Campground	Address/Telephone	Franchisee
Abilene	Abilene KOA	4851 West Stamford Street Abilene, TX 79603 (325) 672-3681	Phil's Boys Campground, LLC
Amarillo	Amarillo KOA	1100 Folsom Road Amarillo, TX 79108 (806) 335-1792	Pierces Dodge City, Inc.
Austin	Austin East KOA	7611 Grover Avenue Austin, TX 78757 (512) 422-6356	Moon Shine Development, LLC
Brookeland	Brookeland/Lake Sam Rayburn KOA	505 County Road 212 Brookeland, TX 75931 (409) 698-3422	Gary Willis
Bryan	Bryan/North College Station	12942 S State Highway 6 Bryan TX 77807	RV Park Property, LLC
Burkburnett	Burkburnett/Wichita Falls KOA	1202 East 3rd Street Burkburnett, TX 76354 (940) 569-3081	Daley Boys, Inc.
Canton	Canton KOA	13785 State Highway 19 Canton, TX 75103 (909) 437-8568	Silver Spur Homes, LLC
Corpus Christi	Corpus Christi KOA	101 Caribbean Drive Corpus Christi TX 78418	B L Marina Properties, LP
Cotulla	Cotulla/Nueces River KOA	153 RV Park Road Cotulla, TX 78014 (830) 879-4181	Cotulla Camp Resort, LLC
Kerrville	Kerrville KOA	2400 Goat Creek Road Kerrville, TX 78028 (830) 895-1665	Woodstock Partners, LLC
Leander	Leander/NW Austin KOA	2689 Hero Way (previously 1351 County Road 269) Leander, TX 78641 (512) 259-7200	Sunshine RV Park, LLC
Lubbock	Lubbock KOA	5502 County Road 6300 Lubbock, TX 79416 (806) 762-8653	Gerald & Claire Blair
Lufkin	Lufkin KOA	250 FM 2021 Lufkin, TX 75901 (936) 238-3721	Lufkin Resort, Inc.
Mt. Pleasant	Mount Pleasant KOA	2322 Greenhill Road Mt. Pleasant, TX 75455 (903) 572-5005	Baker Parks, LLC
Odessa	Midland/Odessa KOA	220 South County Road 1290 Odessa TX 79765 (432) 563-2368	Riceland Pavilion Part 1, LLC
Port Lavaca	Port Lavaca/Matagorda Bay KOA	1348 County Road 302 Port Lavaca TX 77979 (361) 893-5120	Serenity RV Resort, LP

Texas			
City	Campground	Address/Telephone	Franchisee
Rusk	Rusk KOA	745 FM 343 East Rusk, TX 75785 (903) 683-6641	Hills Fun Investments, LLC
San Angelo	San Angelo KOA	6699 Knickerbocker Road San Angelo, TX 76904 (325) 949-3242	Concho Valley Campgrounds
San Antonio	San Antonio/Alamo KOA	602 Gembler Road San Antonio, TX 78219-3122 (210) 224-9296	Alamo Kampgrounds, Inc.
Sanger	Sanger/Denton North KOA	13037 Interstate 35 North Sanger, TX 76266 (940) 458-5979	McClain's Longhorn RV, Inc.
Texarkana	Texarkana KOA	500 St. Michael Drive Texarkana, TX 75503 (903) 792-5521	Luxury Lodges of Texas, Inc.
Weatherford	Weatherford/Fort Worth West KOA	2205 Tin Top Road Weatherford, TX 76087 (817) 594-8801	Kicker 13, LLC

Utah			
City	Campground	Address/Telephone	Franchisee
Beaver	Beaver KOA	1428 Manderfield Road Beaver, UT 84713 (435) 438-2924	J-J BAKD, LC
Brigham City	Brigham City/Perry South KOA	1040 West 3600 South Brigham City, UT 84302 (435) 723-5503	Sites & Wonders, Inc.
Cannonville	Cannonville/Bryce Valley KOA	215 North Red Rock Drive Cannonville, UT 84718 (435) 679-8988	Hoodoo Outdoor Hospitality, LLC
Fillmore	Fillmore KOA	410 West 900 South Fillmore, UT 84631 (435) 743-4420	JOS1 RV, LLC
Garden City	Bear Lake/Marina Side KOA	485 North Bear Lake Blvd Garden City, UT 84028 (435) 946-3454	Dan & Debra Moldenhauer
Garden City	Bear Lake/Trail Side KOA	485 N Bear Lake Blvd. Garden Lake, UT 84028 (435) 730-7795	MMB2, LLC
Green River	Green River KOA	235 South 1780 East Green River, UT 84525 (435) 564-8195	K & J Green River Properties, LLC
Hurricane	St. George/Hurricane KOA	5800 North Highway 91 Hurricane, UT 84737 (435) 879-2212	MHC St. George, LLC
Manila	Flaming Gorge/Manila KOA	320 West Highway 43 Manila, UT 84046 (435) 784-3184	TF Quarter Circle, LLC
Monument Valley	Monument Valley KOA	Milepost 2, Highway 163 Monument Valley, UT 84536 (435) 485-0661	Monument Valley Camp Park, LLC
Panguitch	Panguitch KOA	555 South Main	David & Kathleen Cooper

