

Dream
Vacations *Start Here*
A CRUISEONE COMPANY

CRUISEONE
Dream Vacations Start Here

**FRANCHISE
DISCLOSURE
DOCUMENT**



FRANCHISE DISCLOSURE DOCUMENT

CRUISEONE, INC.

(a Florida Corporation)

1201 W Cypress Creek Rd, Suite 100 Ft Lauderdale, Florida 33309-1955 (954) 958-3700

E-Mail Address franchise@cruiseone.com www.cruiseonefranchise.com

CruiseOne, Inc. offers franchises for establishing and operating businesses that sell cruises, vacation packages, and certain other travel-related products and services according to a proprietary System. These travel-sales businesses operate under the CruiseOne® and Dream Vacations Start Here™ service marks. In addition to these proprietary marks, the System includes standards, other proprietary marks and information, and a specially designed marketing program. The total investment necessary to begin operating a new franchise is \$11,800 to \$21,000. This includes \$10,500 that must be paid to the franchisor or affiliate. If you are an intermediate or experienced franchisee, the total investment necessary to begin operating a franchise is \$1,795 to \$13,695. This includes \$495 to \$3,195 that must be paid to the franchisor or affiliate.

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 CruiseOne, Inc. at 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, Florida 33309-1955 and 954-958-3700 or franchise@cruiseone.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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: April 1, 2022

How to Use This Franchise Disclosure Document

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

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

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

Certain states may require risks to be highlighted. Check the “State Specific Addenda” to see whether your state requires risks to be highlighted.

Additional Disclosures Required by Michigan Law

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) The term of the franchise is less than 5 years and

(ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all

lawful obligations.

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding the notice should be directed to the Michigan Office of Attorney General, Consumer Protection Division, the address of which is

Michigan Office of Attorney General
Consumer Protection Division
G. Mennen Williams Building
525 W. Ottawa Street
P.O. Box 30213
Lansing, MI 48909

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

To simplify the language in this disclosure document, "**CruiseOne**" means CruiseOne, Inc., the franchisor. "**We**," "**us**," and "**our**" also refer to CruiseOne, Inc. "**You**" and "**your**" mean the person who buys the franchise, the franchisee. If the purchaser of the franchise is a partnership, corporation, or other entity, "**you**" includes the franchisee's owners, who must join the Franchise Agreement, and who will be bound by its terms and will be jointly and severally liable for the franchisee's obligations with the franchisee and its other owners.

All initially capitalized terms appearing in this disclosure document have the meaning given them in the Franchise Agreement, attached as Exhibit A, unless otherwise specified.

Franchisor's Corporate Information

CruiseOne is a Florida corporation organized on July 16, 1992. It does business under the name **CruiseOne**. CruiseOne's principal business address is 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, Florida 33309-1955.

CruiseOne's agent for service of process is listed on the Acknowledgment of Receipt on the last page of this disclosure document.

Parents

Our parent company is World Travel Holdings, Inc. ("WTH"). WTH is a Delaware corporation with a principal office address of 100 Fordham Road, Building C, 2nd Floor, Wilmington, MA 01887. WTH owns a number of other travel service-related companies. None of the companies do business as **CruiseOne**, and none offer franchises for sale. WTH or its subsidiaries may in the future offer goods or services to CruiseOne franchises or offer cruise services to the general public that are similar to those that you offer. However, none of them currently do.

Affiliates

We do not have any affiliates that provide products or services to franchisees or that offer franchises in any line of business.

Predecessor

We do not have a predecessor.

Franchisor's Business and the Franchises Offered

Our only business is granting franchises to qualified franchisees and servicing those franchisees. We have sold franchises since 1992.

We offer franchises for establishing and operating businesses that sell cruises, vacation packages, and certain other travel-related products and services according to our proprietary System. This travel- sales business operates under the **CruiseOne®** and **Dream Vacations Start Here™** service marks. In addition to these proprietary marks, the System includes standards, other proprietary marks and information, and a specially designed marketing program. You will sell vacation packages in accordance with the terms and conditions established by the travel providers. Our business philosophy is to provide customers local, full-service cruise expertise backed by support available only through a national company. Because of our back office administrative and sales support and our affiliation with WTH, our franchisees can offer specialized cruise expertise and customer service. You may operate the Franchised Business only as a cruise and vacation-travel sales business. You may not operate the Franchised Business as a full-service ARC appointed travel agency or perform wholesale travel services or act as a consolidator.

The franchises granted under this document are generally virtual businesses using our training, marketing, and operations concepts and are primarily operated from franchisee's homes, but may be operated from an office, storefront, kiosk or other virtual place of business.

CruiseOne allocates its franchisees to one of three levels. Franchisees have different rights and obligations depending on the levels to which they are assigned. These differences are discussed in Items 5, 10, and 11.

General Market

The general market for a CruiseOne/Dream Vacations franchise is the entire community of leisure travelers. This includes the general public—individuals, couples, and families—as well as larger corporate, religious, social and other organizations and groups in the market for vacation cruises and related travel packages.

Competition

Your competitors include other independent travel agencies and in-house travel departments, including both general and cruise-only providers, and, more generally, other leisure vacation and entertainment providers. The travel industry is mature and highly competitive. Your competitive advantage in the marketplace will be based on your adherence to our standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on customer service.

Industry Regulations

You must comply with all federal, state, and local laws, and obtain all licenses and permits, applicable to your Franchised Business.

Some states have laws regulating certain sellers of travel. If the state where your Franchised

Business is located has any such law, we will obtain a “seller of travel” license for that state, under which you may operate. However, you must obtain and pay for any additional licenses, permits, and payments needed to lawfully operate the Franchised Business.

For example, in some states, you may be required to comply with individual seller of travel laws which may require you to pay a fee and register or become licensed under that state’s laws.

Your Franchised Business must also comply with laws and/or regulations that are not unique to the travel industry, but may apply to businesses more generally. You alone are responsible for investigating and complying with all applicable federal, state, and local laws and regulations. We strongly suggest that you consult with an attorney regarding applicable laws and regulations prior to purchasing a franchise from us. Laws and regulations are subject to change.

You must not procure or use your own Cruise line International Association (“**CLIA**”) and/or International Air Transportation Association (“**IATA**”) numbers for the Franchised Business. You must use our CLIA and IATA numbers.

Prior Business Experience

We have not ourselves conducted a business of the type to be operated by you. We began offering **CruiseOne** franchises in June 1992. We have never offered franchises in any other line of business.

ITEM 2. BUSINESS EXPERIENCE

Co-Chairman and Co-Chief Executive Officer: Bradley Tolkin

Bradley Tolkin has been our Co-Chairman and Co-Chief Executive Officer since July 2006. Mr. Tolkin is currently the Co-Chief Executive Officer and Co-Chairman of WTH, a position he has held since January 2005.

Co-Chairman and Co-Chief Executive Officer: Jeffrey Tolkin

Jeffrey Tolkin has been our Co-Chairman and Co-Chief Executive Officer since July 2006. Mr. Tolkin is currently the Co-Chief Executive Officer and Co-Chairman of WTH, a position he has held since January 2005.

Senior Vice President and Chief Operating Officer: Deborah M. Fiorino

Deborah M. Fiorino has been our Senior Vice President since March 2014. Ms. Fiorino has also served as the Chief Operating Officer Owned Brands since July 2019.

Vice President of Operations: Joelle Delva

Ms. Delva has been our Vice President of Operations since June 2002.

Vice President of Information Technology: Sandra Szalay

Ms. Szalay has been our Vice President of Information Technology since November 2003.

Senior Vice President/General Manager: Drew Daly

Mr. Daly has been our Senior Vice President/General Manager since August 2014 at our offices in Ft. Lauderdale, Florida. From August 2014 until November 2019, this position was referred to as “General Manager of Network Engagement & Performance”. As Senior Vice President/General Manager (and previously as General Manager of Network Engagement & Performance) Mr. Daly oversees all travel advisor-facing functions of both business models, including Marketing, Training, Support Services, Recruitment Sales and Business Development. From September 2009 until August 2014, Mr. Daly was our Vice President of Sales Performance. From August 2009 through August 2014, he was responsible for Business Development and Training.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

When you sign your Franchise Agreement, you must pay us the Initial Franchise Fee described below. The amount of the Initial Franchise Fee depends on whether we designate you a new, intermediate or experienced franchisee. Your level is designated on Schedule 1.1. of your Franchise Agreement. The Initial Franchise Fee and other fees you will pay us under the Franchise Agreement are nonrefundable.

- If you are a new franchisee, your Initial Franchise Fee is \$10,500.
- If you are an intermediate franchisee, your Initial Franchise Fee is \$3,195.
- If you are an experienced franchisee, your Initial Franchise Fee is \$495.

If you are a new franchisee who has served or is serving in any branch of the United States military and can provide satisfactory proof of service, you may qualify for a 30% Initial Franchise Fee discount. If you are a new franchisee, you may qualify for a 10% Initial Franchise Fee discount under our Diversity Fran initiative. We respect and value not only differences related to race, gender, ethnicity, religion, disability and sexual orientation, but also diversity of viewpoint, experience, talents and ideas. If you are a new franchisee who is a first responder, teacher, healthcare worker, and exemplary community volunteer who dedicate your life helping others and bringing forward your community, and are able to provide adequate validation, you may qualify for a 20% Initial Franchise Fee discount under our Community Heroes discount.

The level to which you are assigned is based on your prior experience in the travel industry. Your experience in the travel industry includes records of your total commissionable departed revenues from the twelve months leading up to the submission of your franchise application, if applicable.

- New franchisees need no prior experience in the cruise industry or if they have experience, have less than \$50,000 annual commissionable departed revenues (which need not be verified).
- Intermediate franchisees must have verifiable annual commissionable departed revenues of \$50,000 to \$99,999 and have a current CLIA or IATAN card.
- Experienced franchisees must have verifiable annual commissionable departed revenues of \$100,000 or more and have a current CLIA or IATAN card.

We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay \$3,500 toward the Initial Franchise Fee, and enter into a promissory note for the balance, when you sign the Franchise Agreement. If you are an entity and not an individual, your owners must personally guaranty the note. The note and guaranty are described in Item 10.

We may periodically offer rebates of our Initial Franchise Fee. If we do, they may be based on meeting certain performance goals during an initial period of operations, or other criteria we deem appropriate. We also reserve the right to periodically offer discounts or reductions of the Initial Franchise Fee. Such discounts may be offered uniformly to all new franchisees, or may be offered based on the qualifications and experience of particular candidates. Initial Franchise Fee is deemed fully earned and non-refundable upon payment and, except as set forth above, uniformly imposed.

All replacement Managers and all sales associates must satisfactorily complete Mandatory Initial Training, for which you must pay us our training fee, which is currently \$495. This training may be provided by way of the Internet. These training fees are imposed uniformly, are nonrefundable, and must be paid ahead of training.

ITEM 6. OTHER FEES

OTHER FEES ^{1, 2, 3}			
TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee ⁴	The Royalty Fee is equal to 1.5% -3.0% of your Annual Commissionable Sales ⁵ and is calculated for each Annual Commissionable Sale based on the commission paid by the applicable travel provider. See footnote 4.	When we receive payment from cruise line and travel providers, we deduct this fee from your commission	You pay us a continuing non-refundable royalty (the " Royalty Fee ") on Annual Commissionable Sales. We automatically deduct the Royalty Fee from payments we receive from travel providers as a result of your bookings.

Travel Insurance Royalty Fee	3% of all Annual Commissionable Sales relating to travel insurance, (the " <u>Travel Insurance Revenues</u> ").	When we receive payment from insurer, we deduct this fee from your commission	<p>You also pay us a royalty on travel insurance (the "<u>Insurance Royalty Fee</u>") you sell. Please note that we do continue to collect the Insurance Royalty Fee, even if you are eligible for and have achieved an Annual Royalty Fee Incentive for other Annual Commissionable Sales.</p> <p>We may increase the Insurance Royalty Fee to reflect changes in our commission arrangements with insurance providers.</p>
Transfer Fee	\$3,500	Before we consent	<p>Among other conditions, you must pay us this amount for any proposed transfer. For a third party transfer to an existing franchisee, we may reduce the Transfer Fee to the amount of our legal, administrative, and other costs in reviewing and approving the transfer.</p>
Errors and Omissions Insurance	\$150	Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter.	You must pay us an annual fee of \$150 per person. This applies for yourself, your co-owners who work in the business (if any), your general manager, and each sales associate. It is subject to change based on costs to us, changes in risks, and other factors we deem appropriate.
Liquidated Damages ⁶	See footnote 6.	Upon termination of your Franchise Agreement	If we terminate your Franchise Agreement for cause, you must pay us this lump-sum payment. We may elect not to collect this payment in cases of hardship, as deemed appropriate by us in our sole discretion.
Indemnification	Amount of damages and expenses we incur	On demand	You must indemnify us for all damages and expenses we incur from third-party claims relating to your ownership or operation of the Franchised Business.
Enforcement Costs	Amount of reasonable attorneys' fees, court costs and all expenses incurred in connection with the action or proceeding	On demand	If any legal action, or other proceeding (other than mediation conducted according to the Franchise Agreement) is instituted for the enforcement of the Franchise Agreement or to resolve any other Dispute, the successful or prevailing party or parties is entitled to recover these amounts.

¹ Unless provided otherwise, all fees in this table are paid to us, nonrefundable, and uniformly imposed.

² We collect all commissions paid by travel and other suppliers arising from your sales and remit them to you, less any amounts you owe us under or in connection with the Franchise Agreement (including Royalty Fees). We will remit these commissions weekly by direct deposit, but reserve the right to pay these commissions bi-weekly, as we

may determine from time-to-time and set forth in the Operation Standards Manual. We have the exclusive right to collect all commissions. You have no right to collect or otherwise receive commissions directly from the travel supplier or other supplier paying them.

³ We may require you to pay us any Due Amount by any of the following methods (the "**Payment System**"):

- by deducting an amount equal to the Due Amount from the amount of any commissions paid to us by travel suppliers and other suppliers arising from the Franchisee's sales;
- by charging your Credit Card
- by using a payment system using preauthorized transfers from your operating account through the use of special checks, or electronic fund transfers, or through the use of any other payment system designated by us; or
- by cash payable on the date stated in the invoice demanding payment of the Due Amount.

We may offset any Due Amount against any amount we may owe you under or in connection with the Franchise Agreement. You must create and maintain a valid credit card account to be used exclusively for operating the Franchised Business and paying Due Amounts to us (the "**Designated Credit Card Account**"). You authorize us to charge all Due Amounts to the Designated Credit Card Account. You may not use the Designated Credit Card Account for any purpose, other than for those purposes.

⁴ We will collect a continuing, non-refundable Royalty Fee on each Annual Commissionable Sale, calculated as follows:

- i. 1.5% of Annual Commissionable Sales upon which CruiseOne receives a commission of 4.9% or less;
- ii. 2% of Annual Commissionable Sales upon which CruiseOne receives a commission of 5% to 9.99%; and
- iii. 3% of Annual Commissionable Sales upon which CruiseOne receives a commission of 10% and greater.⁵

If you achieve certain gross commissionable sales targets during a period designated by us, we may grant you a limited and conditional reduction to the Royalty Fee described above. The amount and nature of any reduction may vary based on the sales target we prescribe, your experience and qualifications, and any previous form of franchise or independent contractor agreement you signed with us.

⁵ "**Annual Commissionable Sales**" means the total commissionable sales price booked for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non-commissionable line items (including taxes or port charges). We may adjust your Annual Commissionable Sales to account for passenger refunds and cancellations. "**Contract Year**" means each one-year period ending on the anniversary of the Effective Date. Commissions for non-cruise goods and services (including travel services and charter and incentive programs) are established at varying rates depending upon the product or service. We publish your commission rates for those goods and services, and the Royalty Fee received on those items promptly after being notified of such rates by the supplier.

⁶ If we terminate your Franchise Agreement for cause, you must make a one-time payment to us equal to the sum of:

- a. the product of (i) the Service Fee in effect as of the date of termination times (ii) the lesser of (1) the number of full months remaining in the Term had it naturally expired and not been terminated or (2) 12. If the Service Fee is not yet in effect as of the date of termination, the Service Fee shall be \$150 per month for the purpose of calculating this payment; plus
- b. the total of all Royalty Fees for the following applicable period:
 - i. If, as of the date of termination, your Franchised Business has been operating for 12 months or more and there are more than 12 months remaining in the Term had it naturally expired and not been terminated, the 12-calendar months of operating your Franchised Business before your default;
 - ii. If, as of the date of termination, your Franchised Business has been operating for 12 months or more and there are less than 12 months remaining in the Term had it naturally expired and not been terminated (the number of remaining months, the "Remaining Months"), the period of months (and any portion of months) your Franchised

Business has been operating before your default equal to the number of Remaining Months; or

iii. If, as of the date of termination, your Franchised Business has been operating for less than 12 months, the period of time your Franchised Business has been operating before the default, projected on a 12-calendar-month basis.

⁷ You may incur the following fees, if applicable, while operating your Franchised Business:

- (i) The Administrative Service Fee (the "Service Fee") is determined by the total Departed Commissionable Sales (described in Section 3.1.c of the Franchise Agreement). The Service Fee currently ranges from \$25 to \$150 per month and includes full access to all technology services. It is payable beginning on the 1st day of the 4th calendar month following your training, but in no event more than 150 days following the Effective Date of your Franchise Agreement.
- (ii) In the event that (a) your customer's check is returned for insufficient funds, (b) your customer fails to pay any credit card charge, or (c) we attempt to use the Designated Credit Card Account to pay ourselves any Overdue Amount and the credit card processor declines payment for any reason, including an insufficient credit line or the expiration or invalidity of the credit card, you will be required to pay us a fee equal to \$29 plus (y) a fee equal to (1) the charges imposed on us by our bank in connection with a returned check, if applicable, or (2) any fee charged to us as a result of your customers' unpaid balances.
- (iii) Sales associates and replacement Managers will be required to complete the Mandatory Initial Training, and you must pay costs of their attendance, including our training fee (currently \$495/person) as well as travel, lodging, and meal expenses.
- (iv) If you wish to relocate your Contact Location outside the five-digit postal code of the original Contact Location. You must submit your relocation request to us in writing, along with a \$149 relocation fee. If we do not consent to your relocation, we will refund this fee.
- (v) We assess a late payment penalty of \$25 for each and every late payment.
- (vi) You must pay us \$100 per year for each person who works for the Franchised Business in any capacity, other than as its owner.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT ^{1, 2}				
TYPE OF EXPENDITURE	AMOUNT LOW-HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee	\$10,500 (for a new franchisee)	Lump sum ³	At signing of Franchise Agreement	CruiseOne
Training expenses ⁴	\$200 - \$250	As incurred	As incurred	Airlines & Restaurants

Additional Signatories/ Associates Training and Travel ⁵	\$0 - \$645	Lump sum	Upon signing the Franchise Agreement (or if not already paid 30 days before scheduled training)	CruiseOne, Airlines, Hotels, & Restaurants
Office Equipment and Furniture	\$0 - \$1,500	As incurred	As incurred	Vendors
Initial Office Supplies ⁶	\$50 - \$300	As incurred	As incurred	Vendors
Computer Hardware/Software Equipment ⁷	\$0 - \$2,500	As incurred	You must have this equipment before you open for business	Vendors
Insurance, Legal, and Accounting ⁸	\$150 - \$1,000	As incurred	As incurred	CruiseOne & Vendors
Permits, Franchises, Bonds, & Memberships ⁹	\$150 - \$500	As incurred	As incurred	Professional Organizations and Governmental Authorities
Initial Promotion and Advertising ¹⁰	\$250 - \$1,200	Approximately \$400 - \$800/mo. (for 3 mo)	As incurred	Vendors
Criminal and Civil Background Check	\$0 - \$30	As incurred	As incurred	Investigative firm we designate
Additional Funds (3- month initial phase for full-time franchisees) ¹¹	\$500 - \$2,500	As incurred	As incurred	Vendors
Financing Application Fee	\$0 - \$75	Lump sum	Upon applying for financing	CruiseOne
Total	\$11,800 — \$21,000			

¹ Except as set forth in this disclosure document, all fees payable to us are uniform and nonrefundable. Whether fees payable to third parties are refundable is a matter you will have to discuss and negotiate with them.

² The Franchised Business is usually operated from the franchisee's home. Accordingly, if you work from home, you will not incur rent charges or related expenses.

³ We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay us \$3,500 toward the Initial Franchise Fee, and issue a promissory note for the balance when you sign the Franchise Agreement, and the owners of the Franchised Business must guaranty the note. The amount listed is for a new franchisee; however, if you are an experienced franchisee, you will pay a reduced Initial Franchise Fee of \$495. If you are an intermediate franchisee, you will pay a reduced Initial Franchise Fee of \$3,195.

⁴ This is training for New and Intermediate Franchisees.

⁵ You are responsible for all lodging, food costs and travel expenses for additional individuals attending initial training. These expenses include a \$495 training fee per additional person, plus approximately \$550 for food and travel expenses, per additional person.

⁶ You will need office supplies, including stationery, business cards, forms, and other items.

⁷ You must have the computer system described in Items 8 and 11 of this disclosure document. The expenses listed above will be required only if you do not already have the required computer hardware, software, and related equipment.

⁸ You must maintain professional liability insurance coverage (Errors and Omissions insurance) for yourself, your co-owners who work for the Franchised Business (if any), your general manager, and each sales associate. You must obtain and maintain this type of coverage through CruiseOne for an annual charge of \$150 per person (subject to change).

⁹ As our franchisee, you will automatically become an associated member in professional organizations, including the Cruise Line International Association. You must obtain whatever permits and bonds are required under local or state law.

¹⁰ The amount of advertising and promotion you spend is discretionary. Advertising expenses may vary significantly in different regions and media markets. Therefore, your advertising and promotional expenses may be greater than our estimate.

¹¹ This is an estimate of only the range of expenses for your initial start-up phase, which is estimated to be three months from when you begin operating the franchised business. The additional funds you will need to operate during this phase do not include any salary or allowance for an owner's draw; any royalty fees, advertising contributions, or any other amounts you must pay us. These figures are estimates and we cannot guaranty that you will not have additional expenses starting the business. The actual amount of additional funds you will need during the initial phase of operating will depend on factors such as: the size and location of your franchised business, how much you follow our methods and procedures; your management skill, experience, and business acumen; and other factors. The estimates are of your expenses only and do not reflect any offsetting sales revenue you may earn from operations to pay those expenses.

To compile these estimates, we relied on information provided to us by our franchisees and our general review of the types of expenses franchisees are likely to incur. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Except as expressly provided in Items 5 and 10, CruiseOne does not offer direct or indirect financing for any items. Any fees you pay to CruiseOne are non-refundable, including the Initial Franchise Fee.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General Sourcing and Specification Requirements

To the extent CruiseOne may periodically require, you must purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers—and in accordance with specifications—that we authorize in writing. Other than as described below in this Item 8, we do not currently require you to purchase or lease equipment, supplies, inventory, advertising materials, or any other products and services used to operate your Franchised Business from suppliers that we authorize. We estimate that required purchases or leases will be 1% to 10% of your costs to establish and operate your Franchised Business. We may revoke any authorization, at any time, in writing. We may approve a single supplier for any brand and may approve a supplier only for a certain brand or brands. We may designate ourselves or an affiliate as an exclusive or nonexclusive supplier of any goods or services used in connection with operating the Franchised Business. We have no obligation to entertain franchisee requests to use alternative suppliers or specifications.

Specific Sourcing and Specification Requirements

Intranet and Reservation System

You must use our intranet site (the “**intranet BusinessCenter**”) and online software and applications for operating the Franchised Business (including “**MyCruiseControl reservation system**” the CruiseOne reservations system).

You must use our **MyCruiseControl reservation system** and other designated proprietary software available on the **intranet BusinessCenter** for processing all travel booked by the Franchisee.

Bookings and Collections

We process and record all your booking orders in the manner described in the Operations Standards Manual. We process travel booking orders only at the travel supplier’s published price or list price under our then current payment and collection terms. We need not process orders for travel bookings that have been discontinued by the travel supplier. All orders are subject to our acceptance.

We collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us under or in connection with the Franchise Agreement (including Royalty Fees). We will remit these commissions weekly by direct deposit, but reserve the right to pay these commissions bi-weekly, as we may determine from time-to-time and set forth in the Operation Standards Manual. We have the exclusive right to collect commissions. You may not collect or otherwise receive commissions directly from the travel

supplier or other supplier paying them.

General Inventory and Equipment Requirements

You must at all times maintain in sufficient supply (as prescribed in the Operations Standards Manual), and use at all times, only inventory, equipment, materials, advertising methods and formats, and supplies that conform to our standards and specifications, if any, for those items, at all times sufficient to meet the anticipated volume of business.

Computer System

Before opening the Franchised Business, you must acquire the Computer System. The **“Computer System”** includes the computers and other computer hardware, software, and peripherals and related services (including high-speed Internet service and dedicated telephone lines) that you must purchase, install, and use in accordance with the Operations Standards Manual.

Insurance

You must obtain and maintain the types of insurance, in the amounts and from the carriers that we specify. This insurance is in addition to any other insurance that may be required by applicable law, your landlord, or otherwise.

At a minimum, you must obtain and maintain errors and omissions insurance in the amount of at least \$1 million in the aggregate, naming CruiseOne as additional insured, and protecting and indemnifying you, your co-workers who work in the business (if any), your Manager and each sales associates, and us against any damages to person or property. You are currently required to purchase this errors and omissions insurance through us.

We may adjust the amounts of coverage required under your insurance policies and require different or additional kinds of insurance, including excess liability insurance, at any time. We may periodically offer you the option, or impose an obligation, for you to be included as additional insured on our (or our affiliate's) insurance policies. If you acquire insurance through us or our affiliates, you shall pay us for the costs and expenses we incur, including, if applicable, an administrative fee. This insurance coverage may be for amounts less than that which we may require you to carry if you were to purchase it on your own. We currently require you to obtain and maintain errors and omissions coverage through us. This allows you to be added to our or our affiliate's insurance policy. Beginning on the first anniversary of the Effective Date, and continuing each year thereafter for so long as you are required to pay us a fee to be added to our affiliate's insurance policy, you must pay us our then-current annual fee calculated on a per person basis, for yourself, your co-owners who work in the business (if any), your general manager, and each sales associate. Currently, the cost per person is \$150, however this amount is subject to change based on costs to us, changes in risks, and other factors we deem appropriate.

Revenues Derived from Required Purchases and Leases

In the year ending December 31, 2021, we did not derive any revenues or other benefits from required purchases or leases, but we reserve the right to derive revenue from required franchisee purchases in any manner we determine.

Supplier Rebates

We do not currently receive rebates or discounts as a result of franchisee purchases, but we reserve the right to receive such rebates and discounts in the future.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperatives exist, but we reserve the right to establish a cooperative in the future. We do not currently negotiate purchase arrangements or price terms with suppliers.

Material Benefits for Use of Approved Sources

We do not provide material benefits to you based upon your use of designated or approved sources.

Travel Providers and Other Authorized Suppliers

You may only offer and sell bookings for travel suppliers that we designate. We provide you with a list of travel suppliers with whom we have negotiated preferred commissions and marketing support for our franchisees. You may only offer and sell goods and services from suppliers that we have authorized in writing.

We also provide you with a list of recommended travel suppliers from whom we receive preferred commissions and marketing support. We do not currently receive any such commissions or marketing support as a result of your required purchases. Our CEO, Bradley Tolkin, owns an interest in some of these travel suppliers, namely Villas and RFAD. Otherwise, none of our officers own an interest in any of your suppliers.

CLIA AND IATAN Numbers

You must use our CLIA and IATAN numbers to operate the Franchised Business and must not procure or use your own numbers for the Franchised Business.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement 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.

FRANCHISEE'S OBLIGATIONS		
OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Not Applicable	Items 8, 11, and 12
b. Pre-opening purchases/leases	Section 4.1	Items 7, 8, and 11
c. Site development and other preopening requirements	Section 4.1 and 4.3	Items 5, 6, 7, 8, and 11
d. Initial and ongoing training	Sections 2.1 and 2.3	Item 11
e. Opening	Sections 4.1, 4.10, and 17.1	Items 7 and 11
f. Fees	Article 3	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Standards Manual	Article 6	Items 8, 11, and 16
h. Trademarks and proprietary information	Article 5	Items 13 and 14
i. Restrictions on products/services offered	Section 4.2	Item 16
j. Warranty and customer service requirements	Section 4.2	Item 16
k. Territorial development and sales quotas	Not Applicable	Item 12
l. Ongoing product/service purchases	Section 4.2	Items 6 and 8
m. Maintenance, appearance and remodeling	Not Applicable	Not Applicable
n. Insurance	Article 9	Items 6, 7, and 8
o. Advertising	Sections 3.1, 7.1, and 7.2	Items 6, 7, and 11
p. Indemnification	Section 14.2	Item 6
q. Owner's participation/management/staffing	Section 4.5	Item 15

r. Records/reports	Section 8.1	Not Applicable
s. Inspections/audits	Section 8.2	Item 6
t. Transfer	Section 10.2	Items 6 and 17
u. Renewal	Section 16	Items 6 and 17
v. Post-termination obligations	Article 12	Item 17
w. Non-competition covenants	Section 13.1	Item 17
x. Dispute resolution	Sections 18.8 and 18.9	Item 17

ITEM 10. FINANCING

We may finance the Initial Franchise Fee for qualified new franchisees. If you qualify, you must pay us a non-refundable application fee of \$75, an annual errors and omissions fee of \$150, and \$3,500 toward the Initial Franchise Fee. You must also issue a promissory note in the form attached to the Franchise Agreement as Exhibit 3.1.a (the "Note") for the balance when you sign the Franchise Agreement. If the franchisee is not an individual, its owners must personally guaranty the Note and sign a guaranty in the form attached to the Franchise Agreement as Exhibit 3.1.a. (the "Guaranty"). The Note is payable in 24 equal monthly installments. We may require you to pay amounts due under the Note by electronic funds transfer or by authorizing us to debit your credit card or bank account, or by any other Payment System. If we do so require, you must promptly take any actions and execute any documents that may be necessary to implement the required manner of payment and otherwise make or authorize such payments in the manner we direct. We reserve the right to offset any delinquent balance on the Note with payments owed to you under the Franchise Agreement.

SUMMARY OF FINANCING OFFERED									
ITEM FINANCED BY CRUISEONE	AMOUNT FINANCED	DOWN PAYMENT	TERM (YEARS)	APR %	MONTHLY PAYMENT	PREPAY-MENT PENALTY	SECURITY REQUIRED- PERSONAL GUARANTY	LIABILITY UPON DEFAULT	LOSS OF LEGAL RIGHTS UPON DEFAULT
Initial Franchise Fee	Up to \$7,300	\$3,500	24 months	Prime Rate ¹ plus 6%	\$334.34 ²	None	Personal Guaranty	Acceleration of all unpaid amounts due under the Note and termination of Franchise Agreement, payment of attorney fees and court costs incurred in collecting the debt	Waive notice, right to jury trial, loss of many defenses

¹ "Prime Rate" is the "Prime Rate" reported in the "Money Rates" section of the *Wall Street Journal* (or any

comparable interest index we may select) on the date of the Note.

² This monthly amount is based on a Prime Rate equal to 3.25% per year (which was the Prime Rate on April 15, 2021). Because the Prime Rate may change every day, and may not be the Prime Rate when you enter your Franchise Agreement, your monthly payment may differ.

It is not our practice or current intent to sell, assign, or discount to a third party all or a part of the financing arrangement.

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

FRANCHISOR ASSISTANCE

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

Pre-Opening Assistance

Before you open your business, we will:

- provide you with Mandatory Initial Training (Franchise Agreement, Section 2.1); and
- loan you one copy of the Operations Standards Manual (with periodic revisions as required) (Franchise Agreement, Section 2.1). Our customary practice is to provide the Operations Standards Manual to you at or shortly before Mandatory Initial Training. The table of contents of the present Operations Standards Manual is attached to this disclosure document as Exhibit B. The Operations Standards Manual will be in an electronic format, such as PDF, which CruiseOne may provide Franchisee via e-mail or any other electronic means.

Post-Opening Assistance

During the operation of the franchised business, we:

- may provide continuing advisory assistance in the operation and promotion of the Franchised Business; this assistance may include communicating new developments, improvements in equipment and supplies, and new techniques in advertising, service, and management relevant to operating the Franchised Business (Franchise Agreement, Section 2.3);
- may provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location that we designate) (Franchise Agreement, Section 2.3);
- process and record all your booking orders in the manner described in the Operations Standards Manual (Franchise Agreement, Section 2.4);
- collect all commissions paid by travel suppliers and other suppliers arising from your sales and remit them to you, less any amounts you owe us (Franchise Agreement, Section 2.5);
- permit you to access our **intranet BusinessCenter** and use our online software and

applications for operating the Franchised Business (including **MyCruiseControl reservation system** the CruiseOne reservation system) (Franchise Agreement, Section 2.6);

- permit you to use the **MyCruiseControl reservation system** and other designated proprietary software available on the **intranet BusinessCenter** for processing all your travel bookings (Section 2.6);
- maintain a facsimile "hotline" via electronic or any other electronic means, for informational assistance (Franchise Agreement, Section 2.4);
- promote the CruiseOne system through advertising and public relations campaigns (Franchise Agreement Section 2.3), to the extent and in the manners we determine in our discretion;
- provide advice on local advertising (Franchise Agreement Section 2.3); and
- provide you with promotional methods, programs and materials that we may develop in the future, to the extent we determine in our discretion. Unless expressly required by us, participation is optional, and we may also charge fees for special services associated with these promotional methods, programs and materials (Franchise Agreement, Section 2).

SITE FOR YOUR FRANCHISED BUSINESS

You are solely responsible for selecting the site for the location of your Franchised Business prior to signing your Franchise Agreement. We approve your site when we approve your franchise application. There is no specific time limit in which this approval has to be completed. However, we typically complete our review of your site and the other elements of your application, and award or decline to award you a franchise, within three to five days after we receive your completed application and all supporting documentation. By approving your application we do not represent or promise that your Franchised Business will succeed at that site. Approval of the site only indicates our willingness for you to represent the System at that site. In evaluating a proposed site, we consider such factors as the site's proximity to competitors and other potential sources of customers, the comparative advantages of a particular market, and other factors we determine to be relevant.

ADVERTISING

Advertising Approval and Restrictions

You must submit all materials (irrespective of the medium) that you want to use for advertising, promotions, or marketing ("**Advertising Materials**") to us for our prior written approval, unless they have already been approved or consist solely of materials provided by us. If, within 10 days of the date we receive such submitted materials, you do not receive our written approval, they are considered disapproved. If, in our judgment, any Advertising Materials may injure or harm the System, we may require you to withdraw or discontinue their use, even if previously approved (Franchise Agreement, Section 7.1).

We require you to only advertise your franchised business within the United States and to United

States residents. This includes any online advertising that may have a global reach.

You may not use any Advertising Materials until we deliver written notice to you that the Opening Conditions in the Franchise Agreement have been satisfied to our satisfaction. (Franchise Agreement, Section 7.1)

All Advertising Materials (including, if applicable, phone listings, online listings, social media accounts, newspaper, direct-mail advertisements, and business cards) must contain your **CruiseOne®** assumed-business-name, the city, state, as well as any other information required by the Operations Standards Manual. If the Contact Location is the Franchise Owner's personal address, you need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address. Post-office boxes are not permissible (Franchise Agreement, Section 7.1).

Internet Restrictions

You may advertise on the Internet as CruiseOne or Dream Vacations only if you strictly comply with the Operations Standards Manual provisions governing those activities. You may purchase vanity domain names in accordance with the Operations Standards Manual, however, you may not register domain names containing CruiseOne, Dream Vacations, or any variation of those names. With respect to any aspect of the System or the Franchised Business (including the use of the Proprietary Marks), we retain the sole right to advertise on the Internet, create or operate a Web site or sites, and use CruiseOne and Dream Vacations as part of any domain name. We exclusively own all rights in those domain names and any other domain names that we designate in the Operations Standards Manual. You may operate a CruiseOne or Dream Vacations social-media page in accordance with our social media policy and guidelines contained in the Operations Standards Manual. You may not maintain or operate an independent website or independent social-media page (such as a blog) that directly or indirectly promotes the Franchised Business without our prior approval. You may advertise in the form of Search Engine Marketing using your CruiseOne or Dream Vacations website. You may not bid on any search term that includes either CruiseOne or Dream Vacations. Further information on our Internet policies is contained in the Operations Standards Manual. (Franchise Agreement, Section 7.2)

CruiseOne Advertising Programs

From time-to-time, we may develop marketing programs for franchise participation. For example, in March 2020, we hosted an in-person Cruise and Travel Show in Charleston, South Carolina, where attendees learned about and had the opportunity to book vacations. Specifically for that event, we promoted the trade show via TV, radio, and print advertising broadcasted in the Charleston area. We do not plan to have in-person events or regional advertising in 2022.

Other than described above for 2020, we currently do not have a national marketing fund or advertising program or any regional advertising cooperatives. We do not have a specific council

for advertising matters, but we have a general franchisee advisory council that exists in an advisory capacity only.

COMPUTERS

Before opening the Franchised Business, you must acquire the Computer System specified in the Operations Standards Manual (Franchise Agreement, Section 4.3). The Computer System includes the computers and computer hardware, software, and peripherals and related services (including high-speed internet service and dedicated telephone lines) that you must purchase, install, and use in accordance with the Operations Standards Manual (Franchise Agreement, Section 17.1).

At our request, you must assist us in bringing your Computer System into compliance with the Operations Standard Manual. We have the free and unfettered right to independently access, retrieve, and copy any data and information relating to your Franchised Business from any software or applications we require you to use in connection with your Computer System (Franchise Agreement, Section 4.3).

We may require you to modify or upgrade the Computer System or replace the entire Computer System with a compatible system capable of assuming and discharging all the computer-related tasks and functions that we specify. To ensure full operational efficiency and communication capability between our computers and those of all the Franchised Business, you must, at your expense, keep the Computer System in good maintenance and repair (Franchise Agreement, Section 4.3).

You will use the Computer System for the following functions:

- using the **MyCruiseControl reservation system** and other designated CruiseOne software to book and process all travel bookings including third-party related products such as travel insurance. (Franchise Agreement, Section 4.3); and
- accessing our **intranet BusinessCenter** and using our online software and applications for operating the Franchised Business (including the **MyCruiseControl reservation system**) (Franchise Agreement, Section 4.3).

If you breach any of the requirements relating to the Computer System and fail to cure that breach within two days of notice from us, we may immediately suspend your right to access **MyCruiseControl reservation system** and/or our **intranet BusinessCenter** until the breach is cured to our satisfaction.

You will access our Web-based applications using your own local ISP providers. We will provide you with security based log-ins to access our **intranet BusinessCenter** and cruise booking applications. You will access our **intranet BusinessCenter** for cruise selling information offered by us and member networks. Our cruise booking applications will secure your clients' booking and commission information.

To operate CruiseOne software, you must have and maintain a computer with the minimum requirements of hardware and operating programs in the Operations Manual. All the hardware and software must comply with our standards and must be updated, upgraded, and replaced as we may periodically direct. We are not obligated to provide ongoing maintenance, repairs, upgrades or updates for any of your hardware or software. The frequency and cost of the foregoing obligation is not limited.

Our current minimum hardware and software requirements are: Microsoft Windows-based desktop, laptop, tablet, high-speed internet Access, Microsoft Office (which includes Word, Excel and Outlook), Antivirus program, such as Norton Anti-Virus or McAfee, and Microsoft Internet Explorer (IE). We also require a SMS/Text messaging device for 2-Factor security authentication. If you do not already have the appropriate computer, the cost of this equipment is between \$299 and \$1,999. Concerning the software you must acquire from 3rd parties, we estimate the annual updating and upgrading expenses will not exceed \$500.

You must acquire a high-speed internet connection to access our franchise applications. Any online services that do not have high speed Internet access capability may not be compatible with our communications system. You will need working knowledge of Microsoft Windows, Word, Excel and Outlook as well as familiarity with e-mail and direct Internet browsing.

All of our franchisees are provided a Cruiseone.com email account and are required to conduct all business communications through this email address using the webmail interface or Microsoft Outlook. You may also access your Cruiseone.com email address using your smartphone.

You must use CruiseOne software, a specific type of software for processing cruise bookings with us. We will provide you with access to this on-line software. With this software, you and CruiseOne exchange information via our private **intranet BusinessCenter**. Log-in authentication will allow you to access and retrieve client and booking information. Although we upgrade and maintain the on-line software, we are not obligated to do so.

OPENING

Time between Signing the Franchise Agreement and Opening the Franchised Business

The typical length of time between your signing of the Franchise Agreement and the opening of your business is expected to be 90 days for a new or intermediate franchisee, and 30 days if you are an experienced franchisee. In any event, you must be prepared to open for business not later than 90 days after you sign your Franchise Agreement. Factors that may affect this typical time period include your ability to negotiate and obtain financing, install equipment and fixtures, and schedule and complete training.

TRAINING PROGRAM

We will provide you with the following initial training, which is mandatory and must be attended and completed to our satisfaction by your Manager no later than 90 days after the Effective Date of your Franchise Agreement ("**Mandatory Initial Training**") (Franchise Agreement, Section 2.1):

- If you are a New or Intermediate Franchisee, we will provide the following Mandatory Initial Training:

We will provide six days of Mandatory Initial Training for the Manager at our training facilities in Broward County, Florida or 3 days via live virtual training. Mandatory Initial Training will be provided not later than approximately 60 days after the Effective Date. We provide instructors, facilities, training materials, and technical training tools for Mandatory Initial Training. There is no training fee for the Manager, but any additional personnel will be charged our training fee, which is currently \$495 per person. If the Mandatory Initial Training is at our training facilities, we also provide the Manager with a private hotel room during Mandatory Initial Training, provided the manager has completed the online required pre-training prior to the start date of the training class, with a transportation credit not exceeding \$500 to reimburse for transportation expenditures paid to transport the Manager to Mandatory Initial Training. Except as just provided, you are responsible for all other expenses incurred to have the Manager attend Mandatory Initial Training (including meal and entertainment expenses) (Franchise Agreement, Section 2.1).

- If you are an Experienced Franchisee, Mandatory Initial Training includes only online training for its Manager. This training is accessible on our **Learning Management System (the Learning Center)** at any time after you enter the Franchise Agreement. Alternatively, if the Franchisee is an Experienced Franchisee, we may require you to attend the Mandatory Initial Training program described in the previous paragraph; but, in such event, you are not entitled to a \$500 transportation credit or a private hotel room provided by us, and you alone are responsible for all expenses incurred in connection with the Manager's attendance to have the Manager attend Mandatory Initial Training (including travel, meal, lodging, and entertainment expenses) (Franchise Agreement, Section 2.1).

Failure to Complete Mandatory Initial Training

If we determine that the Manager has failed to satisfactorily complete Mandatory Initial Training, we may, at your expense (including our then standard retraining fee), retrain the Manager. Alternatively, we may elect to terminate the Franchise Agreement. If we do so, we need not refund the Initial Franchise Fee or any other money you have paid us.

ON-SITE TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION WHERE TRAINING HELD
Virtual Pre-Training	6	0	Done Online in Advance of Class
Travel Industry Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Sales Techniques and Qualifying Customers	8	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Business Operations/Guidelines, Overview of Intranet and On-Demand Learning Platforms	3	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Booking and Reservations Systems Training Exercises	8	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Travel Protection Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Travel Partner Product Training	3	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Marketing, Public Relations and Business Development	5	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Ship Inspection/FAM	5	0	Port Everglades Fort Lauderdale, FL
Trade Show	2	0	Sheraton Suites Fort Lauderdale, FL
On-Demand Virtual Training Review, 101, 201, 301 Leveled Training	40	0	Done Online Following the Live Training Class
TOTALS	82	0	

The following are the Dream Vacations/ CruiseOne staff and Executives that participate in the live training program:

Name	Position with Dream Vacations / CruiseOne
Brad Tolkin	CEO
Drew Daly	Senior Vice President/General Manager
Debbie Fiorino	Chief Operating Officer
Janice Hall	Training Supervisor
Jacqueline Ackerina	Training Specialist
Ismaris Ocasio	Training Specialist
Lynette Vargas	Marketing Manager
Zoe Smith	Marketing Manager
Kalista Smith	Graphic Designer
Marc Kramer	Manager, Support Services
Tensi Westreicher	Business Development Manager
Chris Cirella	Business Development Manager
Charity Santiago	Director of Training
Jessica Hernandez	Graphic Designer

VIRTUAL TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON- THE-JOB TRAINING	LOCATION WHERE TRAINING HELD
Virtual Phase 1 Training	7	0	Done Online in Advance of Class
Travel Industry Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Sales Techniques and Qualifying Customers	5	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Business Operations/Guidelines, Overview of Intranet and On- Demand Learning Platforms	3	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON- THE-JOB TRAINING	LOCATION WHERE TRAINING HELD
Booking and Reservations Systems Training Exercises	5	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Travel Protection Overview	1	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
Marketing, Public Relations and Business Development	3	0	Dream Vacations/CruiseOne Headquarter Office Fort Lauderdale, FL
On-Demand Virtual Training Review, 101, 201, 301 Leveled Training	40	0	Done Online Following the Live Training Class
TOTALS	65	0	

The following are the Dream Vacations/ CruiseOne staff and Executives that participate in the virtual training program:

Name	Position with Dream Vacations / CruiseOne
Brad Tolkin	CEO
Drew Daly	Senior Vice President/General Manager
Debbie Fiorino	Chief Operating Officer
Alicia Linden	Director of Marketing
Dawn Gillis	Director of Sales and Support
Charity Santiago	Director of Training
Janice Hall	Training Supervisor
Jacqueline Ackerina	Training Specialist
Kylie Reed	Curriculum Specialist
Marc Kramer	Manager, Support Services
Tensi Westreicher	Business Development Manager
Chris Cirella	Business Development Manager
Ismaris Ocasio	Training Specialist
Lynette Vargas	Marketing Manager
Zoe Smith	Marketing Specialist
Kalista Smith	Graphic Designer

ADDITIONAL INFORMATION ABOUT THE PRINCIPAL TRAINING INSTRUCTORS

Drew Daly is a long-time member of the WTH family and is currently Senior Vice President/General Manager for Dream Vacations / CruiseOne. His career started as a travel agent with NLG (which was acquired by World Travel Holdings in 2005) and he quickly moved up the ranks into sales management and as a member of the World Travel Holdings executive team. In 2002, Drew began creating our comprehensive virtual sales network. A Certified Travel Industry Executive, Drew has served as the Chairman of CLIA's Strategic Travel Agent Review Board (Cruise Lines International Association) and on the Board of Directors for The Travel Institute and PATH-the Professional Association of Travel Hosts

Charity Santiago, Director of Training, comes with a background in the education field and has been with Dream Vacations / CruiseOne since 2014. She has a Master's in Instructional Design & Technology from Purdue University. With over 12 years of teaching experience, Charity oversees the in-house training program, leads the virtual training platform, and manages the training team. In addition, she develops new content and enhances the on- demand training opportunities available on the Learning Center.

Janice Hall serves as Training Supervisor for the Home Based Division in Ft. Lauderdale. She is responsible for training the company's new franchisees and independent contractors as well as developing training programs for the continued growth of the Home Based network. Janice joined the company in 2001. Prior to joining CruiseOne, she served as Operations Manager for Motion Industries, a leader in Industrial Distribution.

Jacqueline Ackerina is a Training Specialist with World Travel Holdings since August 2021. Originally from New York City, she calls Fort Lauderdale home for the past 20 years. Jacqueline graduated from Florida State University in 2012, with a doctorate in Educational Leadership. Her professional background is in education having held various roles as an educator, administrator, and corporate trainer. Before her current role, Jacqueline was an entrepreneur and knows all the intricacies of running a small business.

Kylie Reed is the curriculum specialist on the training team for Dream Vacations/ Cruise One since April 2019. She works directly with new franchise owners in the virtual training classes to build their platform for their business. She has a Master's degree in Instruction and Curriculum design with over 5 years' experience designing and maintaining eLearning content. She aids in keeping content current and interactive to support the continued learning of both new and tenured franchise owners.

Ismaris Ocasio, Training Specialist, comes with a background in the higher education field and has been with Dream Vacations / CruiseOne since January 2022. She has a Master of Education from the University of Massachusetts Amherst. Ismaris is one of two training specialist who supports Janice Hall, Training Supervisor, in training the company's new franchisees through monthly virtual and live trainings. Prior to joining us, Ismaris worked as a Life Designer at the University of Miami's career

center.

We do conduct advanced training programs, but they are optional for franchisees. We reserve the right to collect a training fee for any advanced training programs we conduct.

The COVID-19 pandemic has not impacted the training schedule nor the time to open a franchise.

ITEM 12. TERRITORY

Location of Your Franchised Business

The physical address of your Franchised Business described in your Franchise Agreement is called your “**Contact Location**.” CruiseOne franchises are generally virtual businesses that are primarily operated from franchisee homes, but may be operated from an office, storefront, kiosk, or other virtual place of business. You are solely responsible for selecting the site for the location of your Franchised Business prior to signing your Franchise Agreement. We approve your site when we approve your franchise application. Accordingly, while you must maintain a Contact Location and identify the Contact Location in your advertising, you may operate your Franchised Business from any location. The Contact Location may be an office, home office, storefront, or mail stop or virtual mailbox with a physical address, provided that post-office boxes are not permissible (Franchise Agreement, Section 1.2).

Relocation

- You may relocate the Contact Location within the five-digit postal code of the original Premises, if you provide us with written notice delivered at least 30 days before relocating.
- You may not relocate the Contact Location outside the five-digit postal code of the original Contact Location without our prior written consent. Relocation requests must be submitted in writing not less than 60 days before the proposed relocation and accompanied by a \$149 relocation fee, which is refundable if we do not consent to the proposed relocation. You may not submit a relocation request less than 30 days before Mandatory Initial Training or less than 30 days after Mandatory Initial Training. We may withhold our consent to a request to relocate outside the original Contact Location’s five-digit postal code in our sole and absolute discretion.

No Minimum or Exclusive Territory

You will not receive a minimum territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We may operate one or more CruiseOne businesses—or may have other franchisees operate other CruiseOne businesses—that are in close proximity to your Contact Location.

Reservation of Rights

We and our affiliates reserve the right, at our sole discretion, to use our marks and system in connection with additional services and products, promotional and marketing efforts or related items, or in alternative channels of distribution (including the Internet), without regard to location, and to use our marks and system, and license others to use our marks and system, to engage in any other activities not expressly prohibited in the Franchise Agreement. Nothing in the Franchise Agreement provides you with the right to conduct or share in the revenue generated by any of these activities.

No Options

Your Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.




Sales of Products or Services under a Different Trademark

Neither we nor any affiliate has established or has any present plan to establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark.

ITEM 13. TRADEMARKS

Principal Trademarks

In the Franchise Agreement, we grant you the right to operate your Franchised Business under our principal trademarks **CRUISEONE®** or **DREAM VACATIONS START HERE™**, which are listed in the tables below, and any other trademarks we periodically authorize you to use.

