

FRANCHISE DISCLOSURE DOCUMENT

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Received
LA Mailroom
AUG 14 2019
Department of
Business Oversight



The franchise is for the establishment and operation of camp-resorts under the "Yogi Bear's Jellystone Park Camp-Resort" name, service mark and System for short-term rental to the general public and the sale of related goods and services

The total investment necessary to begin operation of a Leisure Systems, Inc. ("LSI") franchise by purchasing a new franchise ranges from \$1,005,000 to \$3,006,000 and by converting an existing business ranges from \$52,000 to \$706,000. This includes the upfront purchase costs paid to the franchisor or affiliate that typically range from \$4,000 to \$15,000 for signs, fixtures and miscellaneous equipment and inventory. The variance in the total investment necessary is due to differing types and sizes of facilities and amenities constructed.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Robert E. Schutter at 502 TechneCenter Drive, Suite D, Milford, Ohio 45150 and (513) 831-2100.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date June 17, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

- 1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN HAMILTON COUNTY, OHIO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE OUTCOME FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.
- 2 THE FRANCHISE AGREEMENT REQUIRES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3 FRANCHISEES MUST PAY US MINIMUM AGGREGATE ROYALTY AND SERVICE FEES AND MARKETING, ADVERTISING AND PROMOTION FEES OF \$13,000 PAYABLE OVER A FIVE YEAR PERIOD, EVEN IF THE FRANCHISE HAS NO REVENUE.
- 4 UPON EARLY TERMINATION OF THE FRANCHISE BECAUSE OF YOUR DEFAULT, YOU MUST PAY US THE FULL REMAINING BALANCE OF YOUR MINIMUM FEE OBLIGATIONS PLUS AN AMOUNT OF LIQUIDATED DAMAGES CALCULATED FOR THE REMAINING TERM OF THE FRANCHISE AGREEMENT.
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states required that the Franchise Disclosure Document be registered or filed with the state, 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	Pending
Florida	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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EXHIBITS

EXHIBIT A	Name, Address and Telephone Number of the applicable state Franchise Administrator
EXHIBIT B	Names, Addresses and Telephone Numbers of all Yogi Bear's Jellystone Park Camp-Resort Franchises under Franchise Agreements with LSI as of December 31, 2018
EXHIBIT C	Audited Financial Statements (including Balance Sheets) for LSI for the years ended December 31, 2018, December 31, 2017, and December 31, 2016
EXHIBIT D	All Franchise and Other Contracts and Amendments Proposed for Use in this State
EXHIBIT D-1	Yogi Bear's Jellystone Park Camp-Resort Franchise Agreement
EXHIBIT D-2	Addendum A - Legal Description of Franchise Location Designated Territory Agreement
EXHIBIT D-3	Addendum B - Facilities, Standards, Specifications
EXHIBIT D-4	Addendum C - Notice of Existence of Right of First Refusal
EXHIBIT D-5	Addendum D - Nationwide Promotion Agreement
EXHIBIT E	Brand Standards Manual Table of Contents
EXHIBIT F	State Addenda (if applicable)

Item 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "LSI" means Leisure Systems, Inc, the franchisor "You" means the person who buys the franchise If the purchaser of the franchise is a corporation, partnership or other entity, "you" includes the franchisee's owners

LSI is a Wisconsin corporation LSI was incorporated on July 2, 1985 under the name RJJ Campground Corp but adopted its current name in August 1985 LSI does not do business under another name The name of LSI's predecessor was Leisure Systems, Inc, a Wisconsin corporation originally incorporated under the name Jellystone Campgrounds, Ltd (the "Predecessor") The Predecessor had its principal business address at 14 3rd Avenue, Sturgeon Bay, Wisconsin 54235

LSI's principal business address is 502 TechneCenter Drive, Suite D, Milford, Ohio 45150 LSI's franchise related Internet address is www.campjellystone.com LSI is a wholly owned subsidiary of Park River Corporation, which has its principal place of business at 502 TechneCenter Drive, Suite D, Milford, Ohio 45150 Park River Corporation operates an amusement park in Cincinnati, Ohio through another subsidiary, Coney Island, Inc

Our registered agents for service of process are disclosed in Exhibit A

LSI has a license from Hanna-Barbera Productions, Inc ("Licensor" or "Hanna-Barbera") to use the name, character, symbol, design, likeness and visual representation of YOGI BEAR and related trademarks and service marks owned by Hanna-Barbera (the "Marks") in providing camping services

LSI has developed and is the owner of a system (the "System") for the construction and operation of campgrounds using the Marks known as "Yogi Bear's Jellystone Park Camp-Resorts" (the "Camp-Resorts") that provide camping sites for short-term rental to the general public and related goods and services The elements of the System are the Marks, distinctive and readily recognized designs, theming elements and formats for the operation of campgrounds and certain standards, methods, specifications and procedures required by LSI

LSI offers and grants franchises to operate Camp-Resorts While LSI does not currently own or operate Camp-Resorts (other than a management agreement with the Franchisee IN169 located in Lake Monroe, Indiana), part of LSI's long-term business plan is acquisition and operation of Camp-Resorts in strategic locations in the United States LSI may purchase existing franchises or unaffiliated properties The purchased locations may compete with other locations in certain markets, however, all protected territories will be honored LSI also sells its franchisees merchandise inventory, certain items of equipment and certain supplies

Neither the parent of LSI nor any affiliate of LSI offers franchises in any line of business or provides products or services to franchisees of LSI

Persons desiring to rent camping sites and/or camping facilities with full amenities near major metropolitan areas or heavily traveled interstate highways in the vicinity of popular tourist or vacation attractions are the primary market for the goods and services to be sold by you This market, which is a developed market, is the market for "destination camping" goods and services

You will have to compete with many publicly and privately owned campgrounds providing comparable services and facilities Due to government funding, many publicly owned campgrounds offer camping sites at prices lower than those that can be offered by Yogi Bear's Jellystone Park

Camp-Resorts You will also face competition from campgrounds in the "overnight camping" market segment Campgrounds in the "overnight camping" market segment typically are not located near popular tourist or vacation attractions

The Franchisor has a current management agreement with the Franchisee IN169 located in Lake Monroe, Indiana However, the Predecessor opened its first Yogi Bear's Jellystone Park Camp-Resort in July 1969 and until early 1976 continuously owned and operated a Camp-Resort The Predecessor's first franchise for a Camp-Resort was granted in March 1970 From that time until August 1985 the Predecessor continuously offered franchises for Camp-Resorts Since the August 1985 merger of the Predecessor and LSI, LSI has offered franchises for Camp-Resorts All Camp-Resorts open and in operation are referred to in this Franchise Disclosure Document as the "Network "

Except as described in the next 2 sentences, neither the Franchisor nor the Predecessor has offered franchises in other lines of business From May 1977 until the August 1985 merger with LSI, the Predecessor granted franchises for miniature golf courses under the name "Yogi Bear's MINI-GOLF Course " Seven franchises for miniature golf courses not connected with Camp-Resorts were granted but all 7 franchises have expired

In the past, LSI offered franchisees, a proprietary rights program permitting the sale by franchisees of deeded or leased campsites and a proprietary rights program permitting the sale by franchisees of camping memberships LSI may, but is not required to, offer such programs to you in the future

In addition, the operation of a Camp-Resort will be subject to all federal, state and local laws, ordinances and regulations pertaining to the operation of businesses in general You should be aware that there may be other general laws that apply to your Camp-Resort's operation, and you should make further inquiries to find out about these regulations as part of your decision-making process For example, laws and regulations related to boarding, lodging and food service establishments may apply to the operation of your Camp-Resort Please consult your legal advisor

Item 2. BUSINESS EXPERIENCE

Chairman and Director Brenda B Walker

Mrs Walker is currently Chairman of Cincinnati, Ohio based Park River Corporation, which holds investments in numerous leisure industry properties LSI is a wholly-owned subsidiary of Park River Corporation Mrs Walker became President of Park River Corporation and Chairman and a Director of LSI on June 16, 1997 She succeeded her late husband in these offices Mrs Walker assumed the role of Chairman of Park River Corporation in September 2011

President Ronald F Walker, Jr

Mr Walker is currently the President of Cincinnati, Ohio based Park River Corporation, which holds investments in numerous leisure industry properties LSI is a wholly-owned subsidiary of Park River Corporation Mr Walker became President of Park River Corporation in September 2011 and has served as a Director of LSI since June 1997

President, Chief Operating Officer and Director Robert E Schutter, Jr

Mr Schutter assumed his current position as President, Chief Operating Officer and a Director of LSI in Cincinnati, Ohio in July 1994

Senior Vice President Dean H Crawford

Mr Crawford is currently Senior Vice President of LSI in Cincinnati, Ohio and assumed the position in March 2000

Vice President of Product Development and Sales James A Westover

Mr Westover assumed his current position as Vice President of Product Development and Sales in March of 2018 Prior to that, he was the Vice President of Operations of LSI since January 2016 Prior to that time, Mr Westover worked for the franchise, Bruster's Ice Cream, for over 12 years holding various titles including Director of IS & Finance as well as Regional Vice President of Operations

Vice President of Operations Kelly A Jones

Mrs Jones assumed her current position as Vice President of Operations of LSI in Cincinnati, Ohio in March of 2018 Mrs Jones was the Vice President of Training and Development for LSI from July of 2017 through February of 2018 and the Director of Franchisee Development from October of 2007 through July of 2017 Prior to that time Mrs Jones worked as the General Manager of the Jellystone Park in Amboy, Illinois and as a social worker Mrs Jones received the Jellystone Park Operator of the Year Award in both 2003 and 2006 She is an Outdoor Hospitality Executive and an instructor at the National School of RV and Campground Management as well as a Certified ADA Coordinator

Director of Franchisee Education Marley Behnke

Mrs Behnke assumed her current role as Director of Franchisee Education in May of 2018 Mrs Behnke's duties include onboarding new park locations, the CARE conference and assisting with CAMP, Spring Meetings and Symposium planning She began working in the campground industry in 1999, in Warren, Wisconsin In 2008, she received her bachelor's Degree in Hospitality, Restaurant & Tourism with an emphasis in Resort Development and Property Management from the University of Wisconsin-Stout Upon graduation, she became a manager at Jellystone Park in Caledonia, WI, which her family owns and held such position until her appointment to Director of Franchisee Education

Item 3. LITIGATION

In the Matter of Leisure Systems, Inc d/b/a Yogi Bear's Jellystone Park Camp Resorts, File Number FR 2900291 - LSI was subject to an investigation by The Minnesota Department of Commerce alleging an inadvertent sale by LSI in 2008 of an unregistered franchise in the state of Minnesota The investigation was filed on or around September 4, 2009 LSI informed the Department the sale was inadvertent and the parties agreed to resolve the matter by entering into a Consent Order dated October 12, 2009 with the Minnesota Department of Commerce in which LSI paid a \$500 civil penalty to The State of Minnesota LSI is entitled to sell franchises in Minnesota upon the effective registration of this Franchise Disclosure Document in Minnesota

Other than these actions, no litigation is required to be disclosed in this Item

Item 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

Item 5. INITIAL FEES

The Initial Franchise Fee is \$10,000. The Initial Franchise Fee is payable in full when you sign the Franchise Agreement. The Initial Franchise Fee is fully earned and non-refundable. The Initial Franchise Fee is generally uniform as to all franchisees currently purchasing the franchise, but may be waived or reduced by us, in our discretion, for franchisees who already have a franchise to operate a Camp-Resort and military veterans. The decision to waive or reduce the fee will be determined in our discretion.

You are required purchase certain themed elements and initial inventory, which includes (i) 1 standard LSI approved site marker for each identifiable campsite, (ii) other themed elements that LSI may require, and (iii) other miscellaneous equipment, operating supplies and inventory that LSI may require (the "Themed Elements and Initial Inventory"). You will receive a credit of up to \$6,000 from the Initial Franchise Fee for the purchase of Themed Elements and Initial Inventory. The amount of Themed Elements and Initial Inventory you are required to purchase is solely determined by the size of your store. The cost of all required items ranges from approximately \$4,000 to \$20,000, as determined by LSI based on your Camp-Resort. If your business opens in or before July in any calendar year, payment for the Themed Elements and Initial Inventory will be due 50% in the month of July in the year your order is placed and the remaining 50% due in the month of August in the year your order is placed. If your business opens after July in any calendar year, payment for the Themed Elements and Initial Inventory will be due 50% in July, and 50% in August of the following calendar year. No interest charges are applied to purchase of the Themed Elements and Initial Inventory, regardless of the year in which you are required to pay. These purchases are non-refundable.

LSI will provide to you, free of charge, and you are required to use in the operation of your Camp-Resort: (i) 1 or more standard Yogi Bear fiberglass statue(s), (ii) 1 or more standard or themed park entrance sign(s) valued up to \$2,500, (iii) 1 or more Yogi Bear or Yogi Bear family costume(s). Any costs associated with 1 or more standard or themed park entrance sign(s) in excess of \$2,500 will be your responsibility.

You are responsible for the additional costs of installing, erecting and displaying these items on your Camp-Resort.

Item 6 OTHER FEES

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty and Service Fee ¹	6% of Gross Revenue over "Base Business Exclusion"	Payable semi-monthly	Gross revenues include all sales, rentals or services performed at or by the Camp-Resort not specifically excluded in the Franchise Agreement
	OR		You must either pay the Royalty and Service Fee or the Minimum payment pursuant to the Minimum Payment

¹ All fees are imposed by and payable to LSI. All fees are non-refundable.

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
	3 5% of Gross Revenue without a "Base Business Exclusion"		Schedule (as defined below) in the event that your gross revenues do not equal the applicable Minimum payment The "Base Business Exclusion" is an amount equal to the amount of the site night rental revenues for your campground for the operating year before the execution of the Franchise Agreement The Base Business Exclusion only applies to conversion franchisees Subject to the \$13,000 minimum aggregate Royalty and Service Fee and Marketing, Advertising and Promotion Fee (the "Minimum") The Minimum is payable by you according to the following schedule First Year of Franchise Agreement No Minimum, Second Year of Franchise Agreement \$2,500 of Minimum Payable (\$500 on or before July 1, \$1,000 on or before August 1, \$1,000 on or before September 1), Third Year of Franchise Agreement \$3,000 of Minimum Payable (\$1,000 on or about July 1, \$1,000 on or before August 1, \$1,000 on or before September 1), Fourth Year of Franchise Agreement \$3,500 of Minimum Payable (\$1,000 on or before July 1, \$1,000 on or before August 1, \$1,500 on or before September 1), and remaining years of the Franchise Agreement \$4,000 of Minimum Payable (\$1,000 on or before July 1, \$1,500 on or before August 1, \$1,500 on or before September 1) (the "Minimum Payment Schedule")

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Marketing, Advertising and Promotion Fee ¹	1% of Gross Revenues ²	Payable semi-monthly	No "Base Business Exclusion" LSI is not obligated to ensure that expenditures of the marketing, advertising and promotional fees affecting any geographic area are proportional or equivalent to the marketing, advertising and promotional fees paid by Camp-Resorts operating in that geographic area ³
			You may obtain an accounting of the Marketing, Advertising and Promotion Fee fund by making a request therefore to LSI ⁴
Rewards Program Marketing Fee ¹	0.5% of Gross Revenues ⁵	Payable semi-monthly	Commencing January 1, 2009, a rewards program marketing fee of one-half percent (0.5%) of your Gross Revenues (which shall not be reduced by the Base Business Exclusion) shall be payable in the same manner as the royalty and service fee is payable ⁶
System-Wide Reservation Program Fee	\$1.50 per campsite at your Camp Resort	Payable semi-monthly	The proceeds from the System-Wide Reservation Program Fee are used to maintain the system-wide reservation system allowing customers to make a reservation at the Camp-Resort
Audit ¹	Cost of audit	On demand	Payable only if you fail to pay royalties or keep complete books and records or if audit shows

² You must either pay the Marketing, Advertising and Promotion Fee or the Minimum payment pursuant to the Minimum Payment Schedule in the event that your gross revenues do not equal the applicable Minimum payment

³ There is no assurance that your Camp-Resort will benefit directly or in proportion to your payments of marketing, advertising and promotional fees from LSI's expenditures of the marketing, advertising and promotional fees

⁴ This accounting will be furnished not later than 45 days after the date it is requested

⁵ You must either pay the Rewards Program Marketing Fee or the Minimum payment pursuant to the Minimum Payment Schedule in the event that your gross revenues do not equal the applicable Minimum payment

⁶ The rewards program marketing fee will be applied by LSI, in its sole discretion, to defray direct and indirect costs incurred in marketing, promoting and advertising of the program, and to reimburse you with respect to certain reward certificate redemptions at your Camp-Resort. LSI undertakes and has no obligation to ensure that expenditure of the rewards program marketing fee affecting any geographic area is proportional or equivalent to the rewards program marketing fee paid by the Jellystone Park Camp-Resort operating within that geographic area or that any Jellystone Park Camp-Resort will benefit directly or in proportion to its payment of rewards program marketing fees from LSI's application of the rewards program marketing fee

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
			underpayment of at least 2% in royalty or other fees
Transfer ¹	\$4,000	Before consummation of transfer of Camp-Resort	Certain transfers do not require payment of transfer fee ⁷
Additional Training ¹	\$250 per day	30 days after billing	LSI provides initial training for 2 persons without charge Additional training or training of additional persons requested by you will be provided at the quoted daily rate
Delinquent Account Charges ¹	Greater of 18% <u>per annum</u> or maximum legal rate	Accrues when fees are not paid when due	
Electronic Funds Transfer	N/A	N/A	You are required to permit LSI electronic access to an account maintained by you to provide for prompt payment of fees at any time after you have failed to pay fees when due and that failure has continued for ninety (90) days LSI will also accept EFT/ACH payments
Liquidated Damages	The monthly average Royalty and Service fee for the preceding three years, multiplied by the number of months remaining in the term of the Franchise Agreement, reduced to present value based on a 5% interest rate	Within 15 days of termination of the Franchise Agreement, unless terminated due to default by LSI	Liquidated Damages are due to LSI upon termination of the Franchise Agreement for any reason other than a default by LSI The Liquidated Damages are in addition to all amounts currently due and payable If the Camp-Resort has been open for less than three years, the average Royalty and Service fee shall be based on the Royalty and Service fees paid or due to LSI If the Camp-Resort has not been opened, liquidated damages shall be limited to initial costs due to LSI for the Themed Elements and Initial Inventory

⁷ See Item 17 for a discussion of the transfer fee and transfer transactions that do not involve payment of a transfer fee

Some franchisees who entered the Network prior to August 15, 1989 may pay fees or payments that are lesser in amount or that are calculated on the basis of criteria that differ from those described above or may not be required to pay certain fees

Item 7. ESTIMATED INITIAL INVESTMENT

**YOUR ESTIMATED INITIAL INVESTMENT
NEEDED FOR CONVERTING A
TYPICAL 125 SITE CAMPGROUND
YOU ALREADY OWN (Note 1)**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>	<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
Initial Franchise Fee	\$10,000	Lump Sum	Upon Execution of Franchise Agreement	LSI
Campground	(already owned by you)	-----	-----	-----
Utilities (Notes 2 & 3)	\$0-123,000	As Incurred	Before opening as incurred	Contractor
Buildings (Notes 2, 4 & 5)	\$0-290,000	As Incurred	Before opening as incurred	Contractor
Recreational Facilities, Signs, Fixtures and Miscellaneous Equipment (Notes 2, 4 & 6)	\$15,000 - 200,000	As Incurred	Before opening as incurred	LSI and Suppliers
Themed Elements and Initial Inventory (Note 7)	\$3,000 - 15,000	As Incurred	As Incurred	LSI and Suppliers
Training (Note 10)	\$0	-----	-----	-----
Insurance (Note 8)	\$6,000 - 20,000	As Incurred	As Incurred	Insurer
Additional Funds (6 months) (Note 9)	\$15,000 - 45,000	As Incurred	As Incurred	Suppliers, Employees
Minimum Aggregate	\$13,000	Installments	\$2,500 in 2nd year of Franchise Term,	LSI

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>	<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
Royalty and Service Fee and Marketing, Advertising and Promotion Fee and System-Wide Reservation Program Fee			\$3,000 in 3rd year, \$3,500 in 4th year, \$4,000 in remaining years of the term	

TOTAL \$62,000 - \$716,000 (Range) (Note 10)

NOTES

- 1 The estimates in this table are based upon a Camp-Resort with 125 campsites. Typical Camp-Resorts vary in number of developed campsites from approximately 100 campsites to more than 500 campsites. The Franchise Agreement provides that your Camp-Resort must have no fewer than a minimum number (negotiated between LSI and you and included in your Franchise Agreement) of "Qualifying Campsites," that is, campsites graded level and improved for parking of campers and recreational vehicles, with water and electrical hookups available and sanitary facilities reasonably accessible. Subject to this minimum number of Qualifying Campsites and LSI's approval, you are free to develop any number of additional campsites. The number of campsites to be developed will affect not only your variable costs of developing the campsites, but also the costs of developing other required improvements. LSI requires (as stated in the Franchise Agreement) that certain minimum improvements and recreational facilities be constructed. Each of these improvements and facilities are required by LSI to be planned and constructed to meet the anticipated number of people who will use the facilities. The number of campsites you plan will directly affect the size and number of these improvements and facilities and costs.