Utah			
City	Campground	Address/Telephone	Franchisee
		Panguitch, UT 84759 (435) 676-2225	
Richfield	Richfield KOA	590 West 600 South Richfield, UT 84701 (435) 896-6674	Richfield Camping, LLC
Salt Lake City	Salt Lake City KOA	1400 West North Temple Salt Lake City, UT 84116 (801) 328-0224	J-J BAKD, LC
Springville	Springville/Provo KOA	1550 N 1750 W Springville, UT 84663 (801) 491-0700	Preserve Springville, LLC
Vernal	Vernal/Dinosaurland KOA	930 North Vernal Avenue Vernal, UT 84078 (435) 789-2148	Vernal Camping, LLC
Virgin	Zion National Park KOA	One Camino Del Rio Virgin UT 84779 (702) 539-8058	Noah & Sydni Investments, LLC

Vermont			
City	Campground	Address/Telephone	Franchisee
Bomoseen	Lake Bomoseen KOA	18 Campground Drive Bomoseen, VT 05732 (802) 273-2061	Lake Bomoseen Campground, Inc.
East Dummerston	Brattleboro North KOA	1238 US-5 (or US Route 5) East Dummerston, VT 05346-9764 (802) 254-5908	BERTAVENTURE, LLC
White River Junction	Quechee/Pine Valley KOA	3700 Woodstock Road White River Junction, VT 05001 (802) 296-6711	Pine Valley Inc.

Virginia			
City	Campground	Address/Telephone	Franchisee
Broadway	Harrisonburg/Shenandoah Valley KOA	12480 Mountain Valley Road Broadway, VA 22815 (540) 896-8929	HSV Holiday, LLC
Cape Charles	Cape Charles/Chesapeake Bay KOA	32246 Lankford Highway Cape Charles, VA 23310-1200 (757) 331-1776	Sunset Beach Investments, LLC
Charlottesville	Charlottesville KOA	3825 Red Hill Road Charlottesville, VA 22903 (434) 296-9881	Virginia Camping Resorts LLC
Chincoteague Island	Chincoteague Island KOA	6742 Maddox Blvd. Chincoteague Island, VA 23336 (757) 336-3111	Oceanside Resort, LLC
Doswell	Richmond North/Kings Dominion KOA	10061 Kings Dominion Blvd. Doswell, VA 23047-1915 (804) 876-3500	Millennium Operations, LLC
Fancy Gap	Fancy Gap/Blue Ridge Parkway KOA	47 Fox Trail Loop Fancy Gap, VA 24328 (276) 728-7776	Family Fun Memories, Inc.
Fredericksburg	Fredericksburg/Washington DC South KOA	7400 Brookside Lane Fredericksburg, VA 22408-8856 (540) 898-7252	Recreational Adventures Campgrounds, LLC

Virginia			
City	Campground	Address/Telephone	Franchisee
Monroe	Lynchburg NW/Blue Ridge Parkway KOA	6252 Elon Road Monroe, VA 24574 (434) 299-5228	This Is Living, Inc.
Natural Bridge	Natural Bridge/Lexington KOA	214 Kildeer Lane Natural Bridge, VA 24578 (540) 291-2770	Conger Campgrounds – Natural Bridge, LLC
Williamsburg	Williamsburg/Bush Gardens Area KOA	4000 Newman Road Williamsburg, VA 23188 (757) 565-2907	Scimmino Recreation, Inc.
Wytheville	Wytheville KOA	231 KOA Road Wytheville, VA 24382 (276) 228-2601	Savvas Pakkidis and Barbara Jean Pakkidis Inter-vivos Trust of 2005