TRADEMARKS REGISTERED ON THE U.S. PATENT AND TRADEMARK OFFICE'S ("USPTO") PRINCIPAL REGISTER			
TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
CRUISEONE®	World Travel Holdings, Inc.	1,799,689	October 19, 1993
	World Travel Holdings, Inc.	4,199,917	August 28, 2012
	World Travel Holdings, Inc.	4,388,655	August 20, 2013
DREAM VACATIONS START HERE	World Travel Holdings, Inc.	5,200,841	May 9, 2017
	World Travel Holdings, Inc.	5,200,851	May 9, 2017

Our principal marks are owned by our parent company, WTH, which licensed them to us. Our license agreement, dated August 17, 2011, with World Travel Holdings, Inc. does not significantly limit our right to use or license these principal marks in any manner material to you. Our parent has filed all required affidavits in connection with the trademark registrations described above.

Currently Effective Trademark Determinations

There are no other currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation proceedings; or pending material litigation involving the principal trademarks.

Agreements Significantly Limiting Your Rights to Use the Marks

There are no agreements that significantly limit our right to use or license the use of CruiseOne's principal trademarks in a manner material to you.

Knowledge of Superior Rights or Infringing Uses

Except for any superior rights that the owner of the registered DREAM VACATIONS mark may possess, we have no actual knowledge of superior prior rights or infringing uses that could materially affect your use of the principal trademarks in this state or the state in which the franchised business is to be located.

Modifying or Discontinuing Use of Principal Trademark

If, at any time, we believe it advisable to modify or discontinue the use of any Proprietary Mark, or to use one or more additional or substitute names or marks, for any reason, you must do so at your expense within 30 days of our request. In such event, we have no liability of any nature to you.

Trademark Claims

We need not protect your right to use our principal trademark or protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks. These matters are committed to our discretion, and we will act as we consider appropriate in the circumstances. You are obligated to notify us of the use of, or claims of rights to, a trademark identical or confusingly similar to any of our trademarks. We are not obligated to take any affirmative action when notified of such uses or claims. As the owner of the principal trademark, generally, we will control any administrative proceedings or litigation involving that trademark. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative proceeding or litigation involving the principal trademark, or if the proceeding is resolved unfavorably to you.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.

There are no patents that we consider material to the operation of the franchised business. We have registered the following copyrights:

TITLE OF WORK	REGISTRATION NUMBER	REGISTRATION DATE	DURATION
CRUISEFINDER	TXu000854603	September 28, 1998	95 years
CRUISESCAN	TXu000854602	September 28, 1998	95 years

We also claim common law copyright protection in our other proprietary materials and information, including the CruiseOne Operations Standards Manual. The Operations Standards Manual is described in Item 11. Although we have not filed an application for a copyright registration for the CruiseOne Operations Standards Manual, we do claim a copyright in it, and the information is proprietary. You should promptly tell us if you learn about unauthorized use of our proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. We are not obligated to indemnify you for losses brought by a third party concerning your use of this information.

You must treat the Confidential Information as our confidential information and trade secrets. You must keep the Operations Standards Manual in a secure area. You must strictly limit access to the Confidential Information to only your sales associates who have a "need to know" in order to perform their jobs. You must immediately report to us the theft, loss, or destruction of the Operations Standards Manual or any portion thereof. You may not copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part. You must require all persons to whom you grant access to the Operations Standards Manual or any other Confidential Information to sign our standard form of confidentiality agreement. All your owners and sales associates must sign such a confidentiality agreement prior to acquiring their ownership interest or beginning employment.

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

The Manager must devote his or her best efforts to managing and operating the Franchised Business. At all times it is open for business, the Franchised Business requires the Manager's day-to-day supervision. Unless we agree otherwise in writing, before the Manager, or any successor Manager, may manage the Franchised Business, he or she must complete Mandatory Initial Training.

The "**Manager**" is the Franchise Owner unless CruiseOne otherwise agrees in writing. The "**Franchise Owner**" is:

- if the Franchisee is an individual, such individual;
- if the Franchisee is a corporation, the individual who owns a majority of the voting and ownership interests in such corporation;
- if the Franchisee is a partnership, any individual who is—or owns a majority of the voting and ownership interests in an entity that is—a general partner of such partnership; or
- if the Franchisee is a limited liability company, the individual who owns a majority of the voting and ownership interests in such limited liability company.

If we permit the Manager to be an individual other than the Franchise Owner, and the Manager fails to satisfy his or her obligations due to death, disability, termination of employment, or for any other reason, the Franchise Owner must perform those obligations until you designate a new Manager acceptable to us who has successfully completed Mandatory Initial Training. You are solely responsible for the related costs and expenses, including the then standard training fee we charge for Mandatory Initial Training (which is currently \$495).

All your owners are subject to the confidentiality and noncompetition provisions in the Franchise Agreement, and all your sales associates must sign our standard form of confidentiality agreement before beginning employment.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only goods and services that we approve and only from suppliers that we approve. You must sell all goods and services that we authorize. We may change the types of authorized goods and services that you must sell and there are no limits to CruiseOne's right to make changes. Consequently, you may only offer and sell bookings with vendors that we designate.

You must operate the Franchised Business as a cruise and vacation-travel -sales business only and may not operate the Franchised Business as a full-service ARC appointed travel agency or perform wholesale travel services or act as a consolidator. We may, from time to time, determine what goods and services fall within the purview of a limited-travel sales business. These goods and

services may include, in addition to cruises, air travel, car rentals, hotel bookings, tours, travel protection, and shore excursions. You must operate the Franchised Business in accordance with all applicable laws and regulations.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP		
This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.		
PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 16	Initial term is 5 years.
b. Renewal or extension of the term	Section 16	You do not have renewal rights. Granting you an option to enter a successor franchise agreement is discretionary with us. If we elect not to grant an option, we will notify you at least 60 days before the Term expires.
c. Requirements for franchisee to renew or extend	Not applicable.	Not applicable.
d. Termination by franchisee	Section 11.6	At any time before the expiration of the one-year period beginning on the Effective Date, you may terminate this Agreement for any reason, but only if you satisfy all the following conditions: <ul style="list-style-type: none"> • you have strictly complied with all your obligations under the Franchise Agreement and other agreements; • you pay us and all our vendors, all amounts due; and • you provide us, before the expiration of that one-year period, with at least 30-days' prior written notice (subject to state law)
e. Termination by franchisor without cause	Not applicable.	Not applicable.
f. Termination by franchisor with cause	Sections 11.1, 11.2, and 11.3	We can terminate your Franchise Agreement only with cause.
g. "Cause" defined- curable defaults	Sections 11.2 and 11.3	You have the number of days specified in Section 11.2 of your Franchise Agreement to cure the applicable defaults in that section. You have 30 days after notice to cure all defaults in Section 11.3 of your Franchise Agreement.
h. "Cause" defined- non curable defaults	Sections 11.1 and 11.2	Non-curable defaults: bankruptcy, insolvency, appointment of a receiver, abandonment, breach of confidentiality and non-competition covenants, and any forbidden transfer of your

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		rights.
i. Franchisee's obligations on termination/nonrenewal	Article 12	<p>Obligations include ceasing operations and use of our proprietary marks; paying amounts due; returning loaned materials; providing notice to us of impending bookings; and transferring reservations and pending bookings</p> <p>If the Franchise Agreement expires without renewal and, at all times during the Term, you strictly complied with the terms of the Franchise Agreement, we may permit you to transfer your outstanding reservations not under final payment to a bona-fide commercial travel retailer that is duly licensed, registered to conduct business, and recognized as an existing vendor by each travel supplier holding a qualified reservation. In no event, however, will we permit such a transfer unless you submit a written request, together with the written notice required under Section 12.4 of the Franchise Agreement before expiration, and a payment to us equal to 3% of the commissionable gross sales price for all reservations to be transferred, as well as payment for any other amounts then due and payable to us. We will not permit your transfer of any reservations under final payment.</p> <p>If the Franchise Agreement is terminated for any reason before its natural expiration, all your reservations pending at expiration become ours, and we need not pay you for such reservations. In such event, you must assist us in the transition at our request.</p>
j. Assignment of contract by franchisor	Section 10.1	No restrictions on our right to assign or delegate our obligations.
k. "Transfer" by franchisee-defined	Sections 10.2.a, 10.2.b., and 10.2.c.	Includes transfer of any of your interests in the Franchise Agreement or any ownership or voting interests in a franchisee that is an entity.
l. Franchisor's approval of transfer by franchisee	Sections 10.2.a. and 10.2.b.	You may not make any transfer without our consent.
m. Conditions for franchisor's approval of transfer	Section 10.2.b.	We will approve a proposed transfer if you deliver written notice to us of the proposed transfer at least 30 days before it is to occur; all of your

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		accrued monetary obligations have been paid; all existing defaults under the Franchise Agreement have been cured; the transferee must meet our qualifications, which includes passing a background check, and the transferee must successfully complete our training program; you and the transferee must execute such other agreements as we may require in connection with the transfer, which may include a general release; and you must pay us a transfer fee equal to \$3,500.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 10.5	You must first offer to sell to us on the same terms and conditions as those offered by a third party, except we can substitute cash for any form of payment. We will notify you, within 30 days after receiving the offer, whether we wish to exercise our right to purchase your business.
o. Franchisor's option to purchase franchisee's business	Not applicable.	Not applicable.
p. Death or disability of franchisee	Section 10.4.	If you (if the franchisee is an individual) or any of your owners (if the franchisee is an entity) dies or becomes disabled, that individual (or his or her legal representative) must, within 90 days of the date of death or disability, transfer his or her interest in the franchisee (or in any of the franchisee's owners) to another owner of the franchisee or a third party, in accordance with our then current transfer requirements.
q. Non-competition covenants during the term of the franchise	Section 13.1.a.	No involvement with a competing business wherever located (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 13.1.b.	No involvement with a competing business within 50 miles of your Contact Location or the premises of any other CruiseOne/Dream Vacations franchise, for 12 months after expiration or termination of the Agreement (subject to state law).
s. Modification of the agreement	Sections 6.3, 13.1, 18.2, and 18.3	No modifications unless signed by the party against whom enforcement is sought, but we may unilaterally revise Operations Standards Manual, modify the franchise system, and reduce the scope of your non-compete covenant.
t. Integration/merger clause	Section 18.1	Only the terms of the Franchise Agreement are binding. This is not intended to require you to

THE FRANCHISE RELATIONSHIP		
This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.		
PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		disclaim, or waive reliance on, any representation made in this Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable (subject to state law).
u. Dispute resolution by arbitration or mediation	Article 15	Many types of disputes must be mediated in Broward County, Florida (subject to state law).
v. Choice of forum	Sections 18.9	Litigation must be brought in state or federal court for Broward County, Florida (subject to the provisions concerning mediation and state law). <i>The parties waive their right to a jury trial.</i>
w. Choice of law	Section 18.8	Except to the extent the Lanham Act governs, Florida law applies (subject to state law).

ITEM 18. PUBLIC FIGURES

CruiseOne does not use any public figure to promote its franchise.

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 basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in 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.

We do not make any representation about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do 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 the franchisor's management by contacting Deborah M. Fiorino in writing at 1201 W. Cypress Creek Road, Suite 100, Fort Lauderdale, Florida 33309 or by phone at (954) 958-3700, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2019 - 2021

TABLE 1

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
Franchised	2019	1287	1480	+193
	2020	1480	1483	+3
	2021	1483	1577	+94
Company and Affiliate-Owned Outlets	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	1287	1480	+193
	2020	1480	1483	+3
	2021	1483	1577	+94

TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2019 - 2021

TABLE 2

<u>State</u>	<u>Year</u>	<u>Number Of Transfers</u>
Alabama	2019	1
	2020	0
	2021	0
Arkansas	2019	1
	2020	0
	2021	0
Arizona	2019	0
	2020	0
	2021	0
California	2019	2
	2020	1
	2021	2
Colorado	2019	1
	2020	2
	2021	0
	2019	0

<u>State</u>	<u>Year</u>	<u>Number Of Transfers</u>
Delaware	2020	1
	2021	0
Florida	2019	5
	2020	1
	2021	0
Georgia	2019	2
	2020	1
	2021	2
Illinois	2019	1
	2020	0
	2021	1
Indiana	2019	1
	2020	1
	2021	0
Kansas	2019	0
	2020	0
	2021	0
Maryland	2019	0
	2020	0
	2021	0
Massachusetts	2019	0
	2020	0
	2021	0
Michigan	2019	1
	2020	1
	2021	0
Minnesota	2019	0
	2020	0
	2021	0
Nevada	2019	1
	2020	1
	2021	0
New Jersey	2019	2
	2020	1

<u>State</u>	<u>Year</u>	<u>Number Of Transfers</u>
	2021	0
New York	2018	1
	2019	0
	2020	0
North Carolina	2019	1
	2020	0
	2021	2
Ohio	2019	1
	2020	1
	2021	0
Pennsylvania	2019	1
	2020	0
	2021	0
South Carolina	2019	1
	2020	0
	2021	2
Utah	2019	0
	2020	0
	2021	0
Virginia	2019	0
	2020	1
	2021	0
Texas	2019	1
	2020	2
	2021	4
Washington	2019	1
	2020	0
	2021	0
Washington, DC	2019	1
	2020	0
	2021	0
Wisconsin	2019	1
	2020	0
	2021	0

<u>State</u>	<u>Year</u>	<u>Number Of Transfers</u>
Totals	2019	28
	2020	16
	2021	14

STATUS OF FRANCHISED OUTLETS FOR YEARS 2019-2021

TABLE 3

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non- Renewals	Reacquire d by Franchisor	Ceased Operations – Other Reasons	Agenci es at End of Year
Alabama	2019	15	4	1	0	0	0	18
	2020	18	0	1	1	0	0	16
	2021	16	7	1	0	0	0	22
Alaska	2019	2	0	2	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arizona	2019	38	14	4	0	0	0	48
	2020	48	8	6	0	0	1	49
	2021	49	8	5	1	0	3	48
Arkansas	2019	10	0	0	0	0	0	10
	2020	10	3	1	0	0	0	12
	2021	12	0	0	0	0	1	11
California	2019	107	30	7	3	0	6	121
	2020	121	12	14	6	0	4	109
	2021	109	12	11	0	0	5	105
Colorado	2019	23	5	3	0	0	2	23
	2020	23	4	0	0	0	0	27
	2021	27	10	5	0	0	0	32
Connecticut	2019	11	2	0	0	0	0	13
	2020	13	0	1	0	0	0	12
	2021	12	0	0	0	0	0	12
Delaware	2019	7	4	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2021	11	3	0	0	0	0	14

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
Florida	2019	242	47	15	8	0	4	262
	2020	262	34	19	6	0	7	264
	2021	264	72	16	4	0	9	307
Georgia	2019	68	16	3	1	0	1	79
	2020	79	9	8	2	0	0	78
	2021	78	6	6	3	0	0	75
Hawaii	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Idaho	2019	5	2	0	0	0	0	7
	2020	7	0	2	0	0	1	4
	2021	4	2	1	0	0	0	5
Illinois	2019	29	5	0	0	0	1	33
	2020	33	6	1	1	0	1	36
	2021	36	4	1	1	0	2	36
Indiana	2019	15	4	0	0	0	0	19
	2020	19	1	1	0	0	0	19
	2021	19	4	2	3	0	1	17
Iowa	2019	4	1	0	0	0	0	5
	2020	5	1	0	0	0	0	5
	2021	5	1	0	0	0	0	6
Kansas	2019	6	0	0	0	0	1	5
	2020	5	3	2	0	0	0	6
	2021	6	0	1	0	0	0	5
Kentucky	2019	9	5	1	0	0	1	12
	2020	12	4	1	1	0	1	13
	2021	13	4	1	0	0	0	16
Louisiana	2019	12	2	0	0	0	1	13
	2020	13	3	1	0	0	1	14
	2021	14	3	2	0	0	3	12

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non- Renewals	Reacquire d by Franchisor	Ceased Operations – Other Reasons	Agenci es at End of Year
Maine	2019	6	1	0	0	0	0	7
	2020	7	1	0	0	0	0	8
	2021	8	0	1	0	0	0	7
Maryland	2019	40	3	2	0	0	0	41
	2020	41	4	3	0	0	1	41
	2021	41	6	2	0	0	0	45
Massachusetts	2019	20	7	1	0	0	0	26
	2020	26	4	2	0	0	0	28
	2021	28	1	2	0	0	2	25
Michigan	2019	20	5	0	0	0	1	24
	2020	24	3	4	1	0	0	22
	2021	12	8	2	0	0	2	26
Minnesota	2019	9	2	0	0	0	0	11
	2020	11	3	0	0	0	0	14
	2021	14	1	0	0	0	0	15
Mississippi	2019	5	2	0	1	0	0	6
	2020	6	2	0	2	0	0	6
	2021	6	1	0	0	0	1	6
Missouri	2019	9	3	0	0	0	0	12
	2020	12	2	0	0	0	1	13
	2021	13	4	0	0	0	0	17
Montana	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nebraska	2019	8	1	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	0	8
Nevada	2019	16	5	1	1	0	1	18
	2020	18	2	2	1	0	0	17
	2021	17	9	1	0	0	1	24

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
New Hampshire	2019	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
New Jersey	2019	33	9	0	0	0	2	40
	2020	40	0	3	0	0	2*	35
	2021	35	9	3	2	0	0	39
New Mexico	2019	3	2	0	0	0	0	5
	2020	5	1	2	0	0	1*	3
	2021	3	0	0	1	0	0	2
New York	2019	61	16	4	0	0	1	72
	2020	72	4	11	2	0	0	63
	2021	63	17	4	0	0	4	72
North Carolina	2019	49	10	0	0	0	0	59
	2020	59	10	6	1	0	1	61
	2021	61	6	5	1	0	2	59
North Dakota	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Ohio	2019	32	10	0	0	0	2	40
	2020	40	5	4	1	0	1	39
	2021	39	3	2	2	0	1	37
Oklahoma	2019	8	0	0	0	0	1	7
	2020	7	0	0	1	0	0	6
	2021	6	4	1	0	0	1	8
Oregon	2019	11	5	0	0	0	0	16
	2020	16	7	4	0	0	1	18
	2021	18	0	1	0	0	0	17
Pennsylvania	2019	54	13	2	3	0	3	59
	2020	59	4	2	2	0	1	58
	2021	58	6	3	2	0	4	55

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
Rhode Island	2019	3	1	1	0	0	0	3
	2020	3	1	1	0	0	0	3
	2021	4	0	0	0	0	1	3
South Carolina	2019	32	8	3	1	0	0	36
	2020	36	13	6	0	0	1	42
	2021	42	10	1	0	0	2	49
South Dakota	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Tennessee	2019	23	6	0	1	0	0	28
	2020	28	4	3	1	0	0	28
	2021	28	3	3	0	0	1	27
Texas	2019	142	46	10	3	0	6	169
	2020	169	28	16	3	0	4	174
	2021	174	31	13	6	0	6	180
Utah	2019	9	4	0	0	0	0	13
	2020	13	1	3	1	0	1	9
	2021	9	5	2	0	0	0	12
Vermont	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0*	1
	2021	1	0	1	0	0	0	0
Virginia	2019	41	9	3	2	0	3	42
	2020	42	8	2	5	0	0	43
	2021	43	21	4	0	0	3	57
Washington	2019	19	2	0	1	0	0	20
	2020	20	9	3	1	0	1	24
	2021	24	6	3	0	0	2	25
Washington D.C.	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

State	Year	Agencies at Start of Year	Agencies Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Agencies at End of Year
West Virginia	2019	2	2	0	0	0	0	4
	2020	4	3	1	0	0	0	6
	2021	6	0	2	0	0	0	4
Wisconsin	2019	14	17	0	2	0	1	14
	2020	14	4	3	0	0	0	15
	2021	15	3	1	0	0	1	16
Wyoming	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Total	2019	1,287	323	64	28	0	38	1,480
	2020	1,480	215	138	40	0	30	1,483
	2021	1483	290	111	27	0	58	1577

*These Agencies were transferred to new owners who relocated to other states, and are similarly recorded in this Table 3 as an opened agency in that state.

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2019-2021

TABLE 4

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

PROJECTED OPENINGS AS OF DECEMBER 31, 2021

TABLE 5

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Alabama	0	3	0
Alaska	0	0	0
Arizona	0	10	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Arkansas	0	2	0
California	1	20	0
Colorado	1	9	0
Connecticut	0	8	0
Delaware	0	2	0
Florida	0	47	0
Georgia	1	10	0
Hawaii	0	0	0
Idaho	0	2	0
Illinois	0	8	0
Indiana	0	7	0
Iowa	0	3	0
Kansas	0	1	0
Kentucky	0	3	0
Louisiana	0	6	0
Maine	0	1	0
Maryland	1	4	0
Massachusetts	2	8	0
Michigan	0	5	0
Minnesota	0	4	0
Mississippi	0	1	0
Missouri	0	2	0
Montana	0	0	0
Nebraska	0	3	0
Nevada	0	9	0
New Hampshire	0	1	0
New Jersey	0	10	0
New Mexico	0	0	0
New York	0	12	0
North Carolina	1	10	0
North Dakota	0	0	0
Ohio	0	8	0
Oklahoma	0	2	0
Oregon	0	7	0
Pennsylvania	0	12	0
Rhode Island	1	2	0
South Carolina	0	5	0
South Dakota	0	0	0
Tennessee	0	10	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Texas	0	34	0
Utah	0	2	0
Vermont	0	2	0
Virginia	0	6	0
Washington	0	7	0
Washington, D.C.	0	2	0
West Virginia	0	1	0
Wisconsin	0	3	0
Wyoming	0	1	0
Total	9	316	0

A list of the names, addresses and telephone numbers of CruiseOne's current franchisees is attached as Exhibit E. Exhibit E also discloses the names and contact information for all franchisees signed but not operational as of December 31, 2021.

A list of the names, addresses and telephone numbers of franchisees who have had an outlet terminated, canceled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with CruiseOne within 10 weeks of the disclosure document issuance date, is attached as Exhibit F.

If you buy the franchise offered in this disclosure document, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In the last three fiscal years, no franchisees have entered any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific franchisee organizations.

ITEM 21. FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit C are our audited year-end financial statements for December 31, 2019 through 2021. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

A copy of the Franchise Agreement is attached to this disclosure document as Exhibit A. A copy of

the Franchisee Questionnaire is attached to this disclosure document as Exhibit G.

ITEM 23. RECEIPTS

The last page of the disclosure document (following the exhibits and attachments) is a document acknowledging receipt of the disclosure document by you (one copy for you and one to be signed for us).

Exhibit A
to the Franchise Disclosure Document
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
between CRUISEONE, INC
and

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Exhibit 3.1.a	Note and Guaranty
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Exhibit 3.3	Designated Credit Card Account/Authorization Form

FRANCHISE AGREEMENT

This Franchise Agreement is dated as of the date set forth adjacent to the parties' signatures below, and is entered between CRUISEONE, INC. ("CruiseOne") and the person signing below as Franchisee (the "Franchisee").

A. As the result of the expenditure of time, skill, effort, and money, CruiseOne has developed and owns a distinctive "System" for developing and operating a franchised business that sells cruises and certain other travel-related products and services. This travel-sales business operates under the **CruiseOne®** and **Dream Vacations Start Here™** service marks. In addition to these proprietary marks, the System includes standards, other proprietary marks and information (collectively, the "Proprietary Marks"), and a specially designed marketing program.

B. Franchisee recognizes the benefits to be derived from receiving a franchise from CruiseOne and wants to enter into this Agreement so it can receive the benefits provided by CruiseOne hereunder.

The parties, therefore, agree as follows:

ARTICLE 1. APPOINTMENT

1.1. **Grant.** CruiseOne grants Franchisee the right—and Franchisee undertakes the obligation—to operate one Franchised Business in accordance with the System. CruiseOne allocates its franchisees to one of three levels, which have different rights and obligations. Franchisee's level is set forth in Schedule 1.1.

1.2. **Location of the Franchised Business.** CruiseOne® franchises are generally virtual businesses that are primarily operated from a franchisee's home, but may be operated from an office, storefront, kiosk or other virtual place of business. Accordingly, while Franchisee must maintain a Contact Location and identify the Contact Location in its advertising in accordance with Section 7.1, Franchisee may operate the Franchised Business from any location. Without CruiseOne's prior consent, and Franchisee's compliance with CruiseOne's relocation procedures, the Contact Location may not be changed except as follows:

- a. Franchisee may relocate the Contact Location to a location within the five-digit postal code of the original Contact Location, if it provides CruiseOne with written notice delivered at least 30 days before relocating.
- b. Franchisee may not relocate the Contact Location to a location outside the five-digit postal code of the original Contact Location without CruiseOne's prior consent. Relocation requests must be submitted in writing not less than 60 days before the proposed relocation and accompanied by a \$149 relocation fee, which is refundable if CruiseOne does not consent to the proposed relocation. Franchisee may not submit a relocation request less than 30 days before Mandatory Initial Training or less than 30 days after Mandatory Initial Training. CruiseOne may withhold its consent to a relocation request covered by this Section 1.2.b in its sole and absolute discretion.

1.3. **No Protected Territory.** Franchisee is not granted an exclusive or protected territory. From time to time, in its discretion, CruiseOne may operate one or more CruiseOne businesses—or may have other franchisees operate other CruiseOne businesses—that are in close proximity to the Contact Location. CruiseOne and its affiliates reserve the right, at CruiseOne's sole discretion, to use the Proprietary Marks and System in connection with additional services and products, promotional and marketing efforts or related items, or in alternative channels of distribution (including the Internet), without regard to location, and to use the Proprietary Marks and System, and license others to the Proprietary Marks and System, to engage in any other activities not expressly prohibited in this Agreement. Nothing in this Agreement provides Franchisee with the right to conduct these activities or share in the revenue generated from these activities.

ARTICLE 2. FRANCHISOR'S DUTIES

2.1. **Mandatory Initial Training.** CruiseOne shall provide Franchisee with the following initial training, which is mandatory and must be attended and satisfactorily completed by Franchisee's Manager not later than 90 days after the Effective Date ("**Mandatory Initial Training**"):

- a. **Training for New and Intermediate Franchisees.** If Franchisee is a New or Intermediate Franchisee, CruiseOne shall provide the following Mandatory Initial Training:

CruiseOne shall provide Mandatory Initial Training for the Manager either at CruiseOne's training facilities in Broward County, Florida or via live virtual training. Mandatory Initial Training will be provided not later than approximately 90 days after the Effective Date. CruiseOne shall provide instructors, facilities, training materials, and technical training tools for Mandatory Initial Training. If the Mandatory Initial Training will be at CruiseOne's training facilities,

CruiseOne shall also provide the Manager with a private hotel room during Mandatory Initial Training and shall provide Franchisee with a transportation credit not exceeding \$500 to reimburse Franchisee for transportation expenditures it paid to transport the Manager to Mandatory Initial Training. Except as just provided, Franchisee is responsible for all other expenses incurred to have the Manager attend Mandatory Initial Training (including meal and entertainment expenses).

b. **Training for Experienced Franchisees.** Mandatory Initial Training for Experienced Franchisees includes only online training for Managers. This training will be conducted at a time selected by CruiseOne. Alternatively, if Franchisee is an Experienced Franchisee, CruiseOne may require Franchisee to attend the Mandatory Initial Training program described in Section 2.1.a; but, in such event, Franchisee is not entitled to a \$500 transportation credit nor a private hotel room provided by CruiseOne and is solely responsible for all expenses incurred to have the Manager attend Mandatory Initial Training (including travel, meal, lodging, and entertainment expenses).

c. **Failure to Complete Mandatory Initial Training.** If CruiseOne determines that the Manager has failed to satisfactorily complete Mandatory Initial Training, it may, at Franchisee's expense (including CruiseOne's then standard retraining fee), retrain the Manager. Alternatively, CruiseOne may elect to terminate this Agreement. If it does so, it need not refund the Initial Franchise Fee or any other money Franchisee has paid CruiseOne.

2.2. **Operations Standards Manual.** CruiseOne shall provide Franchisee a copy of the Operations Standards Manual (with periodic revisions as required). CruiseOne's customary practice is to deliver the Operations Standards Manual to Franchisee at or shortly before Mandatory Initial Training. The Operations Standards Manual will be in an electronic format, such as PDF, which CruiseOne may provide Franchisee via e-mail or any other electronic means.

2.3. **Continued Assistance and Support.**

a. **Periodic Assistance.** CruiseOne, to the extent it considers advisable, may provide continuing advisory assistance in the operation and promotion of the Franchised Business. This assistance may include communicating new developments, improvements in equipment and supplies, and new techniques in advertising, service, and management that are relevant to operating the Franchised Business.

b. **Refresher or Additional Training.** CruiseOne may provide refresher training programs, seminars, or advanced training at CruiseOne's principal training facility (or such other location designated by CruiseOne). CruiseOne may require Franchisee to attend such training, but not more often than once a year. Franchisee is solely responsible for all costs and expenses associated with such programs, seminars, and training including the then prevailing standard training fee CruiseOne charges for such programs, as well as all travel, meal, and lodging expenses Franchisee's attendees incur.

2.4. **Travel Bookings.** CruiseOne shall process and record all Franchisee's booking orders in the manner described in the Operations Standards Manual. CruiseOne shall process travel-booking orders only at the travel suppliers' published price or current price-list price under CruiseOne's then current payment and collection terms. CruiseOne need not process orders for travel bookings that have been discontinued by the travel supplier. All orders are subject to CruiseOne's acceptance. An order may be cancelled by Franchisee or its customer only if the cancellation terms indemnify CruiseOne against all losses, liabilities, and costs.

2.5. **Commission Collection.** CruiseOne shall collect all commissions paid by travel suppliers and other suppliers arising from Franchisee's sales and remit them to Franchisee, less any amounts Franchisee owes CruiseOne under or in connection with this Agreement (including Royalty Fees). CruiseOne shall remit such commissions in such manner and at such times as provided in the Operations Standards Manual. CruiseOne has the exclusive right to collect such commissions, Franchisee having no right to collect or otherwise receive commissions directly from the travel supplier or other supplier paying them. Franchisee shall not in any manner, directly or indirectly, interfere with CruiseOne's attempts to make such collections and shall immediately remit to CruiseOne the full amount of any commissions remitted directly to Franchisee.

2.6. **Licenses and Related Rights.** CruiseOne hereby grants Franchisee the right to: (a) use the **CruiseOne®** service mark and other Proprietary Property to operate the Franchised Business in accordance with this Agreement; and (b) access and use its intranet site (the "**intranet BusinessCenter**") and its other designated proprietary online software and applications (including its reservation system – the "**MyCruiseControl reservation system**") for processing all travel Franchisee books and otherwise operating the Franchised Business. Franchisee shall use the intranet ***BusinessCenter, MyCruiseControl*** reservation system, and other designated software in the manner

provided in the Operations Standards Manual.

2.7. **Customer Information.** CruiseOne shall exercise commercially reasonable efforts to secure the information that it receives from Franchisee's customer database (the "**Customer Database**"), including the information it must collect under Section 4.9. During the Term, CruiseOne shall not use, transfer or disclose to any third party any information in the Customer Database, except for purposes related to this Agreement. After the expiration (but not the sooner termination) of the Term, CruiseOne shall not use Franchisee's Customer Database, nor transfer or disclose it to any third party. If, however, this Agreement is terminated pursuant to Sections 11.1, 11.2 or 11.3, CruiseOne may, but is not obligated to, have the right to service the Customer Database as it sees fit to protect affected customers and the CruiseOne brand.

ARTICLE 3. FEES AND PAYMENTS

3.1. **Types of Fees.** In consideration of CruiseOne's executing this Agreement, in addition to any other fees that may be required under this Agreement, Franchisee shall pay the following fees to CruiseOne, all of which are nonrefundable:

a. **Initial Franchise Fee.** Upon executing this Agreement, Franchisee shall pay CruiseOne the initial franchise fee (the "Initial Franchise Fee") described below.

- i. If Franchisee is a new franchisee, the Initial Franchise Fee is \$10,500.
- ii. If Franchisee is an intermediate franchisee, the Initial Franchise Fee is \$3,195.
- iii. If Franchisee is an experienced franchisee, the Initial Franchise Fee is \$495.

CruiseOne may finance the Initial Franchise Fee for qualified new franchisees. If Franchisee qualifies, when it signs this Agreement, it shall pay CruiseOne a nonrefundable application fee of \$75, pay \$3,500 toward the Initial Franchise Fee, and issue a promissory note in the form attached to Exhibit 3.1.a (the "**Note**") for the balance. If Franchisee is an entity, its owners shall personally guaranty the Note by signing a guaranty substantially in the form attached to Exhibit 3.1.a (the "**Guaranty**"). The Note is payable in 24 equal monthly installments. CruiseOne may require Franchisee to pay amounts due under the Note by electronic funds transfer or by authorizing CruiseOne to debit Franchisee's credit card or bank account, or any other Payment System. If CruiseOne does so require, Franchisee shall promptly take any actions and execute any documents that may be necessary to implement the required manner of payment and otherwise make or authorize such payments in the manner CruiseOne directs. CruiseOne may offset against any overdue amounts Franchisee owes it under the Note amounts CruiseOne owes Franchisee under this Agreement.

b. **Royalty Fee.** Franchisee shall pay a continuing non-refundable royalty fee (the "**Royalty Fee**") on its Annual Commissionable Sales (excluding those relating to travel insurance), calculated as follows:

- i. 1.5% of Annual Commissionable Sales upon which CruiseOne receives a commission of 4.9% or less (excluding those relating to travel insurance);
- ii. 2% of Annual Commissionable Sales upon which CruiseOne receives a commission of 5% to 9.99% (excluding those relating to travel insurance); and
- iii. 3% of Annual Commissionable Sales upon which CruiseOne receives a commission of 10% and greater (excluding those relating to travel insurance).

If Franchisee achieves certain gross commissionable sales targets during a period designated by CruiseOne, CruiseOne may grant a limited and conditional reduction to the Royalty Fee described above. The amount and nature of any reduction may vary based on the sales target CruiseOne prescribes, your experience and qualifications, and any previous form of franchise or independent contractor agreement you signed with CruiseOne. Any reduction from the percentages set forth above may be granted, modified and/or terminated in CruiseOne's sole discretion. If Franchisee previously served as an independent contractor of Cruises, Inc. under a form of Independent Contractor Agreement, Franchisee will also execute the IC Conversion Addendum attached hereto as Exhibit 3.1.b which shall modify certain terms under this subsection.

Franchisee shall pay a continuing non-refundable royalty (the "**Insurance Royalty Fee**") of 3% of all Annual Commissionable Sales relating to travel insurance (the "**Travel Insurance Revenues**"). From time to time, CruiseOne may, in its discretion, increase the Insurance Royalty Fee to reflect changes in its commission arrangements with insurance providers. CruiseOne may deduct and retain for its own account, before disbursing the balance to Franchisee, any amounts due and payable to it under or in connection with this Agreement (including Royalty Fees) from payments CruiseOne receives from any

travel supplier.

"Annual Commissionable Sales" means the total commissionable sales price quoted for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non-commissionable line items (including taxes or port charges). **"Contract Year"** means each one-year period ending on the anniversary of the Effective Date. Commissions and goods for non-cruise services (including travel services and charter and incentive programs) are established at varying rates depending upon the product or service. Therefore, CruiseOne shall publish Franchisee's commission rates for those goods and services, and the Royalty Fee CruiseOne is entitled to thereon promptly after being notified of such rates by the supplier.

At the end of each Contract Year the Annual Commissionable Sales will be re-established at \$0 and adjusted accordingly based upon Franchisee's Annual Commissionable Sales during the next Contract Year. Annual Commissionable Sales are based upon each individual franchised business operated by Franchisee. If an Annual Royalty Fee Incentive applies, Franchisee is not permitted to aggregate the Annual Commissionable Sales of multiple franchises owned by him or her in order to achieve the benefits of the Annual Royalty Fee Incentive.

c. **Administrative Service Fee.** Beginning on the first day of the fourth calendar month after the first day of Mandatory Initial Training (but in no event more than 150 days after the Effective Date), and each month thereafter, Franchisee shall pay CruiseOne a monthly administrative service fee of \$150 (the **"Service Fee"**). The Service Fee shall be reset as of each anniversary of the Effective Date (the "Service Fee Reset Date") and shall remain in effect during the corresponding Contract Year. Each reset Service Fee shall be equal to the applicable Service Fee set forth in the second column below that corresponds to the applicable Departed Commissionable Sales set forth in the first column below. **"Departed Commissionable Sales"** means, as of any Service Fee Reset Date, the total Annual Commissionable Sales for the previous Contract Year, excluding sales related to bookings for which the departure date has not passed as of the end of such Contract Year. Notwithstanding the foregoing, if, as of any Service Fee Reset Date, Franchisee did not use the **MyCruiseControl** reservation system for all bookings for the previous Contract Year, the Service Fee for the upcoming Contract Year will be \$150.

<u>Departed Commissionable Sales</u>	<u>Service Fee</u>
\$0-249,999	\$150
\$250,000-499,999	\$100
\$500,000-749,999	\$50
\$750,000 +	\$25

d. **Administrative Fees.** Franchisee shall pay CruiseOne the following administrative fee:
Franchisee shall pay CruiseOne a fee equal to \$29 plus, as applicable (i) the charges imposed on CruiseOne by its bank in connection with a returned check, or (ii) any chargeback to which CruiseOne is subject as a result of Franchisee's customer's failing to pay any credit card charge, each time any of the following occur:

- A. a Franchisee's customer's check is returned for insufficient funds;
- B. a Franchisee's customer fails to pay any credit card charge; or
- C. CruiseOne attempts to use the Designated Credit Card Account to pay itself any Due Amount not paid on the date such amount is due and payable, and the credit card processor declines payment for any reason, including an insufficient credit line or the expiration or invalidity of the credit card.

3.2. **Payments.** CruiseOne may require Franchisee to pay CruiseOne any Due Amount by any of the following methods (the **"Payment System"**):

- a. by deducting an amount equal to the Due Amount from the amount of any commissions paid to CruiseOne by travel suppliers and other suppliers arising from Franchisee's sales;
- b. by charging Franchisee's Designated Credit Card Account;
- c. by using a payment system using preauthorized transfers from Franchisee's operating account through the use of special checks, or electronic fund transfers, or through the use of any other payment system designated by CruiseOne; or
- d. by cash payable on the date stated in the invoice demanding payment of the Due Amount.

3.3. **Designated Credit Card Account.** Franchisee shall create and maintain, at all times during the Term, a valid credit card account

to be used exclusively for operating the Franchised Business and paying Due Amounts to CruiseOne (the "**Designated Credit Card Account**"). Franchisee hereby authorizes CruiseOne to charge all such Due Amounts to the Designated Credit Card Account. Upon executing this Agreement, Franchisee shall provide CruiseOne with the credit card account number for the Designated Credit Card Account and all other information needed to complete the authorization form contained in Exhibit 3.3, and Franchisee shall execute and deliver such form to CruiseOne. Without CruiseOne's prior consent, Franchisee shall not terminate, or permit or suffer the expiration of, the Designated Credit Card Account. Franchisee shall not in any manner, directly or indirectly, interfere with or impede CruiseOne's paying itself Due Amounts through the Designated Credit Card Account (including by revoking CruiseOne's authority to do so).

3.4. **Application of Payments.** Notwithstanding any designation by Franchisee, CruiseOne has the discretion to apply any payments made by Franchisee (including any payment effectuated through the Payment System) to any past due indebtedness of Franchisee, including Royalty Fees, purchases (including under any Note) from CruiseOne or its affiliates, late charges, or any other indebtedness of Franchisee to CruiseOne or its affiliates in any manner chosen by CruiseOne. CruiseOne may offset any Due Amount against any amount it may owe Franchisee under or in connection with this Agreement.

ARTICLE 4. THE FRANCHISEE'S DUTIES

4.1. **Conditions Precedent to Operating the Franchised Business.** Franchisee shall not begin operating the Franchised Business, including by advertising, taking any deposits, entering into any customer contract, or booking any travel, until the following conditions are satisfied or CruiseOne has otherwise consented in writing (collectively, the "**Opening Conditions**"):

- a. Franchisee's Manager completes Mandatory Initial Training to CruiseOne's satisfaction;
- b. Franchisee acquires all equipment and supplies (including the Computer System) CruiseOne requires;
- c. the Initial Franchise Fee and all other amounts due to CruiseOne and its affiliates under or in connection with this Agreement have been paid as required (including amounts due under any Note);
- d. Franchisee delivers to CruiseOne certificates of insurance and copies of all insurance policies or such other evidence of insurance coverage as CruiseOne reasonably requests;
- e. Franchisee acquires all licenses and permits needed to operate the Franchised Business;
- f. Franchisee satisfies any other opening conditions that CruiseOne may reasonably impose; and
- g. CruiseOne delivers written notice to Franchisee that the Opening Conditions have been met to its satisfaction, which determination it may make in its discretion.

Notwithstanding anything to the contrary contained in this Agreement, Franchisee shall satisfy all the Opening Conditions and be fully prepared to open for business not later than 60 days following the Effective Date.

4.2. **Operational Requirements.** To ensure that the highest degree of quality and service is uniformly maintained, Franchisee shall operate the Franchised Business in conformity with such uniform methods, standards and specifications as CruiseOne may from time to time prescribe in the Operations Standards Manual or otherwise. Without limiting the foregoing, Franchisee shall:

- a. operate the Franchised Business as a cruise and limited-travel sales business only and shall not operate the Franchised Business as a full-service ARC travel agency or perform wholesale travel services or act as a consolidator; CruiseOne may, from time to time, in its discretion, determine what goods and services fall within the purview of a limited-travel sales business (such goods and services may, in addition to cruises, include air travel, car rentals, hotel bookings, tours, travel protection, and shore excursions, as CruiseOne determines, from time to time, in its discretion);
- b. book all travel in accordance with the Operations Standards Manual using the intranet **BusinessCenter**;
- c. use CruiseOne's CLIA and IATAN numbers to operate the Franchised Business and not procure or use Franchisee's own such numbers for the Franchised Business;
- d. not accept any commission check sent to it by any travel company and immediately remit any such check to CruiseOne for processing;
- e. record all transactions, and revenues relating thereto, on the approved Computer System, at the times and in the manner prescribed in the Operations Standards Manual; and otherwise use the Computer System to operate the Franchised Business in accordance with the Operations Standards Manual;
- f. use the **MyCruiseControl** reservation system and other designated CruiseOne software to book and process all travel bookings including third-party related products such as travel insurance;
- g. promote, advertise, and sell travel services at prices and conditions that are in accordance with the policies set forth by the various travel suppliers and CruiseOne;
- h. maintain in sufficient supply (as CruiseOne may prescribe in the Operations Standards Manual), and use at all times, only

such inventory, equipment, materials, advertising methods and formats, and supplies as conform with CruiseOne's standards and specifications, if any, therefor, at all times sufficient to meet the anticipated volume of business, and to refrain from deviating therefrom without CruiseOne's prior consent;

- i. adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with customers, suppliers, sales associates, independent contractors, CruiseOne, and the public;
- j. sell or offer for sale only such goods and services, from such suppliers, authorized in writing by CruiseOne for sale at retail to consumers from and through the Franchised Business and sell and offer for sale all such goods and services; and
- k. discontinue selling and offering for sale any goods or services CruiseOne disapproves in writing.

4.3. Computer System.

a. Before commencing to operate the Franchised Business, Franchisee shall acquire the Computer System specified in the Operations Standards Manual. At CruiseOne's request, Franchisee shall provide any assistance CruiseOne requires to bring the Computer System "on-line" with CruiseOne's computer at CruiseOne's headquarters. CruiseOne thereafter has the free and unfettered right to independently access, retrieve, and copy such data and information relating to the Franchised Business from any software or applications that CruiseOne requires Franchisee to use in connection with its Computer System as CruiseOne, in its discretion, deems necessary, desirable or appropriate.

b. CruiseOne may require Franchisee to modify or upgrade the Computer System or replace the entire Computer System with a larger system capable of assuming and discharging all the computer-related tasks and functions CruiseOne specifies. To ensure full operational efficiency and communication capability between CruiseOne's computers and those of all the Franchised Business, Franchisee shall, at its expense, keep the Computer System in good maintenance and repair.

c. If Franchisee breaches any of the requirements of this Section 4.3 and fails to cure such breach within two days of notice from CruiseOne, CruiseOne may immediately suspend Franchisee's right to access the intranet **BusinessCenter** or **MyCruiseControl** reservation system until such breach is cured to CruiseOne's satisfaction.

4.4. **Sales Associates.** Subject to Section 4.2, Franchisee is exclusively responsible for deciding whether it needs to hire any sales associates and the terms of their hiring and compensation. Franchisee shall properly train all of its sales associates how to operate the Franchised Business. Furthermore, Franchisee is solely responsible for all hiring decisions and functions, including those related to hiring, firing, establishing wage and hour requirements, disciplining, supervising and record keeping, as well as for timely preparing and filing any payroll and related tax reports and paying all taxes and payments due in connection therewith. Before Franchisee may hire or contract any sales associate, it shall, at Franchisee's sole expense, conduct a criminal- and civil-background check on him or her, using an investigation company that CruiseOne designates. Furthermore, all sales associates must satisfactorily complete Mandatory Initial Training, for which Franchisee shall pay CruiseOne its then-standard training fee. Franchisee may retain a sales associate either as an employee or independent contractor, subject to applicable federal and state tax laws. Without limiting any other obligations of the Franchisee, the Franchisee must responsibly supervise all of its employees and independent contractors. Regardless of such supervision, misconduct of any independent contractor that Franchisee engages to perform services for it shall be attributed to Franchisee to the same extent as if it were misconduct by an employee of Franchisee, including misconduct constituting a breach of this Agreement.

Beginning on the first anniversary of the Effective Date and on each anniversary thereafter, Franchisee shall pay CruiseOne \$100 for each person other than the Franchise Owner who is hired by, or otherwise works for, the Franchised Business in any capacity (the "**Annual Sales Associate Fee**").

4.5. **Management of the Franchised Business.** The Manager shall devote his or her best efforts to managing and operating the Franchised Business. At all times it is open for business, the Franchised Business requires the Manager's day-to-day supervision. Unless CruiseOne agrees otherwise in writing, before the Manager, or any successor Manager, may manage the Franchised Business, he or she shall complete Mandatory Initial Training. If CruiseOne permits the Manager to be an individual other than the Franchise Owner, and such Manager fails to satisfy his or her obligations under this Section 4.5 due to death, Disability, termination of employment, or for any other reason, the Franchise Owner shall satisfy such obligations until Franchisee designates a new Manager of the Franchised Business acceptable to CruiseOne who has successfully completed Mandatory Initial Training. Franchisee is solely responsible for the costs and expenses associated therewith, including the then standard training fee CruiseOne charges for Mandatory Initial Training (which is currently \$495).

4.6. **Approved Specifications and Sources of Supply.** To the extent CruiseOne may periodically require, Franchisee shall purchase or lease equipment, supplies, inventory, advertising materials, and any other products and services used to operate the Franchised Business solely from suppliers, and in accordance with specifications, if any, that CruiseOne authorizes in writing. CruiseOne may revoke such authorization at any time in writing. CruiseOne may approve a single supplier for any brand and may approve a supplier only as to

a certain brand or brands. CruiseOne may designate itself or an affiliate as an exclusive or nonexclusive supplier of any goods or services used in connection with operating the Franchised Business. Franchisee further acknowledges that CruiseOne has the right to realize a profit or derive revenue in any other manner from items that CruiseOne, its affiliates or CruiseOne's approved suppliers supply to Franchisee.

4.7. Compliance with Laws, Rules and Regulations. Franchisee shall comply with all federal, state, and local laws, rules and regulations. Franchisee shall timely obtain, maintain, and renew when required any and all permits, certificates, or franchises necessary for the full and proper conduct of the Franchised Business under this Agreement, including qualification to do business; fictitious, trade, or assumed-name registration; occupational licenses; and sales-tax permits.

4.8. Tax Payments. Franchisee shall promptly pay when due all taxes levied or assessed by any federal, state or local tax authority. Such taxes include unemployment taxes, withholding taxes, sales taxes, income taxes, tangible commercial personal-property taxes, real-estate taxes, intangible taxes and any other taxes or imposts arising in connection with the Franchised Business, including payroll taxes for any sales associate employed by Franchisee.

4.9. Customer Surveys; Customer List. Franchisee shall present customers with such evaluation forms as CruiseOne may periodically prescribe. If CruiseOne requests, Franchisee shall participate or request its customers to participate in any marketing surveys performed by or on behalf of CruiseOne. Franchisee shall also create and maintain for CruiseOne, in such manner as CruiseOne may from time to time require, a current customer list containing as to each and every customer such customer's name, address, email address, telephone number and zip code (9 digits) and supply a copy of such list to CruiseOne upon request.

4.10. Certification of Performance. No later than three business days after requested by CruiseOne, Franchisee shall execute and deliver to CruiseOne a certification (the "Certification of Performance"), in a form CruiseOne reasonably requests, confirming that CruiseOne has performed its preopening obligations under this Agreement. If, however, Franchisee does not reasonably believe that CruiseOne has performed all its preopening obligations hereunder, it shall, within such three-day period, provide CruiseOne with written notice specifically describing the obligations that CruiseOne has not performed. In such case, Franchisee shall execute and deliver the Certification of Performance not later than three-business days after CruiseOne completes all the non-performed obligations specifically described in such notice. Franchisee shall execute and deliver the Certification to CruiseOne even if CruiseOne performed such obligations after the time performance was due under this Agreement. The term "preopening obligations" means such of CruiseOne's obligations to Franchisee under this Agreement that shall be performed before the Opening Date for the Franchised Business.

ARTICLE 5. PROPRIETARY PROPERTY

5.1. Franchisee's Use of the Proprietary Property. Franchisee may use the Proprietary Property only in accordance with the standards and specifications CruiseOne prescribes in this Agreement and the Operations Standards Manual from time to time. Without limiting the foregoing:

- a. Franchisee shall use the Proprietary Property only in connection with operating the Franchised Business;
- b. Franchisee shall use the Proprietary Marks as the sole service-mark/trademark identifications for the Franchised Business and prominently display the Proprietary Marks on or in connection with all materials CruiseOne designates, and only in the manner CruiseOne prescribes;
- c. Franchisee shall not use the Proprietary Property as security for any obligation or indebtedness nor in any manner encumber it;
- d. Franchisee shall not use the Proprietary Marks as part of its corporate, partnership or other legal name;
- e. Franchisee shall not use or attempt to register any other trademarks service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, nor any mark with conceptual, phonetic, or graphic similarity to the Proprietary Marks; and
- f. Franchisee shall comply with CruiseOne's instructions concerning filing and maintaining the requisite fictitious, trade, or assumed-name registrations for the CruiseOne® tradename, and execute any documents CruiseOne or its counsel deems reasonably necessary to obtain protection for the Proprietary Property and CruiseOne's interest therein; and
- g. Franchisee shall exercise caution when using CruiseOne's Proprietary Property to ensure that the Proprietary Property is not jeopardized in any manner.

5.2. CruiseOne's Right to Modify the Proprietary Marks. If, at any time, in CruiseOne's discretion, it becomes advisable to modify or discontinue the use of any Proprietary Mark or use one or more additional or substitute names or marks—for reasons including the rejection of any pending application for registration or revocation of any existing registration of any of the Proprietary Marks, or the

superior rights of senior users—Franchisee shall do so at its sole expense within 30 days of CruiseOne's request. In such event, CruiseOne has no liability of any nature to Franchisee.

5.3. **Ownership.** Except as expressly granted in this Agreement, Franchisee has no ownership or other rights in the Proprietary Property. CruiseOne is the owner or authorized licensee of the Proprietary Property. All goodwill associated with the Franchised Business inures directly and exclusively to CruiseOne's benefit.