- 2 Generally the costs of constructing the required buildings and recreational facilities, and to a lesser extent utilities, on the site of an existing campground will depend on the extent to which the campground has been developed. If you own a highly developed campground, you can anticipate that the initial costs for utilities, buildings and facilities will fall within the lower end of the range of cost estimates provided for those categories of expenditures.

- 3 Utilities consist of electrical and water hook-ups for camper and recreational vehicles, sanitary facilities, campground lighting and the like. The costs of installing a full complement of utilities may be minimal if you own a fully developed campground. On the other hand, these costs can be significant if you must install utilities in a less developed campground.

- 4 The Franchise Agreement provides that the Camp-Resort must be built, converted, completed and maintained according to the standards and specifications provided or approved by LSI and must conform with LSI's then current standards and specifications for Yogi Bear's Jellystone Park Camp-Resorts, and must have the following

Required* --	Laundry Facilities
Highway Sign(s)	Recreation Pavilion
Main Entrance Sign(s)	Children's Playground
Ranger Station (Registration/ Retail Sales Area)	Theme Signs
Yogi Statue	Yogi Character Costume
Swimming Area/Pool(s)	Buildings, etc Painted to System Specifications
Modern Restroom Facilities	Recreation and Special Events Programming
Movie Theater	Four (4) full service Cabin style rentals which shall consist of a cabin with restroom accommodations and a kitchenette
Yogi Cartoons	
Yogi Merchandise	
Suggested* --	Cindy and Boo Boo Character Costumes
Additional Recreational Equipment & Facilities	Snack Bar Facility
Miniature Golf Course	Sprayground water attraction
	Game Room

*Note Exact specifications, codes, timing, dimensions, costs, may vary by park The timing for completion of some required conversions can take up to one year

-- In all cases, your Camp-Resort will be required to have accomplished all required facility improvements within 15 months from the date of your Franchise Agreement The average time that elapses between execution of a Franchise Agreement and opening of a Camp-Resort is six (6) months

- 5 For conversion of an existing campground, the costs of constructing the various buildings required under the Franchise Agreement will vary according to the nature of the pre-existing structures If your existing campground includes all of the required structures, you will incur minimal building costs If it is necessary for you to construct only a main lodge building (Ranger Station), the building costs will range from \$120,000 to \$180,000 Estimated building costs for an existing campground with none of the required structures range between \$240,000 and \$290,000.
- 6 Similarly, the cost of recreational facilities, signs, fixtures and equipment will vary considerably depending upon what facilities are present at the existing campground Converting a fully developed campground may involve only the installation of signs, mylars, etc and minor construction and decorating which may cost as little as \$15,000 On the other hand, the costs for developing a complete set of recreational facilities will generally range from \$168,000 to \$191,000 The costs for adding certain required

facilities, for example, a swimming pool or a recreational pavilion, will fall between the above extremes

- 7 Themed Elements consists of camp-site markers and other themed elements that LSI may require. Initial Inventory typically consists of groceries and other food products, gift and souvenir items and operating maintenance supplies. Payment for Themed Elements and Initial Inventory ordered from LSI prior to the opening of your business is due 50% in the July following your order and 50% in the August following your order.
- 8 You must obtain and at all times keep in force throughout the term of your Franchise Agreement insurance as described in the Franchise Agreement. This insurance coverage is primary. The estimated cost of obtaining the required \$2.0 million primary liability insurance for your Camp-Resort will be between \$6,000 and \$20,000 annually for a typical 125 to 200 site Camp-Resort. Generally, this insurance is based upon a percentage of your gross revenues (approximately 6.0% currently), but the cost can be substantially more than the above estimates. You should obtain competent professional advice on this matter.
- 9 While completion of conversion activity can take up to one (1) year, the average time that elapses between execution of a Franchise Agreement and commencement of operations at a Camp-Resort is six (6) months. It has been LSI's experience that, depending on the size of the Camp-Resort and the level of business activity at the Camp-Resort, franchisees will require between \$15,000 and \$45,000 for use as working capital in the operation of their Camp-Resort. Working capital is used to purchase uniforms and other non-inventory related items and to pay employee wages. LSI imposes no restrictions on your withdrawal of working capital at your Camp-Resort. However, your ability to withdraw, and the timing of any such withdrawal of, working capital depends on the results of operation of your Camp-Resort. LSI estimates that the average time that elapses between the time a Camp-Resort commences operations and the time an operator is able to withdraw working capital is eighteen (18) to twenty four (24) months.
- 10 LSI does not charge for the Certification and Management Program and pays for approved travel and lodging expenses for you or your manager. Any additional training beyond the initial Certification and Management Program is solely your responsibility.
- 11 Your total investment will vary substantially depending upon the site and location of your Camp-Resort, the number of campsites to be developed, the laws and regulations (including building codes and zoning regulations, health and safety laws and laws regulating the sale of campground memberships or lots) applicable to your Camp-Resort.

Due to a wide variance in franchisee expenditures, the foregoing figures can only be regarded as estimates. You should obtain your own estimates of costs from engineers, contractors and other qualified professionals.

The items listed above, other than the Minimum Aggregate Royalty & Service Fee and Marketing, Advertising and Promotion Fee (both of which are non-refundable) and Signs and Fixtures and Inventory purchased directly from LSI (which LSI will purchase from the franchisee at fair market value), may or may not be refundable, depending on the

terms the franchisee negotiates with the supplier/vendor of the goods or services in question Other than the deferral of charges for Themed Elements and Initial Inventory discussed in note 7, we do not finance any fees

YOUR ESTIMATED INITIAL INVESTMENT NEEDED
IF YOU DEVELOP A NEW
TYPICAL 125 SITE JELLYSTONE PARK OR
ACQUIRE AN EXISTING CAMPGROUND
AND CONVERT THE CAMPGROUND TO A
JELLYSTONE PARK CAMP-RESORT (Note 1)

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>	<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
Initial Franchise Fee	\$10,000	Lump Sum	Upon Execution of Franchise Agreement	LSI
Campground				
-Acquisition of Existing Camp Ground (Note 2), or	\$800,000 - 2,000,000 (Note 4)	As Incurred	At Closing, before opening	Seller
-Undeveloped Land, Preparation & Improvements (Notes 3 & 5)	\$153,000 - 300,000	As Incurred	At Closing, before opening	Seller
Utilities (Notes 3 & 5)	\$0 - 123,000	As Incurred	Before opening as incurred	Seller
Buildings (Notes 3, 6 & 7)	\$0 - 290,000	As Incurred	Before opening as incurred	Contractor
Recreational Facilities, (Notes 6 & 8) Signs, Fixtures and Miscellaneous Equipment	\$15,000 - 200,000	As Incurred	Before opening as ordered	LSI, and Suppliers
Themed Elements and Initial Inventory (Note 9)	\$3,000 - 15,000	As Incurred	As Incurred	LSI, and Suppliers
Training (note 10)	\$0	-----	-----	-----
Insurance (Note 11)	\$6,000 - 20,000	As Ordered	As Ordered	Insurer

Additional Funds (3 months) (Note 12)	\$15,000 - 45,000	As Incurred	As Incurred	Suppliers, Employees
Minimum Aggregate Royalty and Marketing, Advertising and Promotion Fee and System-Wide Reservation Program Fee	\$13,000	Installments	\$2,500 in 2nd year of Franchise term, \$3,000 in 3rd year, \$3,500 in 4th year, \$4,000 in the remaining years of the term	LSI

TOTAL

\$1,015,000 - \$3,016,000 (Range) (Note 12)

NOTES

- 1 The estimates in this table are based upon a Camp-Resort with 125 campsites. Typical Camp-Resorts vary in number of developed campsites from approximately 100 campsites to more than 500 campsites. The Franchise Agreement provides that your Camp-Resort must have no fewer than a minimum number (negotiated between LSI and you and included in your Franchise Agreement) of "Qualifying Campsites," that is, campsites graded level and improved for parking of campers and recreational vehicles, with water and electrical hookups available and sanitary facilities reasonably accessible. Subject to this minimum number of Qualifying Campsites and LSI's approval, you are free to develop any number of additional campsites. The number of campsites to be developed will affect not only your variable costs of developing the campsites but also the costs of developing other required improvements. LSI requires (as stated in the Franchise Agreement) that certain minimum improvements and recreational facilities be constructed. Each of these improvements and facilities are required by LSI to be planned and constructed to meet the anticipated number of people who will use the facilities. The number of campsites you plan will directly affect the size and number of these improvements and facilities and costs.
- 2 Existing campgrounds generally meeting LSI's standards range in cost from approximately \$800,000 to \$2,000,000. The purchase price varies considerably depending upon local real property markets, the size of the campground, its proximity to highways, vacation areas or population concentrations, the number of developed campsites and the degree to which the campground has been developed.
- 3 Generally the costs of constructing the required building and recreational facilities, and to a lesser extent utilities, on the site of an existing campground will vary inversely with the purchase price of the campground you acquire. In other words, if you acquire a campground selling in the higher end of the above-noted price range, you can anticipate that the initial costs for utilities, buildings and facilities will fall within the lower end of the range cost estimates provided for those categories of expenditures.

- 4 If you choose to acquire undeveloped land and construct a new campground, it is estimated that a minimum of 10 - 15 acres will be required for the development of a Camp-Resort meeting LSI's requirements. The probable location of a site will be a rural area in reasonable proximity to major highways, vacation areas or population concentrations. Land costs for suitable Camp-Resort property may vary from approximately \$1,000 to \$20,000 per acre or more. Land costs will vary due to local real property markets and the desirability of the costs will vary due to local real property markets and the desirability of the site. Preparation and improvements costs relate to the construction of graded and improved campsites suitable for the parking of campers and recreational vehicles.
- 5 Utilities consist of electrical and water hook-ups for campers and recreational vehicles, sanitary facilities, campground lighting and the like. The costs of installing a full complement of the utilities may be minimal if you acquire an existing campground. On the other hand, these costs can be substantial if you construct a Camp-Resort on undeveloped land.
- 6 The Franchise Agreement provides that the Camp-Resort must be built, converted, completed and maintained according to the standards and specifications provided or approved by LSI and must conform with LSI's then current standards and specifications for Yogi Bear's Jellystone Park Camp-Resorts, and must have the following

Required* --	Laundry Facilities
Highway Sign(s)	Recreation Pavilion
Main Entrance Sign(s)	Children's Playground
Ranger Station (Registration/ Retail Sales Area)	Theme Signs
Yogi Statue	Yogi Character Costume
Swimming Area/Pool(s)	Buildings, etc. Painted to System Specifications
Modern Restroom Facilities	Recreation and Special Events Programming
Movie Theater	Four (4) full service Cabin style rentals which shall consist of a cabin with restroom accommodations and a kitchenette
Yogi Cartoons	
Yogi Merchandise	
Suggested* --	Cindy and Boo Boo Character Costumes
Additional Recreational Equipment & Facilities	Snack Bar Facility
Miniature Golf Course	Sprayground water attraction
	Game Room

*Note Exact specifications, codes, timing, dimensions, costs, may vary by park. The timing for completion of some required conversions can take up to one year. — In all cases, your Camp-Resort will be required to have accomplished all required facility improvements within 15 months from the date of your Franchise Agreement. The average time that elapses between execution of a Franchise Agreement and opening of a Camp-Resort is six (6) months.

- 7 For conversion of an existing campground, the cost of constructing the various buildings required under the Franchise Agreement will vary according to the nature of the pre-existing structures. If your existing campground includes all of the required structures, you will incur minimal building costs. If it is necessary for the franchisee to construct only a main lodge building (Ranger Station), the building costs will range from \$120,000 to \$180,000. Estimated building costs for an undeveloped campground range between \$240,000 and \$290,000.
- 8 Similarly, the cost of recreational facilities, signs, fixtures and equipment will vary considerably depending upon whether an existing or new campground is developed. Converting a fully-developed campground may involve only the installation of signs, mylars, etc. and minor construction and decorating which may cost as little as \$15,000. On the other hand, these costs for developing a new campground will generally range from \$168,000 to \$200,000. The costs for adding certain required facilities, for example, a swimming pool or a recreational pavilion, will fall between the above extremes.
- 9 Themed Elements consists of camp-site markers and other themed elements that LSI may require. Initial Inventory typically consists of groceries and other food products, gift and souvenir items and operating maintenance supplies. Payment for Themed Elements and Initial Inventory ordered from LSI prior to the opening of your business is due 50% in the July following your order and 50% in the August following your order.
- 10 LSI does not charge for the Certification and Management Program and pays for approved travel and lodging expenses for you or your manager. Any additional training beyond the Certification and Management Program is solely your responsibility.
- 11 You must obtain and at all times keep in force throughout the term of the Franchise Agreement insurance as described in the Franchise Agreement. This insurance coverage is primary. The estimated cost of obtaining the required \$2.0 million primary liability insurance for your Camp-Resort will be between \$6,000 and \$20,000 annually for a typical 125 to 200 site Camp-Resort. Generally, this insurance is based upon a percentage of your gross revenues (approximately 6.0% currently), but the costs can be substantially more than the estimates above. You should obtain competent professional advice on this matter.
- 12 While completion of conversion activity can take up to one (1) year, the average time that elapses between execution of a Franchise Agreement and commencement of operations at a Camp-Resort is six (6) months. It has been LSI's experience that, depending on the size of the Camp-Resort, franchisees will require between \$15,000 and \$45,000 for use as working capital in the operation of their Camp-Resort. Working capital is used to purchase uniforms and other non-inventory related items and to pay employee wages. LSI imposes no restrictions on your withdrawal of working capital at your Camp-Resort. However, your ability to withdraw, and the timing of any such withdrawal of, working capital depends on the results of operation of your Camp-Resort. LSI estimates that the average time that elapses between the time a Camp-Resort commences operations and the time an operator is able to withdraw working capital is eighteen (18) to twenty four (24) months.

- 13 Your total investment will vary substantially depending upon the site and location of your Camp-Resort, the number of campsites to be developed, the laws and regulations (including building codes and zoning regulations, health and safety laws and laws regulating the sale of campground memberships or lots) applicable to your Camp-Resort and, most importantly, on whether you presently own or are acquiring an existing campground and are converting it to a Camp-Resort or developing a new Camp-Resort and, in the latter case, whether you must purchase land for your Camp-Resort or already own a suitable parcel for your Camp-Resort

Due to a wide variance in franchisee expenditures, the foregoing figures can only be regarded as estimates. You should obtain your own estimates of costs from engineers, contractors and other qualified professionals

Neither Deloitte & Touche, LSI's former independent auditors, nor Clark, Schaefer Hackett & Co., LSI's current independent auditors, have compiled, reviewed or audited any of the data contained in the above Table, and accordingly express no opinion and give no other assurances on this data

The items listed above, other than the Minimum Aggregate Royalty & Service Fee and Marketing, Advertising and Promotion Fee (both of which are non-refundable) and Signs and Fixtures and Inventory purchased directly from LSI (which LSI will purchase from the franchisee at fair market value), may or may not be refundable, depending on the terms the franchisee negotiates with the supplier/vendor of the goods or services in question. Other than the deferral of charges for Themed Elements and Initial Inventory discussed in note 7, we do not finance any fees

Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

LSI's right to use the Marks comes from a license agreement with the Licensor. Use of the Marks on products not authorized for sale by LSI or the Licensor at your Camp-Resort will constitute an infringement of the respective rights of LSI and Licensor in the Marks and will result in substantial injury to LSI. Accordingly, you must purchase products bearing the Marks only from LSI or suppliers approved by LSI or the Licensor. If you desire to purchase any item or product bearing any Mark from a manufacturer or supplier other than LSI or a supplier approved by LSI or the Licensor, you must notify LSI in advance, providing information concerning the manufacturer or supplier and the product or item as reasonably requested by LSI. LSI may grant or deny you permission to purchase and sell such product at your Camp-Resort in its sole discretion, and the grant of permission will be expressly contingent on the manufacturer's obtaining full right and license to use the Marks from the Licensor and the manufacturer's or source's agreement to the terms and conditions for the use of the Marks and for the sale of the products to you established by the Licensor or LSI. LSI will notify you of whether LSI grants or denies permission to purchase from a manufacturer or supplier other than LSI or a supplier approved by LSI within 30 days of your request.

Items, including identification signs, statues and any other franchise identifying items, inventory or souvenir items, and other items containing or using any trademark, trade name, logo, sign or symbol owned or used by LSI for its Network of franchised Camp-Resorts, are available only from LSI, from suppliers approved by LSI or the Licensor, or from licensees of LSI or licensees of the Licensor. Signs, statues and other identifying items (except for replacements) must be purchased by you during

construction or conversion of your franchised business. Certain items, including the required costume and statute are provided without separate charge to you. An average range of cost (depending upon quantity of these items purchased) for all other items selected by franchisees in their discretion is from \$1,500 to \$2,000. Inventory souvenir items of the type described above, which would be a portion of your total inventory requirements, would be purchased one or more times each year at an average range of cost (depending upon type and quantity of these items purchased and the size and volume of the business conducted) of from \$3,000 to \$15,000. The cost of identification signs is based on the facilities located inside your Camp-Resort and can range from \$3,000.00 to \$15,000.00.

There are no approved suppliers in which any of our officers owns an interest. Also, no affiliate of LSI derives any revenue from the products you are required to purchase or lease.

LSI will give you access to any centralized purchasing program for suppliers or other items developed by LSI. Currently there is no centralized purchasing program in effect, nor is LSI aware of any purchasing or distribution cooperatives organized for the benefit of its franchisees. However, LSI does from time to time negotiate prices with suppliers for the benefit of franchisees. LSI derives revenues and a profit on all items described above in the form of an administrative mark-up from the sale of these items sold directly by LSI to franchisees or in the form of fees (in the form of an 10% royalty) from other approved suppliers providing these items to franchisees. In the year ended December 31, 2018, LSI received \$203,851.77 from the sale of goods and products that are required to be purchased from LSI's suppliers by franchisees, or 3.58% of LSI's total revenues of \$5,694,474.69.

Purchases of the items described above would constitute a small percentage of your total initial investment (*i.e.*, the proportion of all required purchases by you to all total purchases by you of goods and services in establishing and operating of the Camp-Resort will likely be less than five percent (5%), unless all of your initial costs are at the low end of the ranges specified on Table A (Item 7)). The magnitude of required purchases of inventory souvenir items in relation to your total purchases in the operation of the Camp-Resort will depend upon the type and quantity of inventory souvenir items purchased as well as the type and quantity of other goods and services you purchase in the operation of the franchised business. Due to the wide variance in franchisees' expenditures, it is not possible to specify a generally applicable percentage representing the magnitude of the aforementioned required purchases in relation to all your purchases of goods and services.

You must maintain a \$2.0 million liability insurance policy (which policy will provide primary coverage and which must name LSI, Park River Corporation and respectively their directors and officers, Hanna-Barbera Productions, Inc. and Great American Broadcasting Company, a Delaware corporation, c/o Warner Bros. Consumer Products, a division of Time Warner Entertainment Company, L.P., and any other parties designated by LSI as additional insureds) with respect to your Camp-Resort and its operations. This policy must provide primary coverage. You must also maintain a \$1.0 million automobile liability policy and a \$1.0 million umbrella liability policy. LSI does not require you to utilize a designated insurance carrier or broker in obtaining this insurance coverage but does require the insurance carrier maintain an AM Best rating of "A" or better.

LSI does not provide material benefits to franchisees based on use of designated or approved sources, nor does LSI provide material benefits to franchisees based on their purchases of particular products or services.