Washington			
City	Campground	Address/Telephone	Franchisee
Bay Center	Bay Center/Willapa Bay KOA	457 Bay Center Road Bay Center, WA 98527 (360) 875-6344	Bay Center Campground, Inc.
Burlington	Burlington/Anacortes KOA	6397 North Green Road Burlington, WA 98233 (360) 724-5511	Y. S. RV Resort LLC
Castle Rock	Longview North/Mount St. Helens KOA	167 Schaffran Road Castle Rock, WA 98611 (360) 274-8522	B & I Orndoff, LLC
Colfax	Boyer Park & Marina/Snake River KOA	1753 Granite Road Colfax WA 99111 (509) 397-3208	MnM Holidays, LLC
Concrete	Concrete/Grandy Creek	7370 Russell Road Concrete, WA 98237 (360) 826-3554	MHC Grandy Creek, L.L.C.
Ellensburg	Ellensburg KOA	32 South Thorp Highway Ellensburg, WA 98926 (509) 925-9319	Ellensburg Camp Resort, LLC
Leavenworth	Leavenworth/Pine Village KOA	11401 Riverbend Drive Leavenworth, WA 98826 (509) 548-7709	Recreational Adventures Campgrounds, LLC
Lynden	Lynden/Bellingham KOA	8717 Line Road Lynden, WA 98264 (360) 354-4772	Martin Family Campgrounds, Inc.
Newport	Newport/Little Diamond Lake KOA	1002 McGowen Road Newport, WA 99156 (509) 447-4813	MHC NAC Inc.
Pasco	Pasco/Tri-Cities KOA	8801 St. Thomas Drive Pasco, WA 99301 (509) 542-1357	Sandy Heights RV Park, LLC
Port Angeles	Olympic Peninsula/Port Angeles KOA	80 O'Brien Road Port Angeles, WA 98362 (360) 457-5916	ADX Properties, LLC
Spokane Valley	Spokane KOA	North 3025 Barker Road Spokane Valley, WA 99027 (509) 924-4722	Spokane Valley Campground of Spokane, LLC

Washington			
City	Campground	Address/Telephone	Franchisee
Starbuck	Starbuck/Lyons Ferry Marina KOA	102 Lyons Ferry Road Starbuck, WA 99359 (509) 399-8020	KKNFAM, LLC
Winthrop	Winthrop/North Cascades National Park KOA	1114 State Route 20 PO Box 305 Winthrop, WA 98862 (509) 996-2258	MMRW, LLC

West Virginia			
City	Campground	Address/Telephone	Franchisee
Harpers Ferry	Harpers Ferry/Civil War Battlefields KOA	343 Campground Road Harpers Ferry, WV 25425 (304) 535-6895	Recreational Adventures Campgrounds Limited Liability Company
Milton	Huntington/Fox Fire KOA	290 Fox Fire Road Milton, WV 25541 (304) 743-5622	A & A Resort, LLC
Morgantown	Morgantown/Mylan Park	500 Mylan Park Lane Morgantown WV 26501 (304) 933-2784	Mylan Park Foundation, Inc.
Sutton	Flatwoods KOA	2000 Sutton Lane Sutton, WV 26601 (304) 765-5055	John Skidmore Development, Inc.

Wisconsin			
City	Campground	Address/Telephone	Franchisee
Alma Center	Hixton/Alma Center KOA	N9657 State Road 95 Alma Center, WI 54611 (715) 964-2508	Fritz & Family Adventures, LLC
Glenbeulah	Fond du Lac East/Kettle Moraine KOA	N5456 Division Road Glenbeulah, WI 53023 (920) 234-0132	Sun Westward Ho RV, LLC
Hayward	Hayward KOA	11544 North US Highway 63 Hayward, WI 54843 (715) 634-2331	Hayward Property Owner, LLC
Milton	Milton KOA	872 E. State Road 59 Milton, WI 53563 (608) 868-4141	Hidden Valley RV Resort, LLC
Oakdale	Oakdale KOA	200 Jay Street Oakdale, WI 54649 (608) 372-5622	Cross Creek, LLC
Wisconsin Dells	Wisconsin Dells KOA	South 235A Stand Rock Road Wisconsin Dells, WI 53965 (608) 254-4177	Parks Limited, Inc.