5.4. **Infringement.** Franchisee is obligated to notify CruiseOne of the use of, or claims of rights to, a trademark identical or confusingly similar to any of the Proprietary Marks. CruiseOne is not obligated to take any affirmative action when notified of such uses or claims. CruiseOne will control any administrative proceedings or litigation involving its Proprietary Marks, and CruiseOne is not required to participate in Franchisee's defense or indemnify Franchisee for expenses or damages if Franchisee is a party to an administrative proceeding or litigation involving the Proprietary Marks, or if the proceeding is resolved unfavorably to Franchisee.

ARTICLE 6. OPERATIONS STANDARDS MANUAL AND OTHER CONFIDENTIAL INFORMATION

6.1. **In General.** To protect the reputation and good will of CruiseOne, and to maintain uniform standards of operation under the Proprietary Marks, Franchisee shall conduct its Franchised Business in accordance with the Operations Standards Manual. The Operations Standards Manual is an integral part of this Agreement and has the same force and effect as if fully set forth herein.

6.2. **Confidential Use.** At all times, Franchisee shall treat and maintain the Confidential Information as confidential and trade secrets of CruiseOne. At all times, Franchisee shall keep the Operations Standards Manual in a secure area and may not make any copies thereof. Franchisee shall strictly limit access to the Confidential Information to its sales associates, to the extent they have a "need to know" in order to perform their jobs. Franchisee shall report the theft, loss, or destruction of the Operations Standards Manual or any portion thereof, immediately to CruiseOne. Without CruiseOne's prior consent, Franchisee shall not, at any time, copy, record, or otherwise reproduce any of the Confidential Information, in whole or in part. All persons to whom Franchisee grants access to the Operations Standards Manual or any other Confidential Information, shall first be required by Franchisee to sign CruiseOne's standard form of confidentiality agreement. Without limiting the generality of the foregoing, all Franchisee's owners and sales associates shall sign such a confidentiality agreement prior to acquiring their ownership interest or beginning employment. Promptly after execution of all such confidentiality agreements Franchisee shall deliver copies thereof to CruiseOne.

6.3. **Periodic Revisions.** CruiseOne may periodically revise and change the contents of the Operations Standards Manual. Beginning on the 30th day (or such longer time as specified by CruiseOne) after delivery of written notice from CruiseOne, Franchisee shall comply with each new or changed provision. CruiseOne may notify Franchisee of revisions by posting them on the intranet **BusinessCenter**, or in any other manner that CruiseOne elects. Franchisee shall log onto the intranet **BusinessCenter** at least once each business day to check for revisions to the Operations Standards Manual and for any information concerning CruiseOne-designated software (including any directions pertaining to maintenance and updates of such software, which directions Franchisee shall promptly implement). Revisions to the Operations Standards Manual shall be based on what CruiseOne, in its discretion, deems in the best interests of the System, including promoting quality, enhancing goodwill, increasing efficiency, decreasing administrative burdens, or improving profitability of CruiseOne or its franchisees. Because complete and detailed uniformity under many varying conditions may not be possible or practical, CruiseOne may, in its discretion and as it may deem in the best interests of all concerned in any specific instance, vary standards for any franchisee based upon the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, or any condition that CruiseOne deems important to the successful operation of such franchisee's Franchised Business. Franchisee is not entitled to require CruiseOne to grant to Franchisee a like or similar variation under this Agreement. Franchisee shall at all times ensure that its copy of the Operations Standards Manual contains all revisions CruiseOne delivers. In the event of any dispute as to the contents of the Operations Standards Manual, the terms contained in the Master Copy of the Operations Standards Manual CruiseOne maintains at CruiseOne's home office are controlling.

ARTICLE 7. ADVERTISING

7.1. **Advertising by Franchisee.** Franchisee shall submit all materials (irrespective of the medium) that it wants to use for advertising, promotions, or marketing ("**Advertising Materials**") to CruiseOne for its prior written approval, unless they have already been approved or consist solely of materials provided by CruiseOne. If, within 10 days from the date CruiseOne receives such submitted materials, Franchisee does not receive CruiseOne's written approval thereof, they are considered disapproved. If, in CruiseOne's judgment, any Advertising Materials may injure or harm the System, CruiseOne may require Franchisee to withdraw or discontinue their use, even if previously approved. Within five days after delivery of such notice, Franchisee shall have withdrawn and discontinued use of the relevant Advertising Materials. Franchisee is only required to advertise the Franchised Business within the United States and to United States

residents. This includes any online advertising that may have a global reach. Franchisee shall not use any Advertising Materials until CruiseOne delivers written notice to Franchisee that the Opening Conditions have been satisfied to CruiseOne's satisfaction. All Advertising Materials (including, if any, phone listings, online listings, social media accounts, newspaper, direct-mail advertisements, and business cards) must contain Franchisee's **CruiseOne®** assumed-business-name and the city, state, as well as any other standards required by the Operations Standards Manual. If the Contact Location is the Franchise Owner's personal address, Franchisee need not publish that address, but may instead use a mail stop or virtual mailbox with a physical address. Post-office boxes are not permissible.

- 7.2. **Internet Advertising Prohibition.** Franchisee may advertise on the Internet as **CruiseOne®** only if it strictly complies with the Operations Standards Manual provisions governing those activities. Franchisee may purchase vanity domain names in accordance with the Operations Standards Manual; however, it may not register domain names containing **CruiseOne®** or any variation thereof. With respect to any aspect of the System or the Franchised Business (including the use of the Proprietary Marks), CruiseOne retains the sole right to advertise on the Internet, create or operate a Web site or sites, and use **CruiseOne®** as part of any domain name. CruiseOne exclusively owns all rights in such domain names and such other domain names as CruiseOne designates in the Operations Standards Manual. Without limiting the generality of the foregoing, Franchisee may maintain or operate a **CruiseOne®** social media page in accordance with CruiseOne's social media policy and guidelines contained in the Operations Standards Manual. However, Franchisee may not maintain or operate an independent website that directly or indirectly promotes the Franchised Business without obtaining CruiseOne's prior approval. Additional Internet policies are contained in the Operations Standards Manual.

ARTICLE 8. ACCOUNTING AND RECORDS

8.1. **Books and Records.** Franchisee shall create and maintain accurate and complete financial books, records, and reports in such form, with such content, and in such manner as CruiseOne may, from time to time, prescribe in the Operations Standards Manual. Franchisee shall, at the end of each month, zero-out its cruise and other travel bookings for that month. Franchisee shall provide copies of such books, records, and reports to CruiseOne at such intervals as CruiseOne may, from time to time, prescribe in the Operations Standards Manual or otherwise in writing. Franchisee's books, records, and reports must not contain information not relating to the Franchised Business. Franchisee shall preserve such books, records, and reports for at least six years (including the period after this Agreement expires or is sooner terminated) from the dates they were prepared.

8.2. **Review and Audit by CruiseOne.** At all reasonable times during the Term, and the six-year period beginning on the expiration or sooner termination thereof, and at CruiseOne's expense, CruiseOne and its representatives may examine and copy Franchisee's books and records relating to the Franchised Business, as well as inspect all cash-control devices and systems and conduct a physical inventory. At any time, CruiseOne may access Franchisee's Computer System relating to the Franchised Business to determine, among other things, sales activity and revenues. At any time, CruiseOne may also have an independent audit made of Franchisee's books and records relating to the Franchised Business.

ARTICLE 9. INSURANCE

9.1. **Types and Amounts of Coverage.** Throughout the entire Term, Franchisee shall purchase and maintain such types of insurance, in such amounts, and from such carriers as CruiseOne may require. Such insurance is in addition to any other insurance that may be required by applicable law, Franchisee's landlord, or otherwise. At a minimum, the Franchise shall obtain and maintain, at all times during the Term, errors and omissions insurance in the amount of at least \$1 million in the aggregate, and naming CruiseOne as additional insured, protecting and indemnifying Franchisee, its owners who work in the business, its general manager, each sales associate, and CruiseOne against any for damages to person or property. At any time, CruiseOne may adjust the amounts of coverage required under such insurance policies and require different or additional kinds of insurance, including excess liability insurance. The terms of this section are subject to Section 9.2.a below.

9.2. CruiseOne Provided Insurance.

a. In lieu of obtaining certain required insurance, CruiseOne may periodically offer the option, or impose the obligation, for Franchisee to be, included as an additional insured on CruiseOne's (or its affiliate's) insurance policies. In either case, Franchisee shall pay CruiseOne for the costs and expenses it incurs in connection therewith (and which may also include an administrative fee). This insurance coverage may be for amounts less than that which CruiseOne may require Franchisee to carry if it were to purchase it on its own. CruiseOne requires Franchisee to obtain and maintain errors and omissions coverage through it for an annual fee that Franchisee pays to CruiseOne. This allows Franchisee to be added to CruiseOne's or its affiliate's insurance policy. CruiseOne's annual fee is \$150 per person, which it may periodically change based on the costs of coverage, changes in risks, and other factors as CruiseOne deems

appropriate. CruiseOne has no obligation to continue offering such coverage.

b. If, for any reason, Franchisee fails to procure or maintain the insurance required by CruiseOne, CruiseOne may, but need not, obtain such insurance. If it does, Franchisee shall pay CruiseOne for such insurance coverage, together with any administrative fee CruiseOne charges for obtaining and administering such insurance.

ARTICLE 10. TRANSFER OF INTEREST

10.1. **Transfer by CruiseOne.** Without Franchisee's consent, CruiseOne has the absolute right to transfer or delegate any or all of its rights or obligations under this Agreement to any person.

10.2. Transfer by Franchisee.

a. **Personal Rights.** The rights and duties set forth in this Agreement are personal to Franchisee. CruiseOne grants franchises in reliance on Franchisee's business and personal skill, reputation, aptitude, and financial capacity. Accordingly, unless otherwise expressly permitted by this Agreement, without CruiseOne's prior consent, Franchisee may not sell, assign, convey, or otherwise dispose of—voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise—this Agreement or any direct or indirect interest in this Agreement or Franchisee (if Franchisee is an entity). For the purposes of this ARTICLE 10, the term "**transfer**" refers to any of the preceding actions.

b. **Consent.** CruiseOne may grant or withhold its consent to any proposed transfer in its discretion. CruiseOne shall not, however, unreasonably withhold its consent to a transfer of this Agreement, provided that the following conditions are satisfied:

- i. Franchisee delivers written notice to CruiseOne of the proposed transfer at least 30 days before it is to occur;
- ii. all of Franchisee's accrued monetary obligations have been paid;
- iii. all existing defaults under the Franchise Agreement have been cured;
- iv. the transferee must meet CruiseOne's then-current qualifications, which includes passing a background check as described below, and the transferee must successfully complete CruiseOne's training program;
- v. Franchisee and the transferee must execute such other agreements and instruments as CruiseOne may require in connection with the transfer, which may include a general release and otherwise comply with the provisions of this Section 10.2.b; and
- vi. Franchisee pays CruiseOne a transfer fee equal to \$3,500.

Any purported or attempted transfer by Franchisee—by operation of law or otherwise—in violation of this Agreement is null and void, and a material breach of this Agreement. Notwithstanding anything in this Agreement to the contrary, the transfer of this Agreement or any voting or ownership interest in Franchisee is void unless Franchisee, at its sole expense, conducts a criminal- and civil-background check on the transferee, using an investigation company that CruiseOne designates. If the background check indicates any criminal or immoral conduct of any nature, CruiseOne shall not permit the proposed transfer.

10.3. **No Encumbrance.** Franchisee may not create, permit, or suffer a lien against, nor pledge, mortgage, hypothecate, grant a security interest in, or in any manner encumber this Agreement or 25% or more of its other assets or the voting or ownership interests in Franchisee (or in any owner of Franchisee). Any of the acts described in the foregoing sentence is considered a transfer of an interest in this Agreement by Franchisee.

10.4. **Death or Disability.** If Franchisee (if Franchisee is an individual) or any individual who holds an ownership interest in Franchisee (if Franchisee is an entity) dies or becomes Disabled, such individual (or his or her legal representative) must, within 90 days of the date of death or Disability, transfer his or her interest in Franchisee (or in any of Franchisee's owners) to another owner of Franchisee or a third party, in accordance with CruiseOne's then current transfer requirements, which requirements shall include the provision by the transferee of all information requested by CruiseOne and the execution by the transferee of an assumption agreement, in form and substance satisfactory to CruiseOne, under which the transferee assumes all of the transferor's obligations under this Agreement.

10.5. **Right of First Refusal.** If Franchisee proposes to transfer this Agreement to any third party (other than an entity controlled by Franchisee), Franchisee must first offer to sell such interest to CruiseOne on the same terms and conditions as offered by such third party, except CruiseOne may substitute cash for any form of payment. Franchisee will obtain from the third party and provide CruiseOne a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If CruiseOne elects not to accept the offer within a thirty (30) day period, Franchisee will have a maximum period of sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 10.2.b hereof. Any material change

in the terms of the offer will be deemed a new proposal subject to CruiseOne's right of first refusal. So long as Franchisee has obtained CruiseOne's prior written consent, which will not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to Franchisor's first right of refusal.

ARTICLE 11. DEFAULT AND TERMINATION

11.1. Termination by CruiseOne—Without Notice. Upon the occurrence of any of following events, CruiseOne may immediately terminate this Agreement:

- a. Franchisee becomes insolvent or makes a general assignment for the benefit of creditors;
- b. a petition in bankruptcy is filed by Franchisee or such a petition is filed against or consented to by Franchisee and such petition is not dismissed within 45 days;
- c. Franchisee is adjudicated as bankrupt;
- d. a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee;
- e. a receiver or other custodian (permanent or temporary) of Franchisee's business or assets is appointed by any court of competent jurisdiction;
- f. proceedings for a composition with creditors under Federal or any state law is instituted by or against Franchisee;
- g. a final judgment in excess of \$5,000 remains unsatisfied or of record for 30 days or longer (unless a superseded bond is filed);
- h. execution is levied against Franchisee's operation or property, or suit to foreclose any lien or mortgage its assets is instituted against Franchisee and not dismissed within 45 days; or
- i. a substantial portion of Franchisee's real or personal property used in the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

Each of the foregoing events in Section 11.1 are material defaults under this Agreement. If CruiseOne elects to terminate this Agreement under this Section 11.1, it need not provide Franchisee with any notice or opportunity to cure. Within three days of the occurrence of any of the events enumerated in this Section 11.1, Franchisee shall provide written notice thereof to CruiseOne.

11.2. Termination by CruiseOne—After Notice. Upon the occurrence of any of the following events, without providing Franchisee with any opportunity to cure, CruiseOne may, by written notice, immediately terminate this Agreement:

- a. within seven days after CruiseOne delivers a Notice of Default, Franchisee fails to pay CruiseOne or any affiliate any amount due under this Agreement or any other agreement (including any Note);
- b. Franchisee fails to create or maintain the Designated Credit Card Account as required under Section 3.3;
- c. Franchisee or any of its owners made any material misrepresentation in obtaining the Franchise, including in any franchise application or certification submitted to CruiseOne;
- d. Franchisee abandons the Franchised Business or, for more than 7 consecutive days or 14 days in any 12-consecutive-month period, Franchisee ceases to conduct the Franchised Business; or Franchisee forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located;
- e. Franchisee, or any of its officers, directors, owners or sales associates commits, is convicted of, or pleads *nolo contendere* to, a felony, a crime of moral turpitude or any other crime or offense that CruiseOne believes is likely to have a material adverse effect on the System, the Proprietary Property, the goodwill associated with the Proprietary Marks, or CruiseOne's interest in any of the Proprietary Property;
- f. Franchisee denies CruiseOne the right to inspect the Franchised Business or to audit the sales and accounting records of the Franchised Business; or Franchisee denies or interferes with CruiseOne accessing its Computer System or retrieving or copying information stored therein;
- g. Franchisee engages in conduct that is deleterious to, or reflects unfavorably on, Franchisee, CruiseOne, or the System; or Franchisee engages in conduct that exhibits a reckless disregard for the physical or mental well-being of sales associates, customers, CruiseOne's representatives, or the public at large—such conduct includes battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse, or other forms of threatening, outrageous, or unacceptable behavior;
- h. any breach occurs under ARTICLE 10, including the transfer or attempt to transfer by any person, any of such person's rights or obligations under this Agreement without CruiseOne's prior consent, except as expressly permitted hereunder;
- i. any breach occurs under Sections 6.2 or 13.1, or any other provisions related to Confidential Information or noncompetition;
- j. Franchisee knowingly maintains false books or records, or knowingly submits any false reports or information to CruiseOne;
- k. Franchisee misuses or makes any unauthorized use of the Proprietary Property or otherwise engages in conduct that may

materially impair the good will associated with the Proprietary Property or CruiseOne's rights in the Proprietary Property;

l. during any 12-consecutive-month period, Franchisee receives from CruiseOne three or more Notices of Default— whether for the same or different defaults—notwithstanding that such defaults might have been cured;

m. Franchisee or any of its affiliates defaults under any other agreement with CruiseOne or any of its affiliates (including any franchise agreement) and CruiseOne or any of its affiliates terminates such agreement on account thereof; or

n. Franchisee fails to remit to CruiseOne one or more customer payments in accordance with this Agreement or deposits such payments in a bank account not authorized by CruiseOne; or Franchisee remits a customer payment directly to the travel supplier.

11.3. Termination by CruiseOne—After Notice and Right to Cure. In addition to the defaults specified in Sections 11.1 and 11.2, Franchisee is in default under this Agreement if it fails to comply with any other obligation or requirement imposed by this Agreement, as it may from time to time reasonably be revised or supplemented by the Operations Standards Manual. Except as otherwise provided in Sections 11.1 or 11.2 or elsewhere in this Agreement, Franchisee has 30 days after CruiseOne delivers a Notice of Default to cure any default described therein and provide evidence of cure satisfactory to CruiseOne. Except as otherwise provided in this Article, if any default described in a Notice of Default is not cured within such 30-day period—or such longer period as applicable law may require—without any further notice to Franchisee, CruiseOne may immediately terminate this Agreement. To the extent a cure for any default is permitted under this Agreement, Franchisee has the burden of proving it properly and timely cured any default.

11.4. Loss of Commission. Upon the termination of this Agreement pursuant to Sections 11.1, 11.2, 11.3 or 11.6, Franchisee loses its right to any commission due but not yet paid at the time of termination. CruiseOne may retain such commission for its own account. The foregoing is without prejudice to any other remedy to which CruiseOne may be entitled because of termination.

11.5. Suspending Performance. Without prejudice to any other remedy to which it may be entitled because of such default (including the right to subsequently terminate this Agreement on account thereof), CruiseOne may suspend performance of any of its obligations under this Agreement—including any obligation to provide Franchisee with the intranet *BusinessCenter*, *MyCruiseControl* reservation system, or software access or support—for any period during which it is in default of any of its obligations hereunder. CruiseOne's exercise of the foregoing right does not preclude it from subsequently electing or seeking any other remedy to which it may have been entitled on account of the default for which it initially suspended performing its obligations.

11.6. Franchisee's Termination Right. Franchisee may terminate this Agreement before the expiration of the one-year period beginning on the Effective Date, but only if it satisfies all the following conditions:

- a. it has strictly complied with all its obligations under this Agreement and any other agreement with CruiseOne (including any Note);
- b. it pays CruiseOne and all its vendors, all amounts payable to them under or in connection with this Agreement (including any amounts payable under any Note), whether or not then due and payable; and it provides CruiseOne, before the expiration of that one- year period, with at least 30-days' prior written notice of its intention to terminate this Agreement.

ARTICLE 12. OBLIGATIONS OF THE FRANCHISEE UPON TERMINATION OR EXPIRATION

Upon the expiration or sooner termination of this Agreement, all rights granted under this Agreement to Franchisee terminate immediately, and the sections of this ARTICLE 12 apply to the rights and obligations of the parties.

12.1. Cease Operations. Franchisee shall immediately cease operating the Franchised Business. Thereafter Franchisee shall not, directly or indirectly, use any of the Proprietary Property. Nor may Franchisee represent himself or herself as a present or former franchisee of CruiseOne (except to the extent required by federal or state franchise-registration and -disclosure laws) or in any other way affiliate itself, himself, or herself with the System. Franchisee shall immediately cease using all stationery, signage, and any other materials containing the Proprietary Marks. The Franchise shall not use any reproduction or colorable imitation of the Proprietary Marks, imitate any methods of operation, or undertake any other conduct that is likely to cause confusion, mistake, or deception, or that is likely to dilute CruiseOne's rights in and to the Proprietary Marks. Franchisee shall not at any time after expiration or termination use or attempt to register (or assist any third party to do the same) any trademarks, service marks, or other commercial symbol that is the same as or similar to any of the Proprietary Marks, nor any mark with conceptual, phonetic or graphic similarity to those of CruiseOne or its affiliates. In addition, Franchisee shall not use any designation of origin or description or representation that falsely suggests or represents an association or connection with CruiseOne, or any of its affiliates. Any such action undertaken by Franchisee is considered unfair competition. Franchisee shall also immediately cease using any telephone numbers for the Franchised Business used at any time before such expiration or termination.

12.2. Payment of Outstanding Amounts. Except for refunds expressly required hereunder, CruiseOne may retain all fees paid under this Agreement. In addition, within 10 days after the effective date of termination or expiration (or such later date(s) as it is determined that amounts are due to CruiseOne), Franchisee shall pay CruiseOne all Royalty Fees, amounts owed for products or services Franchisee purchased from CruiseOne or its affiliates, and all other unpaid amounts Franchisee owes to CruiseOne or its affiliates (including under any Note, whether or not then due and payable).

12.3. Return of Materials. At its expense, Franchisee shall immediately turn over to CruiseOne at its then current headquarters all tangible and intangible Proprietary Property (together with all copies and any other forms of reproductions of such materials) in Franchisee's possession or control. All such Proprietary Property (as well as copies and reproductions thereof) are CruiseOne's exclusive property. Franchisee shall immediately destroy all Confidential Information and other Proprietary Property residing on the Computer System or on other electronic, optical, or other data-storage devices.

12.4. Notice of Pending Bookings. Within two business days after the expiration or sooner termination of this Agreement, Franchisee shall provide CruiseOne with written notice containing the name, address, telephone number, location and payment status pertaining to each reservation then outstanding not under final payment. Franchisee shall complete all bookings in progress at the time of expiration or termination of this Agreement in the manner provided in the Operations Standards Manual or as CruiseOne otherwise provides in writing.

12.5. Bookings Pending at Expiration. If this Agreement expires and, at all times during the Term, Franchisee has complied with the terms of this Agreement, CruiseOne may, in its discretion, permit Franchisee to transfer its outstanding reservations not under final payment to a bona-fide commercial travel retailer that is duly licensed, registered to conduct business, and recognized as an existing vendor by each travel supplier holding a qualified reservation. In no event, however, will CruiseOne permit such a transfer unless Franchisee submits a written request therefor, together with the written notice required under Section 12.4, before expiration, and a payment to CruiseOne equal to 3% of the commissionable sales price for all reservations to be transferred, as well as payment for any other amounts then due and payable to CruiseOne. CruiseOne will not, however, permit such a transfer of any reservation under final payment.

12.6. Bookings Pending at Termination. If this Agreement is terminated for any reason before its natural expiration, all Franchisee's reservations pending at such time become CruiseOne's and CruiseOne need not pay Franchisee for such reservations. In such event, Franchisee shall provide such assistance in transferring the reservations to CruiseOne as CruiseOne may require. Nothing contained in this Section 12.6 releases Franchisee from its obligation to pay CruiseOne outstanding amounts due at the time of termination.

12.7. Liquidated Damages for Premature Termination. Upon termination of this Agreement pursuant to Sections 11.1, 11.2 or 11.3, Franchisee shall pay CruiseOne a lump-sum payment equal to the sum of:

- a. the product of (i) the Service Fee in effect as of the date of termination times (ii) the lesser of (1) the number of full months remaining in the Term had it naturally expired and not been terminated or (2) 12. If pursuant to Section 3.1.c the Service Fee is not yet in effect as of the date of termination, the Service Fee shall be deemed to be \$150 per month for the purpose of calculating the payment required by this Section 12.7.a; plus
- b. the total of all Royalty Fees for the following applicable period:
 - i. If the Franchised Business has been operating for 12 months or more and as of the date of termination there are more than 12 months remaining in the Term had it naturally expired and not been terminated, the 12-calendar months of operating the Franchised Business preceding Franchisee's default;
 - ii. If the Franchised Business has been operating for 12 months or more and as of the date of termination there are less than 12 months remaining in the Term had it naturally expired and not been terminated (the number of such remaining months, the "Remaining Months"), the period of months (and any portion thereof) the Franchised Business has been operating preceding Franchisee's default equal to the number of Remaining Months; or
 - iii. if the Franchised Business has been operating for less than 12 months as of the date of termination, the period of time the Franchised Business has been operating preceding the default, projected on a 12-calendar-month basis.

CruiseOne may elect not to collect this payment in cases of hardship as deemed appropriate by CruiseOne in its discretion. This payment constitutes liquidated damages for causing the premature termination of this Agreement and not a penalty. A precise calculation of the full extent of damages that CruiseOne will incur if this Agreement terminates because Franchisee defaults or otherwise abandons the Franchised Business cannot be reasonably determined. Nevertheless, Franchisee acknowledges that the lump-sum payment provided under this Section 12.6 is reasonable in light of the damages for premature termination that CruiseOne may

reasonably be expected to incur in such event. This sum is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. This sum does neither represent a price for the privilege of not performing nor does its payment represent an alternative manner of performance. Accordingly, as a purely liquidated damage provision, this Section 12.6 does not preclude, nor is inconsistent with, a court granting CruiseOne specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. CruiseOne's rights to liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

ARTICLE 13. INDEPENDENT COVENANTS OF THE FRANCHISEE

13.1 Diversion of Business; Competition and Interference With CruiseOne.

a. CruiseOne would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among the franchisees within the System if franchisees were permitted to hold interests in any Competitive Business. Accordingly, during the Term, neither Franchisee nor any of its owners, officers, or directors or any of their respective Significant Others (Franchisee and all such other persons, collectively, the "**Restricted Parties**" and, individually, a "**Restricted Party**") shall, directly or indirectly:

- i. attempt to induce (by combining or conspiring with, or attempting to do so), or influence in any other manner any of CruiseOne's Business Affiliates to terminate or modify his, her, or its business relationship with CruiseOne or to compete against CruiseOne;
- ii. as owner, officer, director, employee, agent, lender, lessor, broker, consultant, franchisor, franchisee, or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business wherever located (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation); or
- iii. in any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize the business of CruiseOne or any of its other franchisees.

b. During the 12-month period beginning on the expiration or sooner termination of this Agreement, no Restricted Party may, directly or indirectly:

- i. attempt to induce (by combining or conspiring with, or attempting to do so), or influence in any other manner any of CruiseOne's Business Affiliates to terminate or modify his, her, or its business relationship with CruiseOne or to compete against CruiseOne;
- ii. as owner, officer, director, employee, agent, lender, lessor, broker, consultant, franchisor, franchisee, or in any other similar capacity whatsoever be connected in any manner with the ownership, management, operation or control, or conduct of a Competitive Business within 50 miles of the Contact Location or the premises of any other CruiseOne/Dream Vacations franchise (this restriction, however, does not apply to a 5% or less beneficial interest in a publicly-held corporation); or
- iii. in any manner interfere with, disturb, disrupt, impair, diminish, or otherwise jeopardize the business of CruiseOne or any of its other franchisees.

c. Both during and after the Term, none of the Restricted Parties may disparage, by any means or via any medium, either CruiseOne or its affiliates or any of their respective officers, directors, stockholders, employees, or representatives, or any aspect of the CruiseOne System or chain.

d. Franchisee for itself, and each of the other Restricted Parties, acknowledges and confirms that the scope of activities prohibited in this ARTICLE 13, as well as the length of the term and geographical restrictions contained therein, are necessary to protect CruiseOne's legitimate business interests and are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. If any court finally holds that the time or territory for or to which this ARTICLE 13 applies or the scope of activities prohibited thereunder—or that any provision stated in this Section—constitutes an unreasonable restriction upon Franchisee, the provisions of this Agreement are not thereby rendered void, but apply as to time and territory or to such other extent as such court finally concludes or indicates is a reasonable restriction under the circumstances. The time periods set forth in this ARTICLE 13 are suspended during any period in which any Restricted Party is breaching any of its terms or involved in a legal action or proceeding challenging the validity or enforceability thereof. Without Franchisee's consent, CruiseOne, in its discretion, may reduce the scope of any covenants set forth in this ARTICLE 13. Any such reduction is effective immediately upon CruiseOne's delivery of written notice. Franchisee shall comply immediately with any covenant as so modified. Such modified covenant is fully enforceable to the extent permitted by applicable law.

e. If any Restricted Party breaches any of the provisions of Sections 13.1.a, 13.1.b, or 13.1.c (the "**Noncompete Provisions**"), the damages that CruiseOne will suffer are impossible to determine with reasonable certainty. To eliminate such uncertainty, the parties have agreed that in the event of such a breach by a Restricted Party, Franchisee shall pay CruiseOne Preagreed Damages. This sum is not a penalty and is intended by the parties only as a compensatory remedy for past breaches and not as a preventative remedy to deter future breaches. Nor does this sum represent a price for the privilege of not performing or as payment of an alternative manner of

performance. Accordingly, as a purely liquidated damage provision, this Section 13.1.e does not preclude, nor is it inconsistent with, a court granting CruiseOne specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. **"Preagreed Damages"** means 25% of the sales earned (directly or indirectly) by any Competitive Business as a result of Restricted Party's breach of any of the Noncompete Provisions.

f. Pursuant to Subsection (1)(f) of Florida Statute 542.335 ("Valid Restraints of Trade or Commerce"), CruiseOne's assignees and successors are expressly authorized by Franchisee and Cruise One to enforce the restrictive covenants in this ARTICLE 13.

The foregoing covenants in this ARTICLE 13 are to be construed as independent of any other covenant or provision of this Agreement. The existence of any claim Franchisee may have against CruiseOne or any of its affiliates (regardless of whether arising from this Agreement) is not a defense to the enforcement of the foregoing covenants against Franchisee.

ARTICLE 14. INDEPENDENT CONTRACTOR; INDEMNIFICATION; APPROVALS; NO REPRESENTATIONS

14.1. Independent Status. This Agreement does not create a fiduciary relationship between the parties to this Agreement. Franchisee is an independent contractor. Nothing in this Agreement constitutes either party an agent, legal representative, subsidiary, joint venturer, partner, employee, affiliate or servant of the other party for any purpose whatsoever. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on CruiseOne's behalf. Franchisee may not incur any debt or other obligation in CruiseOne's name. Franchisee shall take such affirmative action as CruiseOne requests to disclose to the public that Franchisee is an independent contractor. Such actions may include placing and maintaining a plaque in a conspicuous place within the Contact Location and a notice on all stationery, business cards, sales literature, contracts, and similar documents that states that the Franchised Business is independently owned and operated by Franchisee. The content of such plaque and notice is subject to the prior written approval of CruiseOne.

14.2. Indemnification. Franchisee shall indemnify CruiseOne from any and all actions, judgments, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees and costs, even if incident to appellate, post judgment, or bankruptcy proceedings) to which CruiseOne becomes subject or that it incurs arising from or relating to claims brought by third parties relating in any manner to Franchisee's ownership or operation of the Franchised Business (including any default under this Agreement). In no event, however, need Franchisee indemnify CruiseOne for any matter caused directly by CruiseOne's gross negligence or intentional misconduct. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity continues in full force and effect.

14.3. Approvals. Except as expressly provided to the contrary in this Agreement, CruiseOne makes no representations, warranties, or guarantees upon which Franchisee may rely. Whenever CruiseOne's consent, authorization, approval, or other satisfaction (collectively, "Approval") is required under this Agreement, unless such Approval is in writing and signed by a duly authorized executive officer, such Approval is not binding upon CruiseOne. No other officer, employee, or agent of CruiseOne has authority to execute Approval on behalf of CruiseOne. CruiseOne's Approval, whenever required, may be withheld if any default by Franchisee exists under this Agreement. Unless the Agreement expressly states otherwise, any Approval of CruiseOne under or arising out of this Agreement shall be granted or withheld in its discretion and judgment. Further, any Approval provided by CruiseOne under or arising out of this Agreement (including the approval of a Site or the approval of suppliers) is not, directly or indirectly, a representation or warranty (including whether the Franchised Business will be profitable or whether Franchisee's sales will attain any predetermined levels) relating to the subject of such Approval. Such Approval is an expression only that CruiseOne's minimum requirements for CruiseOne to grant it have been met, or waived, in CruiseOne's discretion. Additionally, Franchisee shall not claim that the provision or withholding of any Approval by CruiseOne imposes any liability on CruiseOne.

ARTICLE 15. MEDIATION

15.1. Mediation. Any party seeking formal resolution of a Dispute shall, before any legal action or proceeding may be commenced, submit the Dispute to nonbinding mediation before the CPR Institute for Dispute Resolution ("CPR") in accordance with its national franchise-mediation program. If CPR is unable to conduct the mediation, the Dispute may be submitted to the American Arbitration Association or any other mutually agreeable mediator. In the event of any such mediation, all parties thereto shall execute a confidentiality agreement reasonably satisfactory to CruiseOne. Each party bears its own costs with respect to the mediation. The fee for the mediation, however, will be split equally. The provisions of this Section are to be construed as independent of any other covenant or provision of this Agreement. But if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court is to modify or interpret such provisions to the minimum extent necessary to have them comply with the law. The provisions of ARTICLE 15 concerning mediation are self-executing and remain in full force and effect after the expiration or sooner termination of this Agreement. Mediation must take place in Broward County, Florida. All references to the "Franchisee" and to "party" or "parties" in ARTICLE 15 include Franchisee's owners and the Restricted Parties.

15.2. Exceptions to Mediation; Equitable Relief.

Notwithstanding anything in this Agreement to the contrary, the obligation to mediate is not binding upon either party with respect to any of the following matters:

- i. claims relating to the Proprietary Property;
- ii. claims relating to Franchisee's obligations upon termination or expiration of this Agreement;
- iii. claims relating to any transfer of an interest in Franchisee, the Franchised Business or its assets, or this Agreement restricted under this Agreement;
- iv. claims relating to actions that may impair the goodwill associated with the Proprietary Marks; or
- v. matters involving danger, health, or safety involving Franchisee, its sales associates or customers, or the public.

The Franchised Business is intended to be one of a large number of businesses identified by the Proprietary Marks selling the public the products and services associated with the Proprietary Marks. Consequently, a single franchisee's failure to comply with the terms of its franchise agreement is likely to cause irreparable damage to CruiseOne, and damages at law would, therefore, be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of any of the terms of the Agreement by Franchisee concerning any matters referenced in Subsection 15.2.a, CruiseOne may seek an injunction restraining such breach or a decree of specific performance (together with recovery of reasonable attorneys' fees and costs incurred in obtaining such equitable relief). It may do so without demonstrating or proving any actual damage. The foregoing equitable remedies are in addition to all other rights or remedies to which CruiseOne may otherwise be entitled because of any breach of this Agreement by Franchisee. CruiseOne may seek such relief without posting any bond or security. But if a court of competent jurisdiction, nevertheless, requires a bond or security, a bond or security in the sum of \$1,000 is sufficient. Notwithstanding anything in this Agreement to the contrary, CruiseOne may seek injunctive relief in any jurisdiction that has jurisdiction over Franchisee.

ARTICLE 16. TERM

Unless sooner terminated under ARTICLE 11, the Term of this Agreement begins on the Effective Date and expires on the fifth anniversary thereof. Upon the expiration of this Agreement, CruiseOne may in its discretion, grant Franchisee an option to enter a successor franchise agreement. If CruiseOne elects not to grant such an option, it will notify Franchisee at least 60 days before the Term expires.

ARTICLE 17. DEFINITIONS

17.1. **Definitions.** For the purposes of this Agreement, the following terms have the following meanings:

"Affiliate" or "affiliate" means, with respect to a corporation or other business entity, any person controlling, controlled by, or under common control with that corporation or business entity. With respect to an individual, affiliate means that individual's immediate family members, as well as such immediate family members' Significant Others, and the corporations or other business entities such individual and his or her family members, directly or indirectly, Control. **"Control"** means the ownership of more than 50% of the outstanding ownership or voting interests in an entity.

"Agreement" means this Franchise Agreement, as it may be amended, supplemented, or otherwise modified in accordance with Section 18.2.

"Annual Commissionable Sales" has the meaning set forth in Section 3.1.b.i. **"Mandatory Initial Training"** has the meaning set forth in Section 2.1.a.

"Business Affiliate" means any of CruiseOne's, or any of its affiliates, officers, directors, agents, consultants, representatives, contractors, suppliers, distributors, franchisees, licensees, or other business contacts.

"intranet BusinessCenter" has the meaning set forth in Section 2.6.

"Competitive Business" means a business that is engaged wholly or partially, directly or indirectly, in any business operating, or granting licenses or franchises to others to operate, a retail travel-agency business (including any full service agency or specialty

agency) or any other business that provides the same or similar services that are customarily offered by CruiseOne/Dream Vacations franchisees.

"Computer System" means the computers and computer hardware, software, and peripherals and related services (including high-speed Internet service and dedicated telephone lines) that Franchisee must purchase, install, and use in accordance with the Operations Standards Manual.

"Confidential Information" means any knowledge, know-how, technologies, processes, techniques, and any other information that CruiseOne designates as confidential, proprietary, or trade secrets or that is not readily available in the public domain through any breach of duty to CruiseOne. Confidential Information includes the Operations Standards Manual, as well as any information relating to CruiseOne's marketing plans, business strategies, methods, and competitive information (including lists of franchise owners or associates, their phone numbers, addresses or email addresses, pricing structure and arrangements with travel suppliers, and similar proprietary information relating to travel sales).

"Contact Location" means the physical address of the Franchised Business as set forth in Schedule 1.2, which may be an office, home office, storefront, or mail stop or virtual mailbox with a physical address; provided, that, post-office boxes are not permissible.

"MyCruiseControl reservation system" has the meaning set forth in Section 2.6. **"Designated Credit Card Account"** has the meaning set forth in Section 3.3.

"Disabled" or **"Disability"** means the inability of an individual, as a result of any cause, to perform his or her obligations under this Agreement for a continuous period of more than 90 consecutive days or for a period of more than 90 days in any 180-day period.

"Dispute" means any dispute or disagreement arising between the parties to this Agreement, including any dispute or disagreement in any way related to or arising out of this Agreement (including any dispute relating to the arbitrability of any provision hereunder), CruiseOne's offer, sale, or negotiation of a **CruiseOne**® franchise, or the relationship of the parties arising therefrom or from entering this Agreement, or any claim that this Agreement, or any part hereof, is invalid, illegal, nonarbitrable, or otherwise voidable or void.

"Due Amount" means any amount due under or in connection with this Agreement that Franchisee must pay CruiseOne.

"Effective Date" means the date the parties are entering this Agreement, which date is set forth adjacent to the parties' signatures below. If the parties sign this Agreement on different dates (or if either party does not fill in a date below), the Effective Date will be the date that this Agreement was signed by CruiseOne.

"FDD" means CruiseOne's Franchise Disclosure Document and all exhibits and supplements thereto current at the time delivered to Franchisee.

"Franchise Owner" means: (a) if Franchisee is an individual, such individual; (b) if Franchisee is a corporation, the individual who owns a majority of the voting and ownership interests in such corporation; (c) if Franchisee is a partnership, any individual who is—or owns a majority of the voting and ownership interests in an entity that is—a general partner of such partnership; or (d) if Franchisee is a limited liability company, the individual who owns a majority of the voting and ownership interests in such limited liability company.

"Franchised Business" means the **CruiseOne** cruise and limited-travel sales business Franchisee is authorized to establish and operate under this Agreement.

"Initial Franchise Fee" has the meaning set forth in Section 3.1.a.

"Manager" means the Franchise Owner unless CruiseOne otherwise agrees in writing.

"Operations Standards Manual" means all manuals, and any revisions thereto, prepared for the internal use of the Franchised Business currently or subsequently produced by, or for the benefit of, CruiseOne and loaned to Franchisee.

"Notice of Default" means a written notice briefly describing any default under this Agreement.

"Opening Date" means the date on which the Franchised Business is first opened for business to the general public.

"Proprietary Marks" means the service mark **CruiseOne®** and all other trademarks, service marks, trade names, logos and commercial symbols that CruiseOne authorizes from time to time as part of the System.

"Proprietary Property" means the Proprietary Marks, Confidential Information, and copyrighted information of CruiseOne or its affiliates that Franchisee may use under this Agreement.

"Royalty Fee" means, collectively, the Insurance Royalty Fee and the Sales Royalty Fee.

"Significant Other(s)" means, with respect to any person, any individual of majority age residing in the same household as:
(a) such person (if such person is an individual); or (b) any individual who holds an ownership interest in such person (if such person is an entity).

"Service Fee" has the meaning set forth in Section 3.1.c.

"System" means CruiseOne's system for developing and operating a cruise and limited travel-sales business. The System includes specific standards and procedures and Proprietary Property—all of which may be improved, further developed, or otherwise modified as well as those features described in this Agreement.

"Term" means the term of the Agreement described in ARTICLE 16.

17.2. Other Definitional Provisions.

a. **"Including (include)"** means "including (include), without limitation." **"Or,"** as in "A or B," means "A or B or both." **"Herein," "hereunder,"** and **"hereof"** refer to this Agreement, and not to the specific section in which that term occurs.

b. The term **"person"** includes any corporation, partnership, limited liability company, estate, trust, association, branch, bureau, subdivision, venture, associated group, individual, government, institution, instrumentality, and other entity, enterprise, association, or endeavor of every nature and kind.

ARTICLE 18. GENERAL PROVISIONS

18.1. Entire Agreement. This Agreement, together with any other written agreement expressly referenced herein, represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, understandings, and representations, if any, made by and between the parties. No representation, inducement, promise, or agreement, oral or otherwise, if any, not embodied in this Agreement or any other written agreement expressly referenced herein, is of any force and effect. This Section 18.1 does not supersede any certifications that the Franchisee made to Franchisor, pursuant to any certification form that Franchisor provided, with respect to Franchisee's (or its affiliates) right to enter this Agreement or provide any services in connection with operating the Franchised Business. ***Nothing in this Section 18.1 is intended to disclaim, or require Franchisee to waive reliance on, any representation made in the FDD that CruiseOne has provided it, except with respect to specific contract terms and conditions set forth in the FDD that Franchisee has voluntarily waived during the course of franchise-sale negotiations.***

18.2. Amendments. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought and making specific reference to this Agreement. With respect to CruiseOne, only a duly authorized executive officer of CruiseOne has the authority to execute any amendment on behalf of CruiseOne. None of CruiseOne's other officers, employees, or agents have authority to execute any amendment. This Section is subject to the terms of Sections 18.3 and 18.6.

18.3. Modification of the System. FROM TIME TO TIME AFTER THE AGREEMENT DATE, CRUISEONE MAY CHANGE OR MODIFY THE SYSTEM (INCLUDING THE TYPES OF GOODS AND SERVICES OFFERED BY THE FRANCHISED BUSINESS). THE FRANCHISEE SHALL ACCEPT, AND IS BOUND BY, SUCH CHANGES TO AND MODIFICATIONS OF THE SYSTEM AS IF THEY WERE PART OF THIS AGREEMENT AT THE TIME IT WAS EXECUTED. THE FRANCHISEE SHALL MAKE ALL SUCH EXPENDITURES AS CRUISEONE MAY REASONABLY REQUIRE TO TIMELY AND EXPEDITIOUSLY IMPLEMENT AND COMPLY WITH SUCH CHANGES OR MODIFICATIONS.

18.4. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns.

18.5. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier service, mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties at their respective addresses set forth adjacent to their respective signatures below or to such other address as that party may designate by notice complying with the terms of this Section 18.5. Each such notice is deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission, with confirmed answer back if by facsimile or e-mail; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities or courier service as not deliverable, as the case may be, if mailed or couriered.

18.6. Severability. If any provision of this Agreement, or any other agreement entered into under this Agreement, is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision is inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement is not invalidated thereby and is to be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision has the meaning that renders it valid and enforceable.

18.7. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, does not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. A waiver by any party of any breach of any provision of this Agreement is not to be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case, of itself, entitles such party to any other or further notice or demand in similar or other circumstances.

18.8. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*), this Agreement and any other agreement relating thereto, and all transactions contemplated hereby and thereby, as well as any Dispute, are governed by, and are to be construed and enforced in accordance with, the internal laws of Florida, without regard to its conflict-of-laws principles. NOTWITHSTANDING THE FOREGOING, ANY STATUTES IN THE FOREGOING JURISDICTION REGULATING THE OFFER OR SALE OF FRANCHISES, BUSINESS OPPORTUNITIES, OR SIMILAR INTERESTS OR GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, OR BETWEEN CRUISEONE AND THE FRANCHISEE'S GUARANTORS AND OWNERS, IF ANY, DO NOT APPLY UNLESS THEIR RESPECTIVE JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

18.9. Jurisdiction and Venue. A substantial portion of the negotiations, anticipated performance, and execution of this Agreement occurred or will occur in Broward County, Florida. Therefore, subject to the provisions of ARTICLE 15, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to any Dispute must be brought only in the courts of record of the State of Florida in Broward County or the District Court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action, or proceeding; (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Florida.

18.10. Waiver of Punitive Damages Claims. EXCEPT AS SET FORTH IN SECTION 13.1.G, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES MUTUALLY AND WILLINGLY WAIVE ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, EACH IS LIMITED TO RECOVERING ONLY THE ACTUAL DAMAGES IT SUSTAINS.

18.11. Waiver of Jury Trial. THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE—INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD-PARTY CLAIMS AND INTERVENOR'S CLAIMS—WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

18.12. Remedies Cumulative. Except as otherwise expressly provided in this Agreement, no remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy is cumulative and is in addition to every

other remedy given under this Agreement or , subject to any choice of law provided in this Agreement, now or later existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy under this Agreement precludes any other or further exercise of such right, power, or remedy.

18.13. **Effectiveness; Counterparts.** This Agreement is not effective or binding or enforceable against CruiseOne until it is accepted by CruiseOne and executed by a duly authorized executive officer. No other officer, employee or agent of CruiseOne has authority to accept or execute this Agreement on behalf of CruiseOne. Franchisee is advised not to incur any expenses with respect to opening the Franchised Business until Franchisee has received a final executed copy of this Agreement from CruiseOne's home office executed by its President. This Agreement may be executed in two or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of execution by facsimile, or scanned and e-mailed, signature page is binding upon any party so confirming.

18.14. **Interpretation.** Each of the parties has been or has had the opportunity to have been represented by their own counsel throughout the negotiations, as well as at the execution of this Agreement and all the other documents executed incidental to this Agreement. Therefore, either while this Agreement is effective or after its expiration or sooner termination, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter thereof.

18.15. **Survival.** All CruiseOne's and Franchisee's respective obligations that expressly or by their nature survive the expiration or sooner termination of this Agreement continue in full force and effect subsequent to and notwithstanding its expiration or termination. Such obligations continue in full force and effect until they are satisfied or by their nature expire.

18.16. **Force Majeure.** CruiseOne is not liable for loss or damage, or deemed in breach of this Agreement, if its failure to perform its obligations results from any of the following causes: (a) telecommunications and utilities interruptions (including loss of Internet and electrical service), computer malfunctions (including malfunctioning computer hardware and software and peripherals), extreme weather and climatic conditions (including hurricanes, cyclones, and flooding), transportation shortages or inadequate supply of equipment, merchandise, labor, material, or energy; (b) compliance with any applicable law; (c) war, acts of terrorism, strikes, natural disaster, or acts of God; or (d) any other cause beyond its reasonable control. Any delay in CruiseOne's performance resulting from any of said causes extends the time for performance accordingly or excuses performance, in whole or in part, as may be reasonable. Without limiting the generality of the foregoing, Franchisee acknowledges that services involving, or depending upon, computers or the Internet may be unreliable and that service interruptions thus will occur even in the exercise of the greatest care. Accordingly, CruiseOne disclaims any representations, warranties, and covenants—express or implied—that the services it is obligated to perform that involve, or depend upon, using computers, software, or the Internet will be provided free from interruption or malfunction.

18.17. **Performance Right.** If Franchisee defaults in performing any of its obligations under this Agreement, CruiseOne has the right (but not the duty) to perform Franchisee's obligations. If it does, Franchisee shall immediately reimburse CruiseOne for the actual costs of so performing.

18.18. **Joint and Several Liability; Joinder.** If Franchisee is an individual, then Franchisee and Franchisee's spouse, if applicable, must sign the Joinder agreement below. If Franchisee is an entity, then all Franchisee's legal and beneficial owners, as well as their spouses, will execute the Joinder agreement set forth below. By doing so, each person agrees, among other things, that he or she is bound by all the terms of this Agreement as if he or she were the Franchisee thereunder and agrees that he or she is jointly and severally liable with the others and Franchisee for all Franchisee's obligations under this Agreement. The parties are executing and delivering this Agreement on the Effective Date.

Remainder of page left intentionally blank.

The parties are duly executing and delivering this Agreement on the Effective Date.

CRUISEONE:

CruiseOne, Inc.

By: _____
(signature)

Print Name: Drew Daly
Title: Senior Vice President/General Manager
Company Address: 1201 W Cypress Creek Rd, Suite 100,
Ft Lauderdale, Florida 33309-1955
Facsimile: 954-958-3697
Email: contractadministration@wth.com
Date: _____

THE FRANCHISEE:

Insert Franchisee name below *(complete blank immediately below with a company name only if Franchisee is a company instead of an individual)*:

By: _____
(signature)

Print Name: _____
Title *(complete only if a Company name is filled in above)*: _____

By: _____
(signature)

Print Name: _____
Title *(complete only if a Company name is filled in above)*: _____

Franchisee Address: _____

Facsimile: _____

Email: _____

Date: _____

JOINDER

The parties signing below constitute all Franchisee's beneficial and legal owners, as well as their spouses. Each of such parties agrees that he or she is jointly and severally liable with each other and Franchisee for all Franchisee's obligations under this Agreement, and is personally bound by all the terms thereof as if he or she were Franchisee thereunder.

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

(signature)
Print Name: _____
Ownership Percentage: _____%

SCHEDULE 1.1 GRANT/FRANCHISEE LEVEL

Franchisee is a Level ____ Franchisee.

SCHEDULE 1.2

LOCATION OF THE FRANCHISED BUSINESS/ DESCRIPTION OF THE CONTACT LOCATION

The Contact Location is _____.

EXHIBIT 3.1.A NOTE AND GUARANTY

(SEE ATTACHED.)

Exhibit 3.1.a.
PROMISSORY NOTE

U.S. \$ _____

Date: __, ____, 20

Maturity Date: _____

FOR VALUE RECEIVED, the undersigned ("**Maker**"), hereby promises to pay to the order of CRUISEONE, INC. ("**Payee**"), at 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955 (or at such other place or places as Payee may designate in writing, from time to time), the principal sum set forth above, or such lesser sum outstanding at the time when payment is due under this promissory note (the "**Note**"), in lawful money of the United States of America, together with interest due and payable thereon (collectively, the "**Debt**", if any, from and at the times and at the rates hereinafter provided.