Item 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	<i>Obligation</i>	<i>Section in Agreement</i>	<i>Disclosure Document Item</i>
a	Site selection and acquisition/lease	Article V of the Franchise Agreement	Item 7
b	Pre-opening purchases /leases	Articles IV and V of the Franchise Agreement	Items 7, 8 & 11
c	Site development and other pre-opening requirements	Articles IV and V of the Franchise Agreement	Item 7
d	Initial and ongoing training	Articles IV and V of the Franchise Agreement	Items 6, 7 & 15
e	Opening	Articles III and IV of the Franchise Agreement	Item 7
f	Fees	Articles VI and IX of the Franchise Agreement	Items 5, 6 & 7
g	Compliance with standards and policies/Operating Manual	Articles I, II, IV and V of the Franchise Agreement	Items 13 & 14
h	Trademarks and proprietary information	Articles I, II, IV and IX of the Franchise Agreement	Items 13 & 14
i	Restrictions on products/ services offered	Articles I, IV, V and XI of the Franchise Agreement	Items 8, 13, 14 & 16
j	Warranty and customer service requirements	Articles IV and V of the Franchise Agreement	Item 14
k	Territorial development and sales quotas	Articles I and IV of the Franchise Agreement	Item 12
l	Ongoing product/service purchases	Articles I, IV and V of the Franchise Agreement	Items 6, 7, 8 & 16
m	Maintenance, appearance and remodeling requirements	Articles I, III, IV and V of the Franchise Agreement	Items 7 & 17
n	Insurance	Article X of the Franchise Agreement	Item 7
o	Advertising	Articles I, IV and V of the Franchise Agreement	Items 6, 7 & 11
p	Indemnification	Article VIII of the Franchise Agreement	Item 6
q	Owner's participation/ management/staffing	Articles IV and V of the Franchise Agreement	Item 15

	<i>Obligation</i>	<i>Section in Agreement</i>	<i>Disclosure Document Item</i>
r	Records/reports	Articles IV, VI and VII of the Franchise Agreement	Item 6
s	Inspections/audits	Articles IV, V, VII and XI of the Franchise Agreement	Items 6 & 11
t	Transfer	Articles IX and XIII of the Franchise Agreement	Items 6 & 17
u	Renewal	Article III of the Franchise Agreement	Item 17
v	Post-termination obligations	Articles I II, IV, XI and XIII of the Franchise Agreement	Item 17
w	Non-competition covenants	Article IV of the Franchise Agreement	Item 17
x	Dispute resolution	Article XIII of the Franchise Agreement	Item 17

Item 10. FINANCING

LSI does not offer direct or indirect financing LSI does not guarantee your note, lease or obligation

Item 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, LSI is not required to provide you with any assistance.

Before you open your business, LSI will provide or perform the following supervision and services

- (1) Site Approval, Construction, and Remodeling [Article V, p 8 of the Franchise Agreement]
- (2) Statue, Signs, Costume, and Site Markers [Article V, p 10, and Article IV p 8 of the Franchise Agreement]
- (3) Start-Up Supplies, Opening Inventory [Article V, p 10 and Article IV, p 8 of the Franchise Agreement]
- (4) Training [Article V, pp 9 of the Franchise Agreement]

During the operation of the franchise business, LSI will provide or perform the following supervision, assistance and services

- (5) Promotion [Article V, p 9 of the Franchise Agreement]

- (6) Camp-Resort Directory [Article V, p 9 of the Franchise Agreement]
- (7) Electronic Cash Registers/Computer Systems [No corresponding section in the Franchise Agreement]
- (8) Brand Standards Manual [Article V, p 9 of the Franchise Agreement]
- (9) Guidance and Assistance [Article V, p 10 of the Franchise Agreement]
- (10) Rewards Marketing Program [Article VI, page 11 of the Franchise Agreement]
- (11) System-Wide Reservation Program [Article IV, page 8 of the Franchise Agreement]

Below is a more detailed explanation of the supervision and services LSI will provide or perform before you open your franchise business:

- (12) Site Approval [Article V, p 8 of the Franchise Agreement]

Your Franchise Agreement requires your Camp-Resort to be located at a specific location approved in advance by LSI. Site selection and approval depends upon many factors including access to a primary traffic route, proximity to major cities or attractions, suitability of land, availability of necessary utility hook-ups, relative location of other competing campgrounds and similar factors. The approval of any site or existing campground by LSI is not a representation or warranty that your use of that site for a Camp-Resort will result in profit or gain to you. Nor is site approval by LSI a representation or warranty that the site may be developed into a Camp-Resort in compliance with applicable laws and regulations or as to the environmental condition of the soil and groundwater at the site. You bear sole responsibility for site selection and development and for compliance with applicable laws and regulations, including environmental, zoning and land use laws and regulations. If you, within one (1) year after signing a Franchise Agreement, fail to present a site location approved by LSI, the payment for the Themed Element and Initial Inventory may be forfeited, the Franchise Agreement will be terminated and neither you nor LSI will have any further obligations under the Franchise Agreement. LSI must approve any construction, remodeling or decorating of your Camp-Resort prior to the operation opening of your Camp-Resort and may make site approval dependent upon your proper construction, remodeling or decorating of the Camp-Resort.

LSI generally does not own a premises and lease such premises to franchisees.

The average time that elapses between execution of a Franchise Agreement and opening of a Camp-Resort is six (6) months for conversion parks and thirty (30) months for newly construed Camp-Resorts. Generally, the most significant factor impacting this timing is the time required to construct any improvements to the Camp-Resort necessary to comply with the requirements of the Franchise Agreement and the Operating Manual.

- (13) Statue, Signs, Costume, and Site Markers [Article V, p 10, Article IV p 8 of the Franchise Agreement]

LSI will provide to you, free of charge, and you are required to use in the operation of your Camp-Resort (i) 1 or more standard Yogi Bear fiberglass statue(s), (ii) 1 or more standard or themed park entrance sign(s) valued at up to \$2,500, (iii) 1 or more Yogi Bear or Yogi Bear family costume(s). Any costs associated with 1 or more standard or themed park entrance sign(s) in excess of \$2,500 will be your responsibility. You are required to purchase from LSI (i) 1 standard LSI approved site marker for each identifiable campsite, (ii) other themed elements that LSI may require, and (iii) other miscellaneous equipment, operating supplies and inventory that LSI may require. The cost of all required items ranges from approximately \$3,000 to \$15,000, as determined by LSI based on your Camp-Resort. This cost includes shipping costs but not installation. You are responsible for installing, erecting and displaying these items on your Camp-Resort. LSI does not provide written specifications for the erection or installation of these items. In addition to LSI providing these items directly to you, LSI has approved suppliers from whom you may purchase additional signage, theme elements or supplies which utilize the Marks. You may not purchase the items from a supplier not approved by LSI.

(14) Training [Article V, pp. 9 of the Franchise Agreement]

LSI will provide you or the individual who will assume primary general management responsibility for the daily operation of your Camp-Resort ("general operator") with training and instruction in the operation of a Camp-Resort both on site at your Camp-Resort and at LSI's Certification and Management Program ("CAMP"). The initial CAMP training session, typically scheduled in January, February or March of each year, lasts for between 3 and 5 days. The CAMP training program for new franchisees and for each new Camp-Resort manager is mandatory and must be attended at the next regularly scheduled session.

TRAINING PROGRAM

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-The-Job Training</u>	<u>Location</u>
Franchisor/Franchisee Relationship/Getting Yogized	1	0	LSI's Cincinnati, Ohio headquarters
LSI Programs/Support	1.5	0	LSI's Cincinnati, Ohio headquarters
FARR Assessment Process	0.75	0	LSI's Cincinnati, Ohio headquarters
Guest Services	4.25	0	LSI's Cincinnati, Ohio headquarters
Business Planning	2	0	LSI's Cincinnati, Ohio headquarters
Pricing Strategies when Determining Camp-Site Rates	0.75	0	LSI's Cincinnati, Ohio headquarters

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-The-Job Training</u>	<u>Location</u>
Club Yogi Rewards	1 25	0	LSI's Cincinnati, Ohio headquarters
Marketing	2	0	LSI's Cincinnati, Ohio headquarters
Camp Store Merchandising	1 5	0	LSI's Cincinnati, Ohio headquarters
Writing Customer Focused Policies	1	0	LSI's Cincinnati, Ohio headquarters
Harassment Training	0 75	0	LSI's Cincinnati, Ohio headquarters
Costume Care and Usage	1 5	0	LSI's Cincinnati, Ohio headquarters
Recreation	2	0	LSI's Cincinnati, Ohio headquarters
Recreation Group Project	4	0	LSI's Cincinnati, Ohio headquarters
Human Resources	3	0	LSI's Cincinnati, Ohio headquarters
The Maintenance Function	2	0	LSI's Cincinnati, Ohio headquarters
ADA Basics	1 25	0	LSI's Cincinnati, Ohio headquarters
Risk Management	1	0	LSI's Cincinnati, Ohio headquarters
Social Media Marketing	1	0	LSI's Cincinnati, Ohio headquarters
How to Develop an Internship Program	1	0	LSI's Cincinnati, Ohio headquarters
Political Processes	1	0	LSI's Cincinnati, Ohio headquarters
On-the-Job Training	0	20+	Your Camp-Resort

The training is usually held in the January, February or March following the execution of your Franchise Agreement. LSI does not charge for this training or service and pays approved travel and lodging expenses for C A M P for you or your manager. Except for on-the-job training, all training occurs at LSI's Cincinnati, Ohio headquarters. On-the-job training occurs at your Camp-Resort.

All instructional materials used at C A M P are included in the Brand Standards Manual, with the exception of an annual Customer Satisfaction Survey used in the Marketing portion of C A M P , a video presentation used in the Guest Service portion of C A M P and the costumes used in the Costume Care and Usage portion of C A M P . A copy of the table of contents of the Brand Standards Manual is attached as Exhibit E

The instructors at C A M P - - currently Robert Schutter, Jr , Dean Crawford, Sheila Issac, , Andy Eaton, Jane Eaton, Kelly Jones, James Westover, Lauri Hart, Marley Behnke and Alex Reed have (with the exception of Mr Reed) a minimum of 12 years' experience with the System, either as franchisees or as employees of LSI, or in related businesses Mr Reed has been employed by LSI since April of 2018 and graduated from Xavier University in 2008 with a Bachelor of Arts Degree in Electronic Media Communications You must complete to LSI's reasonable satisfaction the required training before the Camp-Resort joins the System The party that must attend C A M P is the individual who will control the day-to-day operations of the Camp-Resort You may have other representatives attend C A M P but they are not required to do so

In addition, all franchisees must send at least one general operator to attend one or more general training sessions administered by LSI annually These general training sessions are generally held in the first and fourth quarters of the calendar year The franchisee is responsible for the costs incurred in attending such general training sessions, including travel and living expenses

Below is a more detailed explanation of the supervision and services LSI will provide or perform during the operation of the franchise business:

(15) Promotion [Article V, p 9 of the Franchise Agreement]

LSI provides advertising and promotional services and other assistance to you and other members of the System primarily using funds provided by franchisee payments of the Marketing, Advertising and Promotion Fee ("Franchisee-Provided Funds") All franchisees, including Camp-Resorts owned by LSI and its affiliates, must contribute the amounts described in Item 6, under the heading "Marketing, Advertising and Promotion Fee" All Franchisee-Provided Funds must be spent on advertising, promotion and marketing of goods and services provided by members of the System Franchisee-Provided Funds are held by LSI as part of its general assets and are not segregated LSI supplements the Franchisee-Provided Funds with additional corporate resources in providing advertising and promotional services and assistance to System members

Franchisee-Provided Funds are not audited LSI provides to franchisees, through the Franchisee Advisory Council⁸, an annual accounting of the Franchisee-Provided Funds and their expenditure However, LSI is not obligated to ensure that expenditures of Franchisee-Provided Funds affecting any geographic area are proportional or equivalent to such fees paid by Camp-Resorts operating in that geographic area Also, there is no assurance that your Camp-Resort will benefit directly or in proportion to your payments of Marketing, Advertising and Promotional Fees from LSI's expenditures in advertising and other promotional activities No

⁸ Members of the Franchisee Advisory Council are elected you and your franchisee peers

portion of these funds is spent to solicit new franchise sales. In the year ended December 31, 2015, LSI utilized collected and utilized the Franchisee-Provided Funds as follows

2018 ADVERTISING REVENUES COLLECTED		\$1,225,285.30
EXPENSE	PERCENTAGE	ALLOCATION
SALARIES	14.45%	178,079.01
FREIGHT	1.92%	23,633.64
CONTRACT SERVICES	0.31%	3,832.49
COSTUME EXPENSES/STATUE EXPENSE	3.27%	40,255.69
MARKETING	40.68%	501,416.04
INTERNET	21.67%	267,074.85
PROMOTIONS	1.84%	22,627.50
ADVERTISEMENTS - PRINT	10.45%	128,784.57
ADVERTISEMENTS - PRODUCTION	2.84%	35,040.00
DIRECTORY	1.90%	23,446.42
FOREIGN EXCHANGE-ADVERTISING	0.67%	8,314.18
FINANCE CHARGES	0.00%	0.00
TOTAL EXPENSES		1,232,504.39
ADVERTISING FUNDS CARRIED OVER FROM PRIOR YEAR		(136,623.68)
NET ADVERTISING FUNDS REMAINING		(143,842.77)

LSI's primary marketing objective is to increase consumer awareness of Yogi Bear's Jellystone Camp-Resorts through various media outlets. LSI's secondary marketing objective is to provide franchisees with tools and information to improve their own marketing efforts.

Materials provided by LSI to all franchisees include video and audio commercial tapes, artwork, layout services and miscellaneous point-of-sale items. Such items are provided to you at no cost.

You are not required to participate in a local or regional advertising cooperative.

Franchisees are permitted to use Internet websites for promotional purposes. However, if you choose to have an Internet address utilizing any of the Marks for your Camp-Resort, you must receive prior authorization and assignment of that Internet address from the Licensor. LSI will use its reasonable best efforts to facilitate the authorization and assignment process.

You may develop advertising materials for your own use, at your own cost. LSI must approve the advertising materials in advance and in writing.

LSI occasionally provides for placement of advertising on behalf of the entire System, including franchisees. LSI may use print, electronic, video and radio broadcasts on a local, national or regional level. Some of this placement is done on a regional basis. However, most

placement is done on a national basis using print, electronic and other non-broadcast media. In the past, LSI has used an outside advertising agency to create and place advertising, however, most advertising is placed by LSI's in-house marketing department. Franchisee-Provided Funds are used to promote the services and goods provided to the public by franchisees and are not used to sell additional franchises.

Once your franchise opens, you must also expend 3% or more of your gross revenues on local advertising.

(16) Camp-Resort Directory [Article V, p. 9 of the Franchise Agreement]

LSI periodically issues for distribution by you, other franchisees and LSI a directory of System Camp-Resorts. You will be listed in a directory if you are not in breach of the Franchise Agreement and if you are current in the payment of all amounts due LSI. Each Camp-Resort in good standing as described above will be listed in each edition of the directory beginning with the edition next published following opening of the Camp-Resort.

(17) Electronic Cash Registers/Computer Systems

LSI does not require you to buy or use an electronic cash register or computer system. Franchisees are free to decide for themselves whether to use electronic cash registers and/or computer systems and, if such equipment is used, to select the brand(s) or vendor(s) of such equipment (including computer hardware and software).

(18) Brand Standards Manual [Article V, p. 9 of the Franchise Agreement]

LSI will make available to you during the term of your franchise one copy of Yogi Bear's Jellystone Park Camp-Resorts Brand Standards Manual (the "Brand Standards Manual"). The Brand Standards Manual is divided in two (2) separate documents including the Brand Standards Manual and the Resource Manual. The table of contents of the Brand Standards Manual and the Resource Manual are attached as Exhibit E. You may obtain the Brand Standards Manual by obtaining from LSI an access code that will enable you to download a copy of the Brand Standards Manual from LSI's website. A copy of the table of contents of the Brand Standards Manual accompanies this Disclosure Document. The Brand Standards Manual, which has been copyrighted by LSI, contains mandatory standards and specifications, information for performance of camping services, advertising standards, standards for maintenance of the Camp-Resort, information on the permitted use of the Yogi Bear name, Mark and likeness, information concerning all aspects of the System required from time to time by LSI for Yogi Bear's Jellystone Park Camp-Resorts, and information concerning your other obligations under the Franchise Agreement and in the operation of your Camp-Resort. LSI may modify the Brand Standards Manual and your obligations to reflect changes in the System. You must use the most current version of the Brand Standards Manual by downloading the current copy off the internet after receiving notice of changes from LSI. If a dispute arises concerning the contents of the Brand Standards Manual, the master copies maintained by LSI at its principal office will be controlling. You must retain possession of your Brand Standards Manual at all times and may not, at any time, copy any part of the Brand Standards Manual (whether downloaded off the internet or in CD format). Prospective franchisees may view the Brand Standards Manual prior to entering into a Franchise Agreement if the prospective franchisee signs a written agreement.

not to copy, or disclose the contents of, the Brand Standards Manual to others or to use the substance of the Brand Standards Manual in competition with LSI. Informal guidance such as emails or oral advice is not considered to be part of the Brand Standards Manual.

(19) Guidance and Assistance [Article V, p. 10 of the Franchise Agreement]

LSI will furnish you with guidance as to the System and the specifications and standards applicable to a Camp-Resort and any modifications thereof. The guidance will, in the discretion of LSI, be furnished in the form of the Brand Standards Manual, bulletins, written reports and recommendations, other written materials and/or telephone consultations or in-person consultations at the office of LSI or at your Camp-Resort. If you request special and unusual assistance in operating your Camp-Resort or this assistance is required by LSI, and must take place at your Camp-Resort, all expenses for this training, including a per diem charge and travel and living expenses for LSI personnel, must be paid by you. Currently, the per diem charge is \$200.00 per person per day.

(20) Rewards Marketing Program [Article VI, p. 12 of the Franchise Agreement]

Commencing January 1, 2009, a rewards program marketing fee of one-half percent (0.5%) of each franchisee's Gross Revenues (which shall not be reduced by the Base Business Exclusion) shall be payable in the same manner as the royalty and service fee is payable. The rewards program marketing fee will be applied by LSI, in its sole discretion, to defray direct and indirect costs incurred in marketing, promoting and advertising of the program, and to reimburse franchisees with respect to certain reward certificate redemptions at the franchisee's Camp-Resort. LSI undertakes and has no obligation to ensure that expenditure of the rewards program marketing fee affecting any geographic area is proportional or equivalent to the rewards program marketing fee paid by the Jellystone Park Camp-Resort operating within that geographic area or that any Jellystone Park Camp-Resort will benefit directly or in proportion to its payment of rewards program marketing fees from LSI's application of the rewards program marketing fee.

(21) System-Wide Reservation Program [Article VI, p. 12 of the Franchise Agreement]

LSI is developing a System-Wide Reservation Program that will allow customers to make a campsite reservation at any Camp-Resort. All franchisees must pay a monthly fee for the System-Wide Reservation Program to LSI, or its designee, equal to \$1.50 per campsite at the franchisee's Camp-Resort. This fee will be used to maintain the System-Wide Reservation Program.