Wyoming			
City	Campground	Address/Telephone	Franchisee
Bar Nunn	Casper KOA	1101 Prairie Lane Bar Nunn, WY 82601 (307) 577-1664	Casper Parks, LLC
Buffalo	Buffalo KOA	87 US Highway 16 East Buffalo, WY 82834 (307) 684-5423	Cali Boy & Miss Girl Company

Wyoming			
City	Campground	Address/Telephone	Franchisee
Cheyenne	Cheyenne KOA	8800 Archer Frontage Road Cheyenne, WY 82007-9654 (307) 638-8840	Seven K's Enterprises of WY, Inc.
Cody	Cody KOA	5561 Greybull Highway Cody, WY 82414 (307) 587-2369	Recreational Adventures Co.
Devils Tower	Devils Tower/Black Hills KOA	60 Highway 110 PO Box 100 Devils Tower, WY 82714 (307) 467-5395	Driskill Holdings, LLC
Douglas	Douglas KOA	168 Cold Springs Road (Highway 91) Douglas, WY 82633 (307) 358-2164	GV Douglas, LLC
Dubois	Dubois/Wind River KOA	225 Welty Street Dubois, WY 82513 (307) 455-2238	Dubois Property Owner, LLC
Greybull	Greybull KOA	399 North 2nd Street Greybull, WY 82426 (307) 250-3919	CAMP GREYBULL LLC
Laramie	Laramie KOA	1271 West Baker Street Laramie, WY 82072 (307) 742-6553	Seven K's Enterprises of WY, Inc.
Lyman	Lyman KOA	1531 State Highway 413 Lyman, WY 82937 (307) 786-2188	S. Clark & Mary Anderson Clinton Anderson
Rawlins	Rawlins KOA	205 East Highway 71 Rawlins, WY 82301 (307) 328-2021	Lucas Outdoor, Inc.
Rock Springs	Rock Springs/Green River KOA	86 Foothill Boulevard Rock Springs, WY 82901 (307) 362-3063	MMR LLC
Sheridan	Sheridan/Big Horn Mountains KOA	63 Decker Road Sheridan, WY 82801 (307) 674-8766	Sheridan Holdings, LLC

LIST OF FORMER FRANCHISEES – December 31, 2021

The name and last known home address and telephone number of every franchisee who had a franchise agreement terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the KOA system.

California			
City	Campground	Address/Telephone	Franchisee
Shingle Springs	Placerville KOA	4655 Rock Barn Road Shingle Springs, CA 95682(530) 676-2267	Placerville Camping, Inc.
Visalia	Visalia/Sequoia National Park KOA	7480 Avenue 308 Visalia, CA 93291 (559) 651-0544	Campground of Visalia, LLC
Shingletown	Mt. Lassen/Shingletown KOA	7749 KOA Road Shingletown, CA 96088 (530) 474-3133	James & Diana Rhine
Acton	Acton/Los Angeles North KOA	7601 Soledad Canyon Road Acton, CA 93510 (661) 268-1214	Action Camp

Colorado			
City	Campground	Address/Telephone	Franchisee
Durango	Durango North/Riverside KOA	13391 CR 250 Durango CO 81301 (970) 247-4499	Fritz & Becky Bailey

Florida			
City	Campground	Address/Telephone	Franchisee
Fort McCoy	Fort McCoy/Lake Ocklawaha KOA	15991 NE 243rd Place Road Fort McCoy, FL 32134 (352) 546-5500	Rebell Investors Corporation

Georgia			
City	Campground	Address/Telephone	Franchisee
Kingsland	Jacksonville North/St. Marys KOA	2970 Scrubby Bluff Road Kingsland, GA 31548 (912) 729-3232	Happy Camping, LLC
Cartersville	Cartersville/Cassville-White KOA	800 Cassville-White Road NW Cartersville, GA 30121 (770) 382-7330	Cartersville Campgrounds, Inc.