Maker shall pay interest on the principal balances from time to time outstanding from the date hereof at a rate of interest equal to the Prime Rate, plus 6%. The "**Prime Rate**" is the "Prime Rate" reported in the "Money Rates" section of the Wall Street Journal (or any comparable interest index that Payee may select) on the date of this Note set forth above. Maker shall pay the entire principal amount of the Debt on the Maturity Date set forth above--together with accrued interest. Maker shall make principal and interest payments in equal monthly installments of \$ _____, on the 30th of each month, beginning with the month of the date of this Note set forth above.

Upon the Maturity Date, the interest rate under this Note is the lesser of (i) 18% per year or (ii) the maximum rate of interest permitted by applicable law (the "**Default Interest Rate**") and is due and payable ON DEMAND.

Payee may require Maker to pay amounts due under this Note by electronic funds transfer or by authorizing Maker to debit Payee's credit card or bank account. If it does so require, Payee shall promptly take any actions and execute any documents that may be necessary to implement the required manner of payment and otherwise make or authorize such payments in the manner Payee directs.

Upon the occurrence of an Event of Default (defined below), Payee may declare the entire principal amount outstanding hereunder, together with all interest accrued thereon, immediately due and payable. Upon such declaration, interest immediately begins to accrue on all principal balances due under this Note at the Default Interest Rate.

If any of the following events occur (each an "**Event of Default**"), Maker is in default under this Note:

- a) Maker fails to pay any installment of principal or interest when due or fails to timely pay or perform any of its other obligations under this Note;
- b) Maker defaults under the franchise agreement (the "**Franchise Agreement**") it is entering with Payee simultaneously with issuing this Note, or any other agreement with Payee or any of its affiliates, subject to any notice and cure period provided under such agreements;
- c) Maker transfers (as said term is defined in the Franchise Agreement) or otherwise assigns the Franchise Agreement or any interest therein or in Maker if Maker is a business entity (whether or not Payee consents thereto);
- d) if Maker—or any person signing on Maker's behalf—is an individual, such individual dies or becomes incapacitated; or, if Maker is a partnership, any partner dies; or if Maker—or any person signing on Maker's behalf or owning more than 50% of the ownership or voting interests in Maker—is an entity, and such entity dissolves;
- e) Maker makes any assignment for the benefit of creditors;
- f) Maker becomes insolvent or fails to pay its debts as and when they become due and payable;
- g) Maker is adjudicated bankrupt; or
- h) Any person files an action—voluntary or involuntary—for the purpose of declaring Maker bankrupt or insolvent or for the purpose of subjecting Maker to reorganization, receivership or dissolution.

Maker and all endorsers and guarantors of this Note, if any, hereby waive valuation and appraisal, demand, presentment, notice of non-payment, dishonor and protest. If suit is brought for the collection of this Note, or if it is necessary to place this Note in the hands of a collection agency or an attorney for collection—whether or not suit is instituted—Maker and all endorsers and guarantors of this Note, if any, shall pay reasonable collection and attorney's fees for undertaking such collection to Payee.

Attorney's fees include all fees and costs incident to any appellate, post-judgment, and bankruptcy proceedings that may result. Amounts due under this paragraph are treated as added to the principal amount due under this Note—with interest accruing thereon at the Default Interest Rate—and are due and payable on demand.

Broward County, Florida, is the proper and exclusive jurisdiction and venue for any proceedings arising out of this Note. Maker hereby consents—and waives all right to object—to the jurisdiction and venue of the federal and state courts closest to such location. Payee, however, may pursue any remedies in any jurisdiction and venue in which Maker is located. The provisions of this Note are governed by and must be interpreted and construed according to the internal laws of the State of Florida, without regard to principles of conflicts of laws.

All persons constituting Maker—or signing below on its behalf—are jointly and severally liable for all Maker’s obligations under this Note and are bound by all the terms hereof.

At any time, if any party fails or delays requiring performance by Maker or any person liable for Maker’s obligations under this Note, that failure does not affect Payee’s right to require performance or to exercise any right, power or remedy hereunder. A waiver by Payee of any breach of any provision of this Note must not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Note. No notice to or demand on any party in any case, of itself, entitles that party to any other or further notice or demand in similar or other circumstances.

This Note may be prepaid in whole or part without premium or penalty. This Note is negotiable. Payee may assign this Note to any assignee.

The following do not in any way release or affect Maker’s, or any endorser’s or guarantors, liability under this Note:

- a) Payee grants Maker, or any other party any extension of time to pay any sums due under this Note or perform any obligation herein or in any other document securing the payment of this Note; or
- b) Payee releases Maker or any other party; agrees not to sue Maker or any other party; suspends the right to enforce this Note against Maker or any other party; discharges Maker or any other party; or takes or releases any collateral or security.

This Note may not be amended or modified—nor may any waiver of any provisions hereof be effected—except by an instrument in writing executed by Payee. Each of Maker and all other persons signing this Note have executed this Note as a principal and not as surety or accommodation party.

“Including (include)” means “including (include), without limitation.” “Or,” as in “A or B” means “A or B or both.” “Herein,” “hereunder,” “And” and “hereof” refer to this Note, and not to the specific sentence or paragraph in which that term occurs.

Time is of the essence as to all dates set forth herein. All references to Payee include any assignee or holder of this Note as well.

Nothing contained in this Note—nor any transaction related hereto—may be construed or operate to require Maker to pay interest at a greater rate than is now lawful in the circumstances. If any interest or other charges paid by Maker, or other parties liable for the payment of this Note, in connection with the Debt result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, then any such interest and other charges are waived by Payee. Any such excesses are automatically credited against the balance due under this Note. Payee shall pay Maker and any parties liable for the payment of this Note the portion of any excess that exceeds the balance due under this Note.

BY THEIR RESPECTIVE SIGNING AND ACCEPTING THIS NOTE, THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A JURY TRIAL OF ANY CLAIMS MADE BETWEEN THEM—WHETHER NOW EXISTING OR ARISING IN THE FUTURE. SUCH CLAIMS INCLUDE, WITHOUT LIMITATION, ANY CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS AND INTERVENOR’S CLAIMS—WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS DOCUMENT RELATES.

MAKER:

Insert Maker name below *(complete blank immediately below with a company name only if Franchisee is a company instead of an individual):*

By: _____ (signature)

Print Name: _____ Title *(complete only if a Company name is filled in above):*

Exhibit 3.1.a. GUARANTY

This Guaranty (this "**Guaranty**") is executed by the undersigned guarantors (each a "**Guarantor**," and collectively, the "**Guarantors**") and delivered to CruiseOne, Inc. ("**Franchisor**"), on _____, 20__.

In consideration of, and as an inducement to, Franchisor's accepting from _____ ("**Franchisee**") the Note Franchisee is issuing to Franchisor simultaneously herewith (the "**Note**") to evidence and embody certain payments Franchisee must pay Franchisor under the franchise agreement the parties are entering (the "**Franchise Agreement**"), each of the undersigned—constituting all Franchisee's legal and beneficial owners—hereby personally and unconditionally guarantees to Franchisor, and its successors and assigns, that:

- 1) Franchisee pays and performs all of its obligations under the Note (the "**Franchisee's Obligations**," Which obligations include, without limitation, the obligation to pay all principal and interest due thereunder); and
- 2) he or she is personally bound by each of Franchisee's Obligations as if he or she were the maker under the Note; and
- 3) he or she is personally liable for Franchisee's breach of any of Franchisee's Obligations.

Each of the undersigned waives:

- 1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings;
- 2) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed hereunder;
- 3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- 4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- 5) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned agrees that:

- 1) his or her direct and immediate liability under this Guaranty is joint and several with each other guarantor, if any, under this or any other guaranty;
- 2) he or she must render any payment or performance required under the Note, upon demand, if Franchisee fails or refuses punctually to do so;
- 3) such liability is not contingent or conditioned upon Franchisor's pursuing any remedy against Franchisee or any other person; and
- 4) and such liability is not diminished, discharged, or otherwise affected by any extension of time, credit, or other indulgence that Franchisor may grant to Franchisee or to any other person (including, without limitation, the acceptance of any partial payment or performance, release of any collateral, the compromise or release of any claims, or amending any of the provisions of the Note or Franchise Agreement, whether or not any of the undersigned consent thereto, none of which in any way modify or amend this guaranty).

This Guaranty is a guaranty of payment and not of collection. This Guaranty is irrevocable and continues in full force and effect until all of Franchisee's Obligations are duly, finally and permanently paid, performed and discharged and are not subject to any right of reborrowing or extension by Franchisee, and Franchisor gives the Guarantors written notice of the full and final satisfaction of Franchisee's Obligations. Franchisee's Obligations are not considered fully paid, performed and discharged unless and until all payments by Franchisee, and any Guarantor, to Franchisor are no longer subject to any right on the part of any person whomsoever—including, without limitation, Franchisee, Franchisee as a debtor in possession or any trustee in bankruptcy—to disgorge such payments or seek to recoup the amount of such payments or any part thereof. This Guaranty remains in full force and effect and continues to be effective if (i) any petition is filed by or against Franchisee or any Guarantor for liquidation or reorganization, including, without limitation, under Title 11 of the United States Code, 11 U.S.C. Sec. 101 et seq. (the "**Code**"), (ii) Franchisee or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors or (iii) a receiver or trustee is appointed for all or any significant part of Franchisee's or any Guarantor's assets. This Guaranty continues in effect or is reinstated, as applicable, if at any time payment and

performance of Franchisee's Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Franchisor, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. If any payment of Franchisee's Obligations, or any part thereof, is rescinded, reduced, restored or returned, Franchisee's Obligations are to be reinstated and deemed reduced only by such amount paid to Franchisor and not so rescinded, reduced, restored or returned.

In addition to the amounts guaranteed under this Guaranty, the Guarantors are jointly and severally obligated to pay (i) all of Franchisor's attorneys' fees and other costs and expenses that may be incurred by Franchisor to enforce this Guaranty and (ii) interest (including postpetition interest to the extent a petition is filed by or against Franchisee under the Code) at the Default Interest Rate (as defined in the Note) on any of Franchisee's Obligations not paid when due.

The state and county where Franchisor's principal office then is located are the proper and exclusive jurisdiction and venue for any proceedings arising out of this Guaranty. On the date hereof, the Franchisor's principal office is located in Broward County, Florida. Each of the undersigned hereby consents—and hereby waives all right to object—to the jurisdiction and venue of the federal and state courts closest to such location. Franchisor, however, may pursue any remedies in any jurisdiction and venue in which any Guarantor is located. The provisions of this Guaranty are governed by and to be interpreted and construed according to the internal laws of the State of Florida, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature on the day and year set forth in the first paragraph hereof.

GUARANTORS: OWNERSHIP PERCENTAGE IN FRANCHISEE:

_____%
Print Name:

_____%
Print Name:

_____%
Print Name:

EXHIBIT 3.1.B IC CONVERSION ADDENDUM

(SEE ATTACHED.)

IC CONVERSION ADDENDUM TO CRUISEONE, INC. FRANCHISE AGREEMENT

This Addendum to the Franchise Agreement (the "Addendum") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between: (i) CruiseOne, Inc., a Florida corporation with its principal place of business at 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, Florida 33309-1955 (the "Franchisor"); and (ii) _____, a(n) [individual/limited liability company/corporation] with an address at _____ (the "Franchisee").

BACKGROUND

A. Contemporaneous with the execution of this Addendum, Franchisor and Franchisee entered into a franchise agreement (the "Franchise Agreement"), pursuant to which Franchisee obtained the right and undertook the obligation to independently open and operate one (1) CruiseOne/Dream Vacations franchised business (the "Franchised Business") at a location in or around _____.

B. Franchisee has requested an amendment to the term of the Franchise Agreement, and Franchisor has agreed to grant such request, subject to the terms as set forth in this Addendum.

AGREEMENT

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments of each party set forth herein and in further consideration of the execution of the Franchise Agreement, agree as follows:

1. Background; Defined Terms.

a. The parties hereby incorporate the provisions set forth in the "Background" portion of this Addendum by reference as if fully set forth herein.

b. Furthermore, the parties agree that any capitalized terms set forth in this Addendum that are not specifically defined herein shall be afforded the meaning such term(s) are afforded in the Franchise Agreement.

2. Term. Article 3.1(b) of the Franchise Agreement is hereby removed and replaced with the following:

Franchisee shall pay a continuing non-refundable royalty fee (the "**Royalty Fee**") on its Annual Commissionable Sales (excluding those relating to travel insurance) not exceeding \$25,500 (the "**Annual Royalty Fee Cap**") calculated as follows:

- i. 1.5% of Annual Commissionable Sales upon which CruiseOne receives a commission of 4.9% or less (excluding those relating to travel insurance);
- ii. 2% of Annual Commissionable Sales upon which CruiseOne receives a commission of 5% to 9.99% (excluding those relating to travel insurance); and
- iii. 3% of Annual Commissionable Sales upon which CruiseOne receives a commission of 10% and greater (excluding those relating to travel insurance).

Franchisee shall pay a continuing non-refundable royalty (the "**Insurance Royalty Fee**") of 3% of all Annual Commissionable Sales relating to travel insurance (the "**Travel Insurance Revenues**"). The Insurance Royalty Fee is not subject to the Annual Royalty Fee Cap, even though the Annual Commissionable Sales to which they relate are counted toward the Annual Royalty Fee Cap. Consequently, Franchisee must continue to pay Insurance Royalty Fees on Travel Insurance Revenues earned after the Annual Royalty Fee Cap is reached. From time to time, CruiseOne may, in its discretion, increase the Insurance Royalty Fee to reflect changes in its commission arrangements with insurance providers. CruiseOne may deduct and retain for its own account, before disbursing the balance to Franchisee, any amounts due and payable to it under or in connection with this Agreement (including Royalty Fees) from payments CruiseOne receives from any travel supplier.

"**Annual Commissionable Sales**" means the total commissionable sales price quoted for that Contract Year by the travel supplier (or other travel company or supplier, including travel insurers), excluding any non-commissionable line items (including taxes or port charges). "**Contract Year**" means each one-year period ending on the anniversary of the Effective Date. Commissions and goods for non-cruise services (including travel services and charter and incentive programs) are established at varying rates depending upon the product or service. Therefore, CruiseOne shall publish Franchisee's commission rates for those goods and services, and the Royalty Fee CruiseOne is entitled to thereon promptly after being notified of such rates by the supplier.

At the end of each Contract Year the Annual Commissionable Sales will be re-established at \$0 and adjusted accordingly based upon Franchisee's Annual Commissionable Sales during the next Contract Year. Annual Commissionable Sales are based upon each individual franchised business operated by Franchisee. Franchisee is not permitted to aggregate the Annual Commissionable Sales of multiple franchises owned by him or her in order to achieve the benefits of the Annual Royalty Fee Cap.

3. **Franchisee's Right to Terminate.** Section 11.6 of the Franchise Agreement ("Franchisee's Termination Right") is hereby deleted in its entirety.

4. **Non-Transferable.** This Addendum is personal to and not transferrable by Franchisee. Franchisor retains the right to freely assign its rights and obligations under this Addendum.

5. **Construction of Language.** The language of this Addendum will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Addendum. In the event of an ambiguity or if a question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Addendum. Headings are for reference purposes and do not control interpretation.

6. **Acknowledgement.** The foregoing terms in this Addendum have been mutually negotiated by Franchisee and Franchisor and all such changes to the Franchise Agreement have been made at Franchisee's request and for its benefit. Franchisor has not unilaterally imposed any of the revisions discussed in this Addendum on the Franchisee.

7. **Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the subject matter herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended by this Addendum, all other terms and conditions of the Franchise Agreement are hereby ratified and confirmed, including the provisions related to governing law, venue and dispute resolution that will also apply to this Addendum.

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Addendum in duplicate on the date stated above.

FRANCHISOR

FRANCHISEE

CRUISEONE, INC.

By: _____
Drew Daly, Senior Vice President/General Manager

By: _____

Print Name: _____

Title: _____

(SEE ATTACHED.)

Attachment 3.3-1

Credit Card Authorization Franchise Development Department

FranchiseeName	
Franchise # (Office Use Only)	
FranchiseFee	
Less 10% Diversity Fran Discount	
Less 20% Community Heroes Discount	
Less 30% Veteran Discount	
Less Promissory Note	
Additional Person Fee	
Errors & Omissions Fee (Paid Annually – \$150.00 per person)	
Deposit	
Open Balance	
Final Payment	
Name on Credit Card	
Credit Card # or Check #	
Amount Authorized	
Expiration Date	
Date Authorized to Process Charge	
Training Date	
Your Address	
Your Phone #	
Signature of card holder	
Notes:	

Attachment 3.3-2

Dedicated Credit Card for Your New Franchise Business

This will be the primary card for all your Marketing Promotions & Monthly Franchise Service Fees.

Franchise ID# (Office Use Only)	
Franchise(e) Name	
Name on Credit Card if Different From Above	
Credit Card #	
Expiration Date	
Training Date	
Billing Street Address	
Apt # (if applicable)	
City, State & Zip	
Your Phone #	
Signature of Card Holder	
Notes:	

Exhibit B
to the Franchise Disclosure Document

TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL

TABLE OF CONTENTS- OPERATIONS STANDARDS MANUAL

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Selecting Professional Advisors	6
Establishing a Business Entity	5
Creating a Business Plan	8
Obtaining Insurance	5
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Communication	5
Operating the Franchise	13
Personnel	21
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Exhibit C
to the Franchise Disclosure Document
FINANCIAL STATEMENTS

CruiseOne, Inc.

**(a wholly owned subsidiary of
World Travel Holdings, Inc.)**

Financial Report
December 31, 2021

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Independent Auditor's Report

RSM US LLP

Board of Directors and Shareholders
CruiseOne, Inc.

Opinion

We have audited the financial statements of CruiseOne, Inc. (a wholly owned subsidiary of World Travel Holdings, Inc.) which comprise the balance sheets as of December 31, 2021 and 2020, the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of CruiseOne, Inc. as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 and Note 5, the entity engages in a number of related party transactions with World Travel Holdings, Inc., its parent company. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for 12 months beyond the date of the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

RSM VS LLP

Boston, Massachusetts
March 31, 2022

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Balance Sheets
December 31, 2021 and 2020

	2021	2020
Assets		
Current assets:		
Cash	\$ 14,218,938	\$ 11,324,204
Accounts receivable, net of allowance for doubtful accounts	402,892	243,392
Prepaid expenses and other current assets	152,858	226,922
Due from World Travel Holdings, Inc.	3,915,402	3,601,301
Total current assets	18,690,090	15,395,819
Property and equipment, net	402,008	257,877
Intangible assets, net	34,953	44,533
Long-term receivables	172,169	14,898
Total assets	\$ 19,299,220	\$ 15,713,127
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	\$ 1,601,559	\$ 1,094,877
Current portion of promissory note	18,958	-
Accrued expenses	519,917	261,832
Unearned revenue	4,048,703	3,279,506
Customer deposits	3,777,993	2,080,040
Total current liabilities	9,967,130	6,716,255
Unearned revenue, net of current portion	2,192,655	2,420,228
Promissory note, net of current portion	46,042	-
Deferred rent	215,263	259,095
Total liabilities	12,421,090	9,395,578
Shareholders' equity:		
Common stock, \$0.01 par value; 500 shares authorized, issued and outstanding	5	5
Additional paid-in capital	8,339,225	8,339,225
Accumulated deficit	(1,461,100)	(2,021,681)
Total shareholders' equity	6,878,130	6,317,549
Total liabilities and shareholders' equity	\$ 19,299,220	\$ 15,713,127

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Income
Years Ended December 31, 2021 and 2020

	2021	2020
Revenues:		
Royalties from travel sales, net	\$ 3,485,992	\$ 4,497,859
Franchise and other fees	3,812,755	3,478,511
Total revenues	7,298,747	7,976,370
Expenses:		
Selling, general and administrative	6,576,342	6,393,951
Amortization of intangible assets	9,580	9,581
Depreciation	152,244	221,608
Total expenses	6,738,166	6,625,140
Net income	\$ 560,581	\$ 1,351,230

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Changes in Shareholders' Equity
Years Ended December 31, 2021 and 2020

	Common Stock		Additional	Accumulated	Total
	Shares	Par Value	Paid-in Capital	Deficit	Shareholders' Equity
Balance, December 31, 2019	500	\$ 5	\$ 8,339,225	\$ (3,372,911)	\$ 4,966,319
Net income	-	-	-	1,351,230	1,351,230
Balance, December 31, 2020	500	5	8,339,225	(2,021,681)	6,317,549
Net income	-	-	-	560,581	560,581
Balance, December 31, 2021	500	\$ 5	\$ 8,339,225	\$ (1,461,100)	\$ 6,878,130

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Cash Flows
Years Ended December 31, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Net income	\$ 560,581	\$ 1,351,230
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	9,580	9,581
Depreciation	152,244	221,608
Allowance for doubtful accounts	70,956	183,398
Deferred rent	(43,832)	39,930
Changes in operating assets and liabilities:		
(Increase) in:		
Accounts receivable	(230,456)	548,594
Prepaid expenses and other current assets	74,064	(44,528)
Due from World Travel Holdings, Inc.	(314,101)	(1,261,125)
Long-term receivables	(157,271)	36,679
Increase (decrease) in:		
Accounts payable	506,682	892,043
Accrued expenses	258,085	(488,932)
Unearned revenue	541,624	(887,792)
Customer deposits	1,697,953	42,551
Net cash provided by operating activities	3,126,109	643,237
Cash flows from investing activities:		
Acquisition of property and equipment	(296,375)	(70,028)
Cash flows from financing activities:		
Proceeds from promissory note	65,000	-
Net increase in cash	2,894,734	573,209
Cash, beginning of year	11,324,204	10,750,995
Cash, end of year	\$ 14,218,938	\$ 11,324,204

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 1. Organization and Business Activities

CruiseOne, Inc. (the Company) is a provider of cruise, air, hotel, car and land-based vacation packages sold through a network of approximately 1,600 franchisees. The Company is a wholly owned subsidiary of World Travel Holdings, Inc. (WTH). The Company serves customers located in the United States of America (the U.S.) and coordinates travel packages for destinations primarily within the U.S., Mexico, Europe and the Caribbean.

Note 2. Summary of Significant Accounting Policies

Basis of presentation: The financial statements of the Company have been prepared solely for inclusion in the Company's franchise disclosure document. The Company engages in a number of related-party transactions with WTH. Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole. The financial statements as reported herein reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 31, 2021 and 2020, and the results of operations and cash flows for the years then ended. All adjustments made to the financial statements include those of a normal and recurring nature.

Risks and uncertainties: On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had, and are expected to continue to have, an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. While it is unknown how long these conditions will last and what the complete financial effect will be to the Company, to date, the Company has experienced a decline in sales volume from historical levels, which has resulted in declining revenue. In order to mitigate these risks, the Company and WTH have implemented a number of actions to reduce costs and maintain liquidity. The Company has been and will continue to closely monitor developments related to the coronavirus pandemic and is prepared to take additional steps necessary to ensure its long-term viability.

Each of the major cruise lines has been gradually and systematically returning ships to service, such that by year-end 2021, all the major cruise lines have resumed operations with at least a subset of their fleets operating revenue generating cruises. Current estimates are for essentially all current capacity to return to service by the third fiscal quarter of 2022.

On March 14, 2022, the Centers for Disease Control and Prevention (CDC) lowered the cruise ship COVID-19 Travel Health Notice (THN) from Level 3 to Level 2. The CDC uses THNs to alert travelers and other audiences to health threats around the world and advise them on how to protect themselves. On March 30, 2022, the CDC removed the THN entirely and announced that it would no longer advise against traveling via cruise ship due to risks associated with the pandemic. This elimination of the Travel Health Notice is another positive step for the cruise industry and acknowledges the significant efforts made by cruise lines to keep cruise passengers safe.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue recognition: The Company recognizes revenue in accordance with Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

The Company's revenue consists of franchise royalties, initial upfront franchise fees, administrative service fees, training and other fees. The Company's products and services are marketed and sold primarily to customers in the U.S. and certain international markets. The Company's results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Franchise agreements: The Company's franchise agreements include (a) the right to use the Company's symbolic intellectual property over the term of each franchise agreement, (b) initial training services, and (c) ongoing administrative and support services. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

Initial and renewal franchise fees are recognized as revenue on the straight-line basis over the term of the respective agreement. Continuing royalties are calculated as a percentage of travel sales and are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration but because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as the underlying booking departs. Royalty revenue is reported on a net basis and equals the net commission collected by the Company after deducting the portion earned by the franchisees. The principal factors in determining gross versus net presentation, is the consideration of the Company's relationship with the customer as an agent for the cruise line. The cruise line is considered the primary obligor and principally liable to customers in all situations as the customer does not receive any services, other than bookings, offered by the Company.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

The Company believes its franchise agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company, and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

The Company generally collects the booking amounts from the cruise line in advance of departure, which amounts, net of all cash payments to the suppliers and franchisees are included in unearned revenue on the balance sheets until such time as the booking departs. Amounts collected from cruise lines but not yet paid to suppliers or franchisees are recorded as customer deposits. The Company does not recognize revenue in advance of collection and, therefore, has not recorded a contract asset.

Cash and cash equivalents: The Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash and cash equivalents.

Accounts receivable and allowance for doubtful accounts: The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on the history of past write-offs, collections and current credit conditions. Bad debts are written off against the allowance when identified. As of December 31, 2021 and 2020, management has recorded an allowance of approximately \$228,000 and \$299,000, respectively.

Franchisee loans: In February 2021, the Company announced a program designed to enable existing franchise owners to maximize financial assistance opportunities available to small business owners. Part of this program includes a commitment to make commercial loans totaling up to \$1 Million available to the Company's franchise owners to be used for operational expenses. The loans bear interest at 4% per annum. During 2021, a number of the loans were repaid in full, such that as of December 31, 2021, the Company had outstanding receivables with 29 franchisees of approximately \$113,000 classified in accounts receivable and approximately \$159,000 classified in long-term receivables. Interest income recognized during 2021 related to these loans was immaterial.

Property and equipment: Property and equipment are stated at cost. Maintenance and repairs are charged directly to operations when incurred. Depreciation and amortization are computed on the straight-line basis over the following estimated useful lives:

	<u>Years</u>
Computer software	3
Equipment	3
Furniture and fixtures	10
Leasehold improvements	Lesser of lease term or 10 years

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Intangible assets: Identifiable intangible assets are comprised of CruiseOne-related brand names that were acquired by the Company. These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the acquisition date and are being amortized on the straight-line basis over the remaining estimated useful lives. As of December 31, 2021 and 2020, the Company has not incurred an impairment charge.

Long-lived assets: Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset, while long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell and the related depreciation and amortization is ceased. As of December 31, 2021 and 2020, the Company has not incurred an impairment charge.

Concentration of certain credit risks: Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable. The majority of the Company's cash is held by one financial institution. As of December 31, 2021 and 2020, the Company had cash balances at this financial institution in excess of the federally insured limits. The Company has not experienced any losses in such accounts. The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

The Company provides credit to customers in the normal course of business. Accounts receivables are typically not collateralized and are derived from revenue earned from customers primarily located in the U.S. and are denominated in U.S. dollars. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of customers comprising the Company's client base. The Company believes they are not exposed to any significant credit risk with respect to accounts receivable.

Income taxes: The Company files as a part of the WTH's consolidated tax return. WTH is taxed as an S corporation. As such, the Company will generally not incur taxes at the corporate level and each shareholder will be responsible to include its pro-rata share of taxable income on its individual tax returns. In some jurisdictions, the Company may incur nominal amounts of state income taxes if such jurisdictions do not recognize S corporation status. No provision for such amounts has been recognized, as it was determined that such taxes would not be material and would be paid by WTH.

The Company applies Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, Income Taxes, which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes accrued interest and penalties associated with uncertain tax positions, if any, as part of the income tax provision. There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31, 2021 and 2020.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Deferred rent: Certain of the Company's lease agreements provide for scheduled rent increases during the lease term for rental payments commencing at a date other than initial occupancy or for certain cash lease incentives. A provision is made for the excess of the operating lease rentals, computed on the straight-line basis over the lease term, over the cash rentals paid.

Advertising expense: The cost of advertising is expensed as incurred and totaled approximately \$1,162,000 and \$833,000 for the years ended December 31, 2021 and 2020, respectively, which is included in selling, general and administrative expenses on the accompanying statements of income. The Company participates in cooperative advertising programs through WTH, whereby WTH's vendors will reimburse all or a portion of advertising costs, which are then allocated to the Company and recorded as a reduction of the expense. Given the reimbursements through the cooperative advertising programs, net advertising expense for the years ended December 31, 2021 and 2020 was \$0.

New accounting pronouncements: In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of its pending adoption of the new standard on the financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments Among Other Provisions*. This ASU requires the allowance for credit losses to reflect management's current estimate of credit losses that are expected to occur over the remaining life of a financial asset. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of the pending adoption of the new guidance on the financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 3. Property and Equipment

The major classes of property and equipment, at cost, were as follows:

	2021	2020
Equipment	\$ 2,272,777	\$ 1,979,519
Furniture and fixtures	432,457	432,457
Leasehold improvements	259,537	256,420
Computer software	455,015	455,015
Property and equipment, gross	3,419,786	3,123,411
Less accumulated depreciation and amortization	(3,017,778)	(2,865,534)
Property and equipment, net	<u>\$ 402,008</u>	<u>\$ 257,877</u>

Depreciation expense amounted to approximately \$152,000 and \$222,000 for the years ended December 31, 2021 and 2020, respectively.

Note 4. Intangible Assets

The brand name asset represents the fair value associated with the CruiseOne-related brand names upon acquisition by the Company. These brand names are amortized on the straight-line basis over the estimated useful life of 10 years.

For each of the years ended December 31, 2021 and 2020, the Company recorded approximately \$10,000 of amortization expense related to the brand name asset.

A summary of the recorded values of intangible assets is as follows:

	2021			2020		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	<u>\$845,801</u>	<u>\$ (810,848)</u>	<u>\$ 34,953</u>	<u>\$845,801</u>	<u>\$ (801,268)</u>	<u>\$ 44,533</u>

Future annual amortization expense for the brand name intangible asset is as follows:

Years ending December 31:	
2022	\$ 9,580
2023	9,580
2024	9,580
2025	6,213
	<u>\$ 34,953</u>

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 5. Related Party Transactions

Cost allocations: The Company participates in risk and benefit plans with WTH, as well as cruise supply arrangements that WTH has negotiated with cruise lines. Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH. The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH; and (2) corporate overhead charges from WTH. The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount. The corporate overhead charges are allocated based upon estimated costs. For the years ended December 31, 2021 and 2020, the Company was allocated overhead costs of approximately \$5,583,000 and \$5,749,000, respectively, as well as \$250,000 of corporate overhead each year from WTH.

All allocated charges are included in selling, general and administrative expenses on the accompanying statements of income.

Defined contribution plan: WTH sponsors a 401(k) savings plan which covers substantially all full-time employees of the Company over age 21 that have a minimum of 90 days of service. The 401(k) plan permits employees to defer up to 70% of their eligible pay, subject to a maximum aggregate contribution. The parent matches, at its discretion, 50% of the first 6% of the employees' contributions and may also make additional voluntary contributions. During the years ended December 31, 2021 and 2020, the Company was allocated approximately \$37,000 and \$0, respectively, for charges related to the matching contribution to the 401(k) plan.

Due from World Travel Holdings, Inc.: As of December 31, 2021 and 2020, the Company had a receivable due from WTH in the amount of approximately \$3,915,000 and \$3,600,000, respectively. The amount represents cash advanced by the Company to WTH, net of overhead costs allocated. Payments and cost allocations are made on an ongoing basis.

Note 6. Lease Commitments

The Company leases office space under the terms of an operating lease which expires in 2024. In 2020, the landlord amended the lease agreement and deferred \$75,000 of lease payments to 2022. Minimum annual lease obligations as of December 31, 2021, under noncancelable operating leases are as follows:

Years ending December 31:

2022	\$ 385,680
2023	397,251
2024	33,676
	<u>\$ 816,607</u>

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 7. Promissory Note

In May 2021, the Company entered into a \$65,000 promissory note with a cruise line. The note does not bear interest and monthly payments of \$2,708 are scheduled to begin in June 2022. The note matures in May 2024. The outstanding balance at December 31, 2021, was \$65,000. Future maturities of the note as of December 31, 2021, are as follows:

Years ending December 31:

2022	\$	18,958
2023		32,500
2024		13,542
	\$	<u>65,000</u>

Note 8. Subsequent Events

The Company has evaluated subsequent events through March 31, 2022, the date the financial statements were available to be issued.

CruiseOne, Inc.

**(a wholly owned subsidiary of World
Travel Holdings, Inc.)**

Financial Report
December 31, 2020

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Independent Auditor's Report

RSM US LLP

Board of Directors and Shareholders
CruiseOne, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of CruiseOne, Inc. (a wholly owned subsidiary of World Travel Holdings, Inc.) which comprise the balance sheets as of December 31, 2020 and 2019, the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CruiseOne, Inc. as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 and Note 5, the entity engages in a number of related party transactions with World Travel Holdings, Inc., its parent company. Our opinion is not modified with respect to this matter.

RSM US LLP

Boston, Massachusetts
March 30, 2021

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Balance Sheets
December 31, 2020 and 2019

	2020	2019
Assets		
Current assets:		
Cash	\$ 11,324,204	\$ 10,750,995
Accounts receivable, net of allowance for doubtful accounts	243,392	975,384
Prepaid expenses and other current assets	226,922	182,394
Due from World Travel Holdings, Inc.	3,601,301	2,340,176
Total current assets	15,395,819	14,248,949
Property and equipment, net	257,877	409,457
Intangible assets, net	44,533	54,114
Long term receivables	14,898	51,577
Total assets	\$ 15,713,127	\$ 14,764,097
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	\$ 1,094,877	\$ 202,834
Accrued expenses	261,832	750,764
Unearned revenue	3,279,506	3,595,895
Customer deposits	2,080,040	2,037,489
Total current liabilities	6,716,255	6,586,982
Unearned revenue, net of current portion	2,420,228	2,991,631
Deferred rent	259,095	219,165
Total liabilities	9,395,578	9,797,778
Shareholders' equity:		
Common stock, \$0.01 par value; 500 shares authorized, issued and outstanding	5	5
Additional paid-in capital	8,339,225	8,339,225
Accumulated deficit	(2,021,681)	(3,372,911)
Total shareholders' equity	6,317,549	4,966,319
Total liabilities and shareholders' equity	\$ 15,713,127	\$ 14,764,097

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Income
Years Ended December 31, 2020 and 2019

	2020	2019
Revenues:		
Royalties from travel sales, net	\$ 4,497,859	\$ 10,554,453
Franchise and other fees	3,478,511	3,384,710
Total revenues	7,976,370	13,939,163
Expenses:		
Selling, general and administrative	6,393,951	10,363,970
Amortization of intangible assets	9,581	9,580
Depreciation	221,608	220,921
Total expenses	6,625,140	10,594,471
Net income	\$ 1,351,230	\$ 3,344,692

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Changes in Shareholders' Equity
Years Ended December 31, 2020 and 2019

	Common Stock		Additional	Accumulated	Total
	Shares	Par Value	Paid-in Capital	Deficit	Shareholders' Equity
Balance, December 31, 2018	500	\$ 5	\$ 20,339,225	\$ (6,717,603)	\$ 13,621,627
Net income	-	-	-	3,344,692	3,344,692
Dividends	-	-	(12,000,000)	-	(12,000,000)
Balance, December 31, 2019	500	5	8,339,225	(3,372,911)	4,966,319
Net income	-	-	-	1,351,230	1,351,230
Balance, December 31, 2020	500	\$ 5	\$ 8,339,225	\$ (2,021,681)	\$ 6,317,549

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Statements of Cash Flows
Years Ended December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities:		
Net income	\$ 1,351,230	\$ 3,344,692
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	9,581	9,580
Depreciation	221,608	220,921
Allowance for doubtful accounts	183,398	3,991
Deferred rent	39,930	(25,908)
Changes in operating assets and liabilities:		
(Increase) in:		
Accounts receivable	548,594	(421,899)
Prepaid expenses and other current assets	(44,528)	1,742
Due from World Travel Holdings, Inc.	(1,261,125)	(484,800)
Long term receivables	36,679	223,945
Other assets	-	6,000
Increase (decrease) in:		
Accounts payable	892,043	(69,409)
Accrued expenses	(488,932)	3,214
Unearned revenue	(887,792)	932,756
Customer deposits	42,551	879,500
Net cash provided by operating activities	643,237	4,624,325
Cash flows from investing activities:		
Acquisition of property and equipment	(70,028)	(138,411)
Net increase in cash	573,209	4,485,914
Cash, beginning of year	10,750,995	6,265,081
Cash, end of year	<u>\$ 11,324,204</u>	<u>\$ 10,750,995</u>
Supplemental disclosures of non-cash investing activities:		
Dividends to settle related party receivables	<u>\$ -</u>	<u>\$ (12,000,000)</u>

See notes to financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 1. Organization and Business Activities

CruiseOne, Inc. (the Company) is a provider of cruise, air, hotel, car and land-based vacation packages sold through a network of approximately 1,500 franchisees. The Company is a wholly owned subsidiary of World Travel Holdings, Inc. (WTH). The Company serves customers located in the United States of America (the U.S.) and coordinates travel packages for destinations primarily within the U.S., Mexico, Europe and the Caribbean.

Note 2. Summary of Significant Accounting Policies

Basis of presentation: The financial statements of the Company have been prepared solely for inclusion in the Company's franchise disclosure document. The Company engages in a number of related-party transactions with WTH. Portions of certain revenue and expenses represent allocations made from items applicable to WTH as a whole. The financial statements as reported herein reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position as of and for the years ended December 31, 2020 and 2019, and the results of operations and cash flows for the years then ended. All adjustments made to the financial statements include those of a normal and recurring nature.

Risks and uncertainties: On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had, and are expected to continue to have, an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. While it is unknown how long these conditions will last and what the complete financial effect will be to the Company, to date, the Company has experienced a decline in sales volume from historical levels, which has resulted in declining revenue. All cruise lines have paused operations through much of the second quarter, 2021, and many resorts have significantly curtailed operations. The cruise lines are working closely with the CDC to safely resume operations in the near future, although there is no guarantee that this will occur. Given the Company's focus on cruise and vacation product offerings, it is reasonably possible that it is vulnerable to significant near-term risk. In order to mitigate these risks, the Company and WTH have implemented a number of actions to reduce costs and maintain liquidity. The Company has been and will continue to closely monitor developments related to the coronavirus pandemic and is prepared to take additional steps necessary to ensure its long term viability.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Revenue recognition: The Company recognizes revenue in accordance with Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

The Company's revenue consists of franchise royalties, initial upfront franchise fees, administrative service fees, training and other fees. The Company's products and services are marketed and sold primarily to customers in the U.S. and certain international markets. The Company's results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Franchise agreements: The Company's franchise agreements include (a) the right to use the Company's symbolic intellectual property over the term of each franchise agreement, (b) initial training services, and (c) ongoing administrative and support services. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

Initial and renewal franchise fees are recognized as revenue on the straight-line basis over the term of the respective agreement. Continuing royalties are calculated as a percentage of travel sales and are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as the underlying booking departs. Royalty revenue is reported on a net basis and equals the net commission collected by the Company after deducting the portion earned by the franchisees. The principal factors in determining gross versus net presentation is the consideration of the Company's relationship with the customer as an agent for the cruise line. The cruise line is considered the primary obligor and principally liable to customers in all situations as the customer does not receive any services, other than bookings, offered by the Company.

The Company believes its franchise agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company, and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

The Company generally collects the booking amounts from the cruise line in advance of departure, which amounts, net of all cash payments to the suppliers and franchises are included in unearned revenue on the balance sheets until such time as the booking departs. Amounts collected from cruise lines but not yet paid to suppliers or franchisees are recorded as customer deposits. The Company does not recognize revenue in advance of collection and therefore has not recorded a contract asset.

Cash and cash equivalents: The Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash and cash equivalents.

Accounts receivable and allowance for doubtful accounts: The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, when deemed necessary, based on the history of past write-offs, collections and current credit conditions. Bad debts are written off against the allowance when identified. As of December 31, 2020 and 2019, management has recorded an allowance of approximately \$299,000 and \$115,000, respectively.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Property and equipment: Property and equipment are stated at cost. Maintenance and repairs are charged directly to operations when incurred. Depreciation and amortization are computed on the straight-line basis over the following estimated useful lives:

	<u>Years</u>
Computer software	3
Equipment	3
Furniture and fixtures	10
Leasehold improvements	Lesser of lease term or 10 years

Intangible assets: Identifiable intangible assets are comprised of CruiseOne related brand names that were acquired by the Company. These intangible assets were recorded at fair value based on the valuations performed by an independent valuation specialist at the acquisition date and are being amortized on the straight-line basis over the remaining estimated useful lives. As of December 31, 2020 and 2019, the Company has not incurred an impairment charge.

Long-lived assets: Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over the fair value of the asset, while long-lived assets to be disposed of are reported at the lower of carrying amount or fair value less cost to sell and the related depreciation and amortization is ceased. As of December 31, 2020 and 2019, the Company has not incurred an impairment charge.

Concentration of certain credit risks: Financial instruments that potentially subject the Company to significant credit risk consist primarily of cash and accounts receivable. Substantially all of the Company's cash is held by one financial institution. As of December 31, 2020 and 2019, the Company had cash balances at this financial institution in excess of the federally insured limits. The Company has not experienced any losses in such accounts. The Company believes that it is not subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

The Company provides credit to customers in the normal course of business. Accounts receivable are typically not collateralized and are derived from revenue earned from customers primarily located in the U.S. and are denominated in U.S. dollars. Concentrations of credit risk with respect to accounts receivable are limited due to the large number of customers comprising the Company's client base. The Company believes they are not exposed to any significant credit risk with respect to accounts receivable.

Income taxes: The Company files as a part of the WTH's consolidated tax return. WTH is taxed as an S corporation. As such, the Company will generally not incur taxes at the corporate level and each shareholder will be responsible to include its pro-rata share of taxable income on its individual tax returns. In some jurisdictions the Company may incur nominal amounts of state income taxes if such jurisdictions do not recognize S corporation status. No provision for such amounts has been recognized as it was determined that such taxes would not be material, and would be paid by WTH.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

The Company applies FASB Accounting Standards Codification 740-10, *Income Taxes*, which clarified the accounting for income taxes by prescribing a minimum probability threshold that an uncertain tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit to be recognized is measured as the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. The Company recognizes accrued interest and penalties associated with uncertain tax positions, if any, as part of the income tax provision. There was no liability for unrecognized tax benefits or related interest and penalties recorded as of December 31, 2020 and 2019.

Deferred rent: Certain of the Company's lease agreements provide for scheduled rent increases during the lease term, for rental payments commencing at a date other than initial occupancy, or for certain cash lease incentives. A provision is made for the excess of the operating lease rentals, computed on the straight-line basis over the lease term, over the cash rentals paid.

Advertising expense: The cost of advertising is expensed as incurred and totaled approximately \$833,000 and \$1,938,000 for the years ended December 31, 2020 and 2019, respectively, which is included in selling, general and administrative expenses on the accompanying statements of income. The Company participates in cooperative advertising programs through WTH whereby WTH's vendors will reimburse all or a portion of advertising costs, which are then allocated to the Company and recorded as a reduction of the expense.

New accounting pronouncements: In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of its pending adoption of the new standard on the financial statements.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments Among Other Provisions*. This ASU requires the allowance for credit losses to reflect management's current estimate of credit losses that are expected to occur over the remaining life of a financial asset. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of the pending adoption of the new guidance on the financial statements.

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 3. Property and Equipment

The major classes of property and equipment, at cost, were as follows:

	2020	2019
Equipment	\$ 1,979,519	\$ 1,914,859
Furniture and fixtures	432,457	432,457
Leasehold improvements	256,420	251,052
Computer software	455,015	455,015
Property and equipment, gross	3,123,411	3,053,383
Less accumulated depreciation and amortization	(2,865,534)	(2,643,926)
Property and equipment, net	<u>\$ 257,877</u>	<u>\$ 409,457</u>

Depreciation expense amounted to approximately \$222,000 and \$221,000 for the years ended December 31, 2020 and 2019, respectively.

Note 4. Intangible Assets

The brand name asset represents the fair value associated with the CruiseOne related brand names upon acquisition by the Company. These brand names are amortized on the straight-line basis over the estimated useful life of ten years.

For each of the years ended December 31, 2020 and 2019, the Company recorded approximately \$10,000 of amortization expense related to the brand name asset.

A summary of the recorded values of intangible assets is as follows:

	2020			2019		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Brand name	\$ 845,801	\$ (801,268)	\$ 44,533	\$ 845,801	\$ (791,687)	\$ 54,114

Future annual amortization expense for the brand name intangible asset is as follows:

Years ending December 31:	
2021	\$ 9,580
2022	9,580
2023	9,580
2024	9,580
2025	6,213
	<u>\$ 44,533</u>

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 5. Related-Party Transactions

Cost allocations: The Company participates in risk and benefit plans with WTH as well as cruise supply arrangements that WTH has negotiated with cruise lines. Human resources and finance activities of a limited nature are also performed for the Company by personnel of WTH. The accompanying financial statements included allocations for (1) overhead costs shared by the Company and another subsidiary of WTH; and (2) corporate overhead charges from WTH. The overhead costs are generally paid for by WTH and are allocated to the Company based on headcount. The corporate overhead charges are allocated based upon estimated costs. For the years ended December 31, 2020 and 2019, the Company was allocated overhead costs of approximately \$5,749,000 and \$8,557,000, respectively, as well as \$250,000 of corporate overhead each year from WTH.

All allocated charges are included in selling, general and administrative expenses on the accompanying statements of income.

Defined contribution plan: WTH sponsors a 401(k) savings plan which covers substantially all full-time employees of the Company over age 21 that have a minimum of 90 days of service. The 401(k) plan permits employees to defer up to 70% of their eligible pay, subject to a maximum aggregate contribution. The parent matches, at its discretion, 50% of the first 6% of the employees' contributions and may also make additional voluntary contributions. During the years ended December 31, 2020 and 2019, the Company was allocated approximately \$0 and \$117,000, respectively, for charges related to the matching contribution to the 401(k) plan.

Due from World Travel Holdings, Inc.: As of December 31, 2020 and 2019, the Company had a receivable due from WTH in the amount of approximately \$3,600,000 and \$2,340,000, respectively. During the year ended December 31, 2019, the Company declared a dividend of \$12,000,000 to WTH to partially settle the related party receivable. This amount reduced both Due from World Travel Holdings, Inc. and additional paid-in capital, and had no negative effect on the Company's statement of income, or cash flows from operations. The remaining amount represents cash advanced by the Company to WTH, net of overhead costs allocated. Payments and cost allocations are made on an ongoing basis.

Note 6. Lease Commitments

The Company leases office space under the terms of an operating lease which expires in 2024. In 2020, the landlord amended the lease agreement and deferred \$75,000 of lease payments to 2022. Minimum annual lease obligations as of December 31, 2020, under noncancelable operating leases are as follows:

Years ending December 31:

2021	\$ 330,366
2022	412,632
2023	346,292
2024	29,356
	<u>\$ 1,118,646</u>

CruiseOne, Inc.
(a wholly owned subsidiary of World Travel Holdings, Inc.)

Notes to Financial Statements

Note 7. Subsequent Events

The Company has evaluated subsequent events through March 31, 2021, the date the financial statements were available to be issued.

On February 11, 2021, the Company announced a program designed to enable franchise owners to maximize financial assistance opportunities available to small business owners. Part of this program included a commitment to make commercial loans totaling up to \$1 Million available to the Company's franchise owners.

As of March 30, 2021, the Company has tentatively approved approximately 30 loans. The Company expects the loans to be funded in early April 2021.