Item 12. TERRITORY

You are granted an designated territory within which LSI will not establish either a company-owned or a franchised Camp-Resort. This designated territory will be outlined along the highway or highways and other access roads to be the primary access routes to the entrance to your Camp-Resort. Franchisees are typically granted a distance of 15 miles from the front entrance of their Camp-Resort along the primary access routes. If, in LSI's judgment after analyzing traffic count, the number of your available campsites, other available campsites within an hour's driving time and other market factors, additional protected distance is appropriate, it will be fully disclosed and agreed to by

you Before the execution of the Franchise Agreement, a map and written description of your designated territory will be provided to you In case of discrepancies between the map and the written description, the written description will control

The designation of your territory applies only to the establishment of one (1) Camp-Resort You do not receive the right to acquire additional franchises within your area There is no exclusive right to the use of the Marks in any other fashion and there is no exclusive right to sell or distribute items bearing the Marks, whether or not those items may also be available for distribution at your Camp-Resort You are not prohibited or restricted from advertising, soliciting business or otherwise promoting your Camp-Resort outside of your designated territory and may do so within the territory of another Camp-Resort, provided you do not use a facility with a permanent or semi-permanent (seasonal) physical presence in the designated territory of another franchisee This includes soliciting business using the internet, catalogs and telemarketing Other franchisees may advertise, solicit business or otherwise promote their Camp-Resorts within your designated territory provided they do not use a facility or site with a permanent or semi-permanent (seasonal) physical presence in your designated territory Also, LSI retains the right in its sole discretion, subject only to your rights, to operate through LSI-owned outlets, franchise the operation of, or otherwise grant rights to operate Camp-Resorts at locations outside your designated territory or to operate through LSI-owned outlets other campgrounds and resorts under any names or marks not utilizing the YOGI BEAR name and logo for any locations, including locations in your designated territory, as LSI, in its sole discretion, deems appropriate

There is no minimum sales quota, however declining revenues or failure of an assessment may trigger a modification of the designated territory LSI will not modify your designated territory during the term of your Franchise Agreement without your written permission or without cause The designated territory will terminate upon termination of your Franchise Agreement Upon renewal of your Franchise Agreement, continuation of your designated territory will be based upon your satisfactory compliance with all of the LSI's requirements relating to renewal The territory may be adjusted on renewal at the option of LSI based upon changes in population and other demographic conditions You and LSI must enter into a separate Franchise Agreement, and LSI must approve the site as suitable for a Camp-Resort, before you relocate your Camp-Resort or before you establish additional Camp-Resorts

Item 13. TRADEMARKS

LSI, as licensee of Hanna Barbera Productions, Inc., a Delaware corporation ("Licensor"), grants you the limited, revocable right to operate a Camp-Resort under the name "Yogi Bear's Jellystone Park Camp-Resort" You may also use our current or future trademarks, whether owned or licensed, to operate your Camp-Resort provided that you comply with any usage guidelines that LSI established By trademarks or "Marks" LSI means trade names, trademarks, service marks and logos needed to identify your Camp-Resort and specifically designated by LSI

You must use the Marks as sole trade identifications of your Camp-Resort, and must also identify yourself as the independent owner of your Camp-Resort in the manner required by LSI You must not use any Marks as part of your corporate or trade name or with any prefix, suffix or other modifying words, terms, designs, or symbols (other than logos and additional trade and service marks licensed to you under the Franchise Agreement) or in any modified form, nor may you use any Mark in the manufacture or sale of products or the performance of any service not expressly authorized in writing by LSI You must prominently display the Marks at your Camp-Resort on literature, rental and lease agreements, invoices and other forms designated, including advertising and marketing materials All

Marks shall be displayed and used in the manner established by LSI. You must agree to give notices of trade and service mark registrations as LSI requires and to obtain such fictitious or assumed name registrations as may be required under applicable law.

If you choose to have an Internet address utilizing any of the Marks for your Camp-Resort, you must receive prior authorization and assignment of that Internet address from Licensor. LSI will use its reasonable best efforts to facilitate the authorization and the assignment process.

LSI holds a license from Licensor to construct and operate, and to grant franchises to others to construct and operate campgrounds that utilize the likeness and visual representation of the cartoon character "YOGI BEAR" and various other cartoons characters associated with "YOGI BEAR". Under this perpetual license, which may be terminated in the event LSI does not either maintain fifty (50) franchise locations or pay the Licensor \$50,000 in annual royalties, LSI pays Licensor a portion of its royalty income, but not less than \$50,000 annually, for use of the Marks. Franchisees are licensed to use the Marks for your business. The following service marks have been registered on the Principal Register of the United States Patent and Trademark Office:

- (1) "YOGI BEAR HEAD DEVICE DESIGN"
Service Mark, Int. Classes 35, 41 & 42
Reg. No. 1270196
Reg. Date: March 13, 1984
- (2) "YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT & DESIGN"
Service Mark, Int. Classes 35, 39, 41 & 42
Reg. No. 1288110
Reg. Date: July 31, 1984
- (3) "WHERE YOU CAMP WITH FRIENDS!" (owned by LSI)
Service Mark, Int. Classes 41 & 42
Reg. No. 1847045
Reg. Date: July 26, 1994
- (4) "CLUB YOGI"
Service Mark, Int. Class 39
Reg. No. 3401636
Reg. Date: March 25, 2008

Other than the service mark "Where You Camp With Friends!", which has been registered with several states, the above Marks are not registered in any state. LSI has filed all affidavits required in connection with its owned "WHERE YOU CAMP WITH FRIENDS!" mark. To LSI's knowledge, the Licensor has filed all affidavits required in connection with the other Marks.

There are no currently effective material determinations of the Trademark Trial and Appeal Board (the "TTAB").

Other than the registrations of the registered marks listed above, there are no presently effective determinations of the United States Patent and Trademark Office, the trademark administrator of any state or any court, no pending interference opposition or cancellation proceedings and no pending material litigation involving the Marks which is relevant to their use in any state. There are no agreements currently in effect which significantly limit the rights of LSI to use or license the use of the Marks in any manner material to you. LSI has no contractual obligation to protect your rights to use the Marks, or to protect you against claims of infringement or unfair competition that involve the Marks. In the event that LSI's licensing rights are terminated by Licensor, you will also lose the right to use the Marks. There are no infringing uses actually known to LSI which would materially adversely affect your use of the Marks.

You must immediately notify LSI of any apparent infringement of or challenge to your use of any Mark or of any claim by any person of any rights in any Mark, and you must not communicate with any person other than LSI and its counsel involving any infringement, challenge or claim. LSI will have sole discretion to take any action as it deems appropriate and will have the right to exclusive control of any litigation or other proceedings arising out of any infringement challenge or claim or otherwise relating to any Mark. You must execute all instruments and documents, render assistance and do these acts and things as may, in the opinion of LSI's counsel, be necessary or advisable to protect and maintain LSI's interest in any litigation or other proceeding or otherwise to protect and maintain LSI's interest in the Marks. LSI has no responsibility to participate in your defense or indemnify you for expenses or damages if you are a party to any litigation or other proceeding involving any Mark.

If it becomes advisable at any time in LSI's sole judgment for your Camp-Resort to modify or discontinue use of any Mark or for your Camp-Resort to use one or more additional or substitute trade or service marks, you must comply with LSI's directions to modify or otherwise discontinue the use of such Mark, and/or use one or more additional or substitute trade or service marks, within a reasonable time after notice by LSI. You must operate your Camp-Resort under the name Yogi Bear's Jellystone Park Camp-Resort (Geographic Location Inserted Here) without prefix or suffix or other phrases (including your name) and only that name. Subject to LSI's right to discontinue use of or modify the Marks, at all times in the operation, advertisement and promotion of the Camp-Resort, you shall feature the words "Yogi Bear's Jellystone Park Camp-Resort," together with the distinguishing characteristics of the System in substantially the same combination, arrangement and manner as LSI requires, so that your Camp-Resort will be readily recognizable by the public as a Camp-Resort which is a member of the Network.

You will not, without LSI's written consent, use any of the Marks licensed under the Franchise Agreement or any similar words as a part of your corporate, partnership or other business name or title or Internet address. Upon termination of the Franchise Agreement, you must remove any Mark or similar words from your corporation, partnership, or other business name or title or Internet address. If you show your own business name (corporate, partnership or individual) in advertising, you must also show in the advertising the word "franchisee" or other means of identifying yourself as operating the Camp-Resort as an independent owner and operator under a franchise from LSI.

Item 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise

You do not receive the right to use an item covered by a copyright, but can use the proprietary information contained in LSI's Brand Standards Manual. LSI is the sole owner of the System and its distinguishing characteristics now or if used or adopted as a part of the System. LSI has the exclusive right to grant franchises to others to use the System. You must agree that you will not infringe on, use or imitate the System or any of its distinguishing characteristics except under written agreement with LSI, that you have no interest in same except as created by the Franchise Agreement, and that every use by you of any and all color schemes and combinations, buildings designs and signs, characterizations, theming elements and standards, specifications and similar items comprising the System (the "Confidential Information") benefits LSI. LSI will disclose the Confidential Information to you during training, in the Brand Standards Manual and in guidance furnished to you during the term of your franchise. You must acknowledge and agree that the Confidential Information is a valuable asset of LSI. The Confidential Information will be disclosed to you solely on the condition that you agree that you (i) will not use the Confidential Information in any other business or capacity, (ii) will maintain the confidentiality of the Confidential Information during and after the term of your Franchise Agreement, and (iii) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form. If you have obtained LSI's prior written consent, the restriction on your disclosure and use of the Confidential Information will not apply to the following: (i) information, processes or techniques which are or become generally known and used in the camping services industry other than through disclosure (whether deliberate or inadvertent) by you, and (ii) disclosure of the Confidential Information in judicial or administrative proceedings to the extent that you have used your best efforts, and have given LSI the opportunity, to obtain an appropriate protective order or other assurance satisfactory to LSI of confidential treatment for the information required to be so disclosed.

Based upon controlled distribution, LSI owns and claims non-statutory copyright of the Brand Standards Manual, which contains information, including trade secrets, on uniform methods of operating a Camp-Resort. This copyright has not been registered. LSI does not derive its rights in the Brand Standards Manual from any outside source, and its rights to use and license this copyright are not significantly limited by any existing agreement. There is no currently effective determination of the United States Copyright Office with respect to these rights. LSI is not required to protect your right to the Brand Standards Manual, or to participate in your defense or indemnify you for damages or expenses incurred if you are a party to any proceeding involving the Brand Standards Manual. You are not required to notify LSI of any conflicting claims or rights to the Brand Standards Manual, and LSI is not obligated to take any affirmative action if so notified. There is no provision giving either party the right to control any litigation involving use of the Brand Standards Manual.

Item 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

For the entire term of your Franchise Agreement, you must participate in the actual operation of the franchise business and must use your best efforts to establish, develop and promote the business of your Camp-Resort. Your Camp-Resort must be open for business during all times of the year when camping is normally done in the geographic area where your Camp-Resort is located and during all times of the year that your Camp-Resort is listed in the Network directory as being open for business. You shall promptly notify LSI of any material change in the operation of the Camp-Resort or in the ownership or management of your franchise.

The Franchise Agreement requires you or your designee to maintain active management control of the franchise business, including the use of your best efforts to establish, develop and promote the

business of your Camp-Resort. You may employ a manager to supervise the franchise business. Each manager must attend the next regularly scheduled session of training and instruction at C A M P and complete the program to LSI's satisfaction. You are required to inform LSI of the identity of the manager. LSI does not require that the manager have an equity interest in the franchise. Further, LSI does not require you to impose any restrictions, such as non-competition or confidentiality covenants, on your manager but you will, notwithstanding the appointment of a manager, remain responsible for all of your obligations under the Franchise Agreement.

The Franchise Agreement includes as the "Franchisee" all shareholders, members, general partners and other principals of Franchisees that are corporations, limited liability companies or partnerships. Hence, such shareholders, members, general partners and other principals are bound by each of the terms of the Franchise Agreement, including the royalty payment provisions and the covenant not to compete during the term of the Franchise Agreement.

Item 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are restricted from selling goods or services that employ any of the Marks that are not authorized by LSI or the Licensor, as described in Item 8 of this Disclosure Document. Further, you must use your Camp-Resort site solely for the operation of a Camp-Resort in accordance with all rules, regulations, specifications standards and operating procedures established by LSI and must refrain from using the premises and from permitting their use in any other manner or for any other purpose or activity, without first obtaining the written consent of LSI. You are not limited in the customers to whom goods and services may be sold.

LSI has the right to add additional authorized goods or services that the franchisee is required to offer its customers. There are no limits on LSI's right to do so but LSI's management does not currently intend to exercise its rights in a manner that would require a franchisee to make an investment of more than \$10,000 per change made by LSI.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
a	Length of the franchise term	Article III[a]	Term is 7 years
b	Renewal or extension of the term	Article III[a-e]	If you are in good standing you can renew for an additional term of 5 years
c	Requirements for franchisee to renew or extend	Article III[e]	Sign then current agreement (which may contain materially different terms than the original franchise agreement), remodel your Camp-Resort and sign release

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
d	Termination by franchisee	Article XI[a]	Upon 30 days notice, if LSI substantially fails to comply with agreement and does not cure
e	Termination by LSI without cause	None	
f	Termination by LSI with cause	Article XI[b]	LSI can terminate only if franchisee abandons franchise, defaults, fails substantially to comply with agreement, violates applicable laws or operational standards, fails an assessment, makes unauthorized use of Confidential Information, is bankrupt or makes non-approved transfer or assignment LSI's right to terminate if you are bankrupt is not enforceable under federal bankruptcy law
g	"Cause" defined – curable defaults	Article XI[b]	You have 24 hours to cure certain violations of health, safety and sanitation laws, 5 days to cure payment defaults and 30 days to cure most other defaults
h	"Cause" defined – non-curable defaults	Article XI[b]	You have no cure for abandonment, bankruptcy, unauthorized use of Confidential Information or non-approved transfer or assignment
i	Franchisee's obligations on termination/non-renewal	Article XI[c-d], Article II and Article IV[o]	Obligations include liquidated damages, complete de-identification and payment of other amounts due
j	Assignment of contract by LSI	Article IX[e]	No restriction on LSI's right to assign
k	"Transfer" by franchisee - definition	Article IX[a]	Includes transfer of contract or assets or ownership change
l	LSI's approval of transfer by franchisee	Article IX[b-c]	LSI has the right to approve all transfers but will not unreasonably withhold approval subject to specified conditions
m	Conditions for LSI's approval of transfer	Article IX[b-c]	New franchisee qualifies, if three (3) years or less remain in the term of the franchise being transferred, the new franchisee agrees to extend the term of the franchise to seven (7) years, transfer fee paid, you must be current in your accounts with LSI, training

<u>Provision</u>		<u>Section in Franchise Agreement</u>	<u>Summary</u>
			arranged, release signed by you and current agreement signed by new franchisee
n	LSI's right of first refusal to acquire franchisee's business	Article IX[d]	LSI can match any offer for the real estate on which your Camp-Resort is located
o	LSI's option to purchase franchisee's business	None (See Note 1)	
p	Death or disability of franchisee	Article IX[b]	Franchise must be assigned by estate to approved buyer but no transfer fee is payable if transferee is an immediate family member
q	Non-competition covenants during the term of the franchise	Article IV[m] & Article IV[q]	No involvement in competing business within 50 miles of Camp-Resort and exclusive referral obligation
r	Non-competition covenants after the franchise is terminated or expires	None	
s	Modification of the agreement	Article IV[d] and Article XIII[h]	No modifications generally but Operating Manual subject to change
t	Integration/merger clause	Article XIII[i]	Only the terms of the franchise agreement are binding (subject to applicable laws) Any other promises may not be enforceable Nothing in the franchise agreement or in any related agreement is intended to disclaim the franchisor's representations made in this Disclosure Document
u	Dispute resolution by arbitration or mediation	None	

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
v	Choice of forum	Article XII	You consent to be sued in courts located in Hamilton County (Cincinnati), Ohio, which governs where applicable ⁹
w	Choice of law	Article XIII(k)	Ohio law governs except for federal trademark law, which governs where applicable ¹⁰

The Provisions above may be altered by a state specific addendum. If a state specific addendum is applicable to your state, that addendum is attached as Exhibit F.

1 - Franchisor is not obligated by the Agreement to do so, but, if the franchise is terminated, franchisor's policy is to buy back trademarked inventory at fair market value. This policy is subject to change at any time.

Item 18 PUBLIC FIGURES

LSI pays to the Licensor a percentage (ranging from 5% to 15%) of franchise fees, royalty fees and related fees collected for the right to use the name, character, symbol, design and likeness and visual representation of YOGI BEAR and related trademarks, service marks and trade names for the operation, franchising and advertising of the Yogi Bear's Jellystone Park Camp-Resort franchise.

LSI also pays to the Licensor a percentage (ranging from 2-1/2% to 5%) of the difference between the sales price and invoice cost of supplies and equipment sold by LSI to its franchisees. Additionally, any revenue derived from businesses operated by LSI will be assessed a royalty of 1.2%.

Subject to rules and regulations established by LSI and Licensor and subject to LSI's approval as to the form of each use and the time or times of each such use, you may, without charge, use the name and likeness of YOGI BEAR in your advertising and promotional efforts. The rules and regulations which limit the use of the name and likeness of YOGI BEAR are designed generally to control the use so the goodwill of the YOGI BEAR character will be maintained and so that the character will not be used in inappropriate way or ways which would otherwise reflect adversely on LSI or the Licensor. In addition, your use of the YOGI BEAR character and voice on radio and television are strictly controlled and approval of each use must be obtained from LSI. The YOGI BEAR character identified costumes may only be utilized on the premises of your business, except that the costumes may be used off such premises for the promotion of your franchised business, but in these situations your business must be identified by appropriate sign, announcement or written notification.

Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable

⁹ Article XII in 17(v) above is subject to state law.

¹⁰ Article XIII(k) in 17(w) above is subject to state law.

basis for the information, and if the information is included in the disclosure document Financial performance information that differs from that included this Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances

LSI does not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets LSI also does not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to LSI's management by contacting Robert E Schutter, Jr at 502 TechnCenter Drive, Suite D, Milford, Ohio 45150-8780 or (513) 831-2100, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20. OUTLETS AND FRANCHISEE INFORMATION

Table No 1

**Systemwide Outlet Summary
For Years 2016 to 2018¹¹**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2016	79	81	+2
	2017	81	83	+2
	2018	83	83	0
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlet	2016	79	81	+2
	2017	81	83	+2
	2018	83	83	0

¹¹ All dates are as of December 31 of the particular year

Table No 2

**Transfers of Outlets from Franchises to New Owners (other than the Franchisor)
For years 2016 to 2018**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Colorado	2016	1
	2017	1
	2018	0
Indiana	2016	1
	2017	1
	2018	0
Totals	2016	2
	2017	2
	2018	0

Table No 3

**Status of Franchised Outlets
For Years 2016 to 2018**

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non- Renewals	Col 7 Ceased Operations – Other Reasons	Col 8 Outlets at End of the Year
Alabama	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Alaska	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Arizona	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Arkansas	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
California	2016	0	1	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Colorado	2016	3	0	0	0	0	3
	2017	3	0	0	0	0	3

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non- Renewals	Col 7 Ceased Operations – Other Reasons	Col 8 Outlets at End of the Year
	2018	3	0	0	0	0	3
Connecticut	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Delaware	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Florida	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Georgia	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Hawaii	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Idaho	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Illinois	2016	3	0	0	0	0	3
	2017	3	0	0	0	0	3
	2018	3	0	0	0	0	3
Indiana	2016	7	0	0	0	0	7
	2017	7	0	0	0	0	7
	2018	7	0	0	0	0	7
Iowa	2016	0	1	0	0	0	1
	2017	1	1	0	0	0	2
	2018	2	0	1	0	0	1
Kansas	2016	1	0	0	1	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Kentucky	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Louisiana	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Maine	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Maryland	2016	1	0	0	0	0	1

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non- Renewals	Col 7 Ceased Operations – Other Reasons	Col 8 Outlets at End of the Year
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
Massachusetts	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	1	0	0	0
Michigan	2016	4	0	0	0	0	4
	2017	4	0	0	0	0	4
	2018	4	0	0	0	0	4
Minnesota	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Mississippi	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
Missouri	2016	2	0	0	1	0	1
	2017	1	1	0	0	0	2
	2018	2	0	0	0	0	2
Montana	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Nebraska	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Nevada	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
New Hampshire	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
New Jersey	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
New Mexico	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
New York	2016	6	1	0	0	0	7
	2017	7	0	0	0	0	7
	2018	7	0	0	0	0	7
North Carolina	2016	4	0	0	0	0	4
	2017	4	1	0	0	1	4
	2018	4	0	0	0	0	4

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non- Renewals	Col 7 Ceased Operations – Other Reasons	Col 8 Outlets at End of the Year
North Dakota	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Ohio	2016	3	1	0	0	0	4
	2017	4	1	0	0	1	4
	2018	4	0	0	0	0	4
Oklahoma	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
Oregon	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Pennsylvania	2016	4	0	0	0	0	4
	2017	4	0	0	0	0	4
	2018	4	0	0	0	0	4
Rhode Island	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
South Carolina	2016	1	0	0	1	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
South Dakota	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Tennessee	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	1	0	0	0	2
Texas	2016	6	1	0	0	0	7
	2017	7	0	0	0	0	7
	2018	7	0	0	0	0	7
Utah	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Vermont	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Virginia	2016	4	0	0	0	0	4
	2017	4	0	0	0	0	4
	2018	4	0	0	0	0	4
Washington	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Terminations	Col 6 Non- Renewals	Col 7 Ceased Operations – Other Reasons	Col 8 Outlets at End of the Year
	2018	0	0	0	0	0	0
West Virginia	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Wisconsin	2016	7	0	0	0	0	7
	2017	7	0	0	0	0	7
	2018	7	0	0	0	0	7
Wyoming	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
New Brunswick	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Newfoundland	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	1	0	0	0	1
Nova Scotia	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Ontario	2016	2	0	0	0	0	2
	2017	2	0	0	0	0	2
	2018	2	0	0	0	0	2
Prince Edward Island	2016	0	1	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Quebec	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Totals	2016	78	6	0	3	0	81
	2017	81	4	0	0	2	83
	2018	83	2	2	0	0	83