Illinois			
City	Campground	Address/Telephone	Franchisee
Casey	Casey KOA	1248 East 1250th Road Casey, IL 62420 (217) 932-5319	Glenn & Catherine Klinkman

Exhibit H
List of Former Franchisees

Indiana			
City	Campground	Address/Telephone	Franchisee
Anderson	Anderson/Muncie KOA	3230 East CR-75 Anderson, IN 46017 (765) 378-5909	Timberline Valley RV Resort, LLC
Granger	South Bend/Elkhart North KOA	50707 Princess Way Granger, IN 46530 (574) 277-1335	Schenk-Jetzer Campground,Inc.
Nashville	Brown County/Nashville KOA	2248 State Road 46E Nashville, IN 47448-9250 (812) 988-4675	MPM Properties, LLC

Kansas			
City	Campground	Address/Telephone	Franchisee
WaKeeney	WaKeeney KOA	25027 South Interstate WaKeeney, KS 67672 (785) 743-5612	Woodyz Playground, LLC
Iowa	Lake Charles East/Iowa KOA	21125 Louisiana Cotton Dr. Iowa, LA 70647 (337) 496-7033	Westhaven, LLC

Kentucky			
City	Campground	Address/Telephone	Franchisee
Bowling Green	Bowling Green KOA	1960 Three Springs Road Bowling Green, KY 42104 (270) 843-1919	Yvonne Goad
Argillite	Ashland/Huntington West KOA	80 KOA Lane Argillite, KY 41121	Defining Moment Campgrounds, Inc.

Louisiana			
City	Campground	Address/Telephone	Franchisee
Iowa	Lake Charles East/Iowa KOA	21125 Louisiana Cotton Dr. Iowa, LA 70647 (337) 496-7033	Westhaven, LLC
Naples	Naples KOA	295 Sebago Road Naples, ME 04055 (207) 693-5267	Crepeau Investments, Inc.

Maine			
City	Campground	Address/Telephone	Franchisee
Naples	Naples KOA	295 Sebago Road Naples, ME 04055 (207) 693-5267	Crepeau Investments, Inc.

Michigan			
City	Campground	Address/Telephone	Franchisee
Emmett	Emmett KOA	3864 Breen Road Emmett, MI 48022	Four Fun, Inc.
Covert	Covert/South Haven KOA	39397 M-140 Highway Covert, MI 49043 (269) 764-0818	G & E Property Leasing & Management Services, Inc.

Exhibit H
List of Former Franchisees

Minnesota			
City	Campground	Address/Telephone	Franchisee
Bemidji	Bemidji KOA	510 Brightstar Road NW Bemidji, MN 56601 (218) 444-7562	JCV Enterprises, LLC
Hayward	Albert Lea/Austin KOA	84259 County Road 46 Hayward, MN 56043 (507) 373-5170	River Trails Inc.

Mississippi			
City	Campground	Address/Telephone	Franchisee
Gulfport	Gulfport KOA	13247 Seaway Road Gulfport, MS 39503 (228) 861-8064	Lake Gulfport RV Resort & Marina, LLC

Missouri			
City	Campground	Address/Telephone	Franchisee
Lebanon	Lebanon/Bennett Spring KOA	13654 Highway 64 Lebanon, MO 65536 (417) 533-2616	13654 Lebanon, LLC

Montana			
City	Campground	Address/Telephone	Franchisee
Polson	Polson/Flathead Lake KOA	200 Irvine Flats Road Polson, MT 59860 (888) 883-2151	Polson RV Resort, LLC
Butte	Butte KOA	1601 Kaw Avenue Butte, MT 59701 (406) 782-8080	JTC Adventures, LLC
Helena	Helena North KOA	850 Lincoln Road West Helena, MT 59602 (406) 458-3725	Hurricane Helena, LLC
Missoula	Missoula KOA	3450 Tina Avenue Missoula, MT 59808 (406) 549-0881	EL-MAR RV/MH VILLAGE, INC.
Red Lodge	Red Lodge KOA	7464 Highway 212 Red Lodge, MT 59068 (406) 446-2364	Camp Davidson, Inc.
West Glacier	West Glacier KOA	355 Halfmoon Flats Road PO Box 215 West Glacier, MT 59936 (406) 387-5341	McClure Limited Liability Company

New Hampshire			
City	Campground	Address/Telephone	Franchisee
Twin Mountain	Twin Mountain/Mt. Washington KOA	372 Route 115 Twin Mountain, NH 03595(603) 846-5559	Cherry Mountain Resort, Inc.
Lisbon	Littleton/Franconia Notch KOA	2154 Route 302 Lisbon, NH 03585 (603) 838-5525	RBH Kampground Holdings,LLC

Exhibit H
List of Former Franchisees

New Mexico			
City	Campground	Address/Telephone	Franchisee
Santa Fe	Santa Fe KOA	934 Old Las Vegas Highway Santa Fe, NM 87505 (505) 466-1419	NM Campgrounds, Inc.
Silver City	Silver City KOA	11824 Highway 180 EastSilver City, NM 88022 (575) 388-3351	RTNJ Holding Company