Exhibit D
to the Franchise Disclosure Document
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

The following list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent we are registered in their states). The list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

California Dept. of Financial Protection and Innovation
Commissioner of Financial Protection and Innovation
TOLL FREE 1-(866) 275-2677

LA Office

320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento Office 2101 Arena
Blvd, Sacramento CA 95834
(866) 275-2677

San Diego Office

1350 Front Street, Room 2034 San Diego,
CA 92101-3697 (619) 525-4233

San Francisco Office

One Sansome St., #600
San Francisco, CA 94104
(415) 972-8559

Florida Department of Agricultural and
Consumer Services
Division of Consumer Services Mayo Building,
Second Floor Tallahassee, Florida 32399-0800
(904) 922-2770

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs Business
Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois Attorney General 500 South
Second Street Springfield, IL 62706
(217) 782-4465

Indiana Secretary of State Securities
Division
302 W. Washington Street, Room E-11
Indianapolis, IN 46204
(317) 232-6681

Kentucky Office of the Attorney General Consumer
Protection Division
P.O. Box 2000
Frankford, KY 40602
(502) 573-2200

Maryland Securities Commissioner
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section
505 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1600

Nebraska Department of Banking and Finance
1200 North Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NYS Department of Law
Investor Protection Bureau
28 Liberty Street
New York, NY 10005
(212) 416-8236

North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

Oregon Department of Consumer and Business Services
Division of Finance and Corporate Securities Labor and
Industries
350 Winter Street, NE, Room 410
Salem, OR 97310-3881
(503) 378-4140

Director, Department of Business Regulations
Rhode Island Division Of Securities 233 Richmond Street,
Suite 232
Providence, RI 02903-4232

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501-3185
(605) 773-3563

Statutory Document Section
Texas Secretary of State
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

Virginia, Clerk, State Corporation Commission Tyler Building,
1st Floor
1300 East Main Street Richmond, VA 23219
(804) 371-9051

State of Washington
Director, Department of Financial Institutions Securities
Division
150 Israel Road SW
Olympia, WA 98501
(360) 902-8760

Wisconsin Commissioner of Securities
201 W Washington Ave., 3rd Floor
Madison, WI 53703
(608)266-855

LIST OF AGENTS FOR SERVICE OF PROCESS

The following list includes the names, addresses and telephone numbers of state agencies serving as our agents for service of process (to the extent we are registered in their states). The list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

California Dept. of Financial Protection and Innovation
Commissioner of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Department of Financial Protection and Innovation
One Sansome St., Suite 600
San Francisco, CA 94104

Commissioner of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs,
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General, Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York Department of State
One Commerce Plaza
99 Washington Ave., 6th Floor
Albany, NY 12231-0001

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director of Rhode Island
Division of Securities, Suite 232
233 Richmond Street
Providence, RI 02903-4232

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501-3185
(605) 773-3563

Clerk of the State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

Director, Department of Financial Institutions
Securities Division
150 Israel Road SW
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

Exhibit E
to the Franchise Disclosure Document

CURRENT FRANCHISEE OUTLETS

Active Franchisee Roster as of December 31, 2021
(see next page)

Last Name	First Name	Legal Name	Street	City	State	Zip	Business Phone
Vensko	David	David Vensko	429A3 Six Avenue	Kotzebue	AK	99752	(907) 319-8173
Fernandez	Pauline	Golden Summer Travel Service Inc	105 Larry Worley Drive	Huntsville	AL	35806	(951) 200-3424
Davis	Walter	Walter Davis	POBox 3684	Hueytown	AL	35023	(205) 744-1284
Gawne-Mark	Peg	Margaret and Clifford Gawne-Mark	1204 Rendale Road	Dothan	AL	36303	334-714-9062
Strawbridge	Deloris	Deloris Strawbridge & Bridgett Adeborna	8000 Madison Blvd Suite D102 - 261	Madison	AL	35758	(314) 614-9705
Schultz	Sean	Sean and Elizabeth Schultz	111 Bay View Dr	Daphne	AL	36526	(251) 952-4748
Ryel	Patricia	Ryel World Travel, LLC	2448 Southwood Trace	Hoover	AL	35244	(205) 994-3030
Hamner	Kristy	Kristy Hamner	10396 House Bend Rd	Northport	AL	35475	(205) 800-8747
Sooahoo	Stacy	Stacy and Howard Soohoo	3204 Governors Drive	Huntsville	AL	35805	(256) 513-8337
Hillsgrove	Donna	Donna Hillsgrove	1807 East Hanceville Rd. SE	Cullman	AL	35055	(256) 841-6322
Glenn, CTA	Denise	Denise & Davis Glenn	1278 Deer Trail Road	Birmingham	AL	35226	(205) 985-7593
Bass	Cynthia	Cynthia & Johnny Bass	118 Ashford Circle	Birmingham	AL	35242	(205) 390-8823
Mullins	Viki	Viki Thornton Mullins	2887 Acton Road Apt. I	Birmingham	AL	35243	(205) 586-5981
Jackson	Anthony	Anthony L. Jackson	300 W Patton Ave.	Montgomery	AL	36108	(843) 707-2398
Jackson	Christopher	Christopher Jackson	199 McRae Rd	Deatsville	AL	36022	(781) 258-4904
Burge	Nancy	Nancy Burge & Stephen Burge	3395 Cahaba River Estates	Hoover	AL	35244	(205) 988-0393
Johnston	Thomas	Thomas E. Johnston & Beth Ann Johnston	102 Gilbreath Ave	Fairhope	AL	36532	(251) 270-1456
Beyerl	Mark	Beyerl Travel LLC	2118 Club House Drive	Lillian	AL	36549-5402	(251) 910-8687
Johnson	Mendy	Mendy Johnson & Associates, LLC	9271 Hamilton Creek Drive	Mobile	AL	36695	(251) 930-1308

Parker	Leah	Leah Parker	1716 11th Pl S	Birmingham	AL	35205	(404) 771-7160
Sampson	Derek	Derek Sampson	210 Hilltop Ridge Drive	Madison	AL	35756	(256) 701-4469
Dunkerley	Max	Max Dunkerley & Kylie Dunkerley	109 Welbury Court	Madison	AL	35758	(256) 333-2312
Charboneau	Stephanie	Travel Creates Memories, LLC	3973 Gaineswood Lane	Tuscaloosa	AL	35406	(205) 393-1236
Rosenthal	Peggy	Peggy & Steven Rosenthal	23 Shotliff Cir	Bella Vista	AR	72715	(479) 855-1250
Gasque	Teressa	Teressa Gasque	8112 Cypress Avenue	Fort Smith	AR	72908	(479) 926-0243
Corwin	Deborah	Orrin M. & Deborah L. Corwin	123 N. Oak Street	Lowell	AR	72745	(479) 306-6672
Conner	Kristi	Kristi L. & Mark A. Conner	6 Rackwick Lane	Bella Vista	AR	72715	479-340-0484
Merutka	Lisa	Lisa Merutka	3102 Hanna Ln	Bentonville	AR	72712	(479) 367-2027
Wells	Rhonda	Eagles Travel Company	42 Appaloosa Trail	Vilonia	AR	72173	(501) 796-3924
McCarter	Sarah	Sarah McCarter	3283 W. Ika Lane	Fayetteville	AR	72704	479-461-6692
Hattison	Dawn	Dawn R Hattison	2513 McCain Blvd #162	North Little Rock	AR	72116	(501) 658-0472
Nabours	Dawn	Dawn & Michael Nabours	2221 E Country Club Rd	Searcy	AR	72143	(501) 278-4599
Kiper	Kyle	Kyle R. Kiper and Cynthia K. Kiper	811 N Bennett Ave	Booneville	AR	72927	(813) 418-0647
Stanger	Tennille	Tennille Stanger, Allison P Jones, Stephen Stanger	129 Baronne Way	Maumelle	AR	72113	(501) 621-5700
Jamieson	Yvonne	Yvonne and Brad Jamieson	4499 E Sourwood Drive	Gilbert	AZ	85298-4639	(480) 279-5301
Levine	Cindy	ETS, LLC.	1098 South Peden Drive	Chandler	AZ	85286	(480) 696-7028
Valentine	Amber	Rave Vacations, LLC	20144 E Rosa Rd	Queen Creek	AZ	85142	480-290-6959
Feiner	Harold	Harold Feiner	3655 W Anthem Way Suite A-109, PMB 282	Anthem	AZ	85086	(623) 551-2042
Ulinger	Carol	Carol Ulinger	18654 N 72nd Drive	Glendale	AZ	85308-5827	(623) 566-8880
Larkin	CJ	CJ Larkin	4545 W. Beardsley Rd.	Glendale	AZ	85308	(818) 298-2663

			#1021				
Rodriguez	Bob	Robert A Rodriguez	41626 N. Club Pointe Dr.	Anthem	AZ	85086	(623) 551-7555
Coleman-Ostrov	Karen	Paradise Found Cruise & Travel, LLC	28 W Juniper Ave Suite 203	Gilbert	AZ	85233	(480) 646-4969
O'Brien	Bill	William O'Brien	15866 W Avalon Drive	Goodyear	AZ	85395	(623) 374-6373
Frederick	Tom	Thomas J Frederick	10231 Shady Rock Lane	Tucson	AZ	85749	(520) 749-4069
Olsen	Nancy	Nancy B Olsen	59962 E Heron Dr	Oracle	AZ	85623	(520) 825-6616
Economidis, A.C.C.	Laz	Blue Manta Cruises, LLC	2705 S. Alma School Rd Suite 2	Chandler	AZ	85286	(480) 306-6523
Edwards	Addie	Adeline C and David L Edwards	20704 N 90th Place #1031	Scottsdale	AZ	85255	(480) 473-1441
Buchanan, MCC	Bonnie	Paul and Bonnie Buchanan	62160 E. Valley Crest Ct.	Tucson	AZ	85739	(520) 818-0800
Oakes	Brad	TNB Travel, LLC	14613 E Larkspur Dr.	Scottsdale	AZ	85259	(480) 447-9277
Kowalewski	Sam	Samuel Kowalewski	8741 W Acapulco Ln	Peoria	AZ	85381	(623) 329-4415
Klasen	Suzanne	Vacations By Suzanne, LLC	950 W Snow Creek Tr	Show Low	AZ	85901	(805) 210-5327
Greene	Alexandra	Escape Masters Travel LLC	564 W Elusive Drive	Payson	AZ	85541	(480) 503-8980
Heimbuck	Michelle	Cruisin Around Travel LLC	7234 N 173rd Ave	Waddell	AZ	85355	(602) 402-1472
Weekly	Brian	Ships Ahoy Custom Cruises LLC	11145 East Sonrisa Ave.	Mesa	AZ	85212	(602) 903-7234
Sima	Jeff	Perfect Travel Services, LLC	860 E Kramer St	Mesa	AZ	85203	(480) 787-5576
Montgomery	Natalie	Natalie K & Benjamin L Montgomery	45 Arch Drive	Sedona	AZ	86351	(864) 278-3015
Malice	Maria	MLM & ASSOCIATES, L.L.C.	3322 E Bloomfield Rd	Phoenix	AZ	85032	602-428-4116
Feltman	James	James E. Feltman Jr.	1715 E Aurelius Ave	Phoenix	AZ	85020	(602) 541-6080
Todd	Ronna	Ronna G. Todd & David D. Todd	16632 W Alvarado Dr	Goodyear	AZ	85395	(505) 400-4812

Werhan	Robyn	Robyn R. Werhan	2532 N Fourth St. #150	Flagstaff	AZ	86004	(928) 440-4026
Michaud	JoAnne	JoAnne Michaud Travels, LLC	16402 S 29th Dr	PHOENIX	AZ	85045	(919) 452-0227
Casper	Christopher	ABC Travel, LLC	3213 N 41st Place	Phoenix	AZ	85018	(480) 248-2403
Cassavaugh	Gregory	Gregory Alan Cassavaugh	2516 E. Javelina Ave	Mesa	AZ	85204	(480) 750-9393
Kaduchak	Nanette	Aye Vacay, LLC	2043 E Southern Ave. Unit D	Tempe	AZ	85282	(480) 999-9939
Bourdo	Raven	Apreel Raven Nye Bourdo and Calvin Bourdo	1772 N. 79th Avenue #1121	Glendale	AZ	85308	(623) 703-1127
Wolfe	Kristine	Kristine E. Wolfe and Eric Jon Potvin	2910 Thunderbird Drive	Sierra Vista	AZ	85650	(520) 255-2621
Calvin	Tom	Thomas Calvin	623 W Navarro Ave	Mesa	AZ	85210	(480) 567-0202
Chipman, CTA, ACC	Carrie	Carrie Chipman	15865 S. 1st Ave.	Phoenix	AZ	85045	(480) 256-1494
Altamirano	Taunya	Live Love Drink Travel, LLC	10392 W NOSEAN RD	PEORIA	AZ	85383	(623) 500-3414
Keesling	Susan	Countdown to Travel LLC	14402 N 9th St	Phoenix	AZ	85022	(602) 570-8562
Master	Kathleen	Kathleen Master	463 West Aster Drive	Chandler	AZ	85248	(480) 791-9294
Blanks	Janet	Janet E. Blanks	2851 E Binner Drive	Chandler	AZ	85225	(480) 275-2760
Bonahoom	Kara	Kara M Bonahoom	1850 McCulloch Blvd N C1 #232	LAKE HAVASU CITY	AZ	86403	(928) 846-1716
Grant	Tabitha	Tabitha J. Grant & Trevin L. Grant	22855 E Via Las Brisas	Queen Creek	AZ	85142	(949) 326-8559
Cinquini	Tony	Anthony Cinquini	12875 N 57th Ave	Glendale	AZ	85304	(623) 444-8753
Willis	Linda	Linda Willis	1636 N 125th Lane	Avondale	AZ	85392	(602) 332-3601
Filaski	April	April J. Filaski	1350 S. Ellsworth Rd. Apt #1083	Mesa	AZ	85209	(480) 579-2002
Summers	Jerald	OMG Travel LLC	4335 E Turney Ave	Phoenix	AZ	85018	(602) 975-8964
Bateman	Daniel	Daniel A & Joanne Bateman	2425 W Bronco Butte Trail	Phoenix	AZ	85085	(623) 777-9661

			Unit 2025				
Landry	LeTawnya	LeTawnya Landry	840 Bluecrest Place	Lake Havasu City	AZ	86406	(253) 217-8325
Aspden	Craig	Craig Allen Aspden	1085 E Desert Moon Trail	San Tan Valley	AZ	85143	(480) 220-6529
Tierney	Sherry	Sherryl Prentiss Tierney	11144 N Par Drive	Tucson	AZ	85737	(520) 338-2765
Hsia	Paul	Paul, Melanie & Jeremy Hsia	800 High Street, #412	Palo Alto	CA	94301	(650) 321-6888
Heuton	Sharon	Sharon L Heuton	20021 Gibbs Dr	Sonora	CA	95370	(209) 532-8637
Walker	Stephen	Stephen Walker	7593 Sylvan Creek Ct.	Citrus Heights	CA	95610	(916) 918-0499
Furlan	Mark	Just Add Water Vacations	3205 VIA BUENA VISTA C	Laguna Woods	CA	92637	(949) 716-3020
Burdon	Bill	William M Burdon	2821 Calle Loreto	Palm Springs	CA	92264	(818) 760-5111
Notagiacomo ACC	Joni	Jonice G. Notagiacomo	11301 W Olympic Blvd., #533	Los Angeles	CA	90064	(310) 338-2155
Shaterian	Albert	Albert Shaterian	1438 Rancho View Dr.	Lafayette	CA	94549	(925) 930-0620
Croly	Terence	Terry Croly & David Pyle	810 Eddy St. #401	San Francisco	CA	94109-7708	(415) 674-7500
Truitt	Richard	Richard L. Truitt Enterprises, Inc	2973 Sundance Circle East	Palm Springs	CA	92262	407-739-7686
Ojogwu	Anthony	Anthony Ojogwu	731 Deerwood Avenue	Lathrop	CA	95330	(209) 665-3015
Faber	Steve	Steve Faber	54 Arguello Circle	San Rafael	CA	94901	(415) 485-0100
Lewis	Becky	Rebecca Lewis	4216 S. Mooney Blvd., #147	Visalia	CA	93277	(559) 804-5116
Hasselbach, ACC	Lisa	Lisa Hasselbach	3484 Cashmere Street	Danville	CA	94506	925-718-3015
O'Brien, MCC, CTA	Dawn	Wheelie Fun Cruise and Travel, LLC	800 Grand Avenue #105	Carlsbad	CA	92008	(760) 994-0712
Tu	Ann	Copperleaf Enterprises Inc	28 Copper Leaf	Irvine	CA	92602	(714) 442-3632
Ghiozzi	Alexandra	Alexandra Ghiozzi	704 Thompsons Drive	Brentwood	CA	94513	(925) 240-0932
McCarthy	Des	Desmond McCarthy	263 Strada Fortuna	Palm Desert	CA	92260-1802	(760) 773-9910

Roth ACC	Parrish	Parrish Roth ACC	3060 Hillside Ave	Norco	CA	92860	(951) 734-4196
Wu	Ann	Mabel Ann Lum Wu and Ben H Wu	560 S. Avenida Faro	Anaheim Hills	CA	92807	(714) 974-8384
Frazier	Morrie	Morrie and Beverly Frazier and Molly Mandal	1751 N Rogers	Clovis	CA	93619	(559) 299-4336
Krabill	Derek	Derek Krabill & Norman Buchbinder db Valley Travel	4 Brandeis Circle	Rancho Mirage	CA	92270	(760) 880-9313
Pretkus-Combs	Susan	Susan Pretkus-Combs	32722 Coppercrest Dr	Trabuco Canyon	CA	92679	(949) 709-0098
Gomes	Margaret	Gomes and Associates LLC	848 6th Street #1	Los Banos	CA	93635-4214	(209) 826-2584
Yerondopoulos	Jacquelin	Jacquelin Yerondopoulos	1141 Fairlawn Ct # 1	Walnut Creek	CA	94595	(858) 344-9555
Fulton	Melissa	Travel By Meli, Inc.	29101 Bouquet Canyon Rd.	Silverado	CA	92676	(949) 433-5129
Scannell	Christy	Christina Scannell	9204 Rickie Road	Lakeside	CA	92040	(619) 955-5535
Cocadiz	Dori	Teodora & Romy Cocadiz & Elle & Danielle Cabrera	1361 Hillside Blvd	South San Francisco	CA	94080	(650) 784-9054
Socol	Carol	Carol Socol & Ali Bernstein	4061 Sapphire Drive	Encino	CA	91436	(424) 832-3234
Speaker, ACC	Shannon	Shannon Speaker	8620 Belford Ave. #405	Los Angeles	CA	90045	(310) 216-9057
Leidner	Bob	The Vacation Authority, Inc.	56498 Palms Drive	La Quinta	CA	92253	(760) 848-7200
Ng	Connie	Great Escape Travel Inc.	740 Texas Street Suite 206	Fairfield	CA	94533	(707) 766-0904
Benipayo	Rodrigo	Rodrigo Z. & Natilou D. Benipayo	1651 Allenwood Circle	Lincoln	CA	95648	(916) 258-7100
Javellana	Dorothy	Dorothy & Rafael Javellana	21889 Propello Dr	Santa Clarita	CA	91350	(661) 373-3888
Harris	Alan	Alan and Alisa Harris	1854 Avenida Mimosa	Encinitas	CA	92024	(760) 274-6291
Bernardo	Emelita	Emelita Bernardo	297 Beachview Ave	Pacifica	CA	94044	(650) 580-8297
Bhatnagar	Nitin	Nitin Bhatnagar	664 Camino del Sol	Thousand Oaks	CA	91320	(805) 499-0000
Montebello	Wendy	WM Adventures Inc	34 Via Madera	Rancho Santa Margarita	CA	92688	(949) 681-8092

Soda	Kim	Kimberly Soda & Douglas Michael Soda Jr.	391 Alamo Way	Oceanside	CA	92057	(760) 453-2941
North	Laura	JJLM Corporation	1100 Town & Country Road Suite 1250	Orange	CA	92868	(714) 282-1600
Buckley	Traci	Live Your Bliss Travel LLC	1045 Billington Lane	Roseville	CA	95747	(916) 595-2046
Anderson	Jeanne	Jeanne Anderson & Timothy Hood	3380 La Sierra Ave. Suite 104-481	Riverside	CA	92503	951-742-8033
Samier	Elisaden	Elisaden Canlas & Suaib Mohammad Samier	2432 Rockrose Cir	Roseville	CA	95747	(916) 899-0365
Munly	Paul	Paul Munly	1712 Magnolia Ave.	Chico	CA	95926	(530) 535-8747
Smith	Julianna	Mellifera Travel, LLC.	1551 5th St.	MANHATTAN BEACH	CA	90266	(805) 403-0804
Mejia	Alexander	Alexander & Audreyann D Mejia	27851 Wild Sage CT.	Menifee	CA	92585	(951) 672-2967
Riggall	Ian	Mirmar Company, LLC	5808 Calico Cove Ct	Bakersfield	CA	93306	(661) 348-4204
Hose	Johnna	Johnna Hose	40583 La Salle Pl	Murrieta	CA	92563-6418	(951) 440-7575
Mansfield	Debra	Debra A. Mansfield	56 Stonetree Lane	Novato	CA	94945	(415) 761-2010
Wheeler	Lynn	Lynn Wheeler	10772 Meadow Glen Way East	Escondido	CA	92026	(760) 297-1044
Aguilar	Diana	Diana Aguilar	10556 Combie Rd # 6346	Auburn	CA	95602	(530) 414-0209
Peterson	Pamela	Pamela A Peterson	364 W. Kirkwall Rd	Glendora	CA	91740	(626) 224-2211
Alston	Sandra	Sandra & William Alston	6569 Scaup St	Carlsbad	CA	92011	760-814-2123
Wilson	Bill	William L. & Barbara A. Wilson	630 David Circle	Placerville	CA	95667	(530) 919-6367
Borja	Anna	Anna Borja & Siliana Chacon	1650 E Gonzalez Rd #313	Oxnard	CA	93036	(805) 919-9094
Golden	Shaun	Trunkie Life, LLC	29426 Gary Drive	Santa Clarita	CA	91387	(818) 741-4031
Haskins	Will	William Haskins	6150 Center Street #428	Clayton	CA	94517	(925) 286-3584

Schallmann	Julie	Julie & Robert Schallmann	5318 E 2nd St Suite 147	Long Beach	CA	90803	(562) 433-3841
Quiatchon	Neil	Jose Neil Q. Quiatchon & Jocelyn A. Quiatchon	3320 Fetereia Drive	Modesto	CA	95355	(209) 552-0933
Giannavola	Anna	Anna Mills-Giannavola & Anthony Giannavola	1838 Poppy Dr Unit 4	Simi Valley	CA	93065	805-624-7435
Dvareckas	Laura	Laura & Jonathan Dvareckas	14750 Mandan Road	Apple Valley	CA	92307	(910) 518-5137
Smith	Donald	DC Smith Personalized Travel Inc.	14188 Larkin Court	Fontana	CA	92336	(310) 882-5177
Huff	Michele	Michele & Jason Huff	4405 Rhineland Dr	Fort Irwin	CA	92310	(334) 718-5579
Carlson	Jeremy	C & O Travel, LLC	28 Bruce Court	Pleasant Hill	CA	94523	(925) 278-1684
Melchor	Kevin	Kevin Melchor	1543 Clark Street	Upland	CA	91784	(909) 736-9878
Elliott	Jodie	Jodie A Elliott	1631 E Oak Place	Anaheim	CA	92805	(657) 201-3140
Merkel	Shanon	Shanon Merkel	3174 Richert Avenue	Clovis	CA	93619	(559) 906-4927
Pitman	Liz	Elizabeth Pitman	6387 Menlo St.	Simi Valley	CA	92063	(310) 560-2549
Thevenot	John	John Thevenot	2941 Ponderosa Circle	Thousand Oaks	CA	91360	(805) 590-6292
Murray	Suzanne	Suzanne Michelle Murray	6578 Barranca Drive	Riverside	CA	92506	(951) 268-7083
Nicol	Jennifer	Jennifer Nicol	3009 Ridge Rd	Mokelumne Hill	CA	95245	(925) 234-3535
Budanov	Oleg	Oleg Budanov	669 26th Avenue	San Francisco	CA	94121	(415) 702-3020
Raj	Rosaline	Rosaline Raj	117 Bernal Road Suite 70-306	San Jose	CA	95119	(408) 438-5974
Hoy	Anna	Anna Hoy	17102 Stark Ave	Cerritos	CA	90703	(562) 403-2344
Bharathur	Shruthi	Shruthi Bharathur	501-I South Reino Road #390	Newbury Park	CA	91320	(805) 551-4960
mendoza	felix	Fridrick, Mendoza and Associates Dream Vacations	3030 Knoxville Avenue 3030 Knoxville Avenue	Long Beach	CA	90808	(562) 452-7783

Smith	Susan	Susan Smith	612 S Catalina Ave #305	Redondo Beach	CA	90277	(972) 713-9662
Jones	Steve	Steve Jones	651 West 42nd Place	Los Angeles	CA	90037	(323) 621-6668
Griffin	Janis	Journeys by Janis LLC	63 Calle Cabrillo	Foothill Ranch	CA	92610	(949) 505-9155
Thornton	Donna	Donna Marie Malpaya Thornton	2862 Sewell Avenue	San Diego	CA	92154	(619) 261-5018
Kahawatte	Niro	Niro World Cruises Inc.	10420 Downey Ave Apt #205	Downey	CA	90241	(424) 599-3999
Foster	Lori	Lori Foster	57 Calle Akelia	San Clemente	CA	92673	(949) 391-9294
Chaplin	Tracy	Tracy & Lance Chaplin	3020 Orbetello Way	El Dorado Hills	CA	95762	(916) 234-0301
Mark	Andrew	Andrew Mark & Amber Mark	612 Hawthorne St. #C	Glendale	CA	91204	(818) 949-2735
Denman	Michelle	Lunabella Travel	7009 Cedar Ln	Dublin	CA	94568	(925) 999-9944
Perral	Mark	Mark Kevin Perral and Christina Perral	11714 Revolution Road	Bakersfield	CA	93312	(630) 254-7286
Ugale	Angela	PRESTIGE WORLD TRAVEL AND TOURS LLC	3595 Inland Empire Blvd Bldg. 3	Ontario	CA	91764	(951) 751-8509
Aduna	Alfonso	Alfonso Aduna	12840 Rosencrans Avenue	Norwalk	CA	90650	(213) 477-4576
Leonhardt	Heidi	Heidi Leonhardt	27745 Gacier Place	Castaic	CA	91384	(661) 714-5703
Jackson	Frances	Frances A. Jackson & Raymond S. Jackson	1070 Calle Pilares	Chula Vista	CA	91913	(619) 674-7882
Manansala	Garry	GM & LL LLC	4443 Cancun Court	Fairfield	CA	94533	(415) 234-0582
Walter	Keith	Heart of the Fair Oaks Village, LLC	10148 Fair Oaks Blvd	Fair Oaks	CA	95628	(916) 496-3209
Egenberger	Kent	Kent S. Egenberger & Bebelyn E. Egenberger	18 Hazelnut	Irvine	CA	92614	(949) 296-9839
Valentin	Luis	Luis Valentin & Jose A. Ramirez	13340 Brainhead Ct	Victorville	CA	92394	(626) 975-1407
Galoso	Robbie	Robbie Galoso	400 Continental Blvd 6th FL Suite 6174	El Segundo	CA	90245	(909) 437-7300
Caradine	Adoria	Trips & Events-2-Adore LLC	1250 FAIRMONT DRIVE	SAN LEANDRO	CA	94578	(510) 724-2367

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Gamboa	Yra	Ma Myra S. Gamboa	435 Florence Ave	Ontario	CA	91764	(626) 494-4167
Altheide	Jen	This Girl Jen! LLC	58 Rolling Ridge	Rancho Santa Margarita	CA	92688	(949) 330-3300
Mondia	Lori	Your Vacation Finders, LLC	4674 Greenbush Dr	Concord	CA	94521	(650) 777-7113
Martinez	Vera	Vera Martinez	1873 Trenton Place	Brentwood	CA	94513	(925) 639-9194
Soleimani	Shabnam	Shabnam Soleimani	478 Monroe	Irvine	CA	92620	(949) 466-8028
Beddome	Carla	Carla Mae Beddome, Barbara A & James Thomas Follas	50 Pinzon	Rancho Santa Margarita	CA	92688	(949) 350-5447
Areida	Maxine	Maxine Areida & Thomas Michael Areida	1705 Cortez Avenue	Stockton	CA	95209	(209) 676-3625
Rhyne	Karen	Karen Rhyne and Lorraine Jones	2340 Port Durness	Newport Beach	CA	92660	949-644-0148
Anderson	Wendy	Wendy P. Anderson	24323 Jackson Avenue Apt 311	Murrieta	CA	92562	(951) 970-4273
Brown	Selby	Selby Brown III	505 Autumn Meadow Dr	San Jose	CA	95123	(619) 846-7322
Jordan	Mike	KD'S CRUISES AND TOURS	7131 Dunklau Rd	Ft. Garland	CO	81133	(719) 379-3133
McKenna	Steve	The McKenna Travel Goup LLC	2647 Trailblazer Way	Castle Rock	CO	80109	(720) 542-9864
Ogden	Lynn	Lynn Ogden	5671 S Hannibal Way	Centennial	CO	80015	(720) 524-8560
Winchell	Rhonda	Winchell & Associates, LLC	300 Center Dr. Ste. G #329	Superior	CO	80027	(720) 696-0566
Garies	Dana	Dana D. Garies	5092 Horned Owl Way	Parker	CO	80134	303-579-6782
Calenda	Monica	CO Travel Group, LTD	14261 E 4th Ave, Ste 230	Aurora	CO	80011	(720) 352-9509
Kleppe	Jon	Cloudblue Vacations, LLC	2546 South Main Street	Erie	CO	80516	303-828-1015
Johnson	Megan	Shay World Travel Group, LLC	212 Mulligan Lake Drive	Mead	CO	80542	303-776-0969
Thomas	Sarah	Sarah Thomas	4190 Swanson Way Unit 210	Castle Rock	CO	80109	(913) 820-1676
Simpson	Cheryl	Cheryl L. Simpson	9666 Brentwood Way	Broomfield	CO	80021	(703) 646-VACA

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Taylor	Debbie	Travel Deals for All LLC	200 Quebec St. Bldg 300-111 #6	Denver	CO	80230	(303) 589-6692
Anderson	Roberta	Anderson Getaways, LLC	590 W Highway 105 STE 171	Monument	CO	80132	(719) 345-6200
Olson	Samantha	Unforgettable Travel, LLC	2240 Pinyon Jay Drive	Colorado Springs	CO	80951	(719) 430-6333
Ortiz	Daisy	Endless Adventure Travel LLC	1407 S. Olathe Way	Aurora	CO	80017	(720) 505-6435
Orndoff	Eric	Eric Orndoff & Tracey Mancini	79 Travis Cir.	Colorado Springs	CO	80916	(719) 359-2574
Hunter	Jennae	Go See It All LLC	11350 Whooping Crane Drive	Parker	CO	80134	(720) 504-3232
Martinez	Meghann	Meghann Nicole Martinez & Andrew C. Martinez	1490 S Chase Ct	Lakewood	CO	80232	(720) 572-1980
Peace	Katie	Katrina L. Peace & Dennis Brock Peace	423 Moss Rock Way	Johnstown	CO	80534	(970) 660-4601
Edridge	Heather	Heather Edridge & Neil Edridge	3251 Kingfisher Court	Fort Collins	CO	80528	(970) 581-8549
Mahaffey	Brent	Brent Mahaffey	7061 E 121st Place	Thornton	CO	80602	(720) 263-0004
Schulte	Caroline	Time To Travel LLC	2700 G Road, Unit 14A	Grand Junction	CO	81506	(970) 250-4481
Sala	Jennifer	Jennifer Lynn Sala	21293 E Whitaker Dr	Aurora	CO	80015	(303) 949-5300
Trinkle	April	April Trinkle & Bryan E. Trinkle	589 Burke Hollow	Monument	CO	80132	(719) 359-3611
Butler	Julianne	WORLDSEEKER TRAVEL INC,	1569 South Forest Street	Denver	CO	80222	(720) 799-2112
Rand	Beth	Oronsay Cruise and Travel LLC	1090 W 134th Avenue, Suite B	Westminster	CO	80234	(720) 781-8003
Swain	Bryan	Bryan Christopher Swain	400 North Park Avenue #10-B	Breckenridge	CO	80424	(970) 393-7123
McAllister	Mindy	Mindy McAllister & Alexander Pacheco	1211 Bluestem Blvd	Pueblo	CO	81001	(719) 251-0672
Ekis	Charlotte Marie	Global Travel By Charly LLC	434 Vance St	Lakewood	CO	80226	(720) 236-0503
White	Linda	Linda Jean White	1355 N Gantts Fort Ave	Pueblo West	CO	81007	(719) 948-8007

Johnson	David	Castle Pines World Travel LLC	8373 Winter Berry Drive	Castle Pines	CO	80108	(720) 733-0680
Gonzales	Linnore	Nahesa Productions, LLC	8158 Superior Circle	Littleton	CO	80125	(303) 390-1577
Crocker	Erika	Erika Emilia Crocker	6652 Snowy Range Dr	Colorado Springs	CO	80923	(719) 684-3511
Miller	Wesley	Wesley & Jamie Miller	62 Anella Drive	Bethany	CT	6524	(203) 898-4542
Michael	Sonja	Sonja J Michael & David Carroll	34 Brook Rd	Enfield	CT	6082	(860) 741-3514
Solimene	Joseph	Joseph M Solimene	37 Jennifer Drive	North Haven	CT	6473	(203) 859-3800
Sayers	Susan	SSRT Consultants, LLC	110 Skinner Road	Berlin	CT	6037	(860) 829-0492
Carlson	Deborah	All Ways Travel and Tour LLC	540 Lakeside Dr.	Bridgeport	CT	6606	(203) 331-7073
Quinn-Panzer	Karen	Cruise Vacations Unlimited, LLC	39 Lawrence Ave.	Milford	CT	6460	(203) 647-3107
Peet	Melissa	Melissa Peet	31 Britannia Dr	Danbury	CT	6811	(203) 989-0449
Hiltz	Joanne	Joanne Hiltz	660 Goose Lane	Guilford	CT	6437	(203) 650-0622
Balter	Lisa	Balter Travels LLC	35 Red Bluff Rd	East Haven	CT	6513	(203) 823-9656
Longo	Joseph	Joseph Longo	49 Woodpark Dr.	Watertown	CT	6795	(203) 779-0220
Rascati	Billie	Billie Rascati	80 Foxon Blvd	East Haven	CT	6513	(203) 891-6829
Frett	Rosemond	Rosemond Frett	11 Burton Street	Hartford	CT	6112	(860) 522-3600
Brown	Trinita	Trinita Brown	1835 Tulip Street NW	Washington	DC	20012	(202) 567-6675
Barreras	Felix	Felix Barreras and Associates LLC	2125 14th Street NW #805	Washington	DC	20009	(202) 515-1034
Cardaneo, ACC CSS	Bob	Cruise With Bob LLC	32317 Mulligan Way Baywood Greens	Long Neck	DE	19966	(302) 945-4620
Nolan ECC	Elaine	Elaine Nolan	159 Orchard Grove Court	Camden	DE	19934	(302) 698-6468
Haupt	Bobbye	Travel Partners of Delaware, LLC	63 Long Rifle Ct	Newark	DE	19702	(302) 737-2312
Mazzola	Sal	MAZ Getaways, LLC	34325 Spring Brook Ave	Lewes	DE	19958	(302) 643-2877

Foy	Chuck	C and C Travel LLC	19266 Coastal Hwy Unit 4 Suite #64	Rehoboth Beach	DE	19971	516-331-2353
Morris	John	Sicamor LLC	543 Bethany Loop	Bethany Beach	DE	19930	(302) 678-3239
Shirey	Nancy	BNS Travel, LLC	33551 Herring View Drive	Lewes	DE	19958	(410) 465-6263
Peabody	larry	Dream Travel @ The Riverfront Inc.	600 N Market St	Wilmington	DE	19801	(302) 981-4997
Sanchez	Sophia	Sophia Sanchez & Nathaly Bernard	220 New York Ave	Claymont	DE	19703	302-791-0371
Cline	Casey	Holiday Away Vacations, LLC	3200 Kirkwood Highway #1008	Wilmington	DE	19808	(443) 629-0190
Littleton	Michelle	Away We Go, LLC	20399 Blueberry Drive	Lincoln	DE	19960	(302) 538-5888
Cunningham	Dianne	Dianne Cunningham	114 Sedimentary Rock Rd	Dover	DE	19904	(917) 676-6674
Wilkinson	Brian	Boat-n-Beach Travel, LLC	1239 Caitlin Way	New Castle	DE	19720	(302) 639-6699
Reed	Roy	Roy Roger Reed Jr.	413 Cypress Way	Bear	DE	19701	(302) 595-2011
Kerns	Kristine	Kristine L Kerns	3250 Westcott Ct	Palm Harbor	FL	34684-1623	(727) 786-1838
Griseuk	Mary Jo	Five Star Meeting & Travel Planning	14022 Fiesta Circle	Jacksonville	FL	32225	(904) 930-4702
Chen	Dennis	Melden Cruises, LLC	8345 NW 66 St #4137	Miami	FL	33166	(305) 728-4613
Hempstead	Jacqueline	Jacqueline Hempstead	96333 Grande Oaks Ln	Fernandina Beach	FL	32034	(904) 844-2185
Purvis	Gina	Gina Purvis Travel, LLC	11967 W Brookside Ct	Homosassa	FL	34448	(352) 503-6568
Mocharski	Irene	Irene and Paul Mocharski	15632 Panther Lake Drive	Winter Garden	FL	34787	(845) 638-3984
Cabaniss	Judy	Judy Cabaniss	4460 Aberdeen Circle	Viera	FL	32955	(321) 504-0237
Mixon, ACC	Leilani	As You Wish Vacation INC	7010 NW 39th Ct	Coral Springs	FL	33065	(954) 309-0255
Richards	Donna	Donna Richards	7360 36th Court	Vero Beach	FL	32967	(772) 569-1977

Richman ACC	Alan	RICHMAN OHARE & ASSOCIATES INC	4124 8th Ct	Lantana	FL	33462	(561) 899-3206
Raman	Raja	Raja Raman	10016 Exhibition Circle	Jacksonville	FL	32256	(904) 446-8093
Orzech	Joan	Joan Orzech	1802 SW Monterrey Lane	Port St Lucie	FL	34953	(772) 340-1855
Wolmetz	Anita	Anita Wolmetz	11698 Briarwood Cir. #2	Boynton Beach	FL	33437	(561) 742-9600
Senita	David	David Senita	8970 NW 148 Terr	Miami Lakes	FL	33018	(786) 235-5057
Eff	Irene	Perfect Travel, Inc.	9349 SW 102nd Avenue Road	Ocala	FL	34481	(410) 357-0717
Porras	Michelle	M & M Travel, LLC	8781 Lakeview Drive	Parkland	FL	33076	954-829-0356
Wright	Joseph	Joseph Wright	4077 Luther Fowler Rd	Pace	FL	32571	(850) 393-2322
Bion	Juanita	Juanita Bion	1206 SW 51st St	Cape Coral	FL	33914	(651) 484-0466
Todal	Gunnar	Gunnar Todal	6278 North Federal Highway #197	Fort Lauderdale	FL	33308	(484) 764-9010
Kennedy	Sean	Sean Kennedy	12032 SW Knightsbridge Ln	Port St. Lucie	FL	34987	(772) 345-3298
Matthews	Robin	Robin & Thomas Matthews	7608 Lexington Club Blvd Unit A	Delray Beach	FL	33446	(561) 488-5656
Rice	Barbara	Barbara B Rice	2072 Cortez Ave	Vero Beach	FL	32960	(772) 569-1821
Carmer	Kathleen	Kathleen L. Carmer	1735 Berkshire Circle SW	Vero Beach	FL	32968	(720) 341-1885
Nemia, ECC, LS	Carolyn	Camelot Adventures, Inc.	10776 Ravenna Way	Fort Myers	FL	33913	(609) 625-8100
Shannon	Michele	Michele Shannon	1460 Gulf Blvd #504	Clearwater	FL	33767	(727) 517-8180
Sexsmith	Jeremy	Your Travel Fix, LLC	3694 SE Fairway E	Stuart	FL	34997	(772) 214-9985
Schwartz ECC	Larry	Values Voyages and Ventures LLC	9640 Bergamo Street	Lake Worth	FL	33467	(410) 779-9230

Garroway	Joanne	Joanne Garroway	5982 Las Colinas Cir	Lake Worth	FL	33463	(561) 967-4646
Vassou	Tammie	Tammie and Glen Vassou	12910 NE 75th Street	Bronson	FL	32621	(352) 486-8998
Johnson	Richard	Yardley Associates Inc	6477 Marbletree Lane	Lake Worth	FL	33467	(561) 968-1900
Smarra	Steven	Darlene & Steven Smarra	205 Taft Dr	Davenport	FL	33837	(561) 935-4001
Stevens	Paul	World Class Destinations, LLC	340 NW 35th Court	Oakland Park	FL	33309	(954) 561-8829
Bellmas	Simone	Simone and Luis Bellmas	6821 Hancock Rd	SW Ranches	FL	33330	(954) 931-2912
Lauderdale	Kristina	Kristina Lauderdale & Danielle Monds	4330 Hillcrest Dr. #308	Hollywood	FL	33021	(954) 300-2503
DeVito	Janet	Book It With Janet, LLC	100 1st Ave North Suite 2603	St Petersburg	FL	33701	(727) 294-7320
Newby	Sharon	Sharon R. Newby	3737 Diamond Oak Way	Zellwood	FL	32798	(407) 309-7447
Troxell MCC	Monica	Monica & Ronald Troxell	523 Coral Trace Blvd	Edgewater	FL	32132-6944	(386) 410-4444
Ditmars, Jr. A.C.C.	Robert	Robert Ditmars Jr.	5123 Willow Links	Sarasota	FL	34235	941-650-7770
Fannin	Teresa	Kismet Travel LLC	39506 Gloryland Dr	Dade City	FL	33525	(813) 409-3122
Venturi	Jill	Ticket to Paradise Travel Inc	2160 58th Avenue #239	Vero Beach	FL	32966	(772) 564-2477
Castiglione	Frank	Frank Castiglione & Associates, LLC	10715 Versailles Blvd	Wellington	FL	33449	(561) 333-7785
Stewart	Ronald	Global Cruise and Travel	3141 NW 47th Terrace Apt 118	Lauderdale Lakes	FL	33319	(954) 547-5234
Schubert	Chris	Chris and Cheryl Schubert	1418 Mayesville Way	The Villages	FL	32162	(352) 350-7719
Caldwell	Kathleen	Kathleen Caldwell	7930 Longshadow Ct.	Jacksonville	FL	32244	(904) 278-1105
Walker	Mikaela	Mikaela Walker-Meyer	10524 Moss Park Road Suite 204-778	Orlando	FL	32832	(646) 374-0967
Whidden	Dennis	Dennis Whidden	2910 Kerry Forest Pkwy 4D-351	Tallahassee	FL	32309	(850) 893-7300

Stutzman	Mack	Port to Port LLC	909 Shady Canyon Way	Poinciana	FL	34759	(863) 496-5262
Lazinsky	Neil	Neil and Debra Lazinsky	11683 Caracas Blvd.	Boynton Beach	FL	33437	(631) 782-1537
Persaud	Veronica	Veronica Persaud	5951 Wellesley Park Dr, Suite #504	Boca Raton	FL	33433	(561) 740-8151
Thomas	Cheri	Pastor Enterprises, Inc.	1724 E. Ridgeline Path	Inverness	FL	34453	(352) 527-8473
Vianello	Victor	Vianello&Associates,Inc	5801 SW 50 Terr	Miami	FL	33155	(305) 665-1517
Bekier	Kinga	Deep Water Travel LLC	2920 Anniston Rd	North Port	FL	34288	(941) 421-4239
Martin	Trapper	Craig Trapper Martin & Michael Shane Smartt	7836 Holiday Isle Drive Unit 203	Belle Isle	FL	32812	(202) 330-1301
Dews	John	John D. and Sharon B. Dews	2962 Longbrooke Way	Clearwater	FL	33760	(727) 536-9991
Scavron	Ron	SEA JAY CRUISES, INC.	Festival Marketplace 2900 West Sample Rd, Booth 5305	Pompano Beach	FL	33073	(954) 227-7772
Loria	Vince	Oceans Eleven of Sarasota Inc.	4780 Country Meadows Blv	Sarasota	FL	34235	(941) 342-9555
Skipper	Sherri	Sherri Skipper	15510 Laguna Hills Drive	Ft. Myers	FL	33908	(239) 454-0550
Kreisberg	Allen	Allen Kreisberg	4782 W. Commercial Blvd	Tamarac	FL	33319	(305) 790-9026
Delaney	Tom	Thomas Delaney Jr and Nicole Delaney	11017 River Trent Court	Lehigh Acres	FL	33971	(239) 560-7980
Brengle	George	George and Anne Brengle	4325 Cape Haze Drive	Placida	FL	33946	(941) 210-0156
Silva	Alfredo	Jose Alfredo Silva and Roger A Silva	800 North Miami Ave E-1007	Miami	FL	33136	(786) 467-0623
Skolnick	Andy	SKA Enterprises LLC	1301 Baez Way	The Villages	FL	32162	(352) 751-1122
Brewer	Bill	William W. Brewer	3643 SW Pheasant Run	Palm City	FL	34990	(772) 233-9707
Stevens	Susan	Cruise & Tour Services, Inc	540 S Banana River Dr.	Merritt Island	FL	32952	407-258-8726

			Unit 201				
Hargarther	Mara	Hargarther, Thaler & Associates, LLC	101 Marketside Avenue Ste 404-174	Ponte Vedra	FL	32081	(904) 280-1992
Gordan, MCC	Judi	Judi and Andrew Gordan	10227 Grand Oak Circle	Madeira Beach	FL	33708	(727) 397-1900
Santisteban	Ralph	Breakaway, Inc.	16085 SW 101 Terrace	Miami	FL	33196-6162	(305) 752-5500
Farrell	Edward	Cruise Art LLC	2719 Hollywood Blvd Ste 2	Hollywood	FL	33020	(754) 216-1513
Volpe	Carrie	Carrie Volpe	956 Nixon cir ne	Palm Bay	FL	32907	(321) 574-0292
Turman	Beth	Turman Travel, Inc.	14773 Cumberland Dr Ste 108D	Delray Beach	FL	33446	(561) 808-8821
Smith	Robert	Robert A Smith & Kathryn Michelle Smith	8566 SW 79th Ave	Ocala	FL	34476	(706) 534-0335
Foxlow	David	David & Linda Foxlow	9005 68TH AVE E	Bradenton	FL	34202	(941) 727-9670
Jobe	Matthew	David Matthew Jobe	3527 McCormick Woods	Ocoee	FL	34761	(865) 235-8118
Steinman,MCC	Candie	Candie Steinman	12030 Santaluz Dr #201	Ft. Myers	FL	33913	(239) 689-1629
Newquist	Merci	Merci Newquist	558 Lakeworth Circle	Lake Mary	FL	32746	(407) 732-7065
Christoffersen, MCC	Marty	Marty Christoffersen	10644 Gooseberry Ct.	Trinity	FL	34655	(727) 645-5814
Velazquez	Arnold	Break Time Travel, LLC	8011 West 18 Lane	Miami Lakes	FL	33014	(786) 565-2785
Ramdial	Michael	Concierge Creations LLC.	550 Coliseum St. Apt. 31207	Orlando	FL	32828	(321) 418-7080
Lockett	Thomas	Thomas E & Regina G Lockett	2040 Foxtail View Ct	West Palm Beach	FL	33411	(561) 444-3526
Doe	David	David Doe LLC	1201 W. Cypress Creek	Fort Lauderdale	FL	33309	(954) 958-3711
Loisage	Jacqueline	Jacqueline Loisage	3956 Town Center Blvd	Orlando	FL	32837	(407) 847-0062
Davis	Sharon	Sharon M Davis	8711A SW 91st Street	Ocala	FL	34481	(352) 509-4832

Villella	Bryan	Bryan Villella	4302 Winderlakes Drive	Orlando	FL	32835-2608	(407) 250-5635
Knox	Debbie	BD Knox & Associates, LLC	1634 Morning Dove Loop North	Lakeland	FL	33809	(863) 815-0995
Rust	Tracy	Tracy Rust	9764 Sun Seeker Drive	Venice	FL	34292	(970) 462-1366
Kenyon	Shauna	MY FIVE STAR TRAVEL LLC	1110 Riflecrest Avenue	Valrico	FL	33594	(813) 324-8236
Boles	Jay	Jay Boles & Linda Newcomb	2819 Old Carriage Lane	Fort Walton Beach	FL	32547	(850) 244-0267
Bourne, ACC	Candice	Candice Bourne	19100 SW 57 Court	Southwest Ranches	FL	33332	(954) 609-5023
Teet, MCC, VTA, CTA	Ray	JORATE CORP	2740 SW Martin Downs Blvd #302	Palm City	FL	34990	(772) 237-3496
Finkelstein, CTA, ECC, LS, CATP	Marcia	Cruises & Tours Worldwide, LLC	4096 Wolverton E	Boca Raton	FL	33434	(732) 222-2111
Mellen	Peg	Peggy & Daniel Mellen Dream Vacations LLC	2320 Mossy Oak Drive	North Port	FL	34287	410-753-4990
Sauer, ECC	HJ	Planet Earth Travel LLC	6919 Treymore Court	Sarasota	FL	34243	(941) 312-6976
Ross McKinney	Oriel	McKinney Brands LLC	2246 Wild Tamarind Blvd.	Orlando	FL	32828	(407) 504-7677
Collazo	Janette	Janette Collazo	36721 Sandy Lane	Grand Island	FL	32735	(352) 434-8128
Fresneda	Eddie	Edward & Carolyn Fresneda and Iris Guzman-Morales	4186 Quail Wood Dr	St. Cloud	FL	34772	(407) 749-6801
Graham	Caryn	C & BG Vacation Holdings LLC	400 4th Ave S #102	St Petersburg	FL	33701	(727) 741-1438
Steffey	Tina	Tina D Steffey & Brett B Steffey	723 Foggy Morn Ln	Bradenton	FL	34212	(317) 698-6323
Felix	Grace	Global Vacations With Grace, LLC	6242 SW 27 Street	Miramar	FL	33023	(954) 213-6433
Armstead	Mirinda	Reliable Travel Services, LLC	22005 Seashore Cir	Estero	FL	33928	(239) 687-4300
Shaffer	Ginger	Ginger Shaffer	2523 NW 13th Steet	Cape Coral	FL	33993	(239) 283-7020
Hunt	Sally	T. L. Hunt Ventures, LLC	106 Wellington Drive	Palm Coast	FL	32164	(904) 479-6867

Koch	Jack	Journeys By Jack, LLC	13903 Bee Tree Court	Hudson	FL	34669	(727) 287-4141
Bryden	Rosendo	Rosendo V & Georgia Bryden	2258 COLVILLE CHASE DR	RUSKIN	FL	33570-6304	1-770-822-1771
Guerendian	Graciela	Graciela Guerendian	9411 SW 4 Street Apt 203	Miami	FL	33174	786-360-2688
Lamoureux	Luann	Compass Travel LLC	1052 Ashley Rd	Milton	FL	32583	(678) 381-6268
West	Cindy	Cindy West	6779 Paul Mar Drive	Lake Worth	FL	33462	(561) 312-2823
Duncan	Karl	Island City Cruises and Tours LLC	1733 NE 28th Dr	Wilton Manors	FL	33334	(954) 306-1499
Dominguez	Elizabeth	Dominguez & Dominguez, LLC	95131 Snapdragon Drive	Fernandina Beach	FL	32034	(904) 366-6645
Batista	Marcelo	Marcelo & Milena Batista	3921 Crystal Lake Dr #114	Deerfield Beach	FL	33064	(954) 588-7853
Ferguson	Brittney	Ferguson Global Travel, LLC	532 Hampton Rd	West Palm Beach	FL	33405	(561) 833-4593
Hathaway	Don	Hathaway & Associates, LLC	9100 BALDRIDGE RD #9209	Pensacola	FL	32514-9465	805 978-5870
Diaz	Eddie	Encore Creations Inc	5132 Oak Island Rd	Orlando	FL	32809	(407) 392-2156
Laltoo	Winston	Winston Laltoo	6720 Paul Revere Court	Orlando	FL	32809	(407)-579-8190
Phillips	Connie	BraKe001 LLC	3500 Bay Island Circle	Jacksonville Beach	FL	32250	(904) 208-2796
Perreault	Dawn	Dawn E. Perreault	11434 Fort Lauderdale PL	Venice	FL	34293	(941) 786-0223
States	Robyn	Robyn States	3624 Aberdeen Dr	Sarasota	FL	34240	941-780-2370
Breaux, ACC	Jenifer	JB Travel Pros LLC	15210 Fishhawk Preserve Drive	Lithia	FL	33547	813-667-7000
Horan	Mike	Michael F. Horan	5317 Fruitville Rd Ste 47	Sarasota	FL	34232	941-952-8985
German	Ana	Cruise and Travel Pro, Inc	2813 Sleeping Dragon Lane	Kissimmee	FL	34747	(207) 510-7700
Shearey	Clover	UBERWORLD TRAVEL, LLC	2725 Park Drive Suite 2	Clearwater	FL	33763	(727) 281-8103

Hartsfield	Madeline	Madeline B and Lee N Hartsfield	7524 Bradfordville Rd.	Tallahassee	FL	32309	(850) 273- 7111
Rodriguez	Bermari	BW Travel Agency, LLC	2218 South Chickasaw trail	Orlando	FL	32825	(407) 401- 9199
Prevaux	Holly	HP Travel Go, LLC	32148 Goddard Drive	Wesley Chapel	FL	33543	813-785- 4585
Carrero, Jr.	Thomas	7 Cees Travel, LLC	527 Outlook Drive	Nocatee	FL	32081	904-257- 3788
Carlson	Annette	Carlson Early Travel Group, LLC	319 Balfour Drive	Winter Springs	FL	32708	(407) 901- 4179
Karuzas	Nicole	Nicole's Getaways Inc	14620 96th Lane N	West Palm Beach	FL	33412	(561) 408- 6400
Wray	Norman	Norman Wray	18459 Pines Blvd. #205	Pembroke Pines	FL	33029	954-451- 6139
Bartimus	Linda	Bartimus Travel Group, Inc.	124 Canyon Trail	St. Augustine	FL	32086	(904) 392- 1703
Pimenta	Diania	Abora Travel, LLC	4326 Spinnaker Cove Lane	Tampa	FL	33615	(813) 563- 2404
Donato	Michelle	Concierge Realty Inc.	15568 Ave of the Arbors	Winter Garden	FL	34787	(407) 697- 6267
Braddy	Carol	Carol A & Michael J Braddy	11950 4th Street East	Treasure Island	FL	33706	(727) 303- 2868
Petty	Christina	Live, Love Travel the World, Inc.	100 SE Nightingale Street	Keystone Heights	FL	32656	(352) 478- 8092
Glynn	Timothy	Timothy Glynn & David Quintos	16654 US 41 # C-4	Spring Hill	FL	34610	(352) 346- 8002
George	Bree	Bree Glass George & Kyle George	5104 Sierra Falls Ct	Wimauma	FL	33598	(301) 693- 5610
Choy	Victor	Hip Trip Advisors, LLC	2243 Wiley Street	Hollywood	FL	33020	(954) 436- 8660
Palmer	Carol	Calista Travel, LLC	1113 East Dandridge Lane	St Johns	FL	32259	615-973- 3390
Johnson	Heather	Johnson, Lane & Associates, LLC	6822 Butterfly Drive	Harmony	FL	34773	(770) 286- 0524
Gonzalez	Michael	Book With Michael LLC	319 SW 120th Ave	Pembroke Pines	FL	33025	(954) 907- 5451
Cushman	Diane	Timely Adventures and Travel, LLC	6946 Old Pasco Rd Lot 234	Wesley Chapel	FL	33544	727-365- 7268
Sepe	Deneen	Sepe Travel, LLC	2540 Judge Fran Jamieson	Melbourne	FL	32950	602-938- 5096