Table No 4

**Status of Company-Owned Outlets
For Years 2016 to 2018**

Col 1 State	Col 2 Year	Col 3 Outlets at Start of the Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired From Franchise	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
Totals	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Table No 5

Projected Openings As Of December 31, 2018

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal Year
Ohio	1	1	0
Texas	1	0	0
Totals	2	1	0

The names of all current franchisees and their address and telephone number of each of their Camp-Resorts as of December 31, 2018 are attached as Exhibit B

During the most recently completed fiscal year of LSI, two franchisees ceased operations as a Camp-Resort. These locations were (1) Sturbridge, MA 30 River Rd, Sturbridge MA 1566, Shawn Finnican 508 – 347- 9570, and (2) West Des Moines IA, 31635 Ashworth Rd Waukee IA 50263, Curtis Van Gilder 515-987-1714

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

During the ten (10) week period prior to the date of this Franchise Disclosure Document, no Franchisee has failed to communicate with LSI

No franchisee has signed confidentiality clauses with LSI during the last three fiscal years

LSI and its Franchisees have established and endorsed a franchisee advisory council known as the Yogi Advisory Council ("YAC" or "Franchise Advisory Council") You may reach the YAC at Yogi Advisory Council, 502 TechneCenter Drive, Suite D, Milford, Ohio 45150-8780, c/o Leisure Systems, Inc You may also reach the Yogi Advisory Council by telephone at (513) 831 – 2100 The YAC s affairs are conducted by a group of Franchisees selected by all franchise owners The YAC meets periodically with the management of LSI to discuss topics affecting LSI and the Franchisees Its purpose is to promote candid and open communications between all of the Franchisees and LSI The YAC serves in an advisory capacity only and does not have authority to modify the policies of LSI LSI makes no representation or warranty that the plans or wishes of the YAC will be adopted by LSI LSI does, however, consider it important and beneficial to have the input of the YAC as LSI formulates plans, programs, and policies affecting Franchisees and LSI

The information contained in this Item may be altered by a state specific addendum If a state specific addendum is applicable to your state, that addendum is attached as Exhibit F

Item 21. FINANCIAL STATEMENTS

Attached hereto as Exhibit C are the audited financial statements (including balance sheets) for the years ended December 31, 2018, December 31, 2017, and December 31, 2016

Item 22. CONTRACTS

All franchise and other contracts and amendments proposed for use in this state are attached here as Exhibit D These contracts and amendments are as follows

<u>DOCUMENTS</u>	<u>EXHIBIT NO</u>
Yogi Bear's Jellystone Park Camp-Resort Franchise Agreement	Exhibit D-1
Addendum A - Legal Description of Franchise Location Designated Territory Agreement	Exhibit D-2
Addendum B - Facilities, Standards, Specifications	Exhibit D-3
Addendum C - Notice of Existence of Right of First Refusal	Exhibit D-4
Addendum D - Nationwide Promotion Agreement	Exhibit D-5

Item 23. RECEIPTS

The last 2 pages of this Disclosure Document contains two detachable documents acknowledging receipt of the Disclosure Document You must execute both Receipts and return one copy to LSI

EXHIBIT "A"
LIST OF STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

<u>CALIFORNIA</u> California Department of Business Oversight Commissioner of Business Oversight 1515 K Street, Suite 200 Sacramento, California 95814-4052 Toll Free Number 1-866-275-2677 California Department of Business Oversight Commissioner of Business Oversight One Sansome Street, Suite 600 San Francisco, California 94104 Toll Free Number 1-866-275-2677 California Department of Business Oversight Commissioner of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 Toll Free Number 1-866-275-2677	<u>HAWAII</u> Director of Department of Commerce and Consumer Affairs Business Registration Division 1010 Richards Street Honolulu, Hawaii 96813
<u>ILLINOIS</u> Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706	<u>INDIANA</u> Indiana Securities Commissioner 302 W Washington Street Indianapolis, Indiana 46204 Indiana Secretary of State 201 State House 200 W Washington Street Indianapolis, Indiana 46204 (Agent for Service of Process)
<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2020 Maryland Securities Commissioner Division of Securities 200 St Paul Place, 20th Floor Baltimore, Maryland 21202-2020 (Agent for Service of Process)	<u>MICHIGAN</u> Michigan Department of Commerce Corporations and Services Bureau 670 Law Building Lansing, Michigan 48913 Department of the Attorney General's Office Consumer Protection Division - Attn Franchise 670 Law Building Lansing, Michigan 48913 (Agent for Service of Process)

<u>MINNESOTA</u> Agency Minnesota Department of Commerce Securities Unit 85 Seventh Place E, Suite 280 St Paul, MN 55101 Agent for Service of Process Commissioner of Commerce 85 Seventh Place E, Suite 280 St Paul, MN 55101	<u>NEW YORK</u> New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, New York 10271 Secretary of State of the State of New York 162 Washington Avenue Albany, New York 12231 (Agent for Service of Process)
<u>NORTH CAROLINA</u> Secretary of State Suite 302 300 North Salisbury St Raleigh, North Carolina 27603	<u>NORTH DAKOTA</u> Office of Securities Commission Fifth Floor 600 East Boulevard Bismarck, North Dakota 58505
<u>OREGON</u> Oregon Corporation Division Commerce Building Salem, Oregon 97310	<u>RHODE ISLAND</u> Rhode Island Department of Business Regulations Securities Section 233 Richmond Street, Suite 232 Providence, Rhode Island 02903
<u>SOUTH CAROLINA</u> Secretary of State P O Box 11350 Columbia, South Carolina 29211	<u>SOUTH DAKOTA</u> Department of Labor and Regulation Securities Regulation 124 S Euclid, Suite 104 Pierre, South Dakota 57501
<u>VIRGINIA</u> Clerk of the State Corporation Commission 1300 East Main Street, 9 th Floor Richmond, Virginia 23219 Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (Agent for Process of Service)	<u>WASHINGTON</u> Director of the Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
<u>WISCONSIN</u> Commissioner of Securities Franchise Investment Department 101 East Wilson Street, 4th Floor Madison Wisconsin 53702	

EXHIBIT B

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EXHIBIT C

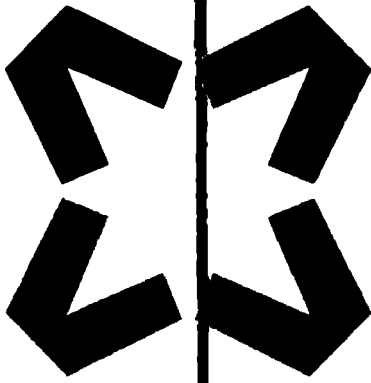


EXHIBIT D-1

YOGI BEAR'S JELLYSTONE PARK
CAMP-RESORT
FRANCHISE AGREEMENT

between

And

Leisure Systems, Inc

Dated _____, 20__

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ADDENDA

ADDENDUM A --	Legal Description of Franchise Location Exclusive Territory Agreement (If Any)
ADDENDUM B --	Selected Camp-Resort Facilities, Standards and Specifications
ADDENDUM C --	Notice of Existence of Right of First Refusal
ADDENDUM D --	Consent to Participate in Network-Wide Promotions

YOGI BEAR'S JELLYSTONE PARK
CAMP-RESORT
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 20__ by and between LEISURE SYSTEMS, INC , a Wisconsin corporation ("LSI"), and _____, a _____ whose address is _____ ("FRANCHISEE") (As used herein, the term "FRANCHISEE" is, as the case may be and as the context requires, a corporation, a partnership, an individual or a group of individuals. In the event that "FRANCHISEE" is a corporation, limited liability company or partnership, the term "FRANCHISEE" shall include all shareholders, members, general partners and other principals. The singular neuter usage includes the masculine, feminine and plural)

WHEREAS, LSI holds an exclusive license from Hanna - Barbera Productions, Inc ("Licensor") to use the name, character, symbol, design, likeness and visual representation of YOGI BEAR and other trademarks and service marks associated therewith (the "Marks") in connection with the construction, operation and franchising of campgrounds and resorts, and,

WHEREAS, LSI has developed and is the owner of a method and system for development and operation of campgrounds and resorts (hereinafter referred to as "JELLYSTONE PARK CAMP-RESORTS"), which consists, among other things, of distinctive and readily recognized designs, theming elements and formats for operation of campgrounds, including (without limitation) statues, signs, characterizations, artwork and character costumes, and certain standards, methods, specifications and procedures prescribed by LSI, all of which may be changed, further developed or otherwise modified from time to time (the "System"), and,

WHEREAS, FRANCHISEE owns an interest in certain real estate described hereinafter for which FRANCHISEE desires to obtain a franchise for the operation of a JELLYSTONE PARK CAMP-RESORT under the System and as part of the network of all JELLYSTONE PARK CAMP-RESORTS (the "Network"), and LSI is willing to grant such franchise,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound, the parties do hereby agree as follows,

ARTICLE I
GRANT

(a) Rights Granted LSI hereby grants to FRANCHISEE, and FRANCHISEE hereby accepts, a franchise (the "Franchise") to operate one (1) JELLYSTONE PARK CAMP-RESORT (the "CAMP-RESORT") in compliance with the standards and specifications of the System and as part of the Network at the location described in Addendum A attached hereto and incorporated herein. The term "CAMP-RESORT" shall include the real estate upon which the CAMP-RESORT is located. The principal business of the CAMP-RESORT shall be the short-term rental of camping sites to the general public and sales of related products and services. As used herein "short-term" is defined as periods of less than one (1) calendar year (i.e., daily, weekly, monthly or seasonal). FRANCHISEE shall not engage in the sale or long-term (periods of one (1) calendar year or more) rental, lease, license or other transfer of campsites or lots, and shall not grant any interests or rights granting the grantee the long-term right or continuing periodic right, either alone or in common with others, to the use of a campsite or campsites in the CAMP-RESORT.

(b) Use of the Marks FRANCHISEE acknowledges and agrees that all usage of the Marks by FRANCHISEE and any goodwill established thereby shall inure to the exclusive benefit of LSI and Licensor, and that this Agreement does not confer any goodwill or other interest in the Marks upon FRANCHISEE (other than the right to use the Marks in the operation of the CAMP-RESORT in compliance with this Agreement) All provisions of this Agreement applicable to the Marks shall apply to any additional or substitute trade and service marks and commercial symbols hereafter authorized for use by and licensed to FRANCHISEE by LSI FRANCHISEE shall have the right to use all names, logos, marks, symbols, slogans, designs, signs, characterizations, theming elements and similar items now or hereafter prescribed by LSI for use by FRANCHISEE in connection with the System during the term of this Agreement and shall have the obligation to maintain the presentation thereof FRANCHISEE agrees to use the foregoing and the Marks, including YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT, YOGI BEAR'S JELLYSTONE PARK System and other combinations thereof, in the form or forms then currently prescribed by LSI and solely in connection with and exclusively for the promotion, development and conduct of the CAMP-RESORT and strictly in accordance with this Agreement and all instructions, rules, regulations and procedures prescribed from time to time by LSI with respect thereto

(c) Other Franchises LSI retains the right, in its sole discretion, to (i) operate, franchise the operation of or otherwise grant rights to operate YOGI BEAR'S JELLYSTONE PARK CAMP-RESORTS for such locations as LSI, in its sole discretion but subject to the provisions (if any) of Addendum A granting FRANCHISEE an exclusive territory, deems appropriate, (ii) operate, franchise the operation of or otherwise grant rights to operate campgrounds and resorts other than YOGI BEAR'S JELLYSTONE PARK CAMP-RESORTS that utilize the YOGI BEAR name and logo for such locations as LSI, in its sole discretion, deems appropriate, and (iii) provide or sell consulting or other advisory services to any campgrounds or camping resorts

(d) Limitation on FRANCHISEE's Use of Marks FRANCHISEE agrees to use the Marks as the sole trade identification of the CAMP-RESORT, provided that FRANCHISEE shall identify itself as the independent owner and operator thereof in the manner prescribed by LSI FRANCHISEE shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos and additional trade and service marks licensed to FRANCHISEE hereunder) or in modified form, nor may FRANCHISEE use any Mark in connection with the manufacture or sale of any products or the performance of any services not expressly authorized in writing by LSI FRANCHISEE agrees to prominently display the Marks at the CAMP-RESORT on literature, short-term rental and lease agreements, invoices and other forms designated by LSI and in connection with advertising and marketing materials All Marks shall be displayed in the manner prescribed from time to time by LSI FRANCHISEE agrees to give such notices of trade and service mark registrations as LSI specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law

(e) Notification of Infringements and Claims FRANCHISEE shall immediately notify LSI of any apparent infringement of or challenge to FRANCHISEE's use of any Mark or any claim by any person of any rights in any Mark, and FRANCHISEE shall not communicate with any person other than LSI and its counsel in connection with any such infringement, challenge or claim LSI shall have sole discretion to take such action as it deems appropriate and the right to exclusive control of any litigation or other proceedings arising out of any such infringement, challenge, or claim or otherwise relating to any Mark FRANCHISEE agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of LSI's counsel, be necessary or advisable to protect and maintain the interest of LSI in any litigation or other proceeding or otherwise to protect and maintain the interest of LSI in the Marks

(f) Discontinuance of Use of Marks, Additional or Substitute Marks If, in LSI's sole judgment, it becomes advisable at any time for the CAMP-RESORT to modify or discontinue use of any Mark or for the CAMP-RESORT to use one (1) or more additional or substitute trade or service marks, FRANCHISEE agrees, within a reasonable time after notice thereof by LSI, to comply with LSI's directions to modify or

otherwise discontinue the use of such Mark or to use the additional or substitute prescribed trade or service marks FRANCHISEE shall provide LSI with evidence, in the form requested by LSI, of the discontinuation of use of any such Mark or of the modification of any such Mark or of the use by FRANCHISEE of the prescribed additional or substitute trade or service marks All costs incurred by FRANCHISEE in the discontinuation of use or modification of any such Mark or in the use of additional or substitute prescribed trade or service marks shall be borne solely by FRANCHISEE

(g) Identification of the CAMP-RESORT FRANCHISEE agrees to operate the CAMP-RESORT under the name YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT, _____ (location) without prefix or suffix or other phrases (including, but not limited to FRANCHISEE's name) and only that name Subject to Paragraph (f) of this Article I, at all times in the operation, advertisement and promotion of the CAMP-RESORT, FRANCHISEE shall feature the words "YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT" as then prescribed by LSI together with the distinguishing characteristics of the System in substantially the same combination, arrangement and manner as then prescribed by LSI, so that the CAMP-RESORT will be readily recognizable by the public as a JELLYSTONE PARK CAMP-RESORT that is a member of the Network If FRANCHISEE shall also show its own business name (corporate, partnership or individual) in advertising, it shall include in such advertising the word "franchisee" or other means of identifying itself as operating the CAMP-RESORT as an independent owner and operator under a franchise from LSI FRANCHISEE acknowledges and agrees that FRANCHISEE shall be responsible for any and all costs associated with remedying any violation of this subparagraph (g) as determined by LSI

ARTICLE II LSI'S CONFIDENTIAL INFORMATION

FRANCHISEE expressly acknowledges and recognizes that LSI has the sole exclusive right to use the Marks in connection with the development, operation and franchising of YOGI BEAR identified campgrounds and camp-resorts, that LSI is the sole owner of the System and its distinguishing characteristics now or from time to time hereafter used or adopted as part of or in connection with the System and that LSI has the exclusive right to grant this Franchise and to grant franchises to others to use the System FRANCHISEE shall not infringe upon, use or imitate the Marks, the System or any of their distinguishing characteristics except under written agreement with LSI FRANCHISEE further agrees that FRANCHISEE has no interest in the Marks, the System or any of their distinguishing characteristics except as created hereby and that each and every use by FRANCHISEE of any trademarks, trade names and service marks and all color schemes and combinations, signs, characterizations, theming elements and standards, specifications and similar items now or thereafter comprising the System (collectively, the "Confidential Information") shall inure to the benefit of LSI FRANCHISEE agrees that the Confidential Information is a valuable asset and that FRANCHISEE (1) shall not use the Confidential Information in any other business or capacity, (2) shall maintain the confidentiality of the Confidential Information during and after the term of this Agreement, and (3) shall not make unauthorized copies of any portion of the Confidential Information disclosed in written form

Upon the termination of this Agreement, FRANCHISEE shall forever abstain from using the Confidential Information and shall immediately return to LSI all copies of all documents, instructions and other materials, including (without limitation) the Operations Manual furnished to FRANCHISEE under the terms of this Agreement

ARTICLE III TERM AND RENEWAL

(a) Term and Renewal The term of this Agreement and the Franchise is approximately seven

(7) years, which, more specifically, shall begin on the date this Agreement is executed and which shall expire on December 31, 20__ unless earlier terminated pursuant to Article XI of this Agreement

(b) Right to Renewal If, upon the expiration of the initial term of the Franchise, the Network shall continue to be in existence, then, subject to the provisions of Paragraphs (c), (d) and (e) of this Article III, FRANCHISEE shall have the right to renew, without payment of an additional initial franchise fee, the Franchise on the terms and conditions contained in LSI's then-standard franchise agreement for JELLYSTONE PARK CAMP-RESORTS, for a single renewal term of five (5) years commencing January 1, 20__ and expiring on December 31, 20__

(c) Conditions for Renewal FRANCHISEE's right to renew the Franchise is conditioned upon its undertaking, within the first twelve (12) months of renewal term, to remodel, refurbish, reconstruct and/or expand the CAMP-RESORT, add or replace such equipment, recreational facilities, service facilities and other facilities and otherwise modify the CAMP-RESORT as prescribed by LSI to bring it into compliance with specifications and standards then applicable to JELLYSTONE PARK CAMP-RESORTS. Without limiting FRANCHISEE's obligations under Paragraph (f) of Article I, to the extent that discontinuation or modification of any Mark or use of additional or substitute prescribed trade or service marks is then required by LSI, FRANCHISEE shall immediately after the commencement of the renewal term take all appropriate actions to satisfy such requirements. FRANCHISEE's right to renew the Franchise is additionally conditioned upon its agreement to execute prior to the commencement of the renewal term general releases, in form satisfactory to LSI, of any and all claims arising during or out of the initial term of the Franchise or this Agreement against LSI and its officers, directors, employees, agents, parent corporations and affiliates

(d) Notice of Renewal and Nonrenewal FRANCHISEE shall give LSI written notice of its election to renew the Franchise not more than eighteen (18) months nor less than twelve (12) months prior to expiration of the initial term of the Franchise. FRANCHISEE's failure to give timely notice of such election to renew shall terminate its right to renew the Franchise. Not less than nine (9) months prior to the expiration of the initial term of the Franchise, LSI shall give FRANCHISEE written notice of any deficiencies in FRANCHISEE's operation of the CAMP-RESORT, which notice shall specify the time period, not to exceed three (3) months, within which such deficiencies must be corrected. In such event, renewal of the Franchise shall be conditioned upon FRANCHISEE's timely correction of all specified deficiencies as well as on FRANCHISEE's continued compliance with all the terms and conditions of this Agreement up to the date of expiration of the initial term of the Franchise. Notwithstanding FRANCHISEE's timely election to renew, LSI may elect not to renew the Franchise by giving FRANCHISEE a written notice of nonrenewal, which notice shall state the reason for nonrenewal, not less than six (6) months prior to the expiration of the initial term of the Franchise

(e) Renewal Agreements To renew the Franchise, LSI and FRANCHISEE shall execute the form of franchise agreement and any ancillary agreements then customarily used by LSI in the grant of franchises for the operation of JELLYSTONE PARK CAMP-RESORTS (with appropriate modifications to reflect the fact that the agreement relates to the renewal of the Franchise). Failure by the FRANCHISEE and its owners to sign such agreements and the general releases referred to in Paragraph (c) of this Article III within thirty (30) days after delivery thereof to FRANCHISEE shall be deemed an election by FRANCHISEE not to renew the Franchise

ARTICLE IV OBLIGATIONS OF FRANCHISEE

(a) Facilities of the CAMP-RESORT FRANCHISEE agrees to operate the CAMP-RESORT as a JELLYSTONE PARK CAMP-RESORT and, upon execution of this Agreement, shall commence and diligently pursue the establishment of the CAMP-RESORT, which shall be built or converted, completed

and maintained according to the standards and specifications provided or approved by LSI, including, but not limited to, those identified on Addendum B attached hereto and incorporated herein. The CAMP-RESORT, including, without limitation, all buildings, signs and appurtenances, shall conform to LSI's then-current standards and specifications for JELLYSTONE PARK CAMP-RESORTS.