New York			
City	Campground	Address/Telephone	Franchisee
Natural Bridge	Natural Bridge/Watertown KOA	6081 NYS Route 3 Natural Bridge NY 13665(315) 644-4098	NYSJK, LLC
Henderson	1000 Islands/Association Island KOA	15530 Snowshoe Road Henderson, NY 13650 (800) 393-4189	Association Island RV Resort& Marina, LLC
Dewittville	Chautauqua Lake KOA	5652 Thumb Road Dewittville, NY 14728 (716) 386-3804	Chautauqua Heights, Inc.

North Carolina			
City	Campground	Address/Telephone	Franchisee
Swannanoa	Asheville East KOA	Swannanoa, NC 28778-9126 (828) 686-3121	Vicki Gilkeyson Jeff & Jeanie Buice

North Dakota			
City	Campground	Address/Telephone	Franchisee
Minot	Minot KOA	1945 20th Avenue SE Minot, ND 58701-6015 (701) 839-8878	Swenson Valley View RVPark, LLP

Ohio			
City	Campground	Address/Telephone	Franchisee
Brookville	Dayton KOA	7796 Wellbaum Road Brookville, OH 45309 (937) 833-3888	Joseph & Rhonda Landis
Sunbury	Sunbury/Columbus North KOA	8644 Porter Central Road Sunbury, OH 43074 (740) 625-6600	Autumn Lakes Family Campground, LLC
Thompson	Thompson/Grand River Valley KOA	6445 Ledge Road Thompson, OH 44086 (440) 298-1311	Heritage Hills Campground, LLC

Exhibit H
List of Former Franchisees

Oregon			
City	Campground	Address/Telephone	Franchisee
Central Point	Medford/Gold Hill KOA	12297 Blackwell Road Central Point, OR 97502(541) 855-7710	Kenneth & Kathyrn Ferris
Albany	Albany/Corvallis KOA	33775 Oakville Road SW Albany, OR 97321 (541) 967-8521	RVJ, Inc.

South Dakota			
City	Campground	Address/Telephone	Franchisee
Lead	Deadwood/Black Hills KOA	1 Mile West of Deadwood on Highway 14A Lead, SD 57754 (605) 578-3830	Ole & Lena Group, LLC

Tennessee			
City	Campground	Address/Telephone	Franchisee
Newport	Newport/I-40/SmokyMountains KOA	240 KOA Lane Newport, TN 37821 (423) 623-9004	Albert M. Jr. & Virginia L. Bockoven
Manchester	Manchester KOA	586 Campground Road Manchester, TN 37355 (931) 728-9777	Jerry Dale

Texas			
City	Campground	Address/Telephone	Franchisee
Onalaska	Lake Livingston/Onalaska KOA	15152 US Highway 190 West Onalaska, TX 77360 (936) 646-3824	Stutts Investments, LLC
Fredericksburg	Fredericksburg KOA	5681 East US Highway 290 Fredericksburg, TX 78624 (830) 997-4796	Randy Snapp

Utah			
City	Campground	Address/Telephone	Franchisee
Cedar City	Cedar City KOA	1121 North Main Cedar City, UT 84721 (435) 586-9872	Cedar City Adventures, Inc.
Fillmore	Fillmore KOA	410 West 900 South Fillmore, UT 84631 (435) 743-4420	The Quays, LLC

Virginia			
City	Campground	Address/Telephone	Franchisee
Luray	Luray KOA	3402 Kimball Road Luray, VA 22835 (540) 743-1539	Luray RV Resort Incorporated

Exhibit H
List of Former Franchisees

Washington			
City	Campground	Address/Telephone	Franchisee
Bay Center	Bay Center/Willapa Bay KOA	457 Bay Center Road Bay Center, WA 98527(360) 875-6344	KISFISH, Inc.
Kent	Seattle/Tacoma KOA	5801 South 212th Street Kent, WA 98032 (253) 872-8652	Recreational Adventures Co.
Colfax	Boyer Park & Marina/SnakeRiver KOA	1753 Granite Road Colfax WA 99111 (509) 397-3208	Seven K's Enterprises of WA, Inc.
Ellensburg	Ellensburg KOA	32 South Thorp Highway Ellensburg, WA 98926 (509) 925-9319	Shadd M. McEwan and Dawn E. McEwan
Starbuck	Starbuck/Lyons Ferry MarinaKOA	102 Lyons Ferry Road Starbuck, WA 99359 (509) 399-8020	Seven K's Enterprises of WA, Inc.