			Way Apt. 2228				
Shuss, ACC MCC	Laurie	Laurie and Greg Shuss and Associates, LLC	28499 Burano Drive	Bonita Springs	FL	34135	239-603- 6040
Franzen	Scott	Scott R. & Jill R. Franzen	259 Nightingale Ave	Fort Pierce	FL	34982	(772) 828- 2021
Masse	Stephanie	TravelGators, Inc	2679 SW Glenmoor Way	Palm City	FL	34990	772-220- 9566
Cyganiak	Mark	M and D Travel, LLC	25864 Aysen Dr	Punta Gorda	FL	33983	941-200- 1229
Burrowes	Patricia	ISAIL BLUESKIES VACATIONS INC	6581 SW 129th street	Ocala	FL	34473	(352) 289- 1282
Cofer	Sharon	Sharon W. Cofer	15024 Spanish Point Dr.	Port Charlotte	FL	33981- 2661	(904) 436- 3799
Valdes	Annabelle	AVALDES CONSULTING INC	10260 SW 59 St	Cooper City	FL	33328	954-715- 7300
Prokocimer- Karwoski	Ilyse	FLASH FRAME, INC. d/b/a TRAVEL BY ILYSE	10720 Grande Blvd	West Palm Beach	FL	33412	561-568- 1701
Dalia	Patricia	Patricia Anne Dalia	5422 Whispering Willow Way	Fort Myers	FL	33908	(239) 223- 9109
Fairley	Teri	Teri and Thomas Fairley	1038 Buttercup Glen	Bradenton	FL	34212	941-226- 2994
McFarlin	Georgia	Georgia McFarlin & Fred McFarlin	800 Treviso Grand Circle #206	North Venice	FL	34275	(941) 218- 6399
Costantine	Cassie	Total Vacation Planners LLC	682 Vergini Drive	Ocoee	FL	34761	407-670- 7757
Button	Craig	Craig D. Button	73 Uhl Path	Palm Coast	FL	32164	1787435901 7
Roberts	Rebecca	Roberts Travel Group, LLC	289 Silver Maple Rd.	Groveland	FL	34736	(352) 631- 5765
Coppock	Roni	Roni Coppock & Steven Coppock	704 Nautilus Drive	Port Saint Joe	FL	32456	(850) 778- 8770
Keeley	Zita	Zita Keeley Travels LLC	3420 S. Ocean Blvd Suite 4P	Boca Raton	FL	33487	561-372- 2531
Haggadone	David	Dave and Wendy Travel LLC	10928 118th Street	Seminole	FL	33778	(727) 648- 4059
Madson	Amy	We Cruise Too Group, LLC	11310 S Orange Blossom Trail #181	Orlando	FL	32837	(407) 858- 9668
Weinstein	Richard	Richard B. Weinstein	6574 N State Road 7	Coconut Creek	FL	33073	(954) 574- 9991

			Suite 303				
Murlin	Indira	Happy Feet Travel and Tours LLC	3564 N Sylvan Lane	Melbourne	FL	32935	(321) 872- 5531
Salton	Connie	Connie Salton & Peter Salton	572 Toledo Rd	North Port	FL	34287	(317) 225- 0296
Ramcharan	Danny Anand	Daianand Ramcharan	8514 NW 50 Drive	Coral Springs	FL	33067	(954) 551- 8302
Lopez	Lillian	Lillian & Angelo Lopez	1488 Noell Blvd	Palm Harbor	FL	34683	(727) 789- 9090
Hoyt	Kori	Hoyt Vacation and Travel Services LLC	13561 Luxe Ave. Apt.#203 mailbox #68	Bradenton	FL	34211	(774) 345- 3699
McFadden	Samantha	Let's Go Vacations, LLC	415 Bridget Street	New Smyrna Beach	FL	32168	(386) 663- 4491
Henderson, ACC	LaTasha	2B1 Travel, LLC	1215 E North St	Tampa	FL	33604	(813) 853- 0300
Quiett	Sonia	SPARQ TRAVEL, LLC	4100 N. Wickham Road Unit 107A- 155	Melbourne	FL	32935	(321) 613- 8667
McKone	Steve	Steven J. McKone	8174 STONE VIEW DR	Tampa	FL	33647	(813) 536- 1009
Delgado	Marcela	Dreaming Destinations, LLC	12280 NW 7 Trail	Miami	FL	33182	(786) 347- 1777
Davis	Robin	Robin S. Davis & Carie S. Gratz	1801 S. Kanner Hwy	Stuart	FL	34994	(772) 600- 1069
Froehlich	Gregory	Gary Spearin, Gregory Froehlich & Earlman Tucker	2616 Brompton Ct	Orlando	FL	32833	(904) 290- 5711
Wortmann	Michelle	Michelle Wortmann	3862 Cedar Hammock Trl	St. Cloud	FL	34772	(228) 342- 5278
Vanterpool	Rupert	Wild Thyme Travel Excursions, LLC	12700 66th Street Apt 1360	Largo	FL	33773	(734) 776- 5862
Kucel	Dionne	Dionne L Kucel	11748 Albatross Lane	Riverview	FL	33569	(813) 313- 9667
Corbett	Wendy	Soggy Bottom Vacations, LLC	1861 Shady Creek Dr	Cantonment	FL	32533	(850) 679- 2154
Carr	Josephine	Josephine Carr & Alan P. Carr	7415 61st St E	Palmetto	FL	34221	941-981- 5448
Hagarty	Marie	Marie E. Hagarty & Daniel B. Hagarty	4937 SW 94th Terrace	Cooper City	FL	33328	954-302- 1968
Sealy	Gillian	Gillian Sealy & Krishna Sealy	7819 Seafield Lane	Wesley Chapel	FL	33545	(813) 575- 8770

Coulter	Lora	Granny's Golden Oven LLC	4955 Southfork Ranch Dr	Orlando	FL	32812	605-759-0803
Platti	Debra	D + S Travel Group, LLC	4604 Ayron Terrace	Palm Harbor	FL	34685	(727) 953-8067
Kos	Brian	Mr. Traveler, LLC	2915 Pembridge St	Celebration	FL	34747	(321) 401-4101
Iannacone	Monica	Monica Iannacone & Michael McFerron	5716 Sea Turtle Pl	Apollo Beach	FL	33572	(850) 384-9316
Villar	German	Katiuska Villar & German L. Villar	8754 NW 146 Lane	Miami Lakes	FL	33018	305.764.2558
Fernandez	Gina	Georgina Fernandez & Luis Fernandez	13750 W. Colonial Drive, Suite 350 #227	Winter Garden	FL	34787	(954) 674-1070
Winterstein	Pam	Pamela Winterstein	1518 Tidewater Ct	Fleming Island	FL	32003	904-688-0410
Azzaro	Nicole	Nicole Azzaro	13635 Brandi Dawn Drive	Lakeland	FL	33809	(813) 928-9326
Steward	Frajon	Marcel & Frajon Steward, LLC	3814 Tilbor Circle	Fort Myers	FL	33916	(631) 440-1200
Tafolla	Megan	Megan Tafolla	2391 Pinto Circle	Cantonment	FL	32533	(850) 723-7037
Katsoulis	Jason	VACATIONS BY JASON, LLC	325 NE 34th St	Oakland Park	FL	33334	(954) 271-4433
Dublin	Charlene	Polly Wanna Travel, LLC	1497 Main St. Box 228	Dunedin	FL	34698	(813) 751-3000
Carpenter	Brenda	Vitality Vacations International, LLC	2172 W Nine Mile Road #190	Pensacola	FL	32534	(850) 449-4001
Ryba	Frank	Frank W. Ryba and Ruby Diane Haworth	5233 Pebble Beach Blvd	Winter Haven	FL	33884	(863) 318-8640
Novak	Laura	Novak Adventures, LLC	20570 Granlago Drive	Venice	FL	34293	(443) 895-3744
Piatt	Connie	Conric Travel LLC	16205 Hoylake Drive	Odessa	FL	33556	(813) 480-3341
Patterson	Dianne	Dianne Patterson & Mark Patterson	3852 Perkins Lane	Saint James City	FL	33956	(239) 224-8551
McIntosh	Michelle	F&M McIntosh LLC	1632 Lindzlu Street	Winter Garden	FL	34787	(407) 766-8419
Field	Christina	ViaVista, Inc.	411 Walnut St. #13882	Green Cove Springs	FL	32043	(941) 720-6646
Cimmarusti	Barbara	Coral Reef Travels, LLC	601 Bill France Blvd. Apt. 104	Daytona Beach	FL	32114	(305) 902-6954

Patrick	Lindsey	Lindsey and James Patrick	1853 Crystal Grove Dr	Lakeland	FL	33801	(406) 250-3691
Howell	Angela	Angela Howell	1485 Anna Catherine Drive	Orlando	FL	32828	(407) 505-8105
Rios	Nadia	Nadiuska Rios	7378 W. Atlantic Blvd	Margate	FL	33063	(954) 859-1979
Billy-Fisher	Maggie	Magalie Billy-Fisher	3110 Salinas Way	Miramar	FL	33025	(754) 201-1361
Foster	Michael	Michael Foster Jr. & Brittany Foster	102 SW Hidden Cove Way	Port St Lucie	FL	34986	(772) 408-8601
Hodge	Nathalia	Nathalia Hodge & Andreza Gracino	2511 arbor Dr	Fort Lauderdale	FL	33312	(954) 257-7179
Maldonado	Luis	Trident True Travel LLC	6641 Carlinga Dr	Pensacola	FL	32507	(850) 898-8584
Picklesimer	Bo	Allen O Picklesimer & Beverly L Baldridge	11770 Tapestry Lane	Venice	FL	34293	616-427-3269
Boge	Kim	MEANT 2 TRAVEL, LLC	1145 Park Green Place	Winter Park	FL	32789	(407) 335-4605
Hughes	Jason	Jason R. Hughes	200 South Birch Road Unit 108	Ft. Lauderdale	FL	33316	(954) 226-9771
Allison	Devon	Crinkled Maps Travel, LLC	8560 Gulf Blvd.	St Pete Beach	FL	33706	(727) 202-7614
Johnson	Richard	B&R Consulting Services, INC.	600 Sky Top Drive	Ocoee	FL	34761	(321) 213-9711
Knox	Larry	Book Another Trip, LLC	520 NE 11th Ave	Fort Lauderdale	FL	33301	(954) 278-3416
Efron	Robin	Robin C. Efron	310 SE 3rd Court	Pompano Beach	FL	33060	(954) 590-8245
Patel	Nilesh	Nilesh Patel & Jay Patel	300 Upsala Road	Sanford	FL	32771	(203) 253-9209
Sherman	Craig	Craig E. Sherman & Linda M. Sherman	6750 US 27 N, Unit M6	Sebring	FL	33870	(863) 216-8666
Mackey	Glo	Gloretha Mackey	300 Suwannee Road	Winter Haven	FL	33884	(863) 651-1967
Meister	Debra	Debra Meister & Donald Meister	3327 Barbour Trail	Odessa	FL	33556	(727) 807-5076
Alwardt	David	David Alwardt	2420 Big Cypress Blvd	Lakeland	FL	33810	(863) 583-4022
Nichols	Monica	Monica Nichols	150 Seminole Lakes Drive	Royal Palm Beach	FL	33411	(561) 899-7321
Curington	Wanda	Wanda D. Curington	6160 SW Hwy 200 Suite 110-10	Ocala	FL	34476	(352) 421-5242

Hernandez	Brandon	Brandon Hernandez	One Alhambra Plaza Floor PH	Coral Gables	FL	33134	(305) 815-7768
Schwarz LaVergne	Julie	Julie Schwarz LaVergne	6322 Manuscript Street	Winter Garden	FL	34787	(407) 406-3081
Paulet	Juliet	Juliet Paulet & Osvaldo Paulet	8976 NW 169th Street	Miami Lakes	FL	33018	(305) 281-5495
Maillard	Wendy-Ann	Wendy-Ann Maillard	912 Innovation Way #406	Altamonte Springs	FL	32714	(407) 376-8995
Jarrett	Kathy	Kathryn Jarrett	7611 Coastal Hammock Trail	Panama City Beach	FL	32413	(831) 801-2299
Foster	Ellen	Ellen Foster	13120 SW Aureolian Lane	Port St. Lucie	FL	34987	(561) 262-2800
Zipper	Betsy	Betsy Michele Zipper	1515 Golden Lake Loop	St Augustine	FL	32084	(904) 477-8066
Renz	Gloria	Gloria Coleen Renz	4325 NW Oakbrook Circle	Jensen Beach	FL	34957	(772) 497-4050
Barrett	Joel	Joel Barrett	2113 Brighton Bay Trail West	Jacksonville	FL	32246	(954) 804-8483
Linville	Stephanie	Stephanie Linville	1154 Lake Lowery	Haines City	FL	33844	(863) 852-6299
Lackey	Natalia	Great to Escape, LLC	15930 Sorawater Dr	Lithia	FL	33547	(813) 568-1117
Hines	Stephanie	Stephanie Hines & Russell H. Guinn	2152 Long Spur	Odessa	FL	33556	(727) 421-5592
Henriquez	Vic	Victor Y Henriquez & Margarita Carnot	150 NE 79th Street Apt. 902	Miami	FL	33138	(213) 804-3984
O'Reilly	Carmen	Carmen O'Reilly	900 Saint Charles Place Unit 217	Pembroke Pines	FL	33026	(954) 584-6363
Johanson	Kristin	Kristin Johanson	9385 Jamaica Drive	Cutler Bay	FL	33189	(786) 250-5481
Abbott	Jennifer	Jennifer L. Abbott and David W. Abbott Jr.	3484 Littleleaf Court	Spring Hill	FL	34609	(352) 238-8593
Ollivierre	Gamie	Gamie Ollivierre & Alexandra Ollivierre	2903 West New Haven Ave #508	West Melbourne	FL	32904	(321) 327-7876
Wilson	Rita	Rita Wilson	2063 Oakhurst Way	Riviera Beach	FL	33404	(561) 429-6366
Diaz	Mildred	Mildred Diaz	642 Alpine Street	Altamonte Spings	FL	32701	(407) 375-7905

Wolfe	Don	Toucan Travel Adventures LLC	12406 Toucan Dr	Jacksonville	FL	32223	(904) 514-1612
Dandrea	Jane	Jane A. Dandrea	6265 Contessa Drive Apt 309	Orlando	FL	32829	(407) 625-0783
Rubiano	Leah	Leah Rubiano	2819 Sheila Dr	Apopka	FL	32712	(407) 374-9389
Wolfe	Mark	Mark WM Wolfe	415 Honeycomb Way	Saint Johns	FL	32259	(904) 501-4427
Foster	Kimberly	The Travel Shop Corp.	2065 Isle Royale Ct SE #142	Winter Haven	FL	33880	(863) 875-8352
Isaure	Laurent	L&L Discovery LLC	888 Brickell Key Drive Suite 2809	Miami	FL	33131	(305) 846-8239
Shander	Erik	CES TRAVEL SERVICES, LLC	3130 Maple Run	Kissimmee	FL	34744	(407) 286-3339
Simpson	Cindy	Cindy Simpson & Devon Simpson	12133 Fern Haven Ave	Gibsonton	FL	33534	(813) 807-0082
Cardona	Guillermo	Solymar Travel, LLC	10927 Whitecap Dr	Riverview	FL	33579	(813) 553-4494
Barrios	Maria	INSPIRATION INVESTMENT HOLDINGS, LLC	300 SW 18th Terrace #300	Miami Beach	FL	33129	(786) 682-8889
Leon	Jen	Jen Leon	4847 NW 94th Terrace	Sunrise	FL	33351	(954) 275-5528
Burt	Michele	Favored Travel & Tours, LLC	2639 N. Monroe St Suite A-107	Tallahassee	FL	32303	(904) 560-8222
Williams	Bonnie	Nina Phoenix Enterprises, LLC	611 Ponte Vedra Lakes Blvd #3802	Ponte Vedra Beach	FL	32082	(904) 473-5092
Riggs	Abigail	Abigail Riggs	11805 Prickly Pear Way	Seffner	FL	33584	(813) 460-7691
Union-Christopher	Porsha	NAIYTUR TRAVELS, LLC	3340 Wasatch Range Loop	Pensacola	FL	32526	(850) 332-5222
Klein	Alysha	Alysha A. Klein & Shirley A. Klein	6085 NW 56th Circle	Coral Springs	FL	33067	(954) 355-0090
Riley	Kari	Life of Riley Travel LLC	7813 NW 124 Terrace	Parkland	FL	33076	(954) 226-9937
Feuerman	Alan	South Florida Business Connections, Inc.	3147 Carambola Circle South	Coconut Creek	FL	33066	(561) 674-4300
Calimano	Aina	Aina Calimano	21319 Town Lakes Dr Apt #1235	Boca Raton	FL	33486	(561) 221-0500
Espinoza	Kellie	Arden James & Associates, LLC	701 Market Street	Saint Augustine	FL	32095	(904) 907-0565

			Suite 111 PMB 1727				
Cart	Jason	Modish Travel, LLC	3400 Parkridge Cir	Sarasota	FL	34243	(404) 474-8222
Lagon	Justo	SandCastles and Seashells, LLC	4334 SW 147th Place	Miami	FL	33185	(786) 302-5604
Nicholas	Carissa	Global Getaways LLC	151 N Nob Hill Rd Suite 273	Plantation	FL	33324	(954) 727-3998
Scholtz	John	John Scholtz & Ruth E. Mischke	423 Knotwood Lane	Naples	FL	34112	(239) 571-3555
Smith	Andrew	Beach Access Travel LLC	136 Solano Cay Circle	Ponte Vedra Beach	FL	32082	(904) 806-8994
Lacey	Gina	Gina Lacey & Daniel Lacey	3083 Pirate Way	Kissimmee	FL	34747	(702) 833-1322
Morel	Jeff	Jeffrey Morel & Bethany Morel	130 Town Center Blvd 6210	Clermont	FL	34714	(201) 355-4430
Valentine	Stacy	Stacy Valentine	6458 Emerald Dunes Drive	Royal Palm Beach	FL	33411	(305) 907-3123
Olveira	Orlando	Orlando Olveira	7340 S Waterway Dr	Miami	FL	33155	(786) 287-1218
Turell	Michael	Michael Turell	4200 Community Drive Apt 2005	West Palm Beach	FL	33409	(860) 796-2458
Petrie	David	Turf N Surf Travel LLC	3208 Countryside Street	Brandon	FL	33511	(813) 545-5628
Bell	Tammy	Tammy Bell & Michael Joseph Bryant	3036 Celadas Ct.	Fort Myers	FL	33905	(239) 202-2624
Killing	Ralph	Ralph Killing	4513 Oakbrook Court	Kissimmee	FL	34746	(407) 214-6200
Melberg	Beth	Beth Ann Melberg	670 Breakers Street	Inlet Beach	FL	32461	(404) 664-1290
Spencer	Brenda	Brenda Spencer and Barry T D Spencer	2718 Auld Scot Blvd	Ocoee	FL	34761	(407) 292-2524
Snell	Robin	Snell Travel LLC	15416 Cortona Way	Naples	FL	34120	(239) 560-8596
Wilcox	Lanford	Lanford William Wilcox & Jake Yatsevich	320 N Peninsula Drive	Daytona Beach	FL	32118	(386) 202-3053
Rose	Alex	Alexander T. Rose	7161 SE Quincy Terrace	Hobe Sound	FL	33455	(561) 427-7277
Baker	Nathan	KICKASS TRAVEL LLC	2519 SW 27th Ave	Cape Coral	FL	33914	(385) 219-7267

SugarProd	Mark	MW Sugar Inc.	2347 C Street	Miami	FL	33442	(708) 552-3325
Walton	Nicole	Nicole Margaret Walton	360 Lake Ontario Ct. Unit 102	Altamonte Springs	FL	32701	(904) 465-0487
Gonzalez	David	David Gonzalez	632 NW 22 Street	Wilton Manors	FL	33311	(954) 261-4994
Whiteaker	Laura	Laura Denice Whiteaker	8157 SW 108th Loop	Ocala	FL	34481	(352) 560-0111
Townsend	Sue	Sue Townsend & Jinger Snapp	9825 Marina Blvd	Boca Raton	FL	33428	(561) 703-7594
Raffensberger	Carol	Book It 4 Me Travel LLC	505 Beachland Blvd Ste 1 #317	Vero Beach	FL	32963	(772) 766-2226
Gonzalez Figueroa	Patricia	PGO Paradise LLC	9300 Fontainbleau Blvd Apt E609	Miami	FL	33172	(786) 253-9107
Sperling	Alan	Alan Sperling & Cindy Sperling	2267 NW 30th Road	Boca Raton	FL	33431	(561) 702-0202
Williams	Naje	JacksonzMom Travel Services Plus, LLC	8553 Bayview Crossing Dr	Winter Garden	FL	34787	(407) 480-6908
Cain-Moore	Alice	Alice Cain Moore and Myrtho Lamothe	5720 Briarwood Way	Davie	FL	33331	(754) 701-0282
Morton	Rodney	Morton Imagine Company	819 Spring Lake Rd	Altamonte Springs	FL	32701	(321) 316-3350
Lachhonna	Robert	Robert Lachhonna	15122 Zenith Ave	Mascotte	FL	34753	(561) 358-6955
Henry	Traci	Traci Henry	3460 Kings Rd South	Saint Augustine	FL	32086	(904) 295-4030
Walsh	Mary	Mary Ann Walsh	7377 Royal Oak Drive	Spring Hill	FL	34607	(727) 642-1270
Batties	Dawn	Dawn M. Batties	4005 Palm Tree Blvd	Cape Coral	FL	33904	(239) 672-0953
Valente	Denise	Valente Adventures, LLC	1836 Sandhill Crane Dr	Fort Pierce	FL	34982	(772) 333-1136
McDaniel	Akia	Akia U. McDaniel & Tracy B Morris	6626 Diane Road	Jacksonville	FL	32277	(904) 414-6653
Robinson-Brown	Arlene	Arlene Robinson-Brown	2258 Ridgewood Court	Royal Palm Beach	FL	33411	(561) 712-8461
Kyle	Alma	Alma Kyle	402 Green Arbor Drive	Brandon	FL	33511	(352) 424-0504
Garza	Marcela	Marcela L. Garza	400 Island Way	Clearwater	FL	33767	(727) 479-8854
Paez	Stephen	SAPY Holdings LLC	601 NE 36th St. #2807	Miami	FL	33137	(305) 336-8729
Black	Peggy	Peggy F Black	12849 Boggy Pointe	Orlando	FL	32824	(689) 220-8882

Jamoom	Joe	Joseph Allen Jamoom & Pamela May Jamoom	3381 Buckingham Way	St. Cloud	FL	34772	(407) 892-5505
Golah	Deborah	Deborah C. Golah	2711 S Ocean Drive Unit 1701	Hollywood	FL	33019	(954) 907-1291
Godinez	Wilda	Wilda Godinez	1531 NW 92 Avenue	Pembroke Pines	FL	33024	(954) 408-5224
Winston	James	James Winston	8304 Kelsall Drive	Orlando	FL	32832	(615) 967-1100
Badham	Barbi	Arroyal Travel LLC	2190 Summersweet Drive	Alva	FL	33920	(954) 727-5134
Anglade	Carole	Carole Anglade	9631 West Fern Lane	Miramar	FL	33025	(954) 674-2055
Grissom	Karen	Karen Diane Grissom & Timothy Glenn Grissom	3174 Dark Sky Dr	Harmony	FL	34773	(669) 244-2628
Harris	Valerie	Valerie Harris	4780 Ashford Dunwoody Rd., Ste. A483	Atlanta	GA	30338	(770) 783-5273
Freer, ACC	Kathleen	Get Lost At Sea LLC	42 Belmont Court	Monroe	GA	30655	(470) 735-3778
Lemon	Jeffrey	Jeffrey R. Lemon	832 Arlington Dr	Columbus	GA	31907	(706) 221-5622
Fuller	ChrisAngel	ChrisAngel Fuller	913 Bryan Circle	Grovetown	GA	30813	(478) 220-8539
Thomas	Mary Ann	Mary Ann Thomas	P.O. Box 826	Locust Grove	GA	30248	(678) 586-3125
Rosenbaum	Alan	Alan Rosenbaum	5085 Morton Ferry Circle	Johns Creek	GA	30022	(770) 664-9010
Redd	Stacey	XDC Enterprises, LLC	2997 Cobb Pkwy Se Unit 725315	Atlanta	GA	31139	(312) 285-5891
Tuten	Bruce	Bruce Tuten, B.Tuten Jr., E. Tuten and T. B. Tuten	59 Palmer Blvd	Savannah	GA	31410	(912) 344-9550
Gamble	Carol	Carol R Gamble	102 Mallard Dr	Savannah	GA	31419	(912) 927-1929
Edwards	Terry	Terry Edwards	3537 Club Drive	Kennesaw	GA	30144	(678) 234-4892
Barker	Ralph	Barker Travel, Inc.	530 Wingate Rd.	Ellijay	GA	30540	(706) 698-7972
Slater	Jessica	Jessica L. Slater & Bethany Byrd	87 Thorncliff Court	Acworth	GA	30101	(770) 718-9147
McClellan	Oliver	KAPO Ventures, LLC	7494 Regatta Way	Flowery Branch	GA	30542	(404) 480-0411
Ziegenbalg MCC	Mike	Michael K. Ziegenbalg	11480 Big Canoe	Jasper	GA	30143-5111	(706) 579-5005
Lee-Moore	Lisa	Lisa Lee Moore	104 Sea Lane	Tybee Island	GA	31328	(912) 786-4446
Stookey	Renee	Renee Stookey	5115 Hill Rd	Acworth	GA	30101	(770) 975-0419

Van Aken	Sheryl	Van Aken Travel, LLC	980 Birmingham Road Suite 501-371	Milton	GA	30004	678-682-7722
Fluker	Contrenia	Why Wait Travels, LLC	868 Union Hill Church Rd	Wrightsville	GA	31096	(757) 763-9273
Warner, MCC	Dawn	The Travel Cure, LLC	1324 Rockbridge Rd	Stone Mountain	GA	30087	404 666-4484
Butler	Shyri	Shyri R Butler	2720 Bluestone Drive SW	Atlanta	GA	30331	(678) 732-0200
Smiley	Shanett	Shanett Smiley	2472 Meredith Walk	Ellenwood	GA	30294	470-207-9889
Joseph Turner, CTA, ACC	Yolande	Yolande Joseph Turner & Tammy Freeman	645 Whaleys Lake Drive	Jonesboro	GA	30238	(770) 898-2577
Kogel	Debbie	Debbie Kogel and Crew, LLC	106 Wiley Bridge Ct	Woodstock	GA	30188	(678) 854-8000
Hunt	Ronald	Ronald J. Hunt	1911 Grayson Hwy Ste 8-112	Grayson	GA	30017	(770) 558-5494
Tarpley	Regina	TaySyd Travel Services, LLC	3934 East First St,	Blue Ridge	GA	30513	706-946-3030
Krug	Wendy	Find Away Travel LLC	291 Wentworth Drive	Canton	GA	30114	678-880-4919
Gibbs	Kathryn	The Red Moose Group LLC	2350 Laurel Pointe Lane	Lawrenceville	GA	30043	(404) 458-9916
Baez	Barbara	White Rhino Travel, LLC	801 Industrial Blvd #1609	Ellijay	GA	30540-9998	706-756-8155
Hawkins	Chris	Hawk Travel, LLC	12065 King Road	Roswell	GA	30075	678-824-2957
Johnson	L'Anda	L'Anda Johnson, LLC	1337 George W Brumley Way SE	Atlanta	GA	30317	(404) 260-7400
Petrunch	Andy	Andy & Karen Petrunch	41 ARTHUR AVE	Jefferson	GA	30549-2298	(770) 743-4383
Collins	Raquel	Raquel B. Collins	824 Southwell Lane	Brooklet	GA	30415	(912) 531-3721
Prince	Leroy	LS Prince & Associates, LLC	1127 Oak Arbour Ave	Lawrenceville	GA	30044	(678) 878-3075
Denney	Jodi	Jodi Denney & Barbara S Linebarger	4397 Mayes Farm Court	Marietta	GA	30064	(404) 348-8264

Abelard	Angela	Angela Linette Abelard	195 Mount Bethel Road	McDonough	GA	30252	(803) 840-9126
Moxie	Andre	i Moxie Marketing & Business Solutions, LLC	2602 Legacy Walk Court	Grayson	GA	30017	(770) 400-9551
Griffeth	Lawanda	Lawanda M Griffeth	7991 Stillmist Drive	Fairburn	GA	30213	678-631-7583
Crabtree	Michelle	Adventures Await, LLC	3615 Hollyhock Way NW	Kennesaw	GA	30152	(404) 819-5762
Dyson	Leslie	The Dyson Group LLC	121 Escalade Dr	McDonough	GA	30253	(404) 944-8782
Lay	Chris	Global Getaways, LLC	880 Marietta Hwy Suite 630 #370	Roswell	GA	30075	(770) 282-4006
Williams	Donna	D K Exclusive Travel LLC	1992 Windsor Creek Dr SW	Conyers	GA	30094	(562) 233-4558
Amin	Vikash	Karan Amin	5625 Oliver Court	Cumming	GA	30040	(470) 589-6014
Guay	Amanda	Amanda Guay & Chad Guay	6975 W Mountain Crossing	Cumming	GA	30041	(678) 257-4922
Robinson	Chris	Christo Robinson & Akilah Robinson	2793 Thompson Mill Rd Suite A	Buford	GA	30519	(470) 326-5115
Peyer	Sue	Wandering Beagle, LLC	5715 Bobby Ct	Norcross	GA	30093	404-998-5552
Grant	Carissa	CEGRANT LLC	3115 Spain Road	Snellville	GA	30039	(678) 668-8118
Conaway	Chandria	MC World Travel LLC	4880 Bouldercrest Road	Ellenwood	GA	30294	(770) 800-8003
Hutchison	Lynn	Hutchison Holdings, LLC	889 Pathview Ct.	Dacula	GA	30019	(678) 697-2090
Brand	Timothy	Timothy Jordan Brand	55 Autumn Ct	Covington	GA	30016	(404) 408-0486
Zaveri	Sejal	Sejal Zaveri	4962 Chedworth Drive	Stone Mountain	GA	30087	(770) 568-5674
Crow	Jessica	Crow's Nest Vacations, LLC	304 Plantation Dr	Jefferson	GA	30549	(478) 697-1626
Bodell	Tara	Tara D. Bodell	118 Joe Lynn Drive	Macon	GA	31211	720-810-6540
Acker	Beth	Elizabeth Acker and Charles Price Acker III	275 Meadowbrook Lane	Carrollton	GA	30117	(678) 983-2172

Porter	Steven	Steven Porter & Valerie Porter	2544 Northern Oak Drive	Braselton	GA	30517	(470) 778-2196
Shirley	Don	Shirley and Associates, LLC	5828 BROOKSTONE WALK NW	Acworth	GA	30101	(512) 270-9896
Volcov	Sheneeza	Sheneeza Volcov	730 Peachtree Street NE Suite 570	Atlanta	GA	30308	(404) 850-9256
Roddey	Coretta	Travel the World, LLC	3386 Jamont Blvd	Johns Creek	GA	30022	(404) 245-6884
Gibson	Taylor	Taylor Gibson & Trevon M. Pack	530 East Paces Ferry Rd NE Apt 408	Atlanta	GA	30305	(864) 504-4547
Ganal	Dana	Dana M. Ganal	553 Rendezvous Road	Acworth	GA	30102	(678) 666-2531
Clinton-Baskerville	Deana	Deana Clinton-Baskerville	410 Brantley Rd	Sandy Springs	GA	30350	(678) 523-6899
Franklin	Rhonda	Purple Clouds Travel, LLC	1142 Silvergate Lane	Mableton	GA	30126	(678) 403-8613
Norris	Christina	Christina Norris & Jeffrey Norris	140 Country Walk	Social Circle	GA	30025	(678) 660-3650
Gethers	Tina	Perfect Planning By Tina, LLC	3863 Highway 138, #106	Stockbridge	GA	30281	(954) 399-7472
Horton	Mary	Mary T. Horton & Dawn L. Stearns	5635 West Chapel Hill Road	Douglasville	GA	30135	(770) 272-2157
Allum	Elizabeth	Elizabeth Allum & Ian P. Allum	8605 Etowah Bluffs	Ball Ground	GA	30107	1 404 788 7482
Smith	Debbie	Carefree Voyages, LLC	350 Sharpe Lane	Alpharetta	GA	30022	(770) 852-8713
Graham Wallace	Nicole	Nicole Graham Wallace	525 Pelham Place	McDonough	GA	30253	(470) 440-3340
Faulkner	Daniel	Faulkner Travel, LLC	6042 Silver Lace Lane	Acworth	GA	30101	(678) 910-1307
Marcklinger	Jon	Jon Marcklinger & Faye Marcklinger	6009 Grand Reunion Drive	Hoschton	GA	30548	(770) 282-8867
Bouery	Andrew	A B Traveling LLC	4380 Millenium View Ct	Snellville	GA	30039	(470) 641-1916
Suggs	Lynn	Janet Lynn Suggs & Melanie McKoy	15 Ingram Court	Newnan	GA	30263	(678) 621-2264
Smith-Bryant	Katina	Katina Marie Smith-Bryant	237 Ermines Way	McDonough	GA	30253	(770) 299-2224

Marto	Augusto	Augusto & Valeria Marto	6749 Bridge Way	Columbus	GA	31904	(706) 405-2003
Cox Dillard	Janet	Janet Cox Dillard	3725 Troupe Smith SE Road	Conyers	GA	30094-3617	(619) 302-1542
Rosh	Linda	Linda Greenberg Rosh	4423 Village Oaks Ridge	Dunwoody	GA	30338	(770) 451-9704
Lopez	Lynelle	WAIOLEKA L.L.C.	935 Oneawa Street	Kailua	HI	96734	(808) 773-7554
Onishi	Lisa	Lisa & Brooks Onishi	1287 Ulupalakua St	Kailua	HI	96734	(808) 230-4533
Lesch	Elaine	Gene Lesch	15419 Oakwood Drive	Urbandale	IA	50323	(515) 986-5027
Roose	Kimberly	Kimberly & Gregory Roose	979 210th Place	Pella	IA	50219	641-638-8001
Heward	Joshua	Joshua Heward & Tanya Heward	401 NW Rock Creek Cir	Ankeny	IA	50023	(515) 783-1176
Erlandson	Tracy	Tracy Erlandson	610 14th Street	Onawa	IA	51040	(712) 302-3224
Roberts	Joan	Joan Roberts	6150 N Saguaro Hills Ave.	Meridian	ID	83646	(520) 825-2250
Ryan	Robert	Stinky Feets LLC	13601 W McMillan Rd Ste 102	Boise	ID	83713	(208) 904-3714
Conger	Cruisy-Susie	Susan & Thomas Conger	10046 Riverbend Pl	Middleton	ID	83644	208-968-9007
Olson	Shane	Scott Mitchel Enterprises, Inc	4282 Liberty Dr	Idaho Falls	ID	83406	(208) 589-3850
Brunty	Cameron	Cameron Brunty & Peter Jones	17825 Goose Ridge Avenue	Nampa	ID	83687	(208) 900-9330
Madine	Cristina	Cristina Madine	5418 S. Neenah	Chicago	IL	60638	(312) 574-0046
Westbrook	Valerie	Valerie Westbrook	15938 Ashland Ave	Harvey	IL	60426	(708) 596-0025
Andrules	Peg	Margaret M. Andrules	318 Stillwater Ct	Wauconda	IL	60084	(847) 469-8888
McLaughlin	Jon	Jon Thomas McLaughlin	681 Woods Creek	Algonquin	IL	60102	(815) 977-2188
Janis	Aaron	Aaron M Janis	P.O. Box 797	Orland Park	IL	60462	(708) 301-9288
Tadla	Matthew	Matthew Tadla	22563 Reserve Circle	Plainfield	IL	60544	(815) 577-7655
Turetsky	Robert	RFT Holdings Inc	1401 North Wieland Street	Chicago	IL	60610-1216	(312) 664-4204

Rose CTA, ECCS, LCS	John	John Rose	803 Woodland Way	Dalzell	IL	61320-9700	(773) 779-3020
Greenberg	Bonnie	Bonnie L. Greenberg	6321 Pine Ridge Dr. 2D	Tinley Park	IL	60477	(708) 403-8222
LaPage	Jessica	Jessica L. LaPage	310 Moody st	East Dubuque	IL	61025	(563) 580-6326
Moss	Patty	The Travel Gal LLC	1530 North Dearborn Parkway 8S	Chicago	IL	60610	(312) 255-7465
Junior	Susan	Personal Touch Travel Group, LLC	310 S. Michigan	Chicago	IL	60604	(630) 542-0218
Hughes	Casandra	Casandra and Naomi Hughes	2948 Kirk Road Suite 106-361	Aurora	IL	60502	(630) 361-0006
Sobo	Ade	Ade Sobo	2901 S. Michigan Avenue Apt 1009	Chicago	IL	60616	(312) 260-0997
Bautista	Sonya	Sonya Bautista	3187 W. 9000 N. Rd	Manteno	IL	60950	(815) 258-3609
Taubin	Ira	Ira & Nancy Taubin	610 Farrington Drive	Buffalo Grove	IL	60089	(224) 400-4203
Lynch	Rick	Richard R. Lynch Jr.	1412 Martin Dr.	Troy	IL	62294	618-671-1570
Adams	Aaron	Aaron & Amanda Adams	951 Ivy Ct	Troy	IL	62294	(618) 505-7500
Moczalla	Jean-Pierre	Jean-Pierre Moczalla	10920 E Riviera Dr	Spring Grove	IL	60081	815-642-5766
Brown	Karly	Karly A. Brown	410 N. Court Street	Marion	IL	62959	(618) 416-6867
Wolfskill	Jackie	Jackie Wolfskill	113 McCormick Dr	DeKalb	IL	60115	(779) 777-6077
Bellinger	Claudia	Lets Get Going Travel, LLC	2144 Hitching Post Lane	Schaumburg	IL	60194	630-775-8560
Divan	Brooke	Brooke & Cody Divan	1610 Lexington Drive	Urbana	IL	61802	(217) 474-4680
Barrett	John	John and Victoria Barrett	10315 S Millard Ave	Chicago	IL	60655	(630) 661-0900
Milet	Brandy	Milet Group LLC	12840 Shenandoah Trl	Plainfield	IL	60585	(630) 445-1188

Tracy	Lenka	Lenka Tracy	2083 Limestone Lane	Carpentersville	IL	60110	(224) 699-9039
Robinson	Shaundale	Shaundale Q. Robinson	15630 Clyde Ave	South Holland	IL	60473	(708) 940-8283
Loewy	Veronica	Travel Resource LLC	3750 N Lake Shore Drive Apt 1 B	Chicago	IL	60613	(773) 477-6382
Smith	Liza	Lionfish Travel, LLC	1900 East Golf Road Suite 950A	Schaumburg	IL	60173	(808) 650-3519
Baniewicz	Robert	Robert A. Baniewicz	7156 West 127th St	Palos Heights	IL	60463	(773) 503-5830
Cox	Liz	Purple Martin Journeys	1277 Leonard Dr	Schaumburg	IL	60193	(224) 410-7233
Tyner	Laraine	Laraine Brooks-Tyner	1736 Chesapeake Lane Unit 2	Schaumburg	IL	60193	(224) 653-9219
Pappin	Christine	Christine Ann Pappin & Gary Anthony Pappin	1319 Kevin Morris Ct	Streamwood	IL	60107	(630) 837-7295
McDuff	Jeff	JW McDuff Travel LLC	847 S. Randall Road #229	Elgin	IL	60123	(630) 394-9804
Williams	Jeffrey	Jeffrey M. Williams & Kendra Williams	30 Sunset Chase	Troy	IL	62294	(618) 520-6401
Cooper-Ellis	Kendra	Kendra Cooper-Ellis & Renault Ellis	4141 North Kedzie Avenue Unit 305	Chicago	IL	60618	(312) 961-0347
Harris	Mike	Michael Harris, Janet Harris & Kyle Harris	10412 Brigs Ct	Indianapolis	IN	46256	(317) 863-0420
Walton	Rich	Walton Travel Advisors, LLC	401 Thornberry Drive	Carmel	IN	46032	(317) 844-0140
Maciel	Rob	Robert Maciel	570 Kensington Ct.	Valparaiso	IN	46385	(219) 246-7436
Tatter	Deborah	Going Places Travel of Rochester, Inc.	331 Main Street P.O. Box 256	Rochester	IN	46975	(574) 223-9494
Bilyj	Dianna	Bilyj Concierge Travel LLC	7425 Cassilly Court	Indianapolis	IN	46278	(317) 284-9715
Gott	William	Magnified Vacations LLC	8516 Charleston Ct.	Avon	IN	46123	(317) 451-4232
Wood	Nancy	Nancy Wood & Joshua Wood	15902 Tenor Way	Noblesville	IN	46060	(765) 274-3986
Yassi	Sonya	Sonya Rae Yassi	1320 Bell Brook Blvd	Bluffton	IN	46714	(772) 774-7922

Coats	Tony	T&K Getaways LLC	11852 Avedon Drive	Zionsville	IN	46077	(317) 973-0844
Mayes	Stephanie	Trilogy Travel LLC	1436 West Stones Crossings Road	Greenwood	IN	46143	(317) 496-6016
Margolis	Jamie	Jamie Margolis	13039 Southampton Court	Carmel	IN	46032	(919) 698-7702
Castro	Natalie	Natalie Castro	931 Gristmill Drive	Franklin	IN	46131	(317) 677-2137
Cox	Jackie	Jackie Cox and Charmaine Puaa-Cox	1322 E 17th Street	Fowler	IN	47944	(765) 413-6861
Jones	Kimlee	Kimlee Jones	720 E Jackson BLVD	Elkhart	IN	46516	(574) 797-9576
Keys	Ryan	Keys Consulting, Products and Services, LLC	1461 Berry Lake Way	Brownsburg	IN	46112	(317) 694-9550
Lowey	Ronald	Ronald Lowey	4221 Cordell Cove	Fort Wayne	IN	46845	(260) 580-5546
Swigon	Miranda	Miranda Swigon	1408 E 950 N	Wheatfield	IN	46392	(219) 956-2526
Operach	David	ETO Travel LLC	14533 Metcalf Ave	Overland Park	KS	66223	(913) 951-8790
Griffie	Clint	Custom Adventure Travel, LLC	812 E Lincoln St	Derby	KS	67037	(316) 347-8717
Smith	Krisie	Mary Kristine Smith & Kelly Smith Carter	3501 West 103rd Street	Leawood	KS	66206	(913) 486-5982
Fick	Jonathan	Jonathan Fick & Mandi Fick	301 North Norton	Norton	KS	67654	(785) 871-4109
Randall	Kristin	Kristin Randall	17 Westwood Circle	Ottawa	KS	66067	(785) 577-5711
Roth	Bonnie	Bonnie Roth & Karen Brown	2009 Northfield Dr	Louisville	KY	40222	(502) 425-6664
Toy	Shannon	Shannon & Joseph Toy	4668 Saron Dr	Lexington	KY	40515	(859) 317-5983
Day	Rhonda	Rhonda and Gerald A Day	3117 Grand Lakes Dr	Louisville	KY	40299	(502) 690-3333
Allen	Jim	James Paul Allen, Jr.	922 Dry Valley	Villa Hills	KY	41017	(859) 331-1534
Buchholz	Stacy	Stacy B Travel	4193 John Alden Lane	Lexington	KY	40504	859-514-1904
Schreader	Heather	Heather Schreader	112 Cherry Hill Drive	Georgetown	KY	40324	(615) 583-9460
Fountain	Trish	OURHEAT LLC	2697 Hilltop Ct	Florence	KY	41042	(859) 439-3009
Laudieri	Jeffrey	Jeffrey S. Laudieri & William D. Peyton II	85 Pintail Lane	Murray	KY	42071	(615) 807-1614

Burley	Megan	Wingman Computers, INC.	189 Tanyard Park Pl Apt #150	Louisville	KY	40229	(502) 947-4386
Wimsatt	Andy	Andy Wimsatt	1316 Saddle Club Way	Lexington	KY	40504	(859) 229-5830
Murphy	Jamie	James Murphy	154 Gaither Farm Road	Shepherdsville	KY	40165	(502) 233-0902
Lee	Patrick	Patrick Lee & Tracie Lee	1857 Timber Lane	Burlington	KY	41005	(859) 534-3414
Roberts	Misty	Misty D. Roberts & Chad G. Roberts	7496 Edith Way	Crestwood	KY	40014	(502) 292-8090
Cornett	Lisa	Lisa Cornett	9634 Sumter Ridge	Florence	KY	41042	(859) 534-2697
McNaughton	Andrea	Andrea McNaughton & Scotty J. McNaughton	239 Jetty Drive	Grand Rivers	KY	42045	(270) 559-6789
Lopez	John	John Lopez	83 Falls Creek Dr	Georgetown	KY	40324	(859) 221-2430
Williams	Leslie	Leslie G. Williams	8936 Reserve Oak Ave	Zachary	LA	70791	(225) 241-6154
Harris	Brad	Seven-Three Properties LLC	1503 S. Chateau Circle	Lake Charles	LA	70605	(337) 477-2677
Tillman	Deborah	BEING THERE DESTINATIONS, LLC	4016 Coliseum Street	New Orleans	LA	70115	(504) 930-4039
Villa, Jr	Christopher	Christopher C. Villa, Jr	39121 Elm St	Pearl River	LA	70452	(985) 256-7100
Marino	Michelle	Marino Global Travel, LLC	7516 Bluebonnet Blvd #187	Baton Rouge	LA	70810	(225) 475-3750
Parikh	Crissy	CAMERON & CO, LLC	303 Grist Mill Dr	Benton	LA	71006	(318) 347-6944
Ward	Houston	James Houston Ward & Lisa Condrey	449 South America Street	Covington	LA	70433	(720) 688-2050
Torreyson	Kelli	Rosa Kelli Torreyson & Ronald J. Bordelon Jr.	133 Pitre Street	Saint Rose	LA	70087	(504) 470-2959
Richardson	Edna	Richer Sun Travel, LLC	1061 Miller Road	Opelousas	LA	70570	(337) 447-4480
Naquin	Michael	Atlas Travel, LLC	2274 Crawford Drive	Lake Charles	LA	70611	(337) 520-4073
Jefferson	Lisa	Jefferson Travel, LLC	540 S Broad Street Suite D	New Orleans	LA	70119	(504) 533-0333
Steele	James	James Loydd Steele	1707 McNamara St	Mandeville	LA	70448	(210) 471-8200

Baken	Michelle	Just Relax LLC	102 Saddleworth Way	Middleboro	MA	2346	(774) 213-5557
Carrigan	Cindy	Cindy Carrigan	755 North St	Windsor	MA	1270	(631) 360-8108
Bennett	Dudley	Bennett Associates Inc.	29 Captain Keavy Way	West Dennis	MA	2670	(978) 263-2600
Dorman	John	John S. Dorman	25 Rathbun St	Springfield	MA	1104	(860) 347-9551
Rose	Robert	Robert Rose	124 Green St	Weymouth	MA	2191	(781) 331-7447
Dargan	Michael	Michael Dargan	60 Fairfield Ave	Melrose	MA	2176	(781) 662-2300
Ingram	David	David Ingram and Denise Bishop	PO Box 1429	Arlington	MA	2474	(339) 707-0211
Hunt	Sharon	Sharon A Hunt	1 North Ave	North Attleboro	MA	2763	(508) 226-2638
Wilmot	Patti	Patti Wilmot & Joe Fitzgerald	229 Reed Street	Warren	MA	1083	(413) 668-6202
Hamm	Wendy	Wendy Hamm & Monica Richard	358 Jessica Way	Northbridge	MA	1534	(508) 714-2423
Caulfield	Jim	JMC Vacations LLC	917 Pine Street	Raynham	MA	2767	781-326-2058
Bollivar	Mary	Wicked Easy Travel, LLC	104 McCormick Road	Spencer	MA	1562	(508) 254-1937
Lacourse	Kerri	Amazing Vacation Getaways LLC	25 Oak Terrace	Dracut	MA	1826	(978) 219-7422
Charles	Jennifer	Jennifer Charles	1 Woodlark Dr	Norton	MA	2766	(774) 259-6641
Torres	Rafael	Sterling Advanced Solutions, LLC	92 N Main St	West Boylston	MA	1583	(774) 764-9053
O'Sullivan	Keith	Keith O'Sullivan & Christine Bittorie	26 Edith Rd	Weymouth	MA	2189	(781) 709-6293
Martin	Brad	J. Bradley Martin & Karen L. L. Martin	48 Ridgewood Dr	Stow	MA	1775	(978) 637-2653
Joseph	Jacques	Jacques R. Joseph	33 Glovers Brook Road	Randolph	MA	2368	(857) 400-4187
Von Allgeier	Anna	Anna Lorraine Von Allgeier	32 Webster Street Unit 4	Haverhill	MA	1830	(978) 228-7005
AYALA	LUCAS	Lucas Ayala	70 Cliff Street	Malden	MA	2148	(339) 298-8355
Erickson	Jennifer	Jennifer Erickson	6 West Street	Wilmington	MA	1887	(857) 587-2835
Bell	Nadine	Nadine E. Bell	294 River Street	N Weymouth	MA	2191	(781) 202-9945
Heywood	Colby	Colby Heywood	105 Ferry Road	Salisbury	MA	1952	(978) 270-5721
Helms	Pamela	Pamela M. Spaziani Helms & David Richard Helms	4 Joco Dr	Tyngsboro	MA	1879	(978) 853-2027