FRANCHISEE shall not alter the CAMP-RESORT in any manner that negatively affects the CAMP-RESORT, the Network, LSI's rights in the Marks or the System. The CAMP-RESORT at all times shall contain not fewer than _____ () Qualifying Campsites (as identified below) and not fewer than _____ () Qualifying Full Service Cabins available at all times for short-term rental by the general public. The term "Qualifying Campsites" as used in this Agreement shall mean campsites graded level and improved for parking of campers and recreational vehicles thereon, with water and electrical hook-ups available thereon and sanitary facilities reasonably accessible to such campsite and the term "Qualifying Full Service Cabins" as used in this Agreement shall mean a cabin or park model that contains a full bathroom and a minimum of a kitchenette.

(b) Opening Date and Training FRANCHISEE agrees to open the CAMP-RESORT for business as soon as reasonably possible, but in no event later than _____ (the "Opening Date"). LSI must approve the CAMP-RESORT in writing prior to the Opening Date. LSI reserves the right to withhold approval until all identified improvements and upgrades are completed. Each individual who will assume primary general management responsibility for the daily operation of the CAMP-RESORT shall attend the next regularly scheduled session of training and instruction at LSI's Certification and Management Program ("CAMP"). If the CAMP-RESORT employs a new manager at any time during the term of this Agreement, the new manager shall be required to attend the next regularly scheduled session of training and instruction at LSI's Certification and Management Program.

After completion of LSI's Certification and Management Program, FRANCHISEE agrees to have at least one (1) general operator attend at least one (1) or more training sessions administered by LSI annually, while the CAMP-RESORT is affiliated with the Network. These additional training sessions are generally held in first and fourth quarters of the year.

All costs associated with the additional training sessions shall be borne solely by the FRANCHISEE.

(c) Promotion and Continuous Operation For the entire term of the Agreement, FRANCHISEE agrees to use its best efforts to establish, develop and promote the business of the CAMP-RESORT and to maximize the Gross Revenues (as defined in Paragraph (d) of Article VI) of the CAMP-RESORT. Until formally approved for opening by LSI, FRANCHISEE shall not advertise or promote the CAMP-RESORT or utilize the Marks without prominently disclosing at the same time that the CAMP-RESORT is under construction or conversion. The CAMP-RESORT shall be open for business at least during all times of the year when camping is normally done in the geographic area where the CAMP-RESORT is located and during all times of the year that the CAMP-RESORT is listed in the Network directory as being open for business.

(d) Standards of Operation

(i) FRANCHISEE shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the CAMP-RESORT.

(ii) FRANCHISEE shall operate the CAMP-RESORT in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to workers' compensation insurance, unemployment insurance, building and zoning codes, health or safety, environmental matters and withholding and payment of federal and state income taxes, social

security taxes and sales taxes

(iii) All advertising by FRANCHISEE shall be factually accurate and in good taste (in the judgment of LSI), shall conform to the highest standards of ethical advertising and shall identify FRANCHISEE as the independent owner and operator of the CAMP-RESORT in the manner then prescribed by LSI. FRANCHISEE shall in all dealings with its customers, suppliers, LSI and public officials adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. FRANCHISEE agrees to refrain from any business or advertising practice that may be injurious to the business of LSI and the goodwill associated with the Marks and other JELLYSTONE PARK CAMP-RESORTS in the Network.

(iv) FRANCHISEE shall notify LSI in writing within five (5) days of the occurrence of (i) the commencement of any action, suit or proceeding against FRANCHISEE which may materially adversely affect the operation or financial condition of FRANCHISEE or the CAMP-RESORT, (ii) the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of FRANCHISEE or the CAMP-RESORT, and (iii) the receipt of any notice of violation of any law, ordinance or regulation related to health or safety. In each instance, FRANCHISEE shall include in or with such written notice its intended response or course of action with respect to such action, suit, proceeding, order, injunction, award, decree or notice of violation.

(v) FRANCHISEE agrees to operate and maintain the CAMP-RESORT and everything pertaining thereto and to provide services, facilities, equipment and recreational programs in strict compliance with the rules, standards, terms and conditions set forth herein and in LSI's then-current standards and specifications for JELLYSTONE PARK CAMP-RESORTS as set forth or referred to in LSI's Operations Manual. FRANCHISEE further agrees to keep all facilities, including, but not limited to, dining areas, parking areas, restrooms, pools, fire areas, picnic tables, trash cans, electrical hookups, disposal units, fresh water facilities and all other facilities and equipment in prime condition, making or causing to be made any and all repairs and performing all maintenance, painting, repairing and cleaning as required by applicable law or by good business practices. FRANCHISEE recognizes that the Operations Manual may from time to time require amendment or revision in light of LSI's experience and development of the system, competitive conditions in the camping industry and other factors, and agrees to comply strictly with any and all such amendments and revisions to such Brands Standards Manual. FRANCHISEE agrees and understands that it is the essence of this Agreement that the operation of the CAMP-RESORT be conducted in accordance with the Operations Manual, the System, all procedures prescribed by LSI and the highest levels and standards of quality and cleanliness and in a manner which shall not reflect adversely upon the name or good will of the LSI, its business, Licensor, other JELLYSTONE PARK CAMP-RESORT franchisees in the Network or the Marks. Mandatory specifications, standards and operating procedures prescribed from time to time by LSI in the Brand Standards Manual, or otherwise communicated to FRANCHISEE in writing, shall constitute provisions of this Agreement as if fully set forth herein. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures.

(e) Operation of Food Service Establishments Pursuant to this Agreement, FRANCHISEE shall have the right to operate, maintain or cause to be maintained commissaries, grocery stores, restaurants or other food service establishments on the CAMP-RESORT property covered by this Agreement ("Food Service Establishment") that shall be operated in connection with or incidentally to the CAMP-RESORT. The name of such Food Service Establishment as well as signs, designs, theme and decor must be approved by LSI. FRANCHISEE shall secure and maintain all required licenses, permits and certificates relating to operation of all Food Service Establishments and shall operate or cause all Food Service Establishments to be operated and maintained in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all applicable laws governing the sale of alcoholic beverages. FRANCHISEE

is encouraged to obtain and maintain in full force and effect throughout the term of this Agreement a Food Borne Illness policy covering any Food Service Establishment

(f) Sale of Products at the CAMP-RESORT FRANCHISEE understands and acknowledges that LSI's right to use the Marks is derived, in part, through a license agreement with Licensor and that use of the Marks upon products not authorized for sale by LSI at the CAMP-RESORT will result in substantial injury to LSI and will constitute and infringement of the rights of LSI and Licensor in and to the Marks. Therefore FRANCHISEE agrees to purchase all products bearing the Marks from LSI or suppliers of authorized products bearing the Marks other than LSI that have been approved by LSI. FRANCHISEE further agrees not to purchase or sell any item or product bearing any of the Marks that has been purchased from any manufacturer or supplier other than LSI or supplier approved by LSI. In the event that FRANCHISEE desires to purchase any item or product bearing any Mark from a manufacturer or supplier other than LSI or its subsidiaries or affiliates or a supplier that has been approved by LSI, FRANCHISEE shall notify LSI in advance, setting forth such information concerning the manufacturer or supplier and the product or item as LSI reasonably requests. LSI may, in its discretion, grant or deny permission for FRANCHISEE to purchase and sell any product bearing any Mark at the CAMP-RESORT. In no event will permission be granted if the Marks, LSI's license to use the Marks or Licensor's rights to the Marks are jeopardized or threatened in any manner.

(g) Sale of Alcoholic Beverages In the event FRANCHISEE shall engage in the sale of alcoholic beverages on the premises of or in connection with the operation of the CAMP-RESORT, FRANCHISEE agrees that neither the names nor likenesses of YOGI BEAR or of any of the related cartoon characters will be employed to advertise the sale of alcoholic beverages or to identify alcoholic beverages which may be sold. Without limiting the generality of Paragraph (d) of this Article IV, FRANCHISEE further agrees that in connection with the sale of alcoholic beverages, FRANCHISEE will at all times comply with all applicable federal, state and local laws and ordinances.

(h) Mail, Message and Information Services FRANCHISEE agrees to provide access to mail services on the CAMP-RESORT and a bulletin board containing information on local activities, nearby tourist attractions and points of interest within the area surrounding the CAMP-RESORT. FRANCHISEE further agrees to make available on the CAMP-RESORT premises such brochures, periodicals and other information, as LSI shall from time to time supply to FRANCHISEE, to promote the JELLYSTONE PARK CAMP-RESORT Network and the Marks.

(i) Assessment of the CAMP-RESORT To determine whether FRANCHISEE and the CAMP-RESORT are complying with this Agreement, the System and specifications and standards then prescribed by LSI, LSI or its designated agents shall have the right, at any reasonable time and with or without prior notice to FRANCHISEE, to (1) assess the CAMP-RESORT, (2) observe the operations of the CAMP-RESORT for such consecutive or intermittent periods as LSI deems necessary, (3) interview personnel of the CAMP-RESORT, (4) interview customers of the CAMP-RESORT, and (5) inspect and copy any books, records and documents relating to the operation of the CAMP-RESORT, including, but not limited to, forms and reports required by local and/or state revenue or taxing authorities. FRANCHISEE shall fully cooperate with LSI in connection with any such assessments, observations and interviews. FRANCHISEE shall present to its customers such evaluation forms and customer comments cards as are prescribed from time to time by LSI and shall participate in any survey performed by or on behalf of LSI. FRANCHISEE shall execute (or initial to acknowledge receipt of) any assessment and consulting reports prepared by or on behalf of LSI in connection with any assessment and shall promptly take any and all actions necessary or appropriate to bring the CAMP-RESORT into full compliance with this Agreement and all applicable standards. In the event that the CAMP-RESORT fails to obtain a seventy-five percent (75%) or better on any assessment described above, FRANCHISEE may, at LSI's sole discretion, be required to attend the next regularly scheduled CAMP session at FRANCHISEE's sole expense.

(j) Advertising In addition to FRANCHISEE's obligation to pay the marketing, advertising and promotional fee as provided in Paragraph (d) of Article VI, FRANCHISEE agrees to spend on advertising and promotion of the CAMP-RESORT during the term of this Agreement an amount equal to three percent (3%) of Gross Revenues, as defined in Paragraph (d) of Article VI

(k) Exclusive Use FRANCHISEE agrees to use the CAMP-RESORT site solely for the operation of a JELLYSTONE PARK CAMP-RESORT in accordance with all rules, regulations, specifications, standards and operating procedures prescribed from time to time by LSI. FRANCHISEE shall refrain from using said premises or permitting the use thereof in any other manner or for any other purpose or activity without first obtaining the written consent of LSI

(l) Approval of Advertising Prior to their use by FRANCHISEE, samples of all advertising and promotional materials not prepared or previously approved by LSI, shall be submitted to LSI for approval. If written disapproval is not received by FRANCHISEE within thirty (30) days from the date of receipt by LSI of such materials, LSI shall be deemed to have given the required approval. FRANCHISEE shall not use any advertising or promotional materials that LSI has disapproved. FRANCHISEE agrees to comply with the terms and conditions of LSI's Social Media Policy and agrees to remove any online content in violation of such policy as determined by LSI within twenty-four (24) hours of request from LSI

(m) Competition Neither FRANCHISEE (nor any shareholder or partner of FRANCHISEE) nor any member of the immediate family of FRANCHISEE (or of any shareholder or partner of FRANCHISEE) shall, as long as this Agreement remains in force and effect, directly or indirectly own any interest in, operate or be in any manner connected with or associated with any campground or resort other than such as are franchised by LSI within fifty (50) miles of the CAMP-RESORT without the express written consent of LSI

(n) Payment of Accounts FRANCHISEE agrees that it will promptly pay when due all amounts which shall become due to LSI or its affiliates from time to time for merchandise, equipment or otherwise. FRANCHISEE agrees that, in addition to LSI's rights set forth in Article IX, subparagraph (b), should FRANCHISEE at any time during the term of this Agreement become delinquent for a period of ninety (90) days or more in payments to LSI or its affiliates for merchandise, equipment or otherwise, FRANCHISEE will provide to LSI, upon LSI's request, an approved bank draft for any future purchases and LSI reserves the right to initiate any of the following while such delinquency exists: (1) withhold the approval of any future advertising materials bearing the Marks, (2) not allow FRANCHISEE or its designee, to attend any training session sponsored by LSI, and (3) not permit FRANCHISEE the ability to purchase any merchandise materials under the control of LSI. FRANCHISEE agrees that amounts not paid when due shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law

(o) Themed Elements FRANCHISEE shall acquire from LSI and use in the operation of the CAMP-RESORT: (1) one (1) or more standard Yogi Bear fiberglass statue(s), (2) one (1) or more standard or themed park entrance sign(s) with a value not to exceed \$2,500, (3) one (1) or more standard Yogi Bear or Yogi Bear family costume(s), and (4) other themed elements that LSI may from time to time deem appropriate (collectively, the "Themed Elements"). Such Themed Elements shall at all times remain in the possession of or under the control of the FRANCHISEE and such Themed Elements shall never be used on television or cable television without the prior written consent of LSI for each such use. Upon the termination, expiration or cancellation of the Agreement or the Franchise for any reason whatsoever, all Themed Elements shall be either (y) immediately returned to LSI by FRANCHISEE at FRANCHISEE's expense or (z) sold to another franchisee of LSI subject to LSI's prior written approval. FRANCHISEE agrees that FRANCHISEE'S failure to comply with the provisions of the immediately preceding sentence would result in irreparable injury to LSI not adequately compensated by money damages and that, in such event, LSI shall, without prejudice to its other rights and remedies, have the right to obtain a mandatory

injunction and other equitable relief without the necessity of posting bond or other security

(p) Participation in Network Promotions FRANCHISEE shall cooperate in any Network or System-wide promotions funded and implemented by LSI for the purpose of promoting the System

(q) Referral Obligation FRANCHISEE covenants and agrees to exclusively refer guests and customers of the CAMP-RESORT, whenever reasonably possible, during the term of this Agreement to only JELLYSTONE PARK CAMP-RESORTS

ARTICLE V OBLIGATIONS OF LSI

(a) Site Approval LSI must approve the location of FRANCHISEE's site as suitable for the CAMP-RESORT subject to the upgrading or development of amenities or facilities necessary to comply with standards and specifications of the System. The specific upgrades or development requirements are described in Addendum B attached hereto and incorporated herein. The approval of any site by LSI shall not be deemed a representation or warranty by LSI that the use of said site by FRANCHISEE for a CAMP-RESORT will result in profit or gain to FRANCHISEE. Nor shall any site approval by LSI be deemed a representation or warranty by LSI that such site may be developed into a CAMP-RESORT in compliance with applicable laws and regulations. FRANCHISEE shall bear sole responsibility for site selection and development and for compliance with applicable laws and regulations.

(b) Conceptual Designs LSI agrees to furnish conceptual designs for buildings and other features of the System. FRANCHISEE shall at its own cost obtain such functional designs and plans as may be necessary to conform to applicable building codes, laws, ordinances and regulations.

(c) Training LSI agrees to provide FRANCHISEE or the individual who will assume primary general management responsibility for the daily operation of the CAMP-RESORT with initial training and instruction in the operation of a JELLYSTONE PARK CAMP-RESORT both on site at the CAMP-RESORT and at LSI's Certification and Management Program (CAMP). In connection with the initial Certification and Management Program, LSI agrees to pay for or to reimburse FRANCHISEE for certain costs incurred in the following manner: (a) FRANCHISEES located within three hundred (300) miles of Cincinnati will be reimbursed for mileage traveled by automobile to and from Cincinnati in accordance with the current Internal Revenue Service published allowance, (b) FRANCHISEES outside a three hundred (300) mile radius of Cincinnati will be reimbursed for two (2) round-trip coach fare airline tickets to and from Cincinnati, (c) LSI shall provide lodging for two (2) individuals designated by FRANCHISEE. After the initial Certification and Management Program, all costs for training shall be borne solely by FRANCHISEE unless otherwise agreed to in writing by LSI.

(d) Promotion LSI agrees to promote the JELLYSTONE PARK CAMP-RESORT Network through the use of advertising or by such other means and at such times and in such manner and amount as LSI shall in its sole discretion deem appropriate.

(e) Internet Address, Social Networking FRANCHISEE acknowledges and agrees that FRANCHISEE must obtain prior written authorization and assignment of Internet address from Licensor if FRANCHISEE desires to have an Internet address utilizing any of the Marks for the JELLYSTONE PARK CAMP RESORT. LSI will use its reasonable best efforts to facilitate the authorization and the assignment process. FRANCHISEE further acknowledges and agrees that FRANCHISEE must obtain prior written approval to maintain a social networking account for the FRANCHISEE's JELLYSTONE PARK CAMP RESORT or social networking accounts using the Marks, including, without limitation, social networking accounts with Facebook, Twitter and Instagram. FRANCHISEE must comply with the written policies of LSI in maintaining such social network accounts and LSI shall have the sole discretion to determine which

content should be removed

(f) Camp-Resort Brochure LSI agrees to issue from time to time for distribution by franchisees and LSI a brochure of JELLYSTONE PARK CAMP-RESORTS in the Network. Provided that FRANCHISEE shall be current in the payment of all amounts due LSI and provided that FRANCHISEE shall not be in breach of this Agreement, the CAMP-RESORT shall be listed in each edition of the brochure commencing with the edition next published following opening of the CAMP-RESORT.

(g) Brand Standards Manual LSI will make available to FRANCHISEE, during the term of the Franchise, the JELLYSTONE PARK CAMP-RESORTS Brand Standards Manual (the "Brand Standards Manual"). FRANCHISEE may obtain from LSI an access code that will enable FRANCHISEE to download a copy of the Brand Standards Manual from LSI's website. The Brand Standards Manual shall contain mandatory standards and specifications, information for performance of camping services, advertising standards, standards for maintenance of the CAMP-RESORT, information on the permitted use of the YOGI BEAR name, mark and likeness, information concerning all aspects of the System prescribed from time to time by LSI for JELLYSTONE PARK CAMP-RESORTS, and information relative to other obligations of FRANCHISEE under this Agreement and the operation of a JELLYSTONE PARK CAMP-RESORTS. The Brand Standards Manual, and FRANCHISEE's obligations thereunder, may be modified by LSI from time to time to reflect changes in the System. FRANCHISEE must use the most current version of the Brand Standards Manual by downloading the current copy off the internet after receiving notice of changes from LSI. In the event of a dispute relative to the contents of the Brand Standards Manual, the master copies maintained by LSI at its principal office shall be controlling. Mandatory specifications, standards and operating procedures set forth in the Brand Standards Manual or otherwise communicated to FRANCHISEE in writing shall constitute provisions of this Agreement as if fully set forth herein. FRANCHISEE must retain possession of the Brand Standards Manual at all times and may not, at any time, copy any part of the Brand Standards Manual (whether downloaded off the internet or in CD format).

(h) Guidance and Assistance LSI shall furnish guidance to FRANCHISEE with regard to the System and the specifications and standards applicable to a JELLYSTONE PARK CAMP-RESORT and any modifications thereof. Such guidance and assistance shall, in the discretion of LSI, be furnished in the form of the Brand Standards Manual, bulletins, written reports and recommendations, other written materials and/or telephone consultations or in-person consultations at the offices of LSI or at the CAMP-RESORT. If assistance not customarily provided to other franchisees in operating their camp-resorts is required by FRANCHISEE, or required by LSI, and must take place at CAMP-RESORT, all expenses for such assistance, including a per diem charge for travel and living expenses for LSI personnel shall be paid by FRANCHISEE.

(i) Themed Elements LSI shall sell or furnish to the FRANCHISEE the Themed Elements, which shall be held by FRANCHISEE under the terms and conditions contained in Paragraph (o) of Article IV.