Wisconsin			
City	Campground	Address/Telephone	Franchisee
Hayward	Hayward KOA	11544 North US Highway 63 Hayward, WI 54843 (715) 634-2331	Western Outdoors Adventures, LLC
DeForest	Madison KOA	4859 County Road V DeForest, WI 53532 (608) 846-4528	A-One Supply, Inc.
Oakdale	Oakdale KOA	200 Jay Street Oakdale, WI 54649 (608) 372-5622	Whispering Woods, LLC

Wyoming			
City	Campground	Address/Telephone	Franchisee
Rawlins	Rawlins KOA	205 East Highway 71 Rawlins, WY 82301 (307) 328-2021	RAWWYO, LLC
Sheridan	Sheridan/Big Horn Mountains KOA	63 Decker Road Sheridan, WY 82801 (307) 674-8766	OnEaglesWingsL&L, LLC
Douglas	Douglas KOA	168 Cold Springs Road (Highway 91) Douglas, WY 82633 (307) 358-2164	Jodi Neverve

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date	State	Effective Date
California		New York	
Hawaii		North Dakota	
Illinois		Rhode Island	
Indiana		South Dakota	
Maryland		Virginia	
Michigan		Washington	
Minnesota		Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If KOA offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Maryland require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Washington and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If KOA does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on **Exhibit D**.

The franchisor is Kampgrounds of America, Inc., Transwestern Plaza III, 550 North 31st Street, Billings, Montana 59101. Its telephone number is 406-248-7444.

The name, principal business address, and telephone number of each franchise seller offering the franchise is: _____
_____.

Date of Issuance: April 29, 2022

See **Exhibit E** for our registered agents authorized to receive service of process.

I have received a franchise disclosure document dated April 29, 2022 that included the following:

Exhibit A-1	**Franchise Agreement – Form W**
Exhibit A-2	**California Addendum to KOA Franchise Agreement**
Exhibit A-3	**Hawaii Addendum to KOA Franchise Agreement**
Exhibit A-4	**Illinois Addendum to KOA Franchise Agreement**
Exhibit A-5	**Indiana Addendum to KOA Franchise Agreement**
Exhibit A-6	**Maryland Addendum to KOA Franchise Agreement**
Exhibit A-7	**Minnesota Addendum to KOA Franchise Agreement**
Exhibit A-8	**New York Addendum to KOA Franchise Agreement**
Exhibit A-9	**North Dakota Addendum to KOA Franchise Agreement**
Exhibit A-10	**Rhode Island Addendum to KOA Franchise Agreement**
Exhibit A-11	**South Dakota Addendum to KOA Franchise Agreement**
Exhibit A-12	**Washington Addendum to KOA Franchise Agreement**
Exhibit A-13	**Wisconsin Addendum to KOA Franchise Agreement**
Exhibit A-14	**Conversion Franchise Agreement Addendum**
Exhibit A-15	**Franchise Agreement – Form W-1**
Exhibit A-16	**New Construction Commitment Agreement**
Exhibit B	**Financial Statements**
Exhibit C	**Manuals**
Exhibit D	**State Administrators**
Exhibit E	**Agents for Service of Process**
Exhibit F	**State Addenda to Franchise Disclosure Document**
Exhibit G	**List of Franchisees**
Exhibit H	**List of Former Franchisees**

Exhibit I **State Effective Dates**
Exhibit J **Receipt Pages (Franchisee Copy) and (KOA, Inc. Copy)**

Date Disclosure Document received:_____
(Do not leave blank)

Date Receipt signed: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed Receipt either by signing, dating and mailing the original Receipt by U.S. Mail to KOA. You may also return the signed and dated Receipt electronically by emailing it to KOA at franchisesales@koa.net. If your Receipt is returned electronically, each shall bedeemed to be an original, duly and validly executed and delivered, and shall be valid and effective for all purposes. Please be certain to retain a copy of the signed and dated Receipt for your records.

Exhibit J
Receipt Pages
KOA, Inc. Copy

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If KOA offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Date Disclosure Document received: _____
(Do not leave blank)

Date Receipt signed: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

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