Huda	Yasmin	Yasmin Huda	535 South Street Unit 19-3C	Fitchburg	MA	1420	(774) 279-2034
Proctor	Cindy	Cynthia Proctor & Carlita McIlwain	8801 Dangerfield Road	Clinton	MD	20735	(843) 650-5386
Perkins	Sara	Perkins Travel Group LLC	606 Falkirk Court	Abingdon	MD	21009	(410) 569-7522
Borgel	Michael	Michael & Kimberly Borgel	13101 Tannery Ridge Dr	Clarksburg	MD	20871	(864) 595-6993
Tash	Robin	Bramin, Inc.	3310 N Leisure World Blvd Unit 114	Silver Spring	MD	20906	(301) 208-8747
Heeter ,ACC	Lisa	Lisa and Joseph Heeter	431 Gatewood Ct	Glen Burnie	MD	21061	(410) 582-9112
Cook	Wendy	The Cook Travel Group LLC	5808 Winding Oaks Ct	Frederick	MD	21704	(301) 378-8645
Maske	Lawrence	Lawrence A. Maske	6100 Westchester Park Dr Suite 1718	College Park	MD	20740	(301) 775-8466
Cosby	Bonnie	Bonnie H Cosby	20533 Summersong Lane	Germantown	MD	20874	(301) 540-2921
Gerber MCC	Renee	Gerber & Associates LLC	10702 Hillingdon Rd.	Woodstock	MD	21163	(410) 203-0022
Pollin	Jim	Pollin Group, LLC	4701 Willard Ave Suite 221	Chevy Chase	MD	20815	(301) 656-5740
Green	Maleka	Green Family Travel, LLC	11709 Palm Desert Place	Waldorf	MD	20602	(240) 515-8221
Ingram ACC	Isaac	Isaac & Terry Ingram	3749 Primrose Dr.	Waldorf	MD	20602	(301) 850-1578
Shapiro	Donna	Donna Shapiro	2082 Florence Rd	Mount Airy	MD	21771	(240) 409-0330
Henning	Tess	Emerald Dreams Travel, LLC	5061 Timber View Ln	Saint Leonard	MD	20685	(410) 586-TRIP
Gilliam	LaVar	LaVar Gilliam	1282 Smallwood Dr. W #193	Waldorf	MD	20603	(240) 754-2123
Ray	Troy	Dream Vacations T. Ray LLC	7531 Mount Vista Road	Kingsville	MD	21087	(443) 386-7705
Patterson	Michael	Patterson & Ziglar Travel LLC	9 Tyburn Ct	Timonium	MD	21093	(410) 504-5195

Crawley	Eric	Eric Crawley Jr	4763 English Ave. #308B	Fort Meade	MD	20755	(301) 323-3677
DePuy	Rene	Rene Kathryn DePuy	251 Buckeye Circle	La Plata	MD	20646	301-200-8458
Lucianetti, CSS	Jeneva	Steve & Jeneva Lucianetti & Jimmie Meurrens	43331 Quail Street	Hollywood	MD	20636	301-609-1850
Capes	Pebbles	TravelTrekking, LLC	202 Prize Taker Ct	Pasadena	MD	21122	(443) 569-6117
Earl	Marcella	Marcella & David Earl	22915 Snow Leopard Dr	California	MD	20619	(240)-478-6768
Hiponia	Omar	Omar & Lynda Hiponia	5801 Nicholson Lane Apt 828	North Bethesda	MD	20852	(301) 202-9461
Pinkney ACC	Carolyn	Pinkney Travel Group, LLC	13801 Water Fowl Way	Upper Marlboro	MD	20774	(301) 218-3332
Jenkins	Cordella	Cordella and Arnold Jenkins	17206 Loblolly Ct	Accokeek	MD	20607	301-710-5370
Madison	Gina	Madison Adventures, LLC	958 Fox Trot Rd	Gambrills	MD	21054	410-874-0606
Lissau	Kaye	Kay Lissau	13 Linlow Court	Towson	MD	21286	(410) 823-0313
Diaz Saldano	Dawn	Dawn Diaz Saldano	8233 Township Dr	Owings Mills	MD	21117	(773) 454-7568
Darner	Lori	Lori & Harold J. Darner	57 Yarmouth Lane	North East	MD	21901	(443) 256-3414
Savage	Robert	Savage World Travel	2218 Bird Hill Rd	Stockton	MD	21864	(443) 228-8790
Meekins	David	David Meekins & Phillip Provenzano	6330 Roan Stallion Lane	Columbia	MD	21045	(410) 618-6103
Twitty	Charles	Charles J. Twitty	3120 Sedgewick Drive	Waldorf	MD	20603	(301) 466-0760
Thomas	Shante	Shante Thomas	9909 Winands Rd	Randallstown	MD	21133	(443) 473-9147
Mwirigi	Erick	Erick Mwirigi	14101 Castle Blvd Apartment 403	Silver Spring	MD	20904	(702) 781-0024
Saravanan	Susetha	Susetha Saravanan	8201 Miner Street	Greenbelt	MD	20770	(703) 652-6576
Stiles	Donna	Donna Stiles & Ernest Stiles	202 Seamaster Rd	Baltimore	MD	21221	(443) 928-7260
Baez	Daniel	Daniel Baez	413 Jefferson St	Annapolis	MD	21403-2358	(410) 340-0313
Ford	Justin	National Carpet Cleaning of Silver Spring, LLC	800 Wisteria Dr	Westminster	MD	21157	(410) 541-5660

Cornwell	Kelly	Kelly Cornwell & Maurice R Cornwell Sr	8156 Hazy Dawn Court	Pasadena	MD	21122	(410) 437-8222
Peebles	Yarnetta	Yarnetta E. Peebles	14515 Turner Wootton Pkwy	Upper Marlboro	MD	20774	(240) 398-9078
Harris, ACC	Ann Marie	Resort Support Services, Inc	918 N Meadowview Drive	Chestertown	MD	21620	(410) 708-0846
DiBuono	Kim	Kim DiBuono	1510 Locksley Lane	Mount Airy	MD	21771	(301) 829-6809
Dsouza	Monty	Montrose J. Dsouza	14178 Furlong Way	Germantown	MD	20874	(301) 637-2600
Hutchinson	Michael	Always Epic Vacations, LLC	4614 Dillon Place	Baltimore	MD	21224	(443) 569-4788
Sood	Shally	Shalini Sood-Verma & Waqar P. Gill	13845 Mill Creek Court	Clarksville	MD	21029	(202) 656-3289
Bilodeau	Cassie	Cassie Bilodeau	40 Silver Beach Rd	Manchester	ME	4351	(207) 724-0710
Piffath	Kim	Kimberly Piffath	358 Wildwood Rd	Bridgton	ME	4009	(207) 647-2011
Crowley	Mary	Mary Crowley	818 Sweden Street PO Box 419	Caribou	ME	4736	(207) 498-0952
Ramage	Raymond	Travel Concierge Services, LLC	2 Gideons Way	Freeport	ME	4032	(207) 615-9258
Northrup	Wendy	Adventure Riders International Inc.	482 North Street PMB 230	Calais	ME	4619	(506) 215-0325
Johnson	Angelette	Angelette & Stephen Johnson	56 Drowne Rd	Cumberland	ME	4021	(207) 619-1001
Northcott	Maria	Steward and Porter Travel, LLC	425 Old Brunswick Rd.	Bath	ME	4530	(207) 370-4009
Clark	Maryann	MKT Business Solutions, LLC	4058 Morningdale	Troy	MI	48085	(248) 658-8477
Palazzolo MCC	Doreen	DGP Cruises LLC	6809 Talbot Dr	Almont	MI	48003	(810) 798-2531
Howes	Arielle	FAE Vacations, LLC	2781 Greenlawn Ave.	Commerce Twp	MI	48382	(248) 686-1115
Wichtoski, MCC	Dana	Dana Wichtoski	780 E. Sand Hill Dr	Cedar	MI	49621	(231) 228-2366
McGarvin	Antoinette	Antoinette McGarvin, LLC	28532 Franklin River Dr., Ste. 108	Southfield	MI	48034	(248) 228-3003
LeBeau	Kenneth	Kenneth D. LeBeau	714 Locust St.	Kalamazoo	MI	49007	(269) 348-0982

Harpold	Anne	GETAWAY VACA	150 Maryland Ave. NE	Grand Rapids	MI	49503	(616)901-8769
Gray	Jessica	Jessica Gray & Shane Gray	108 Shadowood Lane	Battle Creek	MI	49014	(269) 282-0842
Brown	Jessica	Jessica Brown	7153 E. Potter Rd	Davison	MI	48423	810-354-9004
Piotter	Ginger	Ginger Piotter Travel LLC	502 S. Elm Street	Three Oaks	MI	49128	(269) 231-6066
Dugan	Max	Amazing Adventure Travel, LLC	35856 Smithfield Court	Farmington	MI	48335	(248) 954-0881
Campbell	Raven	Raven Campbell	21955 Flanders Street	Farmington Hills	MI	48335	(248)778-5162
Webster	Jeremiah	Webster Enterprises LLC	274 Rockway Dr	Linden	MI	48451	(810) 444-0764
Nowlan	Dawn	Dawn S. Nowlan	1113 Narcisse Lane	Charlotte	MI	48813	(517) 588-6285
Waldron, MCC	Garth	Presque Isle Associates, LLC	7206 Belle Meade Ct Suite 202	Ypsilanti	MI	48197	(734) 418-2840
Huffhine	William	Seasons Hospitality, LLC	100 W. Big Beaver Road Suite 200	Troy	MI	48084	(248) 524-0367
Phoenix	Albert	Albert Phoenix & Tamara Phoenix	34267 Hazelwood Dr	Westland	MI	48186	(313) 688-1093
Siciliano	Mark	Terra Mare Travel LLC	614 Collindale NW	Grand Rapids	MI	49504	(616) 915-6346
Beaudry	Lynne	Lynne Beaudry	8663 Bridlewood Trail	Howell	MI	48843	(815) 351-1325
LaFaye	Ron	Favorite Memories Travel, LLC	576 Applegate Drive	Traverse City	MI	49696	(231) 221-2233
Riddle	Tonya	Tonya Riddle	12937 Netherwood St	Southgate	MI	48195	(734) 41D-REAM
McCree	DaJaneil	DaJaneil McCree	20609 Westhaven Ave	Southfield	MI	48075	(313) 583-9723
Pike	Judith	Serenity Travel and Tours LLC	430 E 8th St #5054	Holland	MI	49423	(616) 219-0090
Storm	Joan	Storm Travel LLC	7808 Brophy Rd	Howell	MI	48855	(517) 295-4969
Jordan	Carletta	7Jordans Cruise & Travel LLC	21454 Hillside Drive	Clinton Township	MI	48035	(586) 690-3655

Manson, MCC, ECC	Rebecca	Rebecca S. Manson	6170 Halbert Rd E	Battle Creek	MI	49017	(269) 209-1886
Christensen	Mary	Mary Christensen & Deanna Marez	4904 Acorn Ridge Road	Minnetonka	MN	55345	(952) 925-4433
Hayes	Rhonda	Rhonda Hayes	419 W 7th Street	Red Wing	MN	55066-0403	(651) 212-4900
DiMaggio	Samantha	DiMaggio Travel, LLC	1015 Homestead Drive	Jordan	MN	55352	(952) 807-6445
Bion	Juanita	Juanita Bion	107 White Oaks Lane	St Paul	MN	55127	(651) 484-0466
Webster	Perry	Perry Webster & Rae Lee Webster	24885 Amlee Road	Excelsior	MN	55331	952-474-1979
Tsoukalas	Kimberly	Kimberly Tsoukalas	9701 3RD AVE S	BLOOMINGTON	MN	55420	612-250-6768
Avila	Laura	Laura M Avila and Adriana A Tavares Moreno	3224 Edgewood Ave N	Crystal	MN	55427	(612) 584-2771
Cobenais	Duane	Duane James Cobenais Sr	2565 Bedford Court	Mendota Heights	MN	55120	(651) 493-1379
Moseman	Heidi	Heidi Hertha Kutz Moseman	10729 Scott Ave N	Brooklyn Park	MN	55443	651-888-9487
Ryder	Patricia	The Vacation Factory, LLC	23995 Leo Street NE	Stacy	MN	55079	(651) 400-0419
Wengenroth	Kim	Kimberly-Ann Allison Wengenroth & Chad Wengenroth	8520 Valley View Court	Prior Lake	MN	55372	(952) 381-9220
Noyes	Kristina	Kristina Noyes	8419 Interlachen Rd	Lake Shore	MN	56468	(218) 963-6026
Hindi	Suliman	Suliman Hindi	4530 Park Commons Dr Apt. #102	Minneapolis	MN	55416	(952) 261-2093
Ryynanen	Amanda	Amanda Ryynanen	1218 Timber Lane	Buffalo	MN	55313	(763) 463-5856
Parker	Kristen	Dream Travel LLC	21283 Insel Lane	Lakeville	MN	55044	(952) 412-4554
Grapsas	Mary	Absolute-Vacation LLC	237 E. Fifth Street # 140	Eureka	MO	63025	(636) 587-7100
Nunnery ACC	Carol	Carol & Steven Nunnery	338 Broadway, Suite 431	Cape Girardeau	MO	63701	(573) 334-5857
Becker	John	John Becker	686 Bellerive Estates Dr	St Louis	MO	63141	(314) 307-1856
Rodriguez	Leslie	Horacio Rodriguez & Leslie Smallwood-Rodriguez	10393A North Cherry Dr Apt 18D	Kansas City	MO	64155	(816) 804-5807

Fowler	Shanna	Shanna Fowler & Ted Zinselmeier	1054 Timberline	Fenton	MO	63026	314-686-9544
Butts	James	James & Angela Butts	12747 Olive Blvd Ste 300	Creve Ceour	MO	63141	(314) 279-3133
Moyneur	Nicholas	Johnson-Moyneur & Associates, LLC	336 Pearson Ct	St Charles	MO	63304	(636) 429-2441
Smalls	Kris	Krusin Wit Kris, LLC	121 Bradford Ln Unit 1148	Belton	MO	64012	(816) 535-6590
Vowels	Michael	Travel Now LLC	294 Castlegate Drive	Ozark	MO	65721	(417) 720-2969
Conn	Dewonna	Dewonna Conn & Felicia Goad	5903 North Broadway Street	Gladstone	MO	64118	(816) 670-3017
Leonard	Robin Butler	Robin B. Leonard and Elizabeth G. Forman	7750 Maryland Ave. #16769	Clayton	MO	63105	(314) 451-4400
Reed	Lometria	Lometria Reed	2813 Osgood	St Louis	MO	63114	(314) 326-8101
Hope	Jennifer	Jennifer L. Hope	12307 E Brook Field Drive	Peculiar	MO	64078	(816) 775-9699
Cody	Nicole	St Louis Travel Group LLC	814 Briarwood Ct	Lake Saint Louis	MO	63367	(636) 265-2753
Below	Amanda	Amanda Below & Kevin Below	12950 NW Oakside Court	Platte City	MO	64079	(816) 609-1525
Dobbs	Kayla	Team Dobbs Travel, LLC	2425 NW Leann Dr.	Blue Springs	MO	64014	(816) 427-1012
Popp	Travis	Information Agent, LLC	1501 N 2nd Street	St Charles	MO	63301	(314) 203-6071
Burgoyne	Arthur	Arthur & Patricia Burgoyne	6830 Awini St.	Diamondhead	MS	39525	(228) 205-2584
Robinson	Doug	Doug & Linda Robinson	626 S Montgomery St. Apt 36	Starkville	MS	39759	(601) 606-6423
Moore	Denise	Denise Moore & Matthew Moore	10436 Seymour Ave	Diberville	MS	39540	(228) 207-4342
Harvey	Jan	Premier Management, LLC	1290 Robertson Rd	Hernando	MS	38632	(901) 634-6099
Klassy II	Darrell	Darrell Klassy Travel, LLC	24097 Meaut Road	Pass Christian	MS	39571	(228) 596-9438
Wardlaw	Linda	Linda Wardlaw	6340 Pleasant Hill Dr	Hernando	MS	38632	(901) 567-6602

Heintz	Angela	Angie's Travels, LLC	400 Sky View Drive	Belgrade	MT	59714	(406) 451-4264
Marcos	Lizzeth	Lizzeth Marcos	Av. Roble #675 Col. Valle del Campestre	Monterrey	MX	66265	(818) 252-2423
Bean, ECC	Diane	Bean-March Travel Group, LLC	106 South Lombard Street Suite 102	Clayton	NC	27520	(919) 550-1711
Prohaska, ACC	Tony	Toku Enterprises LLC.	5300 Deep Valley Run	Raleigh	NC	27606	(919) 789-1584
Woodard	Holly	Holly Woodard	1032 Altice Drive	Raleigh	NC	27603	(919) 779-3497
Bishopp	Kristine	Kristine M. Bishopp	7777 Coachman Ct.	Harrisburg	NC	28075	(704) 454-7320
Rubright	Veronda	Veronda M Rubright	11905 Lawings Corner Dr	Huntersville	NC	28078-2310	(704) 766-1100
Green	Kimberly	Kimberly & J Michael Green	18729 Peninsula Club Dr.	Cornelius	NC	28031	(704) 438-9749
Dorr	Dawn	Dawn & Brian Dorr	1912 Oakdene Court	Fuquay Varina	NC	27526	(919) 577-6674
Holiday	Richard	Richard and Susan M Holiday	7023 Bonaventure St SW	Ocean Isle Beach	NC	28469	(410) 926-2552
Brown	Barbarah	R&B Investment Trading Co	36 Summitt Hill Road	Hendersonville	NC	28791	(828) 483-4345
Ashworth	Steve	Stephen F Ashworth	3904 Brandywine Street	High Point	NC	27265	(336) 882-8200
Claus	Robbie	Roberta Claus	1045 Bluebell La	Wake Forest	NC	27587	(813) 963-3700
McCurdy	Mimi	Marion H. McCurdy	16 Harrison Street	Asheville	NC	28801	(828) 450-2064
Cox	Tricia	Patricia A Cox	221 Azalea Ln	Cashiers	NC	28717	(828) 200-1251
Olson	Stephanie	Stephanie Olson	1317 Prevenient Dr.	Wake Forest	NC	27587	(919) 569-5259
Lamb	Aaron	Aaron Lamb	649 Weyburn Dr	Concord	NC	28027	(704) 490-4744
Pullara	Ann	Tom & Ann's Travel Adventures LLC	5709 Silver Sky Way	Greensboro	NC	27410	(336) 665-1950
Upham MCC	Darci	Darci and Craig Upham	704 N Green Tee Rd.	Hampstead	NC	28443	(910) 270-6228

Simon	Judy	Judy & John Simon	12516 Shelter Cove LN	Charlotte	NC	28216	(704) 966-8681
Johnson	Kimber	Kimber Johnson, Inc.	203 South Tremont Dr	Greensboro	NC	27403-1736	(336) 691-1500
Throne	Harold	Harold and Cindy Throne	7108 Brittany Pointer Ct	Wilmington	NC	28411	(910) 329-9934
Simmons	Michelle	Michelle Simmons	4610 Capstone Dr	Monroe	NC	28110	(704) 307-2697
Larson	Esther	World To Sea, LLC	8451 N Shoreside Way	Leland	NC	28451	(910) 408-1558
Finfrock, ACC	Jenise	Cloud Nine Vacations, LLC	614 Applecross Dr	Cary	NC	27511	(919) 655-5593
Hanlon	Michael	Ocean Dreams Travel, Inc.	5040 Crown Point Lane	Wilmington	NC	28409	(910) 833-1022
Cron, MCC	Jen	CRUISEOTTER, LLC	9935-D Rea Rd. Suite 511	Charlotte	NC	28277	704-780-1599
Mills	Derrick	Derrick Mills	4732 Lonnie Dr	Rolesville	NC	27571	(919) 323-5841
Richards	Michael	Michael S & Teri D Richards	134 Craven Dr	Havelock	NC	28532	(252) 665-3256
Clatterbaugh	Charles	Charles C. Clatterbaugh & Sharon A. Fowkes	127 Legacy Lakes Drive	Wallace	NC	28466-2393	(704) 912-0133
Voytek	Brandy	BLV Squared LLC	44 Seabiscuit Court	Lillington	NC	27546	(919) 343-2893
Konselman	Julie	Julie Konselman	83 Florian Ln	Fletcher	NC	28732	(978) 584-3966
Thompson	Phil	Accessible Cruise & Travel, Inc	628 York Institute Road	Hiddenite	NC	28636	(828) 781-5769
Colt	Don	Don Colt	108 Filigree Way	Durham	NC	27713	(919) 428-7530
Johnson-Berry	Stefanie	Just Imagine Voyages + Events, LLC	6022 Kayton Street	Raleigh	NC	27616	(813) 857-6904
Goes	Linda	Linda Goes & Sharon Curl	53 Bluenose Lane	Hampstead	NC	28443	(919) 704-0894
Malave	Christopher	Christopher Michael Malave	231 Chandeaur Dr	Mooresville	NC	28117	(704) 458-2146
Wright	Catherine	Deck 9 Travel, LLC	1520 Nash St N	Wilson	NC	27893	(252) 220-9919
Dunham	Scott	Tarheel Getaways LLC	1543 Cedar Grove Rd	Pittsboro	NC	27312	984-234-5099

Lewis, III	Henry	Lewis and Associates Travel Agency, LLC	227 Capistrano Drive	Winston-Salem	NC	27103	(336) 546-7768
Cruickshank	Lorie	Lorie Cruickshank	5493 Autry Road	Rocky Mount	NC	27803	252-379-1581
James	Ashley	Ashley James	5125 Royal Coachmen Dr	Wake Forest	NC	27587	(919) 569-5524
Sams	Michael	Michael Sams, Sheilah Sams & Carla Deis	114 Calebra Way	Cary	NC	27519	(919) 367-6237
Overend	Andrea	Andrea Overend	153 Fairway Lane	Sanford	NC	27332	(760) 979-1741
Robinson	Barry	Barry N. Robinson & Wiletra C. Burwell	2756 Andrea Drive	Creedmoor	NC	27522	(919) 672-3863
Britt	Karen	Karen L. Britt	2921-114 Wakefield Crossing Drive	Raleigh	NC	27614	(919) 889-4900
Boss	Karen	Karen Boss	251 Turtle Creek Farm Rd	Apex	NC	27523	919-346-7779
Toomer	John	Rest and Recharge Travel LLC	12508 ES Draper Dr	Huntersville	NC	28078	(678) 371-6276
Rombach	Lisa	Lisa Rombach	79 Nicholas Ct.	Angier	NC	27501	(919) 975-9804
Hodgins	Donna	Hodgins & Associates, LLC	4819 Secrest Shortcut Road	Monroe	NC	28110	(704) 201-3614
McLean	Laura	Laura Ruth McLean	316 North Avenue	Troutman	NC	28166	(704) 885-5102
Honeycutt	Ivy	Ivy Honeycutt	325 McGill Road NW Suite 520	Concord	NC	28027	(704) 287-6073
Hollahan	Maria	Maria Lorena Hollahan & Christopher N. Mileham	1019 Aringill Lane	Matthews	NC	28104	(704) 766-8500
Perez	Debbi	Deborah Perez	3408 Turkey Oak Lane	Gastonia	NC	28056	(704) 213-1278
Johnson	Stacie	Stacie E. Johnson	202 Lovington Drive	Fayetteville	NC	28303	(910) 850-8789
Fitzgerald	Elaine	Elaine Fitzgerald	601 Hawk Mountain Road	Lake Toxaway	NC	28747	(828) 293-1008
Dewan	Rahul	Rahul Dewan	11719 Elizabeth Madison Ct	Charlotte	NC	28277	(401) 258-2364
Kuhns	Naomi	Naomi Kuhns	3909 Fox Run Road	Weddington	NC	28104	(704) 708-4889
Smithey	Melissa	Melissa Smithey	237 Old Quarry Road	North Wilkesboro	NC	28659	(336) 902-8162
Braithwaite	Kelcey	Kelcey Shawn Braithwaite	278 Suntree Ln	Garner	NC	27529	(984) 289-7596

Shirumalla	Praveen	Praveen Shirumalla & Lavanya Shirumalla	206 William Henry Way	Cary	NC	27519	(919) 523-7814
Troyer	Renae	Renae Troyer	4617 Beach Lane South	Fargo	ND	58104	(701) 543-2211
Haugen	Dawn	North Country Travel, LLC	11451 9th Street SE	Hannaford	ND	58448	(701) 789-0956
Heard	Linda	Linda A. Heard	18022 Edna Street	Omaha	NE	68136	402-234-2077
Pellman	Chris	Christine Pellman	7333 N 122 Avenue Circle	Omaha	NE	68142	(402) 871-6176
Leach	Jeff	Barefoot Vacations LLC	14805 Berry Cir.	Omaha	NE	68137	(402) 990-1758
Sinn	Michael	Michael A. Sinn	1509 Papillion Drive Apt 6	Papillion	NE	68133	(402) 988-8880
Jesionowicz	Rebecca	Rebecca and Jeremy Jesionowicz	13910 Patrick Ave	Omaha	NE	68164	(402) 454-7310
Kitt	Jennifer	Jennifer Kitt & Bradley Melby	526 North Ohio Ave	York	NE	68467	(402) 366-8887
Michel	Tracy	Experience Serenity Travel, LLC	4609 S. 174 Ave	Omaha	NE	68135	(402) 213-0677
Spagnotti	Linda	Linda L. Spagnotti	321 East Military Ave	Fremont	NE	68025	(402) 512-5152
Brunelle	Michael	M.K. Brunelle & Associates	85 collins Road	New Ipswich	NH	3071	(603) 755-6633
Chesna	Lucy	Lucy M. Chesna & Christopher J. Chesna	17B Lenny Lane	Hudson	NH	3051	(978) 987-4248
Nunes	Agostinho	Birchleigh Partners LLC	Inn by the Bandstand 6 Front Street	Exeter	NH	3833	(603) 580-1246
Segrin	Scott	Scott B. Segrin	5 Brenner Drive	Newton	NH	3858	(603) 974-1796
Grant	Joseph	Joseph P & Dwikorawati Grant	6 Fir Street	Londonderry	NH	3053	(603) 260-6524
Kidd	Dawn	Kidd Travel, LLC	26 Scribner Rd Unit 1	Fremont	NH	3044	(603) 244-2781
Dressor	Mark	Need Want Vacations LLC	14 Royal Crest Drive # 4	Nashua	NH	3060	(925) 222-3292
Landry, ACC	Eileen	Landry Travel LLC	1505 Wall Avenue	Burlington	NJ	8016	(609) 387-1996
Suh	Daejin	OHMYCRUISE LLC	50 IRIS CIR	GLEN ROCK	NJ	07452-3431	(201) 654-3399

Woolf	Linda	Esprit Adventures	2 Richmond Hill Drive	Sparta	NJ	7871	(973) 512-3990
Skerritt	Carie	S5 Partners LLP	107 Spring Crest Drive	Hightstown	NJ	8520	(732) 416-7887
Santopadre	Maryellen	Sanray, LLC	3 American Way	Holmdel	NJ	7733	(732) 219-6800
Sievers	Kim	Kim Sievers	67 Wyckoff Street	Matawan	NJ	7747	(732) 504-8301
Robinson	Colleen	Colleen B and Frank T Robinson	9 Tuscany Drive	West Windsor	NJ	8550	(609) 371-3494
Zale	Pat	Patricia Zale	76 Larkspur Circle	Sicklerville	NJ	8081	(856) 566-9151
Tellakula chandrashekar	Divya	Divya Tellakula Chandrashekar	15 Headley place	Iselin	NJ	8830	732-218-6674
Candela	Joe	Kamic Cruise & Travel, LLC	111 West Holly Lane	Little Egg Harbor	NJ	8087	(609) 296-7478
Brown	Samantha	S & S Travel Partners LLC	60 Cannonade Dr	Marlboro	NJ	7746	(732) 410-5876
Doyle	Cookie	Cookie Doyle	432 Main St	Blairstown	NJ	7825	(908) 413-1955
Harden	Jason	1Stop Travel LLC	1140 Robin Terrace	Millville	NJ	8332	(856) 300-5964
Del Rossi	Justine	Set Sail Worldwide LLC	251 Champion Way	Sewell	NJ	8080	(856) 270-6405
Speid	Marian	Marian Speid	12-45 River Road #137	Fair Lawn	NJ	7410	201-791-2098
Mahon	Christy	Escape Artist Vacations, LLC.	12 Willowbrook Dr	Branchville	NJ	7826	(862) 354-8448
Greenspan	Jamie	Jamie Greenspan	1767 Forge Pond Road	Brick	NJ	8724	(732) 686-1749
Hernandez	Edward	Edward Hernandez	25 Avenue B	Lodi	NJ	7644	(201) 741-4759
Edelson	Jennifer	GTFO Vacations LLC	15 Deerhill Drive	Ho-Ho-Kus	NJ	7423	(201) 786-6275
Floyd	Cookie	DREAMS by Cookie, LLC	20 Oak Street Apt 301	East Rutherford	NJ	07073-1244	(732) 474-7176
Bulley	Wayne	The Bulley Group LLC	30 Shenandoah Dr	Sicklerville	NJ	8081	(856) 637-3311
Diekhaus	Cheri	Where In The World Travel Group LLC	41 Dundee Terrace	Freehold	NJ	7728	(732) 409-3417
Bruno	Joseph	Cafe Sail Away LLC	20 Whittier Drive	Manalapan	NJ	7726	(732) 915-7447

Del Vescovo	Denise	DEL LUSO TRAVEL LLC	15 Overbrook Rd	Flanders	NJ	7836	(973) 229-3761
Cicalese	Barbara	Barbara A Cicalese	4D Somerset Hills Ct.	Bernardsville	NJ	7924	(973) 670-4343
Alexander	David	David Alexander	31 Bongart Dr	West Orange	NJ	7052	(862) 800-5472
Wittstock	Keith	Keith E. Wittstock	100 Aura Road	Clayton	NJ	8312	(856) 287-5507
Nitti	Joe	Joseph Nitti & Joan Nitti	Suite 100 A 1402 Califon Cokesbury Rd	Califon	NJ	7830	(908) 399-4317
Spencer	Deardre	Deardre Spencer	1445 Orchard Terrace	Hillside	NJ	7205	(908) 248-5786
Seabrook	Marybeth	Marybeth Seabrook & Carl Seabrook	301 S Main Street	Cape May Court House	NJ	8210	(609) 846-8167
Kopec	David	Kopec & Associates LLC	266 Staggerbush Rd.	Williamstown	NJ	8094	(856) 625-8909
Myles	Laynnea	Lavish Memories Travel Agency, LLC	103 Timberhill Drive	Franklin Park	NJ	8823	(732) 201-5229
Patel	Apexa	Apexa Patel & Darpan Patel	17 Lackawanna Pl Apt 318	Bloomfield	NJ	7003	(973) 400-9052
Bach	Angela	Angela Bach, LLC	2 Sunnyside Court	Marlton	NJ	8053	(609) 828-9713
Bell	Gregory	Gregory A. Bell	5 Astor Court	Princeton	NJ	8540	(609) 436-5123
Cicinato	Edward	Edward Cicinato	320 Linden Ave	Woodlynne	NJ	8107	(856) 866-6602
D'Andrea	Joseph	Joseph D'Andrea & Kurstin Binshedler	98 Sherwood Lane	Westampton	NJ	8060	(609) 661-4366
Parisi	John	Genesis Cruise and Travel, LLC	7 Arrowwood Ct	Howell	NJ	7731	(732) 751-4990
Pritchard	Linda	Galaxy Travel LLC	272 Berkshire Valley Rd	Wharton	NJ	7885	(973) 520-0024
Leslie	William	WISU, LLC	5794 Hwy 518 P.O. Box 157	Vadito	NM	87579	(575) 770-1935
Veith	Amanda	Amanda Veith	6813 Cassini Ave	Las Cruces	NM	88012	(575) 323-1474
Todal	Gunnar	Gunnar E. Todal	Ole Jullums Gate 8A	Kristiansund	NO	6510	-36504

Kaufmann	Melanie	Melanie Kaufmann	2872 Josephine Drive	Henderson	NV	89044	(916) 220-8104
Parisi	Santo	Santo & Ellen Parisi	7936 Grey Teal St.	North Las Vegas	NV	89084	(702) 649-6735
Brodeen	Richard	Executive Cruises of Las Vegas, LLC	10275 Maggira Place	Las Vegas	NV	89135	(702) 586-9570
Greiwe, ACC	Michelle	MG Interests LLC	2550 Stonequist Ave	Henderson	NV	89052	(614) 336-8254
Romano	Peter	Peter Romano	631 North Stephanie Street	Henderson	NV	89014	(702) 727-4216
Hollon	Phillip	Hollobaugh Enterprises, Inc.	138 Villaggio Street	Henderson	NV	89074	(702) 435-9962
Dodds	Celine	Celine Dodds	520 Arrowhead Trail #114	Henderson	NV	89015	(702) 475-6495
Finch	Cory	Cory R Finch & Andrew L Finch & Tom Bachmann	7766 W. Sahara	Las Vegas	NV	89117	(702) 649-1290
Peisner	Pam	Peisner & Associates, LLC	3051 Traverse Creek Lane	Las Vegas	NV	89135	720-464-3850
Carpio	Anna Marie	Ettamon LLC	2826 Alenga Street	Henderson	NV	89044	206-376-9200
Hamilton	Eva	ONE TRAVEL HOUSE LLC	6815 W Torino Ave	Las Vegas	NV	89139	(702) 242-0632
Henderson	William	William A. Henderson	521 Montecito Dr	Pahrump	NV	89048	(775) 990-4485
Martin	Damall	Damall Martin	4523 Amberley Ridge Avenue	North Las Vegas	NV	89115	(702) 620-3094
Caldwell	Tawnya	Caldwell Partners, LLC	8956 Skye Canyon Ranch St	Las Vegas	NV	89166	(615) 669-8812
Auge	James	James A. Auge	900 E Desert Inn Rd #216	Las Vegas	NV	89109	(702) 553-4487
Luzuriaga	Jaci	Jaclyn Luzuriaga	278 Grand Teton Dr	Henderson	NV	89074	(702) 969-7202
Jackson	Michelle	Michelle Jackson	2635 Hourglass Drive	Henderson	NV	89052	(702) 968-2477
McPherson	Annastasia	Annastasia McPherson	4710 Rutte Cir	Las Vegas	NV	89115	(707) 816-0074
Iulucci	Jenelle	Jenelle Iulucci	10998 Pentland Downs St	Las Vegas	NV	89141	(702) 710-0705

Rodriguez	Samantha	Life Trek Fitness Company	10151 Dorrell Ln 3057	Las Vegas	NV	89166	(919) 656-1288
Mash	Christine	Christine Mash & Andrea Leevey	3881 Trapani Pl	Las Vegas	NV	89141	(702) 219-1508
De Loera	Julie	Julie De Loera	6275 N. Dapple Gray Rd	Las Vegas	NV	89149	(725) 260-1030
Giles, Jr	Mark	Mark Giles Jr	2034 Deer Springs Dr	Henderson	NV	89074	(725) 735-4534
Sikkenga	Lenora	Lenora Eileen Sikkenga	3450 Della Circle	Fallon	NV	89406	(775) 217-9644
McCafferty	Scott	Scott & Anne-Margaret McCafferty	3245 Latta Rd #16362	Rochester	NY	14612	(585) 392-7777
Osnato	Charisse	DCO Enterprises LLC	3280 Sunrise Hwy Suite 263	Wantagh	NY	11793	(516) 586-5933
Koehring	Anne	Kathleen and Edward Koehring	409 David Dr	North Syracuse	NY	13212	(315) 458-8774
Santiago	Richard	Richard Santiago & Maria Hernandez Santiago	164 Halgren Cresc	Haverstraw	NY	10927	(845) 942-2835
Brill	Ed	Edward Brill	30 West 61st Street	New York	NY	10023	(212) 862-2706
Batista	Aggie	Agueda C. Batista	106-20 Shorefront Parkway	Rockaway Park	NY	11694	(718) 474-7392
Ciappa	Harold	Harold Ciappa, Melissa Stolz & George Kahn	145 North Church Street Unit 2	Goshen	NY	10924	(845) 294-5555
Caulfield	Christopher	Christopher Caulfield	1 Jacoby Street	Croton on Hudson	NY	10520	(914) 984-5314
Goodwin	Keith	Keith Goodwin and Duane Goodwin	909 Old Stage Rd	Groton	NY	13073	(607) 838-3364
Facey, LS	Sophia	Sophia Facey	P.O. Box 661279	Bronx	NY	10466	(347) 920-4562
Foley	Scott	Zacks Properties LLC	112-116 Main Street	Chester	NY	10918	(845) 469-7571
Kempf	Cathy	Catherine Kempf & Harry W Kempf	2530 Columbus Ave.	Oceanside	NY	11572	(516) 872-1466
Colligan	Patricia	Tri-Way Leisure Corp.	5 Cinque Dr	Farmingdale	NY	11735	(516) 249-2189
Savigne	Tania	Luxury Travel For Less	85 Livingston St #7D	Brooklyn	NY	11201	(917) 500-4044
McKenzie ACC	E. Yvonne	Evangelina McKenzie	138-48 226th Street	Laurelton	NY	11413	(718) 413-5405

Eng	Kathy	CETS, Inc.	35 Mildred Parkway	New Rochelle	NY	10804-2106	(914) 235-0431
Praete	Michael	Sand Dollars Int. Ltd.	1985 Berme Road	Kerhonkson	NY	12446	(845) 626-5202
Vigueras	Vincent	My Next Sailing, LLC	81A Dictum Court	Brooklyn	NY	11229	(718) 673-9003
Carty Kelly	Natalie	NYCKelly Travel, LLC	2255 Watson Ave	New York	NY	10462-5204	(347) 855-3559
Bentsen	Cindy	Cynthia Bentsen	3426 Woodward Street	Oceanside	NY	11572	(516) 593-5309
Liberty	Julia	Julia A & Gary P Liberty	25 Taylor Road	Peru	NY	12972	(518) 643-5551
Facey-Marshall	Karen	Karen Facey-Marshall	164 Castleton Ave	Staten Island	NY	10301	(917) 579-9287
Acevedo	Richard	Richard Acevedo	159 Benefield Blvd	Peekskill	NY	10566	(914) 737-4965
Casey	Mark	Mark Casey	65-24 162 st. apt 7a	Fresh Meadows	NY	11365	(718) 487-3031
Rodriguez	Wayne	Wayne Rodriguez & Co LLC	405 RXR PLAZA	UNIONDALE	NY	11556	(516) 790-6749
Murphy	Stacy	Stacy A. Murphy	341 Alpine Drive	Cortlandt Manor	NY	10567	914-755-1721
Serson	Amy	Amy L and Austin Serson	9 Crestwood Avenue	Troy	NY	12180	(518) 560-5055
Pleeter	Glenn	Glenn and Andrea Pleeter	8 Collaberg Road	Stony Point	NY	10980	(845) 558-9128
Carpenter	Susan	Susan Carpenter	215 Dates Rd	Lansing	NY	14882	(607) 227-0863
Joyce	Andrea	Andrea Joyce	243 B Heritage Hills Dr	Somers	NY	10589	914-400-5132
Cross	Tina	Spa City Enterprises, LLC	15 Ichabod Lane	Ballston Spa	NY	12020	518-450-9552
Wellman	Charles	Charles & Crystal Wellman	5176 Ostrander Rd	Verona	NY	13478	(971) 245-2285
Loerzel	Carl	Loerzel Travel & Associates Inc	1138 Wadsworth Street	Syracuse	NY	13208	(315) 928-4722
Dingley	Marlene	Marlene & Thomas Dingley	33 Chester Ct	Troy	NY	12182	(518) 285-0133
Pazmino	Elle	Guillermo H. & Eleonor Pazmino	13 Hillside Drive	Thiells	NY	10984	(845) 520-7552
St Clair	Doug	Douglas St Clair & Sue Commesso	20 Meadow Wood Drive	Fairport	NY	14450	(585) 455-6071

Trask	Deborah	Trask Travel, LLC	362 Pony Farm Rd	Oneonta	NY	13820	(607) 441-8223
Pyle	Samantha	Liberty Cruise Ship Center Inc	121-18 Liberty Avenue	South Richmond Hill	NY	11419	(718) 322-4033
Ames	Glen	Ames Evergreen Travel, LLC	3 Caxton Street	Melville	NY	11747	(631) 424-0430
Nowak	Mark	Mark Nowak & Kerry Ann Nowak	40 Gardenville Parkway Suite 216	West Seneca	NY	14224	(716) 827-2783
Eslinger	Brian	Finger Lakes Travel Network LLC	309 N. Franklin Street Suite 201	Watkins Glen	NY	14891	(607) 535-2310
Ruiz	Juan	Toadily Fun Travels LLC	1073 Kirby Place	Middletown	NY	10940	(845) 467-0027
Sturgeon	Dave	Fox's All Things Travel, LLC	221 Marsh Drive	Syracuse	NY	13214	(315) 491-0028
Giannelli	Liz	Elizabeth Giannelli & Melody Natiello	56 E Saltaire Rd	Lindenhurst	NY	11757	(631) 991-7277
Rush	Diana	JD Destinations, LLC	10 John Street	Selden	NY	11784	(631) 988-8832
Persampieri	Jerry	Argosy Vacations, INC	20 Sutton Place South Apt 4B	New York	NY	10022	(914) 837-7669
Christian	Lisa	Lisa J Christian and Donna Shaw	58 Wheeler Ave	Cortland	NY	13045	(607) 322-3255
Graves	Joshua	Joshua Graves	334 N. Rutland St	Watertown	NY	13601	(315) 955-5270
Santacruz	Danny	Danny Santacruz	82-55 61 Drive Second Floor	Middle Village	NY	11379	(347) 527-2398
Doucette	Tammy	Tammy Doucette	49 Parkview Ct	Troy	NY	12180	(518) 421-2646
Santiago	Edwin	Edwin Santiago	279 Sterling Avenue	Buffalo	NY	14216	(716) 261-9562
Galiano-Presti	Alexandra	Presti World Travel, LLC	9 Bette Lane	Commack	NY	11725	(631) 343-7843
Bates	Letecia	Letecia L. Bates	62 McCarthy Road	Dover Plains	NY	12522	(914) 263-7445
Cialone	David	Voyage Sapphire LLC	2754 Kulp Rd	Eden	NY	14057	(716) 575-7242
Fusco	Dana	Dana's Destinations LLC	344 Central Park Ave B-19	Scarsdale	NY	10583	(914) 391-3895
Noel	Katy	KC Travel Enterprise, Inc.	160 Hempstead Turnpike	West Hempstead	NY	11552	(212) 300-7980
Gerwig	Kayte	Kayte Jo Gerwig	4 Elizabeth Street	Naples	NY	14512	(585) 648-6418

Sanborn	Maureen	Chrisjulah, Inc.	9 Stern Court	Huntington Station	NY	11746	(631) 388-2042
Egloff, MCC, ACC	Wendy	Wendy R. Egloff	986 Center Street	East Aurora	NY	14052	(716) 805-7938
Perini	Mary Beth	Mary Beth Perini	5 Frado Ct	Stony Point	NY	10980	(845) 641-9083
Thongpahusatcha	Charlie	KT Getaways Inc.	53 Vista Hill Road	Great Neck	NY	11021	(917) 623-0500
DuMoulin	Susan	Susan & Mark DuMoulin	143 Sportsmen St	Central Islip	NY	11722	(631) 918-4000
Mertens	Jackie	Mertens Group, LLC	94 Old Mill Road	Farmington	NY	14425	(585) 433-5700
Sawh	Pursham	Pursham Sawh	120-11 109th Ave Apt D1	Jamaica	NY	11420	(929) 589-6395
Phillips	Marcia	Marcia E. Phillips	19 Hillman Loop	Round Lake	NY	12151	(518) 283-5012
Schragenheim	Jeff	Treasured Getaways, LLC	56 Argow Place	Nanuet	NY	10954	(845) 304-7459
Nortz	Matthew	Matthew L. Nortz	7632 East State St.	Lowville	NY	13367	(315) 681-5569
Bahna	Laurie	Laurie Bahna & Paul Bahna	23 Clark St	Plainview	NY	11803	(516) 343-3618
Williams	Constance	Constance R. Williams	209 Rugby Avenue	Rochester	NY	14619	(585) 502-8683
Kolmes	Jacqueline	Jacqueline R. Kolmes	611 Hancock ST #4	Brooklyn	NY	11233	(718) 221-4810
Abbene	Donna	Donna Abbene	14 Kim Place	Kings Park	NY	11754	(631) 269-6262
Taylor	Thelma	Thelma Taylor	150-12 114 Road	Queens	NY	11434	(347) 602-3999
Hutson ACC	Jayne	JAYNE HUTSON AND ASSOCIATES LLC	8839 Gatewood Dr	North Ridgeville	OH	44039	(440) 316-7171
Rennie	Nancy	Nancy Rennie	6370 Twin Lakes	Mason	OH	45040	(513) 336-8747
Cansler	Roger	World Travel Getaways LLC	1488 Wyandotte Ave	Cleveland	OH	44107-4724	(216) 529-2539
Salem-McCarthy, ACC	Dana	Ace and Associates, LLC	6949 Parmalee Drive	Mentor	OH	44060	(216) 347-3700
Kordan	Diane	Diane & Vic Kordan, LLC	17200 Greenwood Dr	Strongsville	OH	44149	(440) 572-7760
Lapa	Carmel	Lapa Luxury Travel LLC	30628 Detroit Road	Westlake	OH	44145	(440) 937-4520
Svenson	Eric	Eric & Barbara Svenson	7026 County Road 44	North Lewisburg	OH	43060	(937) 612-1388

Tarpy	John	D-MAR-KAY GROUP LLC	5714 Glasgow Rd. Apt # 2	Sylvania	OH	43560	(567) 455-6501
Keller	Keith	K Kell Adventures, LLC	26340 Hull Prairie Rd	Perrysburg	OH	43551	(419) 931-4479
Wash	Crystal	Cruise With Us, LLC	11006 Reading Rd. Suite 202	Cincinnati	OH	45241	(513) 821-0280
Kosmos	Kathy	Destination Travel Team, LLC	8227 Washington Ave	N Royalton	OH	44133	(440) 582-3701
Evans	Sandra	Sandra K Evans	116 N Vernon Ave	Newark	OH	43055	(740) 366-7447
Sutton, CTA, ECC, LCS	Renee	R-CrewTravelCompanyLLC,VernonValuesLLC,DebbyHughes	6412 Birch Creek Dr	Loveland	OH	45140	(513) 943-7363
Calhoun	Kristen	Calhoun Travel LLC	3041 Bristol Champion Townline Rd. NW	Bristolville	OH	44402	(330) 240-6845
DeWitt	Marci	Marcia and Randy DeWitt	1581 Eagle Links Drive	Marion	OH	43302	740 972-9790
Meiners	Jenny	Jenny Meiners	2504 Ashwood Drive	Loveland	OH	45140	(513) 505-0228
Essert	Susan	Susan & Erik Essert	5453 Cecilia Ct	Cincinnati	OH	45247	(513) 202-3536
Oaks	David	3 Eagle Travel, LLC	503 Caroline Avenue	Hubbard	OH	44425	(330) 503-1911
Fields	Cindy	Fields Travel Group, LLC	7723 Tyler's Place Blvd. Suite 155	West Chester	OH	45069	(513) 445-9377
Puthoff	Bob	Sanbob LLC	11440 Brattle Lane	Cincinnati	OH	45249	(513) 882-3637
Romstadt	Amy	Amy M & Tim Romstadt	162 Chantilly Rue	Northwood	OH	43619	(419) 754-1365
Dombrowski	Edward	All Service Travel LLC	10334 River Rock Lane	North Royalton	OH	44133	330-259-7300
Stanczewski	Pam	Central Point Travel, LLC	137 Commerce Park Drive Suite A	Westerville	OH	43082	614-974-0441
Thoennes	Ben	Ben Thoennes, LLC	6205 Rockland Drive	Dublin	OH	43017	(614) 467-9199
Lyles	Rachel	Rachel C Lyles and Amanda A Rea	8390 Vega Drive	Blacklick	OH	43004	(614) 607-5653
Curby	Rachel	Smiling Ocean Travel, LLC	14993 Millersburg Road SW	Navarre	OH	44662	(801) 200-3150

Gnagey	Eric	Eric Gnagey & Mary K. Young	6573 Meadow Glen Dr. South	Westerville	OH	43082	(614) 917-3259
Keener	Branden	Keener Vacations, LLC	364 E. Payne Ave	Galion	OH	44833	(567) 393-9369
Tipping	Tricia	Tipping, Sears & Associates, LLC	900 Hunter Ridge Circle	Fairlawn	OH	44333	(330) 331-2034
Peagler	Jeralyn	JP360 Solutions, LLC DBA 360 Vacationz	84 N Main St	Springboro	OH	45066	(513) 805-1936
Kirtz	Tess	Tess M. Kirtz & Daniel Kirtz	5786 Bridgewater Blvd	Hudson	OH	44236	(330) 653-3111
Isom	Patti	Patricia Isom	4201 Colony Road	South Euclid	OH	44121	(216) 772-0552
Jenyk	Amy	Mark Rudolph Enterprises Inc	1734 McCausland Drive	Hudson	OH	44236	(216) 877-1100
Adanich	Lyn	Lyn Adanich	7754 State Road	Parma	OH	44134	(216) 825-1055
Prodtwo	Mark	Mark Prodtwo Incorporated	8459 C Street Room 3	Cincinnati	OH	56543	(657) 898-9909
Brackman	Lisa	Lisa Brackman & Cindy Carnevale	632 Forest St.	St. Henry	OH	45883	(513) 445-3622
Koster	Tammie	Tammie J. Koster	7599 Kennesaw Dr	West Chester	OH	45069	(937) 200-5205
Baugh	Kristine	Kristine Baugh	3316 NW 175th St	Edmond	OK	73012	(405) 212-4545
Laws	Toni	MT Travel Adventures LLC	1832 NW 56th St	Oklahoma City	OK	73118-1404	405-249-5922
Collins	Whitney	What's Your Destination, LLC	17017 W. 59th St. S.	Sand Springs	OK	74063	(918) 514-0008
Shafer	Brenda	Heavenly Imaging Prenatal Imaging Center, LLP	2750 W Lenington Rd	Sallisaw	OK	74955	(918) 790-8899
McGinnis	Grace Michelle	Michelle McGinnis and Associates, LLC	5724 SE 148th St	Oklahoma City	OK	73165	405-586-4233
Webb	Randall	WEBB TRAVEL ADVISORS, INC.	37001 S 630 Rd	Jay	OK	74346	(918) 314-1812
Reese	Adam	Adam R. Reese	6340 Kingsbridge Drive	Oklahoma City	OK	73162	(214) 682-5829
Meyer	Dana	Dana Meyer	107 Shady Lane	Durant	OK	74701	(580) 920-5850
Martin	Timothy	Bulldog Ventures Inc.	17549 SW Tia Terrace	Beaverton	OR	97007	(503) 259-2280
Schaffer	Teri	International Travel Consultants, INC	2870 NE Hogan Drive Suite E 415	Gresham	OR	97030	(503) 492-7939
Wart	Tracy	Tracy Wart	465 S.E. Cherry St.	Pilot Rock	OR	97868	(541) 969-6665