ARTICLE VI INITIAL FRANCHISE FEE AND ROYALTY AND SERVICE AND OTHER FEES

In consideration of the rights granted hereunder, FRANCHISEE agrees to pay to LSI the following:

(a) Initial Franchise Fee An initial franchise fee in the amount of Ten Thousand Dollars (\$10,000.00) (the "INITIAL FRANCHISE FEE") is due upon execution of this Agreement. THE INITIAL FRANCHISE FEE SHALL BE FULLY EARNED BY LSI AND IS NON-REFUNDABLE UPON EXECUTION OF AND APPROVAL BY LSI OF THIS AGREEMENT. FRANCHISEE shall be entitled a credit of up to Six Thousand Dollars (\$6,000.00) of the INITIAL FRANCHISE FEE towards the purchase

of Themed Elements pursuant to Paragraph (o) of Article IV

(b) Minimum Fees Notwithstanding any provision to the contrary elsewhere in this Agreement, FRANCHISEE shall pay LSI the following amounts as the minimum aggregate royalty and service fee and marketing, advertising and promotional fee for the following periods in accordance with the schedule below. If the six percent (6%) royalty and service fee and one percent (1%) marketing, advertising and promotional fee are, taken together, higher than the aggregate minimum stated below, the higher amount shall be paid.

Minimum Aggregate
Royalty and Service
Fee and Marketing,
Advertising and
Promotional Fee

Period

\$2500 00 January 1, 20__ to December 31, 20__

Terms \$500 00 due July 1, 20__

\$1000 00 due August 1, 20__

\$1000 00 due October 1, 20__

\$3000 00 January 1, 20__ to December 31, 20__

Terms \$1000 00 due July 1, 20__

\$1000 00 due August 1, 20__

\$1000 00 due October 1, 20__

\$3500 00 January 1, 20__ to December 31, 20__

Terms \$1000 00 due July 1, 20__

\$1000 00 due August 1, 20__

\$1500 00 due October 1, 20__

\$4000 00 January 1, 20__ to December 31, 20__

Terms \$1000 00 due July 1, 20__

\$1500 00 due August 1, 20__

\$1500 00 due October 1, 20__

(c) Royalty and Service Fee Commencing _____, 20__, FRANCHISEE shall pay to LSI a royalty and service fee of either

(i) Six Percent (6%) of the aggregate of FRANCHISEE's Gross Revenues less the Base

Business Exclusion for the CAMP-RESORT and all related facilities, if FRANCHISEE is a conversion from a previous camp resort, or

(ii) Three and One-Half Percent (3 5%) of FRANCHISEE's Gross Revenues for the CAMP-RESORT and all related facilities, for all other FRANCHISEES

Said royalty and service fee shall be paid to LSI during the term of this Agreement, in the manner prescribed by LSI in Article VII, Paragraph (a). As used herein, "Gross Revenues" shall mean the total of all sales, rentals or services performed at or by the CAMP-RESORT, including (but not limited to) the gross receipts from any vending machines, cocktail lounges, gift or souvenir shops and Food Service Establishments. Gross Revenues shall exclude sales, use or service taxes to be paid by Franchisee or the CAMP-RESORT to the appropriate taxing authority after collection from customers. It is understood and agreed that in the event that FRANCHISEE shall lease, license or grant concessions for any stores, restaurants or other facilities on the premises of the CAMP-RESORT, Gross Revenues shall include the total Gross Revenues derived by such leases, licenses or concessionaires and not merely amounts received by FRANCHISEE as rentals, license fees, concession fees or otherwise. The term "Base Business Exclusion" shall include all Gross Revenues collected for the period covering the most recent operating year ended prior to the signing of this Agreement as reported in FRANCHISEE's financial statements, which for purposes of this Agreement shall be \$ _____.

(d) Marketing, Advertising and Promotional Fee Commencing _____, 20__, a marketing, advertising and promotional fee of one percent (1%) of FRANCHISEE'S Gross Revenues (which shall not be reduced by the Base Business Exclusion) is payable in the same manner as the royalty and service fee. The marketing, advertising and promotional fee will be applied by LSI, in its sole discretion, to cover costs of marketing, promoting, advertising and improving the JELLYSTONE PARK CAMP-RESORT Systems and Network, including local, regional or national advertising, publishing directories, market research, public relations, training, meetings and seminars. LSI undertakes no obligation to ensure that expenditure of the marketing, advertising and promotional fee affecting any geographic area is proportional or equivalent to the marketing, advertising and promotional fee paid by the JELLYSTONE PARK CAMP-RESORT operating within that geographic area or that any JELLYSTONE PARK CAMP-RESORT will benefit directly or in proportion to its payment from LSI's application of the marketing, advertising and promotional fee.

(e) Rewards Program Marketing Fee Commencing _____, 20__, a rewards program marketing fee of one-half percent (0 5%) of FRANCHISEE'S Gross Revenues (which shall not be reduced by the Base Business Exclusion) shall be payable in the same manner as the royalty and service fee is payable. The rewards program marketing fee will be applied by LSI, in its sole discretion, to defray direct and indirect costs incurred in marketing, promoting and advertising of the program, and to reimburse FRANCHISEE with respect to certain reward certificate redemptions at the CAMP-RESORT. LSI undertakes and has no obligation to ensure that expenditure of the rewards program marketing fee affecting any geographic area is proportional or equivalent to the rewards program marketing fee paid by the JELLYSTONE PARK CAMP-RESORT operating within that geographic area or that any JELLYSTONE PARK CAMP-RESORT will benefit directly or in proportion to its payment of rewards program marketing fees from LSI's application of the rewards program marketing fee.

ARTICLE VII STATEMENTS AND RECORDS

(a) Semi-Monthly Reports and Remittance: FRANCHISEE agrees to furnish to LSI each semi-monthly period (periods end on the 15th and at the end of the month), along with the royalty and service fee and marketing, advertising and promotional fee referred to in Paragraphs (d) and (e) of Article VI, such royalty reports and operating data as may be prescribed by LSI for said preceding period in such form as

LSI may, from time to time, designate All reports and operating data are to be remitted to LSI no later than ten (10) business days after the close of each semi-monthly period

(b) Annual Reports FRANCHISEE further agrees on or before ninety (90) days following the close of FRANCHISEE's accounting year to furnish LSI with a balance sheet and income statement for the CAMP-RESORT for the previous accounting year, prepared by an independent accountant or accounting service in conformity with generally accepted accounting principles and in such form as LSI may require, prepared by an independent accountant or accounting service and verified to be correct by FRANCHISEE, or, in lieu thereof, with FRANCHISEE's operating reports of results for that year and with FRANCHISEE's tax returns FRANCHISEE agrees to provide LSI written notice of its intent to file an extension of its tax filing with the Internal Revenue Service no later than seven (7) calendar days following the filing of such extension

(c) Books and Records FRANCHISEE shall, with respect to all business done by it related to the CAMP-RESORT, keep on the premises or at its principal place of business at all times, true and accurate records, accounts, books and data which shall accurately reflect the Gross Revenues of the CAMP-RESORT LSI or its designee shall have the right at all reasonable times to inspect, examine, audit and copy records, accounts and books Any such inspection, examination and/or audit shall be at LSI's sole expense unless the same is necessitated by FRANCHISEE'S failure in a timely manner to prepare and deliver royalty reports, remittances and financial statements as herein above provided or to keep and preserve complete records, or unless such inspection reveals an underpayment in royalties or fees due LSI of two percent (2%) or more for any period In any of these events, the cost of the inspection, examination and/or audit shall be paid by FRANCHISEE upon demand by LSI

ARTICLE VIII RELATIONSHIP OF PARTIES

It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that LSI and FRANCHISEE shall be independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, fiduciary or employee of the other for any purpose FRANCHISEE shall conspicuously identify itself in all dealings with customers, suppliers, public officials, and personnel of the CAMP-RESORT and others as the owner of the CAMP-RESORT operating under a franchise with LSI and shall place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials at all camper check-in areas as LSI may require from time to time

LSI has not authorized or empowered FRANCHISEE to use the Marks except as provided by this Agreement and FRANCHISEE shall not employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit or in a manner that may result in liability of LSI for any indebtedness or obligation of FRANCHISEE Except as expressly authorized by this Agreement, neither LSI nor FRANCHISEE shall make any express or implied agreements, warranties, guarantees or representations, or incur debt in the name of or on behalf of the other or represent that their relationship is any other than franchisor and franchisee Neither LSI nor FRANCHISEE shall be obligated by or have any liability under any agreements or representation made by the other that are not expressly authorized hereunder, nor shall LSI be obligated for any damage to any person or property directly or indirectly arising out of the operation of the CAMP-RESORT, or FRANCHISEE's business conducted pursuant to the Franchise, whether caused by FRANCHISEE's negligent or willful action or failure to act LSI shall have no liability for any sales, use, occupation, excise, gross receipts, income, property or other taxes, whether levied upon FRANCHISEE, the CAMP-RESORT or FRANCHISEE's property or upon LSI, in connection with the sales made or business conducted by FRANCHISEE or payments to LSI pursuant hereto

FRANCHISEE agrees to indemnify and forever release, remise and discharge and forever hold harmless LSI, its past and present owners, current and former shareholders, directors, officers, employees, agents, affiliates and assignees against liability and expenses for any claims arising out of the construction, conversion or operation of the CAMP-RESORT or the use of the Marks in any manner not in accordance with this Agreement. For purposes of this indemnification, claims shall mean and include all obligations, actual consequential and punitive damages, taxes and costs reasonably incurred in the preparation, investigation and defense of any claim against LSI (including, without limitation, reasonably incurred accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). LSI shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE IX TRANSFER

(a) Transfer by FRANCHISEE FRANCHISEE understands and acknowledges that the rights and duties created by this Agreement are personal to FRANCHISEE and that LSI has granted the Franchise and the right to operate the CAMP-RESORT to FRANCHISEE in reliance upon the individual or collective character, skill, aptitude, business ability and financial capacity of FRANCHISEE and its principals. Accordingly, neither this Agreement nor the Franchise (or any interest herein) nor the right to operate the CAMP-RESORT as a JELLYSTONE PARK CAMP-RESORT may be transferred without prior written approval of LSI, and any such transfer without LSI's approval shall constitute a breach hereof. As used in this Agreement the term "transfer" shall include the transfer of any interest in this Agreement, the Franchise, the FRANCHISEE, or the CAMP-RESORT as determined at LSI's sole discretion: (1) by voluntary, involuntary, direct or indirect assignment, sale or other transfer by FRANCHISEE, (2) by merger or consolidation or by the transfer or issuance of stock, securities convertible to stock, partnership interests, voting rights or any other security or document representing an ownership or controlling interest in FRANCHISEE, (3) by divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law, and (4) by will, declaration of trust, transfer in trust or under the laws of interstate succession.

(b) Conditions for Approval of Transfer FRANCHISEE may, in writing, request LSI's approval of a transfer. LSI will not unreasonably withhold its approval subject to the following conditions: (1) the proposed transferee and its owners must be individuals of good moral character and otherwise meet LSI's then-applicable standards for JELLYSTONE PARK CAMP-RESORT franchisees, (2) the transferee must have sufficient business experience, aptitude and financial resources to operate the CAMP-RESORT, as determined by LSI in its sole discretion, (3) FRANCHISEE must pay such royalty and service fees, marketing, advertising and promotion fees and amounts owed for purchases by FRANCHISEE from LSI and its affiliates which are then due and unpaid, (4) the transferee must execute LSI's then-standard franchise agreement for a term at least equal to the unexpired term of this Agreement, provided, however, if the unexpired term of this Agreement at the time of this transfer is three (3) years or less, the term of the franchise agreement to be executed by the transferee shall be five (5) years, (5) the transferee and its personnel must agree to complete LSI's training to LSI's satisfaction, (6) FRANCHISEE or the transferee must have paid LSI Four Thousand Dollars (\$4,000) to defray expenses incurred by LSI, (7) FRANCHISEE and its owners must execute a general release, in form satisfactory to LSI, of any and all claims against LSI, its affiliates and their officers, directors, employees and agents. If FRANCHISEE is in full compliance with this Agreement, and if the proposed transfer is to current owners of FRANCHISEE, to immediate family members of FRANCHISEE, to a corporation wholly-owned by FRANCHISEE which conducts no business other than the CAMP-RESORT and which is actively managed and controlled by FRANCHISEE, or if the transfer is by bequest, inheritance or gift to immediate family member, subparagraph (6) of the above requirements shall not apply.

(c) Effect of Consent to Transfer LSI's consent to a transfer of this Agreement and the Franchise, or any interest in FRANCHISEE, shall not constitute a waiver of any claim it may have against FRANCHISEE (or its owners), nor shall it be deemed a waiver of LSI's right to demand exact compliance by the transferee with any of the terms or conditions of the new franchise agreement executed by transferee

(d) LSI's Right of First Refusal FRANCHISEE hereby warrants that it is the owner of the real estate upon which the CAMP-RESORT is located and grants to LSI, under the terms and conditions contained in Addendum C, attached hereto and incorporated herein, a Right of First Refusal, granting LSI the right to purchase any interest in real estate for which FRANCHISEE has received a bona fide offer

(e) Transfer by LSI This Agreement is fully transferable by LSI and shall inure to the benefit of any transferee or other legal successor to the interest of LSI herein

ARTICLE X INSURANCE

(a) Types of Insurance FRANCHISEE agrees, at its sole cost and expense, to obtain and maintain in full force and effect throughout the term of this Agreement, such types and amounts of insurance as are set forth in this Article from insurance carriers that maintain an AM Best rating of "A" or better. The parties acknowledge that current requirements include the following

(i) General Liability Insurance. Commercial General Liability insurance covering all operations by or on behalf of Franchisee, providing insurance for bodily injury liability and property damage liability for the limits indicated below. Coverage should be included for independent contractors, premises and operations, product and completed operations and contractual liability. Limits of liability should be provided in amounts not less than

- \$1,000,000 per occurrence
- \$2,000,000 products and completed operations aggregate
- \$2,000,000 general aggregate
- \$1,000,000 personal and advertising injury

The General Liability policy shall name LSI and Park River Corporation and respectively their directors and officers, Hanna-Barbera Productions, Inc., Great American Broadcasting Company, A Delaware Corporation, c/o Warner Bros Consumer Products, a division of Time Warner Entertainment Company L P and any other parties designated by LSI as additional insureds. The policy shall include a waiver of the insurance carrier's right of subrogation against LSI and Park River Corporation with the franchisee's insurance

(ii) Liquor Liability Coverage If the CAMP-RESORT distributes, sells, serves, or furnishes alcoholic beverages, Liquor Liability coverage shall also be purchased for an amount not less than \$1,000,000

(iii) Automobile Liability Insurance Automobile liability, including coverage for all owned, hired, and non-owned vehicles, shall be maintained with minimum limits of \$1,000,000 combined single limit

(iv) Umbrella Liability Insurance Umbrella liability insurance with a limit of at least \$1,000,000 per occurrence and in the aggregate and shall apply over the general liability, automobile liability, and employer's liability policies as required above

(v) Business Interruption insurance Business Interruption insurance covering loss of

profits and necessary continuing expenses, including Royalty Fees, contributions and other amounts due to LSI and its Affiliates under or in connection with this Agreement, for interruptions caused by loss or damage caused by fire, lightning, windstorm and all other risks covered by the usual all-risk policy form of Property Insurance and providing coverage for the actual loss sustained

(vi) Cyber Liability Insurance/Technology Errors and Omissions Insurance covering the CAMP-RESORT's technology system and the data and other information generated by or stored in that system

(b) Certificate of Insurance Prior to the commencement of operations, FRANCHISEE agrees to furnish to LSI a Certificate of Insurance documenting that the required insurance coverage is in effect. All policies shall be renewed annually through the Term of this Agreement and FRANCHISEE shall cause a renewal Certificate of Insurance for each required coverage to be mailed or e-mailed to LSI prior to the expiration of such coverage.

(c) Insurance Requirements as Minimums FRANCHISEE understands and acknowledges that preceding amounts of coverage are minimum amounts that may be increased throughout the Term of the Agreement by modification to this Article X and do not represent a recommendation by LSI as to the amount of insurance coverage FRANCHISEE should maintain for the CAMP-RESORT. If any changes are made to the amounts of insurance, FRANCHISEE agrees to make such changes within thirty (30) days of such notice. FRANCHISEE further acknowledges and understands that it is FRANCHISEE's sole responsibility to determine the proper insurance coverage that is appropriate to protect FRANCHISEE's interest and that FRANCHISEE should seek the advice of an independent insurance broker to assist FRANCHISEE in making an informed determination.

(d) Placement of Insurance by LSI If FRANCHISEE fails to take out or keep in force any insurance required by Article X above or should any such insurance not be as required in Article X above, LSI may, in its sole discretion, without assuming any obligation in connection therewith, purchase such insurance and charge the cost to FRANCHISEE. FRANCHISEE agrees to immediately reimburse LSI for all costs incurred by LSI in connection with the placement of such insurance.

ARTICLE XI TERMINATION

(a) Termination by FRANCHISEE This Agreement may be terminated at FRANCHISEE's option in the event LSI fails substantially to comply with any term or condition of this Agreement and such non-compliance continues without cure thirty (30) days or more after receipt by LSI of written notice of such non-compliance. If such non-compliance cannot reasonably be cured within (30) days after receipt of such written notice, Franchisee shall be entitled to terminate this Agreement if (but only if) LSI fails to undertake and continue efforts to cure such failure and fails to furnish proof of such efforts to FRANCHISEE within thirty (30) days after notice is received by LSI.

(b) Termination by LSI In addition to the provision for termination provided elsewhere herein and in Article II and Article IV, Paragraphs (d) and (o) of Article IV, this Agreement may be terminated at LSI's option,

(i) Immediately upon notice if FRANCHISEE shall voluntarily abandon the Franchise which shall mean a failure actively to operate the CAMP-RESORT for ten (10) or more consecutive days during the period in which the CAMP-RESORT is required to be open for business pursuant to Paragraph (c) of Article IV,

(ii) Immediately upon notice if FRANCHISEE shall (a) make any unauthorized use of

the Confidential Information or make a transfer or assignment other than in compliance with Article IX, (b) be convicted by a trial court of or plead no contest to a felony or other crime or offense that is likely to adversely affect the reputation of FRANCHISEE or the CAMP-RESORT, (c) fail to cure a default under this Agreement which materially impairs the goodwill associated with the Marks after FRANCHISEE has been given written notice to cure twenty-four (24) hours in advance thereof, (d) fail or refuse to comply with any standard, specifications or operating procedure of LSI relating to the cleanliness or sanitation of the CAMP-RESORT, or (e) violate any health, safety or sanitation law, ordinance or regulation and shall fail to correct such failure or refusal after FRANCHISEE has been given written notice to cure twenty-four (24) hours in advance thereof,

(iii) If FRANCHISEE shall fail to pay when due any amount which may become due to LSI pursuant to this Agreement or if FRANCHISEE shall fail to pay when due any other amount which may become due to LSI for merchandise, equipment or otherwise, and such failure or failures continue for a period of five (5) days or more following written notice by LSI to FRANCHISEE,

(iv) If FRANCHISEE shall fail to substantially comply with any other term or condition of this Agreement or with any of LSI's specifications, standards and operating procedures, the System, or the Operations Manual and such failure continues for thirty (30) days or more after written notice by LSI to FRANCHISEE specifying FRANCHISEE's failure to comply, or if such failure cannot reasonably be corrected within thirty (30) days after written notice of such failure to comply is delivered to FRANCHISEE, FRANCHISEE shall fail to undertake and continue efforts to cure such failure, and furnish proof of such efforts and the date of expected completion to LSI within ten (10) days after notice to FRANCHISEE,

(v) Immediately upon the insolvency or bankruptcy of FRANCHISEE, the making of an assignment for the benefit of creditors, the appointment of a receiver or trustee for all or part of the assets of FRANCHISEE's business or upon the levy on all or part of the assets of FRANCHISEE's business for satisfaction of any judgment rendered by a court of competent jurisdiction or for the satisfaction of any tax obligation

(c) Liquidated Damages In the event this Agreement is terminated for any reason other than a default of LSI hereunder, FRANCHISEE shall pay to LSI, within fifteen (15) days after the effective date of termination, all sums then currently due and owing, plus liquidated damages in an amount to be determined as follows (1) the monthly average royalty and service fees paid or due to LSI from FRANCHISEE for the three (3) year period immediately preceding the effective date of termination (which shall be no less than the minimum aggregate royalty and service fee and marketing, advertising and promotional fee provided in Paragraph (c) of Article VI) (the "Base"), (2) shall be multiplied by the number of months remaining in the term of this Agreement, (3) which amount shall be reduced to present value of such payments as of the date of termination assuming that such payments are made in equal amounts on January 1 of each calendar year remaining in the term of this Agreement, utilizing an interest rate of five percent (5%) If the CAMP-RESORT has been open less than three (3) years, the Base to be used in the above formula shall be the monthly average of royalty and service fees paid or due to LSI from FRANCHISEE for the period of this Agreement but in no event less than the minimum payments stated in Article VI, Paragraph (c) In the event the CAMP-RESORT has not been opened, total liquidated damages shall be limited to the Initial Franchise Fee FRANCHISEE acknowledges and agrees the LSI's damages and lost opportunities upon termination of the Agreement will be difficult to ascertain and that the foregoing formula is a reasonable estimate thereof and does not constitute a penalty or forfeiture LSI's right to liquidated damages is cumulative with all other available remedies

(d) Termination of Use Marks and Identification with Network Upon the termination or expiration of this Agreement for any reason whatsoever, all rights of FRANCHISEE hereunder shall thereupon terminate and FRANCHISEE shall immediately thereafter cease to use in any manner, directly or

indirectly, the System or any part thereof. By way of illustration and not limitation, FRANCHISEE shall cease to use and shall withdraw from using the Marks, color schemes, characterizations, theming elements, patterns, designs, slogans, signs or emblems of the System or the Marks, furniture, furnishings, advertising material, stationery, forms or any other articles that display the Marks or are identified with the System or any colorable imitation thereof. FRANCHISEE agrees upon such termination to cease and refrain from holding itself or the CAMP-RESORT out to the public in any way as a member of the Network, as being operated under the System or as a FRANCHISEE or operator of a JELLYSTONE PARK CAMP-RESORT and further agrees to distinguish the CAMP-RESORT thereafter so clearly from JELLYSTONE PARK CAMP-RESORTS and those within the Network as to avoid all possibility of any confusion by the public. In the event FRANCHISEE shall fail to remove such signs, symbols, Marks, color schemes, furniture, furnishings, advertising materials, stationery, forms or other identifying materials within thirty (30) days following the termination of this Agreement, LSI, or its designee may enter the CAMP-RESORT and any buildings located thereon without notice or process of law and remove the aforesaid items and make such changes. FRANCHISEE shall reimburse LSI for any and all costs incurred by LSI in doing so upon written demand by LSI. FRANCHISEE further agrees upon the termination or expiration of this Agreement, for any reason whatsoever, to return to LSI, at FRANCHISEE's expense, any and all costumes, statutes, Yogi Bear on the Bench, signage, documents, advertising materials, instruction materials, forms, manuals or other materials including (but not limited to) any and all copies of Brand Standards Manuals furnished to FRANCHISEE pursuant hereto. Any branded merchandise may be sold to another Franchisee, sold to LSI or must be destroyed. FRANCHISEE acknowledges that a breach of this paragraph (d) will cause LSI immediate and irreparable harm and agrees that LSI is entitled to immediate preliminary and permanent injunctive relief in any court of law or equity with jurisdiction. These remedies are not exclusive and are cumulative with all other remedies available at law or pursuant to this Agreement.

ARTICLE XII CONSENT TO JURISDICTION

Any action, cause of action or claim, of any nature whatsoever, whether at law or in equity, arising out of or relating to this Agreement, or the breach thereof, or to the Franchise shall be initiated exclusively in the federal or state courts having a situs in Hamilton County, Ohio. FRANCHISEE hereby exclusively consents to the personal jurisdiction of the federal and state courts having a situs in Hamilton County, Ohio, and each of them, and agrees that it shall not attempt to transfer or remove from said courts any action, cause of action or claim described in this Article XII on grounds of forum non conveniens or otherwise.

ARTICLE XIII MISCELLANEOUS

(a) Security Interest, Financing Statements. To secure payment of all FRANCHISEE'S present and future debts, obligations and liabilities to LSI, FRANCHISEE agrees to grant LSI upon LSI's request a security interest in all FRANCHISEE's Yogi Bear inventory, including but not limited to souvenir items and other merchandise. Upon such request, FRANCHISEE agrees to execute such security agreements and Uniform Commercial Code financing statements in such form and at such time as may be required to LSI to evidence LSI's security interest in such inventory.

(b) Assignability of LSI's Economic Rights. LSI shall have the unlimited right to sell, assign, pledge or encumber any security interest or any other note, obligation or indebtedness of FRANCHISEE, including LSI's option and rights of first refusal hereunder, without notice to FRANCHISEE.

(c) Force Majeure. Neither LSI nor FRANCHISEE shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results through no fault of its own, from (1) transportation shortages, inadequate supply of equipments, merchandise, supplies, labor, material or energy or from the voluntary foregoing of the right to acquire or use any of the foregoing in order to

accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any department or agency thereof, (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof, (3) acts of God, or (4) acts or commissions of a similar event or cause. Any delay resulting from any of said causes shall extend performances accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence of payment of royalties due on any sales thereafter.

(d) Notices or Demands Any notice, demand, request of other writing required or permitted by this Agreement or the Operations Manual shall be deemed to have been delivered by hand, one (1) business day after transmission by telegraph or other electronic system or three (3) business days after placement in the United States Mail by Registered or Certified Mail, postage prepaid, and addressed as follows:

If to LSI	Leisure Systems, Inc 502 TechneCenter Drive Suite D Milford, Ohio 45150 - 8780 Attention: President and Chief Operating Officer
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With required copies to	Edward E. Steiner, Esq Keating, Muething & Klekamp One East Fourth Street Cincinnati, Ohio 45202
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If to FRANCHISEE

or such other address as the party to which such notice is directed may have designated by notice in writing given pursuant to this paragraph.

(e) Binding Effect The covenants, conditions, restrictions and limitations of this Agreement shall apply to all individuals executing the same and if the rights of FRANCHISEE hereunder are assigned to a corporation pursuant to consent given by LSI, such covenants, conditions, restrictions and limitations shall apply to the activities of all stockholders, officers, directors, agents, subsidiaries and affiliates of FRANCHISEE or such corporate assignee. FRANCHISEE further agrees that such covenants, conditions, restrictions and limitations shall apply to members of the immediate family of FRANCHISEE and of the persons executing this Agreement or having interest in FRANCHISEE. FRANCHISEE agrees that a failure by any individual to comply with the covenants, conditions, restrictions and limitations imposed on such individual by this paragraph shall constitute a breach thereof.

(f) No Waiver LSI and FRANCHISEE may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement. Other than waivers granted by LSI for a specified time (which waivers shall be in writing), any waiver granted by LSI shall be without prejudice to any other rights LSI may have, will be subject to continuing review by LSI and may be revoked, in LSI's sole discretion, at any time and for any reason, effective upon delivery to FRANCHISEE of ten (10) days' prior written notice. Except in the case of a specific waiver as identified above, forbearance, delay, neglect or omission on the part of LSI or FRANCHISEE to insist upon the compliance by the other party with any of the terms of this Agreement shall not constitute a waiver thereof or a modification of this Agreement.

(g) Severability If any provision of this Agreement shall be construed to be illegal or invalid, it shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein.

All other provisions hereof shall continue in full force and effect. If under any applicable and binding law, any provision of this Agreement or any specification, standard or operating procedure prescribed by LSI is invalid or unenforceable, the provision of such law shall be substituted for the comparable provisions hereof, and LSI shall have the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable.

(h) Amendment This Agreement may not be amended, changed, modified or discharged unless such amendment, change, modification or discharge is in writing and signed by all parties executing this Agreement.

(i) Entire Agreement This Agreement and the Addenda attached hereto or executed herewith contain the entire understanding of the parties and no prior, contemporaneous, oral or written understanding of the parties shall be applicable hereto except as specifically set forth herein, *provided*, nothing in this Agreement, the Addenda or any related agreement is intended to, or shall be construed as, a disclaimer of representations made by LSI in the Franchise Disclosure Document.

(j) Rights of Parties are Cumulative The rights of LSI and FRANCHISEE hereunder are cumulative and no exercise or enforcement by LSI or FRANCHISEE of any right or remedy hereunder shall preclude the exercise or enforcement by LSI or FRANCHISEE of any other right or remedy hereunder or which LSI or FRANCHISEE is entitled by law to enforce.

(k) Governing Law Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, *et seq.*) or other federal law, this Agreement and the Franchise shall be governed by the internal substantive laws of the State of Ohio.

(l) Miscellaneous Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. If two (2) or more persons are at any time FRANCHISEE hereunder, whether or not as partners or joint venturers, their obligations and liabilities to LSI shall be joint and several. This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

(m) Acknowledgements FRANCHISEE acknowledges that it has read this Agreement and LSI's Franchise Disclosure Document and that it understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain LSI's high standards of quality and service and the uniformity of those standards at all JELLYSTONE PARK CAMP-RESORTS and thereby to protect and preserve the goodwill of the Marks, the Network and the System. FRANCHISEE acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that it involves business risks and that the success of the venture is largely dependent upon the business abilities of FRANCHISEE. LSI expressly disclaims the making of, and FRANCHISEE acknowledges that it has not received or relied upon, any guaranty, express or implied, as to the revenues, profits, success of the business venture contemplated by this Agreement or other financial performance representations. FRANCHISEE acknowledges that it has not received or relied on any representations about the Franchise by LSI or its officers, directors, employees, or agents that are contrary to the statements made in LSI's Franchise Disclosure Document or to the terms herein. FRANCHISEE acknowledges that in all of their dealings with FRANCHISEE, the officers, directors, employees, and agents of LSI act only in a representative capacity and not in an individual capacity. FRANCHISEE further acknowledges that this Agreement, and all business dealings between FRANCHISEE and such individuals as a result of this Agreement, are solely between FRANCHISEE and LSI. FRANCHISEE further represents to LSI, as an inducement to its entry into this Agreement, that FRANCHISEE has made no misrepresentations in obtaining the Franchise.

[Remaining Page Intentionally Blank]

IN WITNESS WHEREOF, these presents have been executed and delivered by or on behalf of LSI and FRANCHISEE the day and year first above written

Attest

LEISURE SYSTEMS, INC ,
a Wisconsin corporation

By _____

By _____

Title _____

Title President/COO

Attest

FRANCHISEE

By _____

By _____

Title _____

Title _____

FOR CORPORATE
FRANCHISEES

I, _____, do hereby certify that I am Secretary of the FRANCHISEE and that the following is a true and correct copy of a Resolution adopted by the Board of Directors of FRANCHISEE "RESOLVED THAT ANY OFFICER OF THE CORPORATION MAY, IN THE NAME OF THE CORPORATION, EXECUTE THE FRANCHISE AGREEMENT ATTACHED HERETO "

Secretary
(Seal)

FOR PARTNERSHIPS

I, _____, do hereby certify that I am a partner in FRANCHISEE and warrant that my other partners have empowered me to enter into this FRANCHISE AGREEMENT

(Partner)

EXHIBIT D-2

ADDENDUM A
LEGAL DESCRIPTION - DESIGNATED AREA OR TERRITORY
TO A
FRANCHISE AGREEMENT

DATED

BETWEEN (FRANCHISEE)

WHOSE ADDRESS IS

AND LEISURE SYSTEMS, INC

(FRANCHISOR)

- 1 The Yogi Bear's JELLYSTONE PARK Camp-Resort to be operated pursuant to this Franchise Agreement shall be located at The legal description of the property is as follows
- 2 The following "Designated Highway and Direct Access Route" territory is hereby granted to Franchisee for the term of the franchise agreement
- 3 The designation of the above-described territory applies only to (i) the establishment and operation by a person other than the Franchisee of a Yogi Bear's JELLYSTONE PARK Camp-Resort or, (ii) to the establishment and operation by a person other than the Franchisee of any facility or site staffed with employees of another Yogi Bear's JELLYSTONE PARK Camp-Resort(s) ("Ancillary Operations") This designation does not pertain to the establishment or operation of campgrounds and resorts or related facilities and sites other than Camp-Resorts or related facilities and sites that utilize the Yogi Bear name and logo There is no exclusive right to the use of the Marks in any other fashion, to sell or distribute items bearing the Marks, whether or not those items may also be available for distribution at a Camp-Resort, to advertise, solicit business, or otherwise to promote a Yogi Bear's JELLYSTONE PARK Camp-Resort It is expressly understood and agreed that persons other than the Franchisee are free to utilize billboards, broadcast media, direct mail solicitation, tradeshow or call centers in a Franchisee's designated territory without violating such designation

LSI will not modify the Franchisee's designated territory described above during the term of the Franchise Agreement without the written permission of the Franchisee The designated territory will terminate upon termination or expiration of the Franchise Agreement Upon renewal of the Franchise Agreement, continuation of the designated territory will be conditioned upon Franchisee's satisfactory compliance with all of LSI's requirements and upon any changes in declining revenue resulting in a changing of the financial condition, declining assessment scores or other reasons deemed appropriate by LSI, population and other demographic conditions

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date and year first written above

LEISURE SYSTEMS, INC

Attest

By _____

By _____

Title _____
President/COO

Title

Attest

FRANCHISEE

By _____

By _____

By _____
8587243 1

By _____

EXHIBIT D-3

ADDENDUM B
(Refer to Article IV, Paragraph (a) of the Franchise Agreement)

DATE

BETWEEN (FRANCHISEE)

WHOSE ADDRESS IS

AND LEISURE SYSTEMS, INC

(FRANCHISOR)

Property Improvement Plan

THE FOLLOWING FACILITIES AND FEATURES ARE REQUIRED FOR A YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT THEY MUST BE DEVELOPED AND INSTALLED OR (IF PRE-EXISTING) MUST BE RENOVATED, AS INDICATED, BY THE COMPLETION DATE

COMPLETION DATE

I understand the importance of promoting the Yogi Bear image nationwide and in my marketplace and of developing our upgrading and maintaining my Camp-Resort as a quality member of the Yogi Bear Camp-Resort System

As part of my commitment, and as identified in the Franchise Agreement, I have agreed to the items identified above, and until these requirements are completed, I will prominently display on site, in any LSI approved advertising, signage or other promotional material, the identification "Under Construction/Conversion"

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date
and year first written above

Attest

By _____

Title _____

Attest

By _____

By _____

LEISURE SYSTEMS, INC

By _____

Title President/COO

FRANCHISEE

By _____

By _____

EXHIBIT D-4

ADDENDUM C
NOTICE OF EXISTENCE OF RIGHT OF FIRST REFUSAL

Name of Owner of Real Property

Principal Place of Business

Address of Real Property

Legal Description (See Addendum A)

The above-named record owner of real property hereby grants Leisure Systems, Inc , a Wisconsin corporation with a principal office at 50 West TechneCenter Drive, Suite G, Milford, Ohio 45150, a right of first refusal to purchase the above-identified real property (the "Property") in connection with a Franchise Agreement between the above-named record owner of the Property and Leisure Systems, Inc dated 14 December, 2015

By the terms of said Franchise Agreement, the record owner of the Property is required, and agrees, to deliver to Leisure Systems, Inc an exact copy of any offer received by the record owner to purchase any interest in the Property, after which Leisure Systems, Inc shall have a period of thirty (30) days within which to deliver to the record owner a notice of its intention to purchase the Property on the same terms and conditions as those contained in the offer. Any purported transfer of the Property by the record owner without complying with this right of first refusal or the related provisions of the Franchise Agreement shall be invalid and of no legal force and effect. The record owner of the Property acknowledges that the Property is unique and that Leisure Systems, Inc would be irreparably injured in a manner not compensable by monetary damages if the record owner of the Property fails to comply with the terms of this right of first refusal or the related provisions of the Franchise Agreement. In such event, Leisure Systems, Inc shall be entitled to a preliminary and permanent injunction against any purported transfer of the Property in violation of the right of first refusal or the related provisions of

the Franchise Agreement, all without the need to post bond or other security This instrument shall be governed by the internal substantive laws of the State of Ohio

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date and year first written above

LEISURE SYSTEMS, INC

Attest

By _____

By _____

Title _____

Title President/COO

Attest

FRANCHISEE

By _____

By _____

By _____

By _____

EXHIBIT D-5

ADDENDUM D
CONSENT TO PARTICIPATE IN NETWORK-WIDE PROMOTIONS

WHEREAS, from time to time Leisure Systems, Inc ("LSI") has the opportunity to become involved in promotions that, to be successful, require the participation of all or nearly all the members of the Yogi Bear's Jellystone Park Camp-Resort network (the "Network"), and

WHEREAS, the parties hereto agree that such Network-wide promotions provide benefits to all participants, and

WHEREAS, FRANCHISEE hereby agrees to participate in such Network-wide promotions, in accordance with the following provisions

- 1 FRANCHISEE will permit LSI to commit FRANCHISEE to participate in a maximum of three (3) Network-wide promotions per calendar year
- 2 Each of these promotions will be entirely funded by LSI and will require no out-of-pocket monetary contribution from FRANCHISEE
- 3 As a participating party, FRANCHISEE will agree to accept an "offer medium" (for example, a discount coupon, proof of purchase item etc) that in no event would, taken in the aggregate, have a value that exceeds 5% of your average gross monthly sales
- 4 Each promotion would be subject to certain limitations, including but not limited to
 - Not applicable with any other offer or discount
 - Based on availability
 - Offer medium" must be presented at the time of transaction
 - Offer valid at participating locations only, and,
 - Offer void where prohibited by law
- 5 Each Network-wide promotional program will be presented to the Yogi Advisory Council ("YAC") for approval prior to LSI's committal. A two-thirds (2/3) majority vote of the entire YAC committee would be needed to implement the promotion

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date and year first written above

LEISURE SYSTEMS, INC

Attest

By _____

By _____

Title _____

Title President/COO

Attest

FRANCHISEE

By _____

By _____

By _____

By _____

EXHIBIT E

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EXHIBIT F

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum amends and supplements the "Franchise Disclosure Document" issued by Leisure Systems, Inc

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

B Neither LSI, any person or franchise broker in Item 2 of the Franchise 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 A 78a et seq , suspending or expelling these persons from membership in this association or exchange

C California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control

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

E The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

F You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California

G The Franchise Agreement requires application of the laws of Ohio This provision may not be enforceable under California law

H Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your Franchise Agreement

I You must sign a general release of claims if you renew or transfer your franchise California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516) Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043)

J OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement ("Addendum") amends the Franchise Agreement ("Franchise Agreement") entered into between Leisure Systems, Inc ("LSI") and _____ ("FRANCHISEE") All terms capitalized herein and not otherwise defined shall have the meanings described to such terms in the Franchise Agreement

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

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J Article IV, Section (o) of the Franchise Agreement requires Franchisee to purchase certain Themed Elements In the event that Franchisor fails to perform its pre-opening

obligations within one year from the execution of the Franchise Agreement, including, without limitation, the initial training set forth in Article V, Section (c), Franchisee is entitled to return such Themed Elements to Franchisor and receive a full refund of any amounts previously paid for such Themed Elements

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, LSI and Franchisee have executed this Addendum as of the day and year first above written

_____, Franchisee

LEISURE SYSTEMS, INC

By _____
Name
Title

By _____
Name
Title

6856744 2

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 LSI offers to sell 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.

For New York residents, New York requires 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.

If LSI 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, DC 20580 and the state agency listed on Exhibit A.

The individual sellers for LSI are Robert E. Schutter, Jr., Dean H. Crawford, James A. Westover, Jr. and Kelly Jones with an address of 502 TechneCenter Drive, Suite D, Milford, Ohio 45150. Their telephone number is (513) 831-2100.

Issuance date: June 17, 2019 (please refer to the section titled "State Effective Dates" at the front of the Franchise Disclosure Document for specific state effective dates).

LSI authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated _____, 2019 that included the following Exhibits:

A	State Agencies/Agents for Service D-3 of Process		Addendum B – Facilities, Standards, Specifications
B	List of Franchises	D-4	Addendum C – Notice of Existence of Right of First Refusal
C	Financial Statements	D-5	Addendum D – Nationwide Promotion Agreement
D-1	Yogi Bear's Jellystone Park Franchise Agreement	E	Brand Standards Manual Table of Contents
D-2	Addendum A- Legal Description of Franchise Location Designated Territory Agreement	F	State Addenda (if applicable)

Date _____
(Do not leave blank)

Signature of Prospective Franchisee _____
Print Name _____

You may return the signed receipt either by signing, dating, and mailing it to LSI, or by faxing a copy of the signed and dated receipt to LSI at (513) 576-8670.

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 LSI offers to sell 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.

For New York residents, New York requires 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.

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- | | | | |
|-----|--|-----|--|
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(Do not leave blank)

Signature of Prospective Franchisee
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