			P.O Box 68				
Nott	Cara	CruiseOne Milwaukie	14851 SE Topaz Ave	Portland	OR	97267	(503) 656-2125
Smith ECCS	Gary	On & On Inc	1510 Jacobs Dr	Eugene	OR	97402	(541) 349-0036
Orton	Deborah	Deborah R. Orton	2411 Meadowcreek Drive	Medford	OR	97504	(541) 776-2739
Beikman	Monique	Monique Beikman	22760 SW 87th Place	Tualatin	OR	97062	503-310-7901
Miller	Liz	Elizabeth Miller & Curtis Winn	8033 N Buchanan Avenue	Portland	OR	97203	(503) 455-8833
Fields	Aleisha	Aleisha Fields	1925 Bloom Lane NW	Albany	OR	97321	(541) 905-7724
Speed	Ranisha	Miles Away LLC	410 Delmonte Ave B	Tillamook	OR	97141	(503) 812-1982
Wong	Edwin	Edwin Wong	4324 SE Weedman St	Portland	OR	97222-8843	503-407-6703
Voss	Heather	Heather Paterson Voss	2665 Van Pelt Blvd Apt # 10	Roseburg	OR	97471	(541) 670-3530
Clark	Kari	Kari L. & Kevin R. Clark	38033 Weirich Drive	Lebanon	OR	97355	(541) 570-1328
Cruises	AIO	All Inclusive Outlet Cruises	1132 5th Street	Springfield	OR	97477	(541) 349-0036
Heath, CTA MCC	Amber	Tambers Treats LLC	43466 McKay Dr.	Pendleton	OR	97801	(541) 276-1917
Tadder	Kevin	KTad Travel LLC	4515 SE Manewal Lane	Milwaukie	OR	97267	(805) 757-6035
Bhagwan	Sonia	Dreaming of Sun LLC	13829 NW Gargany Street	Portland	OR	97229	(503) 403-6186
Radick	Trudy	Trudy K. Radick	327 Bowyer Lane	Lititz	PA	17543	(717) 569-6520
DeHaven, ACC	Kathy	Kathleen M DeHaven	1005 Kingscote Drive	Harleysville	PA	19438	(215) 259-5000
Burstin	Henry	Exciting Worldwide Vacations, LLC	1321 Gabriel Lane	Warwick	PA	18974	(215) 742-7534
Viola	Mike	Michael F. Viola	4327 Ravenswood Road	Allentown	PA	18103-9676	(610) 967-9736
Rhoads	Dennis	Dennis Rhoads	4700 Perkiomen Avenue	Reading	PA	19606	(610) 898-1875

DeShong	Rhonda	Rhonda L DeShong & Catherine A Folmar	1245 Sollenberger Road	Chambersburg	PA	17202	(717) 267-2180
Butz	Richard	RKB Travel Group, LLC	14 East 21st Street	Northampton	PA	18067	(610) 262-0855
Abitabilo	Louis	Louis J. Abitabilo	125 Lakeview Ave	Scranton	PA	18505	(570) 955-0470
Geiger, CTA, MCC	Alicia	Platinum Travel Associates LLC	76 Starr Road	Sinking Spring	PA	19608	(610) 621-5797
Federanich	Marjorie	Marjorie & Joseph Federanich	418 Princeton Avenue	Palmerton	PA	18071	(610) 826-4777
Brunst-Kotsch	Melissa	Melissa Brunst-Kotsch	2654 Crystal Drive	Whitehall	PA	18052	(610) 439-3550
Overcast	Ellen	Ellen Overcast	181 West Main St	Kutztown	PA	19530	(610) 781-6950
Wonder	Rachel	Travel Wonders, LLC	836 N 24th Street	Philadelphia	PA	19130	(215) 817-8304
Martin	Cindy	Cindy Martin	892 Front St.	Whitehall	PA	18052	(610) 392-4042
Minnich CTA, ECC	Diane	Diane and Timothy Minnich	225 Stratford Drive	Churchville	PA	18966-1345	(215) 357-1580
Young	Mark	Mark J. and Jennifer N. Young	39 Olde Mill Court	Lititz	PA	17543-8323	(717) 581-1222
Moore	Matthew	Moore Travel Group, LLC	1502 Celebration Circle	Bridgeville	PA	15017	412-914-8347
Roush	Gerald	Jerry & Joanne Roush	5 Valley Street	Lewistown	PA	17044	(717) 363-8132
Beverly Sr	Ronald	Ronald Beverly Sr	143 Newport Lane	N Wales	PA	19454	(267) 217-7667
Smith	J C	J Clyde Smith III	5263 Spring Road	Shermans Dale	PA	17090	(717) 275-1222
Harrison	Stacy	Stacy & Patricia Harrison	895 Lilly Hill Rd	Bath	PA	18014	(610) 837-7958
Merante	Vincenzo	Vincenzo Merante	410 Salem Drive	Pittsburgh	PA	15243	239-848-1267
Hendrick	Tom	Thomas and Kimberly Hendrick	157 Janyce Drive	Greensburg	PA	15601	(724) 836-7242
Shorts	Carla	Seas Your Journey Travel, LLC	130 Vida Lane	Dover	PA	17315	(717) 467-8335
Hornick	Chris	Chris Hornick	Chris Hornick-Dream Vacations 33 Creekside Drive	Lebanon	PA	17042	(717) 639-3763

Camarro	Katherine	Robert & Katherine Camarro	5367 Lincoln Hwy	York	PA	17406	(717) 542-8884
Rudy	Nancy	Nancy Rudy & Linnea Rudy	201 Scarborough Lane	Millersville	PA	17551	717-871-0574
Fry	Samantha	Off the Grid Travel Company, LLC	118 North Main Street	Coudersport	PA	16915	(814) 647-1334
Var	Varee	Sokunvery Var	377 Sawgrass Dr	Allentown	PA	18104	(484) 550-6092
Tropeck	Kevin	Tropeck Travel LLC	506 Prada Place	Zelienople	PA	16063	(724) 400-5492
Bachman	Jennifer	Jennifer A. Bachman	119 S Sheridan Rd	Newmanstown	PA	17073	(610) 589-6183
Bryan	Von	Steel Town Travel, LLC	13300 St. Clair Drive	N. Huntingdon	PA	15642	(724) 681-1777
De La Pena	Francisco	Francisco A. De La Pena	36 Turf Road	Levittown	PA	19056	(267) 838-9595
Searle	Jay	Searle Travel Group LLC	834 Redwood Avenue	Wyomissing	PA	19610	(610) 750-9132
Rhodes	Tara	Tara Rhodes Travel, LLC.	338 Slocum St.	Swoyersville	PA	18704	(570) 230-3999
Larkin	Dawn	Dawn E. Larkin	481 Larkin Lane	Clifford Township	PA	18421	(570) 664-1858
Cottom	Seneca	Seneca Chatman Cottom & Michael Cottom	6227 Spring Knoll Dr	Harrisburg	PA	17111	(717) 402-6060
Harner	Rebecca	Rebecca Ann Harner & David Harner	107 E. First Ave.	Trappe	PA	19426	(610) 482-4825
Aigner	James	Joyation, LLC	Two Bala Plaza, Suite 300	Bala Cynwyd	PA	19004	(215) 792-6938
Bowman	Daniel	Bowman Travel Group LLC	242 Grandview Blvd	Bethlehem	PA	18018	(610) 410-7600
Romanelli	Melissa	Bucket List Travel, LLC	51 Bracken Place	Pittsburgh	PA	15239	(412) 370-3155
Stoner VTA	Ronnie	RJ Breeze, LLC	6257 Stanford Court	Mechanicsburg	PA	17050	(717) 525-2552
Padro	Edgardo	EMP Diversity LLC	4146 Stirling Street	Philadelphia	PA	19135	(267) 968-0132
Smith	Jeff	EBERSMITH LLC	219 N. Main Ave. #116	Scranton	PA	18504	(570) 221-9905
Meszaros	George	George Meszaros & Karen B. Meszaros	120 Pearson Road	Jefferson Hills	PA	15025	(412) 253-5774
Abernathy	Amanda	Amanda Abernathy & Jeremy L. Wescoat	637 Griffin St	Pittsburgh	PA	15211	(412) 880-3454

Taylor	Serena	Serena M. Taylor	117 Rising Meadow Way	East Stroudsburg	PA	18302	(570) 534-0297
Losch-Tostanowski	Kenneth	The Losch Company LLC	136 Bellevue Avenue	Ephrata	PA	17522	(717) 725-5636
Holly	Lakisha	Lakisha Tyressa Holly & Karl Ladell Holly	283 Salem Ct	York	PA	17407	(717) 668-0447
Zook	Phillip	Phillip M Zook	2937 Adams Dr	Chambersburg	PA	17201	(717) 251-2898
Amelsberg	Helen	DEFALENCOURT LLC	2128 Sugar Maple Lane	Furlong	PA	18925	(215) 348-4632
Kimmel	Cristi	Memory Seekers Travel, LLC	918 Market St	St Michael	PA	15951	(814) 495-8587
Esaias	Karen	Karen A. Esaias & Richard Von Schlichten	586 Elknud Lane	Johnstown	PA	15905	(814) 961-2075
Dieterich, Jr.	Robert	Robert J. Dieterich, Jr	115 Evergreen Lane	East Stroudsburg	PA	18302	(610) 428-4568
Gray	Bryon	Bryon Gray	42 River Ln	Levittown	PA	19055	(267) 689-7999
Bowman	Richard	Panda Tours, LLC	37 Sherwood Ave	North Providence	RI	2911	(401) 349-3566
Crooks	Patti	Patti Crooks	7 Calef Avenue	Narragansett	RI	2882	(781) 806-5944
Conery	Mary	Conery Travel, LLC	10 Apache Lane	Cumberland	RI	2864	(401) 682-7555
Hankins	Jack	Jack Hankins & Janette Hankins	145 Wild Azalea Court	Columbia	SC	29223	(843) 834-2567
McLees	Debbi	Ark Enterprises, Inc.	3504 Highway 153 Suite 9	Greenville	SC	29611	(864) 281-0900
Allen	Diane	Linda Diane Allen	1855 Providence Church Rd.	Anderson	SC	29626	864-225-3650
Stump	Leigh Ann	Stump Management Group, LLC	209 Annatto Way	Tega Cay	SC	29708	(540) 797-8090
Ronde	Mary	Richard R & Mary F Ronde	73 Sea Shell Court	Hardeeville	SC	29927	(631) 754-4084
Tolleson	Betty	B.Tolleson, Inc.	179 Sherbert Street	Roebuck	SC	29376	(864) 587-1711
Maher ACC	Kim	Kim M Maher	111 East Marion Ave #207	North Augusta	SC	29841	(803) 202-0286
Vernicek	Shirley	Shirley Vernicek	234 Landing Lane Sun City Hilton Head	Okatie	SC	29909	(843) 689-6100
Ford	Tony	Tony & Christy Ford	32410 Dunbar lane	Indian Land	SC	29707	803-228-0728

Cooler	Tara	JoGo Travels LLC	40 Mayfair Dr	Bluffton	SC	29910	(843) 948-0456
Hardy	Josephine	Josephine R. Hardy	6365 Cougar Way	Wedgefield	SC	29168	803-494-7746
Rader	Scottie	Scottie & Thomas Rader	136 Zostera Drive	Little River	SC	29566	336-766-3600
Curtis	Angela	Angela T. Curtis	151 B Tibton Circle	Myrtle Beach	SC	29588	843-293-2805
Springer	Grant	NOD LLC	912 Marsh View Dr	North Myrtle Beach	SC	29582	(443) 607-8694
Foster	Tracie	Tracie R. Foster	4230 Hwy 9	Boiling Springs	SC	29316	864-707-0878
Wegmann	Rhonda	Rhonda & Christopher Wegmann	25 Lynah Way	Bluffton	SC	29909	(843) 524-7564
Howell	Carol	Carol A & David A Howell and Jaclyn K Howell	293 Red Fox Lane	Chesnee	SC	29323	864-497-8264
Schneider ACC	Bill	William Schneider Ent Inc	579 LandShark Blvd	Hardeeville	SC	29927	(813) 855-0162
Daniels	Judy	JDVacations, LLC	1845 Kilkenny Drive	Lake Wylie	SC	29710	561-634-0404
Enos	Sabrina	Your Travel Crew, LLC	124 River Falls Dr	Duncan	SC	29334	(864) 640-0157
Shirley	Larry	Larry D & Dorothy M Shirley	3153 Stanyarne Dr.	Charleston	SC	29414	843-763-6207
Thompson	Patricia	Patricia L. Thompson	270 Sand Creek Drive #6207	Murrells Inlet	SC	29576	(843) 299-0340
Pinell	Sue	Sue Pinnell & Chelsea Pinell	3553 Rutherford Rd	Taylors	SC	29687	864-244-1288
Phillips	Elise	Logan & Elise Phillips	216 Bronze Bluff CT	Lexington	SC	29073	(443) 889-3141
Geiger	Angie	Angela M.Geiger & Kari Vest	23 Kimborough St.	Greenville	SC	29607	(864) 236-8441
Hollowell	Lori	Lori Hollowell	130 Mateeba Gardens Road	Summerville	SC	29485	(843) 296-1629
Yevsin	Julie	Yuliya Yevsin	445 Slate Dr	Boiling Springs	SC	29316	(864) 308-6278
May	Lori	Lori Kaye Maye & Caleb Bruce Ussery	6900 Whitcomb Drive	North Charleston	SC	29406	(843) 412-1524

Baxa	Tracey	Travels By Tracey LLC	105 Covington Drive	Chapin	SC	29036	(803) 575-8890
Allen	Stephen	Stephen Allen & Brenda Allen	1686 Suncrest Dr	Myrtle Beach	SC	29577	(843) 839-0202
Newman	Bonnie	Bonnie and David M Newman	506 Heartland Court	Murrells Inlet	SC	29576	(843) 619-7900
McColl	Janet	Janet S. & Donald McColl	2608 McCormick Hwy	Greenwood	SC	29646	(864) 980-7373
Shettle, II	Kenneth	Kenneth W. Shettle, II & Tanya L. Shettle	110 Woodlands Ridge Rd	Columbia	SC	29229	(803) 451-0556
Satterfield	Ron	Ronald E. Satterfield	1143 Mainsail Drive	Hartsville	SC	29550	(843) 535-2814
Shoemaker	Andrea	Andrea Shoemaker & Erik Shoemaker	2013 Gable Ridge Drive	Florence	SC	29501	(843) 371-5306
Boyd	Brandon	Brandon P. Boyd	3263 Seaborn Drive	Mount Pleasant	SC	29466	(803) 374-5066
Butler	Cynthia	Cynthia R. Butler	316 N Park Street	Mullins	SC	29574	(843) 430-3060
Dorchak, Jr	Robert	Wayfinder4Lyfe, LLC	604 Zinnia Drive	Goose Creek	SC	29445	(843) 640-3929
Stoddard	Kristina	Kristina Stoddard & Daniel Stoddard	221 Algonquin Trail	Greenville	SC	29607	(843) 998-9567
Archie	Elise	Elise Archie & William Archie	44 N Main St #515	Startex	SC	29377	(803) 984-5013
Williams	Skip	John Williams & Kelly Williams	105 Blossom Way	Summerville	SC	29483	(843) 518-1412
Brown	Jeffrey	Jeffrey Brown & Myranda Brown	4320 Artisan Drive Unit 407	Indian Land	SC	29707	(512) 667-2011
Kingsford	Teresa	Teresa Kingsford & Timothy Kingsford	300Hanna Court	Little River	SC	29566	(224) 518-0189
Anderson	Amie	Amie L Anderson	241 Timber Wood Dr	Chapin	SC	29036	(803) 429-4847
Vinson	Lisa	Lisa Vinson	3963 Major Evans Rd	Lancaster	SC	29720	(803) 287-1808
Hanna	Melissa	Melissa C. Hanna	42 Mauser Drive	Lugoff	SC	29078	(803) 427-6327
Noe	Katelin	Katelin Clare Noe	4 Regent Ave	Bluffton	SC	29910	(843) 895-2290
Zimpfer	Cindy	Zimpfer Travel Group, LLC	1601 Hudson Road	Greer	SC	29650	(864) 319-2444
Mattison	Tyrone	Odyssey By M, LLC	101 Lyle Street	Mauldin	SC	29662	(864) 399-6130
Harkins	Michele	Getaway Crew, LLC	514 Americas Way # 7303	Box Elder	SD	57719-7600	(404) 388-3358

Erb	Darla	Darla M and Michael B Erb	3300 S. Judy Ave.	Sioux Falls	SD	57103	(605) 400-4243
Weeman	Tara	Tara Weeman & Eric J. Weeman	1021 South Courtland Street	Chamberlain	SD	57325	(605) 680-5599
Colbert-Sanders	Sharon	Sharon Colbert-Sanders	261 Veterans Parkway Suite 1008	Murfreesboro	TN	37128-6450	615-627-8717
Killebrew	Jennifer	Jennifer and Robert Killebrew	335 Knob Hill Private Dr	Blountville	TN	37617	(423) 212-2211
Rosenthal	Debbie	Debbie Rosenthal	1779 Kirby Parkway #1, Box 328	Memphis	TN	38138	(901) 682-5600
Norman	Susan	Susan and Michael Norman	644 Taylor Bend	Columbia	TN	38401	(623) 518-6300
Russak	Valerie	Valerie W. Russak	2691 Bryant Rd.	HIXSON	TN	37343	423-826-7777
Wax	Rhonda	Rhonda & Kevin Wax	2385 River Road	Murfreesboro	TN	37129	(615) 895-1633
France	Heather	H M & Neil Joe France	370 S. Lowe Ave Suite A-202	Cookeville	TN	38501	931-854-1682
George	Jason	See 2 Sea Travel & Adventures, LLC	909 Rosa L Parks Blvd #114	Nashville	TN	37208	(615) 999-3822
Chippendale	Scott	Scott F Chippendale & Kathy Heyton Chippendale	411 Lone Ridge Lane	Clinton	TN	37716	865-888-9212
Selleh	James	James Selleh, LLC	5300 Lenox Rd	Brentwood	TN	37027	(615) 300-0217
Gonce	Don	Donald Gonce	273 Emory Church Rd	Kingsport	TN	37664	(423) 212-2871
Campbell	Debra	Legendary Dream Vacations, LLC	618 Danbridge Drive	Hixson	TN	37343	(402) 203-0727
Newton	Merissa	Preferred Travel Partners, LLC	2615 Medical Center Parkway Ste. 1560	Murfreesboro	TN	37129	(615) 861-1661
Biggerstaff	Amanda	Amanda Biggerstaff	8919 Kilbirnie Cove	Germantown	TN	38139	(901) 800-6091
Cohron	Shelly	Shelly & Greg Cohron	721 Farmington Drive	Lebanon	TN	37087	(615) 547-9923
Stone	Pamela	Mark S. Stone & Pamela Stone	1269 Boyd Rd	Ashland City	TN	37015	(615) 274-5553
Trussell	Autumn	Autumn Trussell & John Michael Murray	1638 Calcutta Dr	Murfreesboro	TN	37128	(423) 505-0323

Ekey	Darren	Darren Ekey & Amy Ekey	156 Sycamore Hill Dr	Clarksville	TN	37042	(731) 214-0449
Jackson	Angela	Angela K. Jackson & Jeffrey William Jackson	3101 Dell Drive	Hermitage	TN	37076	(615) 354-4579
Raffety	Jennifer	Raffety Travel Group, LLC	108 Edata Trail	Vonore	TN	37885	(423) 840-0084
Myles	Teon	Teon Myles	2585 Prince Rupert Ln Apt #3	Memphis	TN	38128	(901) 297-0229
Rogers	Stella	Great Xcapes Travel LLC	209 Chilhowee School Road Suite 4	Seymour	TN	37865	(865) 773-0332
Davis	Jim	James Davis	359 Tate Road	Bean Station	TN	37708	(865) 767-3465
Flood	Janey	Off We Go, LLC	47 Fairchild Cove	Jackson	TN	38305	(731) 736-3763
St.John	Rebecca	Rebecca St. John	735 Pinhook Rd	Calhoun	TN	37309	(423) 716-7921
Miller	Erica	Erica Miller & Michael Barlow	500 Noel Lane Apt. 3207	Smyrna	TN	37167	(810) 441-6470
Wall	John	Wall Family Travel	3064 Boxbury Lane	Spring Hill	TN	37174	(615) 392-8005
Grishman	Mark	Grishman & Voyles, LLC	6909 Mill Falls Drive	Dallas	TX	75248	(214) 793-8615
Grishman	Kay	Grishman & Voyles, LLC	6909 Mill Falls Drive	Dallas	TX	75248	(214) 793-8615
Mull	Lori	East Texas Cruises, LLC	121 Timber Creek Court	Lindale	TX	75771	(903) 882-8278
Anderson, ACC	Michelle	Blue Diamond Cruises LLC	2201 Long Prairie Road Suite 107-286	Flower Mound	TX	75022	(318) 459-8358
Potts	Mary	Mary Potts	1908 Hawksbury Way	Cedar Park	TX	78613	(737) 293-0482
Tietz	Leeann	Leeann Tietz	909 Little Creek Trail	Red Oak	TX	75154	(817) 473-8590
Wassom	Wayne	Wayne W. Wassom	807 Stoneridge Drive	Atlanta	TX	75551	(281) 358-1605
Shelton	Barbara	Anthony & Barbara Shelton	1622 Woodcrest Lane	Carrollton	TX	75006	(972) 446-2739
Gagliardo	Ed	Ed Gagliardo	701 Bradfield	Garland	TX	75042	(972) 276-2080
Brightmon	Tonya	Platinum Vacations LLC	1450 W. Grand	Katy	TX	77494	(713) 730-9727

			Parkway, Ste. G216				
Buske	Nick	Buske Travel Group, LLC	127 Pecan Valley Dr	Bullard	TX	75757	(903) 530-5744
Tseng	Angela	Eldorado Group, Inc.	1721 Woodbridge Dr	McKinney	TX	75070-3900	(972) 562-1435
Waters, ACC	Anne	T & A Waters Inc.	48 Virginia Hills Dr	Corpus Christi	TX	78414	(361) 949-1011
Belden	Lucinda	Stingray Travel, LLC	2105 Statler Drive	Carrollton	TX	75007	(972) 395-5263
Dette	Ingrid	Top Deck Cruises & More LLC	126 S. Mill Trace	The Woodlands	TX	77381	(281) 298-4343
Akers	Monte	Akers Travel, LLC	5223 Royal Walk	Houston	TX	77069-1928	(281) 880-7337
Smith	Mariola	Mariola Smith	502 N. Pacific	Mineola	TX	75773	(903) 569-5002
Ball	James	James Ball & Associates LLC	8810 Summer Creek Drive	Spring	TX	77379	(281) 379-4456
Kuykendall	Janice	Kuykendall, Inc.	1817 El Mar Ln	Seabrook	TX	77586	(505) 325-7692
Williams	Nancy	Nancy R. Williams	PO Box 1715	Seminole	TX	79360	(806) 282-1702
Green	Sheri	Sheri Green	12564 Wethersby Way	Austin	TX	78753	(512) 796-8428
Price	Fran and Larry	Fran & Larry Price, Jason Price & Jessica Brown	16719 Frigate Drive	Friendswood	TX	77546	(281) 648-4455
Sowell,ACC	Gene	Gene Sowell	6526 Holden Mills Drive	Spring	TX	77389	(281) 516-9797
Cyrus	Cathy	Gregory and Cathy Cyrus	4835 Texoma Dr.	Frisco	TX	75033	(972) 529-3672
Croft	Catherine	Kevin W. and Catherine E. Croft	15116 Cedar Street	Santa Fe	TX	77517	(409) 925-7752
Sprinkle	Marjean	Marjean Sprinkle	15118 Icet Creek Ave	Mont Belvieu	TX	77523	(409) 201-6461
Anthause	Vickie	Anthause Enterprises, Inc	7700 Hilton Head Dr	McKinney	TX	75072	(972) 437-0055
McEwin	Henry	Henry and Mary E McEwin	105 Shady Wood Court	Weatherford	TX	76087	(817) 594-3096
Melnick, ACC	Lainey	Lainey Melnick	1503 Canyon Edge Dr	Austin	TX	78733	(512) 799-0626
Kaisner	Paula	Kaisner Cruises LLC	14004 Echo Lane	Austin	TX	78732	(512) 607-6635
Rangwala	Munira	Asmita & Hafeez Rangwala	8014 Stoneyway Dr	Houston	TX	77040	(281) 980-2245

Thompson, ACC	Doug	Big D Cruises LLC	3824 Cedar Springs Rd #559	Dallas	TX	75219	(214) 254-4980
Kermally	Narmin	Narmin Kermally	606 Moss Hammock Way	Sugar Land	TX	77479	(713) 560-7016
Lee	Earl	Earl Lee	4116 S. Carrier Parkway Suite 280-PMB771	Grand Prairie	TX	75052	(469) 909-4011
Borrel	Lynette	Lynette Borrel & Steven Smith	5300 N Braeswood Blvd Suite 4-386	Houston	TX	77096	(713) 589-2033
Wilson	Monquena	Having Fun Travel and Cruising	7511 Omaha Drive	Baytown	TX	77521	(281) 860-2038
Larrew	Lorraine	Lorraine & Richard James Larrew	6017 Reef Point Ln Suite 125	Fort Worth	TX	76135	(817) 991-9969
Griffin	Antoinette	Resorts Cruises Tours, LLC	4007 Alamo Drive	Mansfield	TX	76063	817-405-7065
Walker	Allison	AMW & Associates LLC	1213 Cherry Brook Way	Flower Mound	TX	75028	(817) 565-9966
Ragsdale, ACC, MCC, ECC	Paige	Paige Ragsdale	2068 US Hwy 277N PO Box 1204	Eldorado	TX	76936	(325) 340-1314
Lakhani	Hamid	BHL Inc	10498 Fountain Lake Drive # 113	Stafford	TX	77477	(713) 893-0649
Cartwright	Wendi	Barefoot Travel Agency, LLC	750 E US Hwy 80 Suite 200-426	Forney	TX	75126	(972) 581-9551
D'Onofrio	Michael	Michael D'Onofrio	2104 Brook Haven Drive	League City	TX	77573	(832) 600-9068
Holland	Pamela	CPHP Ventures, LLC	12680 W Lake Houston Pkwy Ste 510- 191	Houston	TX	77044	(281) 581-0177
Engelbrecht	Andy	Andrew & Ann Engelbrecht	31115 Pine Rose Drive	Spring	TX	77386	(832) 562-3878
Hurst	Carle	Carlene Hurst and Michael Hurst	301 Gann St.	Georgetown	TX	78626	(512) 956-8357
Boenker	Suzanne	Dreamboat Cruises, LLC	12303 Broken Bough Drive	Houston	TX	77024	281-370-3478

Trawick	Tammey	TNT Travel Group LLC	2601 Las Cruces	Deer Park	TX	77536	(281) 816-7792
Maze	Lynda	Lynda Maze	23306 Bison Cyn	San Antonio	TX	78261	(210) 858-8425
Pope, CTC, CCC	Debra	Debra's Dream Destinations, LLC	4242 Gulfbreeze Boulevard #905	Corpus Christi	TX	78402	(214) 578-4445
Yates	Ellen	Ellen Yates & Associates	5960 W. Parker RD #278-320	Plano	TX	75093	(469) 808-0422
Bryce	Deena	D & D Travels, LLC	2501 Great Bear Lane	Denton	TX	76210	940-243-7804
McKee	Tiel	Tiel & Jeffrey McKee	1907 Kempwood Loop	Round Rock	TX	78665	512-983-2928
Vowell	Julie	Julia A. Vowell	3407 Palm Desert Ln.	Missouri City	TX	77459	281-832-4441
Alston-Summers	Diana	HDS Business Systems, LLC	4017 Panther Ridge Lane	Plano	TX	75074	972-200-7901
Jennings	Cory	Cory & Heather Jennings	1106 W Missouri Ave	Midland	TX	79701	432-242-1871
Dowling	Kathy	Kathy Dowling & Jessica Smith	18518 Carousel Creek Ct	Cypress	TX	77429	(979) 436-3339
Bass	Arlando	Arlando Bass	7827 Robin Cove	Selma	TX	78154	(210) 281-5217
Zak	Adriana	Adriana & Marc Zak	3614 Ridge Dawn	San Antonio	TX	78247	(210) 549-4759
Rectenwald	Sonia	Sonia & Bryan Rectenwald	10103 DaVinci Court	Iowa Colony	TX	77583	(281) 767-7003
Orona	Marlene	Richard & Marlene Orona	526 Rosinweed Dr	Spring Branch	TX	78070	(830) 885-6545
Knight	Sam	Samuel and Michelle Knight	2107 Ripple Bend Ln	Pearland	TX	77581	832-288-2313
Agustin	Adoracion	Adoracion G. Agustin	9306 Maplecrest Dr.	Houston	TX	77099	(281) 205-4270
Guilbeau	Pam	Michael J & Pam A Guilbeau, ACC	5303 N Main	Vidor	TX	77662	(409) 786-2615
Marlin	Stacy	Stacy Y Marlin & Samuel Bryan Marlin	401 Wiltshire Dr	Hutto	TX	78634	(254) 265-6066
Coltrin	Anthony	Suncatcher Travels, LLC	4245 Jenny Lake Trail	Fort Worth	TX	76244	(817) 350-4434

Miller	Billy	Billy Jack Miller	6421 Winifred Drive	Fort Worth	TX	76133	(817) 386-7086
McCann	Dee	Deedra & John McCann	6917 Golf Green Dr	Arlington	TX	76001	(817) 672-5744
Andrino	Elizabeth	Elizabeth Andrino	3032 Indigo Trail	Round Rock	TX	78665	(512) 744-8961
Deora	Sunit	Sunit Deora	14 Ranchers Trail	The Woodlands	TX	77389	(281) 941-5183
Cypert	Lacey	Sunny and 75 Vacations LLC	6202 Coastal Dr.	McKinney	TX	75071	(972) 346-5186
Stowe	Robin	Raymond & Robin Stowe	527 21st Street, #119	Galveston	TX	77550	(409) 877-5357
Vasquez	Karen	Karen and Abel Vasquez	5250 Hwy 78 Suite 750-527	Sachse	TX	75048	469-360-7423
Foley	Steven	Pineapple Compass LLC	5022 Drawbridge Lane	Garland	TX	75044	(972) 803-3255
Williams	Brian	Brian Williams & Sheena Williams	3306 Thomas Kincheon St Unit A	Austin	TX	78745	(512) 853-9830
Lara	Amanda	Amanda & Paul Lara	1499 Regal Row Ste 309	Dallas	TX	75247	(214) 905-4345
Anderson	Jerry	Nellcote Solutions, LLC	5900 Balcones Drive Suite 100	Austin	TX	78731	(512) 900-9870
Elliott Bennett	Jeané	Jeané Elliott Bennett	2709 Wildflower Drive	Killeen	TX	76549	(909) 990-1124
Phillips	Kelli	Kelli Phillips	4314 Waterfall Cove	Pasadena	TX	77505	(281) 202-3871
Beamon	Bridget	Xventures LLC	7408 Clear Rapids	McKinney	TX	75071	(972) 427-4097
Farnham	John	Little Legacy, Inc.	1530 Sun City Blvd Ste 120-242	Georgetown	TX	78633	512-819-1536
Taylor	Rosalyn	Rosalyn D.Taylor & Marcus D.Taylor	2548 Playa Del Mar Dr	Little Elm	TX	75068	(281) 673-8647
Nestor	Rodger	Rodger & Janette Nestor	17702 Garnercrest Dr	Houston	TX	77095	(281) 855-4167
Moczalla	Debra	Infinity Travel Planner, LLC	5850 Four Seasons Lane	McKinney	TX	75071	(972) 886-8166
Emery	Rick	Rick Emery & Natalene Emery	403 Hogle St	Weatherford	TX	76086	(817) 550-6653

Rickey	Daniela	Rickey Travel Experience, LLC	2816 Marrickville Drive	Trophy Club	TX	76262	(682) 831-1262
Davidson	Dusty	Showtime Travel Agency LLC	630 W Canty B5	Dallas	TX	75208	(214) 227-9767
Brizendine	Sherri	Sherri S. Brizendine & Mark S. Brizendine	214 Sunrise Ridge Cove	Lakeway	TX	78738	(512) 243-7021
Jeter	Carol	Carol Jeter & James Jeter	664 Featherstone Dr	Rockwall	TX	75087	(972) 767-8705
Keplar	Melanie	Melanie Keplar	8856 Paintbrush Drive	Amarillo	TX	79119	(806) 622-8126
Blinn	Janet	Lilian Janet Blinn	4093 W Amity Rd	Salado	TX	76571	(713) 252-8912
McWhinnie	Brian	Mac's Travel LLC	3314 Jasons Way	Marion	TX	78124	(210) 870-7203
Wogomon	Tonya	Tonya Wogomon	1107 Lone Ivory Trail	Arlington	TX	76005	(817) 706-1507
Greenway	Richard	Richard T. Greenway	650 N. Leora Ln #1538	Lewisville	TX	75056	469-289-6940
Taylor	Ty	Ty Taylor & Tessa Bagnasco	2706 Barronwood Dr.	Bryan	TX	77807	(254) 644-6940
Knuckles	Michael	Michael & Jennifer Knuckles	3114 San Saba Ct	Rockwall	TX	75032	(972) 200-7240
Sanborn	Reginia	Reginia Sanborn, Kelly Owen & Austin Owen	603 Cardinal Drive	Ovilla	TX	75154	(469) 719-0255
Nelson	Jennifer	Jennifer Nelson	15943 Kings Cypress Ln	Cypress	TX	77429	(832) 925-9508
Zeldis	Joyce	Joyce Zeldis, David Trevino and Jonathan Garza	1301 Lark Ave	McAllen	TX	78504	(956) 358-2755
Mashia	Danelle	Danelle Mashia	19207 Autumn Briar Ln. Unit B	Tomball	TX	77377	(832) 225-6235
Washington	Kellie	Kellie & Robert Washington	1371 Bedstraw Ln	frisco	TX	75033	(314) 910-9426
Beck	Randy	EDGE OF THE WORLD TRAVEL, LLC	3504 Oak Island Ln	Flower Mound	TX	75028	(972) 989-5797
Manley	Barbara	Manley Travel & Associates, LLC	2211 Zoa Dr.	Cedar Park	TX	78613	(512) 766-8164
Grant	Temilade	Temilade Teresa Grant	2750 S Preston Rd Ste. 116-116	Celina	TX	75009	(972) 787-1959
Johnson	AJ	Michael A.T. Johnson & Alice K. K. Johnson	1610 White Willow Ln	Pearland	TX	77581	(870) 805-0520

Ellis	Amelia	Epic Travel by Amelia, LLC	5214 Brigantine Cay Ct	Texas City	TX	77590	(409) 292-3232
Mote	Katherine	Katherine Mote Inc	6002 Lansford Lane	Colleyville	TX	76034	(682) 223-1157
Litman-White	Jennifer	Vacation Outfitters, LLC	2204 Mattie Circle	Copperas Cove	TX	76522	(254) 577-4303
Whitley	Charrissa	Charrissa Whitley & Robert McCommas	114 Haymeadow Dr.	Crandall	TX	75114	(469) 616-9131
Gibson	Kari	Kari Gibson, Barbara Gibson & Dallas Gibson	9500 Kingsley Dr	Denton	TX	76207	(661) 360-1300
Chrappa	Kathy	Kathy Chrappa	947 Bonita	Bayou Vista	TX	77563	(832) 703-2432
Spinks	Randi	Randi Spinks & Charlie McIlhaney	5060 Dickinson Loop	Belton	TX	76513	(512) 843-1490
Clarkson	Melinda	So Much to Sea, LLC	3124 Burwood Lane	Royse City	TX	75189	(469) 874-4300
Castor	Jamie	Jamie Castor & Joe Castor	15230 Sunset Trail	Conroe	TX	77384	(936) 270-0170
Turner	Robert	Robert Lee Turner & Robyn Kate Turner	1005 St. Helena Drive	Leander	TX	78641	(512) 938-8125
Jett	Desiree	Desiree Jett	8408 Old Hickory Lane	McKinney	TX	75072	(214) 893-7342
Tomoye	Edward	Perfect Travel Time, LLC	11300 Expo Blvd Apt 1013	San Antonio	TX	78230	(817) 318-6249
Galusha	Chris	See the World Adventures, LLC	3100 Independence Parkway Suite 311-104	Plano	TX	75075	469.573.2091
Labarca	Michelle	Michelle Rodriguez-Labarca	2512 Lakepoint Drive	Keller	TX	76248	(817) 993-6200
Adams	Kendra	Kindred Getaways LLC	5420 Running Brook Ln	McKinney	TX	75071	(972) 532-0005
Earl	Rob	Robert Earl	7201 S Custer Rd #2414	McKinney	TX	75070	(972) 332-8180
Rogers	Ron	Ron Rogers & Rebecca Rogers	7217 San Saba Drive	McKinney	TX	75070	(214) 551-6200
Guajardo	Stephanie	Stephanie Guajardo & Roman Guajardo	9505 Sedalia Trail	Corpus Christi	TX	78410	(361) 437-9003
Johnson	Kyera	Kyera Johnson & Melvin Louis Parson	5619 Aldine Bender Road	Houston	TX	77032	(469) 285-2886

			Apt 275B				
Glagow	Steve	Steve Glagow	1014 Old Oyster Trail	Sugar Land	TX	77478	(512) 415-0760
Caro	Lisa	Lisa Ann Caro & Scott E. Caro	5470 Garden Cir	Granbury	TX	76049	682-260-0360
Shirley-Pack	Kenneth	Pack and Associates, LLC	10800 Lakeline Blvd, Apt 4308	Austin	TX	78717	(512) 574-3609
Striffler	Melanie	Melanie K. Striffler and Robert D. Striffler II	3406 Westmark	San Antonio	TX	78259	(210) 595-1105
Collins Pickens	C.C.	Cornelia Collins Pickens	7111 Ten Curves	Spring	TX	77379	(346) 280-9305
Herzberg	Shannon	Shannon Herzberg	11502 Kingford Ct.	Montgomery	TX	77316	(936) 236-3355
Valdez	Teresa	Teresa A. Valdez	6024 Lehman Way	Austin	TX	78747	(512) 861-5925
Garcia	Marcos	M Garcia, M DeLeon & C Villarreal	1412 Grambling Avenue	McAllen	TX	78504	(956) 929-6191
Porter	Warren	Warren Porter & Ellen Marie Porter	21457 Elk Haven Lane	Porter	TX	77365	(281) 747-7394
Raaz	Shannon	Shannon Raaz & Lisa Young	6704 Whittier Lane	Colleyville	TX	76034	(817) 523-8333
Real	Agostino	The JBN Group, Inc. dba JBN Vacations	105 Old Alton Drive	Denton	TX	76210	(469) 340-0835
Klein	Sammie	Sangchan Klein	615 San Clemente Dr	Keller	TX	76248	(817) 380-3700
Mayhew	Alan	Alan Jay Mayhew & Ann Marie Mayhew	680 Prairie Timber Rd	Burleson	TX	76028	(817) 797-7382
Donnellan	Victoria	Victoria Donnellan	723 W. University Ave. Ste. 110-324	Georgetown	TX	78626	(512) 712-5035
Wilson	Ryan	Ryan Wilson	1229 Pebblebrook Drive	McKinney	TX	75071	(469) 625-8009
Jones	Nikki	Nikki B. Jones & Tommie L. Jones	20403 Encino Ledge Box 591414	San Antonio	TX	78259	(804) 536-7065
Sypert	Kimberly	Get Out There Travel LLC	1501 Shady Creek Drive	Euless	TX	76040	(214) 684-4244
Matlock	Randy	John Matlock & Kristi Lyn Matlock	2603 Sandlewood Ct.	College Station	TX	77845	(979) 326-9300
Hargrove	Michelle	Michelle Elaine Hargrove	2611 Bens Branch Dr #2810	Kingwood	TX	77339	(832) 314-3358

Myers	Deborah	Myers Travel Holdings, LLC	3405 Braes Meadow Ct	Grand Prairie	TX	75052	(240) 686-5086
Brown	Chedra	Chedra Thynice Brown	18102 Talavera Ridge Apt 3308	San Antonio	TX	78257	(972) 589-4053
Reid	Lance	Lance E. Reid	408 Clay Rd	Big Spring	TX	79720	(432) 301-0021
McGrew	Ashlee	McGrew Creative Concepts LLC	3827 Phelan Blvd #201	Beaumont	TX	77707	(409) 210-3223
Blythe	Jennifer	Jennifer Blythe & Jonathan Blythe	39782 Center Hill Road	Hempstead	TX	77445	(979) 575-4946
Riney	Steve	John Steven Riney	11501 Lake Front Drive	Frisco	TX	75036	(469) 466-2386
Mitchell	Mathew	Mathew Mitchell & Andrea Mitchell	6903 Tin Trail	Midland	TX	79705	(432) 247-1324
Paneque	Rodolfo	Rodolfo M. Paneque	19814 Mountain Vista Drive	Cypress	TX	77433	(713) 377-6770
Bickel	Debbie	Debra Lynn, Andrew Craig & Donald C. Bickel	3076 Graham Road	San Antonio	TX	78234	(785) 414-9541
Lichtenberger	Claudia	Claudia Lichtenberger	4518 Oso Parkway	Corpus Christi	TX	78413	(361) 792-0504
Meers	Jennifer	Jennifer Meers	18906 Lookout Ridge Dr.	Cypress	TX	77433	(832) 241-8055
Briggs	Carrie	Carrie J. Briggs	3125 Honeycomb Way	Royse City	TX	75189	(469) 355-0052
Flores-Patel	Tanya	Tanya Tyann Flores-Patel & Pradipkumar Hiralal Pat	7931 Grace Court	Rosenberg	TX	77469	(281) 725-8517
Lynn	Amber	Enchanted Vacation Travel, LLC	1220G Airport Fwy #601	Bedford	TX	76022	(469) 465-5754
Ahrens	Robert	Robert Ahrens	2425 Evalon St	Beaumont	TX	77702	(409) 202-6006
Martinez	Luis	Luis Martinez	23119 Rivercane Shadow TRL	Spring	TX	77373	(832) 743-3040
Spooney	Nick	Nicholas B. Spooner	1835 Parker Road Apt. 16103	Carrollton	TX	75010	(301) 254-7785
Galvez	Rolando	Rolando Galvez	8990 Kirby Dr. Suite 220	Houston	TX	77054	713-322-5946
Rodriguez	Anthony	Anthony Rodriguez	1602 N Wilson st	Amarillo	TX	79107	(806) 591-2729
Williams	JaQuarious	Great Stays Travel LLC	11601 Audelia Road	Dallas	TX	75243	(214) 400-5975

			Apt 210				
Leal-Velez	Martha	VTrek Travel, LLC	2511 Bonnywood Ln	Dallas	TX	75233	(972) 898-0388
Greer	Tamyra	Tamyra Greer	1904 Lauren Lake Drive	League City	TX	77573	(832) 439-1519
Andres	Raina	Raina Andres & Dustin Andres	5342 Agave Spine	San Antonio	TX	78261	(210) 858-6831
Ford	Shaniqua	Shaniqua Ford	13613 Ave W	Lubbock	TX	79423	(817) 422-0461
Curtis	Daniel	Daniel Curtis & Jinhee Curtis	1612 Shadywood Lane	Flower Mound	TX	75028	(469) 403-0227
Vande Zande	Sigrid	Great Stories Travel, LLC	7823 Oak Castle Drive	Spring	TX	77389	(281) 907-8132
Stubbe	Randa	Randa Stubbe & Michael Stubbe	1617 Fence Post Drive	Haslet	TX	76052	(972) 768-3639
Matlock	Melissa	Travel With Purpose, LLC	2760 Dena Dr	San Angelo	TX	76904	(325) 277-6802
Louis	Michelle	Michelle Louis & A. Michael Louis	11812 Pecan Orchard Way	Fort Worth	TX	76179	(818) 497-7704
Stampley	Debbie	Debbie Stampley	167 Hebert St	Vidor	TX	77662	(409) 658-8967
Cooper	Anthony	Anthony A. Cooper	705 Navarro Drive Apt B	College Station	TX	77845	(954) 998-1858
Bourland	Dorothea	Brite Days, LLC	6420 Fershaw Pl	Ft Worth	TX	76116	(817) 707-3204
Holbrook	Herbert	Holbrook and Associates, LLC	25526 Veining Way	San Antonio	TX	78261	(254) 449-3332
Goll	Maria	Maria Goll & Michael Goll	173 West Kruse Avenue	Port Lavaca	TX	77979	(361) 920-2250
Hernandez	Katelyn	Hernandez Texas Holdings, Inc.	411 Susan Lane	The Woodlands	TX	77385	(832) 345-5188
Odom	Theodore	G Theodore Odom & Vicki Odom	2627 Deerwood Heights Ln	Manvel	TX	77578	(346) 253-8877
Easley	Vernon	V and E Investments LLC	6534 Yorktown Blvd Ste 104	Corpus Christi	TX	78414	(361) 460-4088
Carlton	Travis	Travis Carlton and Makell Carlton	1321 East 1500 North	Lehi	UT	84043	(801) 770-3122
Nelson	Jace	Jace T. Nelson	PO Box 2047	Salt Lake City	UT	84110	(801) 280-9954
Stotts	Rachel	Rachel Nicole and Grant Perry Stotts	182 E 1100 S	Payson	UT	84651	(801) 317-8255
Lee	Kimberly	Kimberly S. Lee	1069 River Hill Drive	Spanish Fork	UT	84660	(385) 200-1445

Peterson	Brandon	Brandon L. Peterson	3005 East Dickens Place	Salt Lake City	UT	84108	(801) 864-2233
Hawkes	Kim	Hawkes Happenings, LLC	3708 E. Blackhawk Rd	Eagle Mountain	UT	84005	(435) 994-9126
DeBeikes	Daniel	Daniel DeBeikes	8202 N Jenks Lane, Unit 1	Eagle Mountain	UT	84005	(805) 405-7282
Frazier	Kayli	Kayli L Frazier & Tyson Frazier	844 Rattler Road	Saratoga Springs	UT	84045	(801) 960-0809
Yorgason	Elsha	Just Landed Tours & Travel, LLC	5244 Burntside Avenue	South Jordan	UT	84009	(801) 980-2188
Smith	Julie	Get Away Today, Inc.	1650 E 5700 S	OGDEN	UT	84403-	(801) 317-0014
Griffin	LaTasha	Griffin Vacation Group, LLC	5495 S 4015 W #18544	Salt Lake City	UT	84129	(801) 502-1892
Bullock	Michael	Michael Joel Bullock & Amber R. Bullock	802 N 730 E	American Fork	UT	84003	(801) 830-7561
Heitkemper	Vera	Vera Heitkemper	6452 Brightwell Ct	Williamsburg	VA	23188	(757) 817-3788
Houde	Jim	James Houde	12606 Little Stones Ln	Herndon	VA	20170	(703) 437-4280
McLeod	Kathy	Katherine L McLeod	5321 Peregrine Crest	Roanoke	VA	24018	(540) 728-0607
Kauffman	Mary Anne	Kauffman Travel Team LLC	13840 Booker T Washington Hwy Suite C-1	Smith Mountain Lake	VA	24121	(540) 525-2004
Tashjian	Rick	M & R Travel Services LLC	4911 Gloxinia Court	Annandale	VA	22003	(703) 858-9933
Armiger	Sally	Armiger & Associates LLC	13511 Mountain Road	Lovettsville	VA	20180	(703) 421-8400
Smith	Trisha	Trisha Smith	924 Roll Drive	Midlothian	VA	23114	(804) 379-8737
McDaniel	Dana	Dana McDaniel & Associates, LLC	108 Cedarcrest Drive	Waynesboro	VA	22980	(540) 416-0009
Falls	Tiffany	Tiffany & Travis Falls	463 Kildare	Front Royal	VA	22630	(540) 692-6428
Shackelton	Cory	Cory Shackelton and Shellee Morris	2217 Newbern Lane	Virginia Beach	VA	23451	(757) 386-4680
Smith	Cynthia	Sandy Bottom Travel LLC	901 Glenda Cres	Chesapeake	VA	23322	(757) 746-4391
Bowers	David	David and Kelly Bowers	9803 Solitary Pl	Bristow	VA	20136	(703) 468-2219

Ferrari	Patricia	Patricia M. Ferrari	11706 Spyglass Road	Fredericksbur g	VA	22407	(540) 736- 8075
Caldwell	Amanda	Amanda Caldwell	216 Coleys Cliff	New Castle	VA	24127	(540) 864- 5785
Evans	Stacy	Stacy Evans	13211 Willow Point Dr	Fredericksbur g	VA	22408	(540) 907- 4811
Baker	Lisa	Savvy Sailings, LLC	9494 Redbud Highway	Honaker	VA	24260	(763) 273- 4288
Barnhart	Chip	John G Barnhart	1100 Gum Ave	Grottoes	VA	24441	(540) 242- 8222
Harrington	Stacey	Stacey & Keith Harrington	10414 Kings Cove Court	Spotsylvania	VA	22553	(540) 786- 6373
Cummings- Watkins	Sophia	Cummings-Watkins & Associates LLC	5868 Mapledale Plaza Ste #204	Dale City	VA	22193	571-659- 4633
Kippenhan	Jim	Destination: Anywhere!, LLC	8282 Old Ocean View Road	Norfolk	VA	23518	(757) 991- 0365
Tomaselli	Jill	Tomaselli Vacations LLC	214 Dartmoor Drive	Stephens City	VA	22655	540-931- 0665
Grady	Erica	Erica & Clarence Grady	942 Crab Apple Drive	Stafford	VA	22556	(540) 788- 2838
Sanders	Felicia	Let's Go On An Adventure, LLC	3842 Mapuche Trl	Powhatan	VA	23139	(434) 414- 2886
Theodore	Taz	Impressive Vacations LLC	1274 N. Great Neck RD	Virginia Beach	VA	23454	(757) 716- 9968
Kotzian	Michelle	Michelle Kotizan & Ben Kotzian	5937 Delong Mulroy Ln	King George	VA	22485	(540) 235- 8785
Kreiter	Stephanie	Stephanie & Brian Kreiter, LLC	31 Jefferson Dr	Palmyra	VA	22963	(434) 589- 6648
Hawkins	Jennifer	The Hawkins Group LLC	6920-B Bradlick Shopping Center Suite 658	Annadale	VA	22003	(703) 543- 9680
Tran	Anh	Premier Travel Connections LLC	23642 Chalmers Crossing Ter	Ashburn	VA	20148	(843) 277- 1119
Webb	Vivian	Vivian M. Webb	4701 Clarke St	Lynchburg	VA	24502	(434) 237- 3832
Dawson	Chris	Christopher Dawson	11119 Sithean Way	Richmond	VA	23233	(804) 801- 7493
Menezes	Michael	Michael & Anitha Menezes LLC	705 N Coalter St	Staunton	VA	24401	(540) 416- 0556

Caballero	Kristin	Kristin Caballero	1116 Justinian St SE	Leesburg	VA	20175	(571) 498-2220
Asgari	Shohreh	Shohreh Asgari	43861 Arborvitae Drive	Ashburn	VA	20147	(202) 369-1515
Knapp	Leo	Majestic Horizons LLC	270 W York St	Norfolk	VA	23510	(757) 271-8701
McKinney	Carrie	Grand Experience Travel LLC	15030 Walking Stick Way	Haymarket	VA	20169	(703) 559-VAYK
Welch	Deborah	Deborah Charlene Welch	8200 Center Path Ln Suite A	Mechanicsville	VA	23116	(804) 399-5871
Perkins	Billy	Billy Perkins & Sheryl H Perkins	917 Santmyer Drive	Leesburg	VA	20175	(703) 737-3507
Chadinha	Matthew	Doodle Vacations LLC	205 Arlington Street	Ashland	VA	23005	(804) 924-6877
Benner	Anita Roxanne	Anita R. Benner	1126 Woods Pkwy	Suffolk	VA	23434	(757) 774-5466
Fortenberry	Erich	Erich A. Fortenberry	1893 Powells Landing Circle	Woodbridge	VA	22191	(580) 574-8479
Ames	Patrice	Patrice Ames	224 Callaway Lane	Farmville	VA	23901-5300	(434) 771-2275
Roane	Vanessa	Vanessa Roane	5008 Minden Court	Virginia Beach	VA	23464	(757) 298-8310
Aquino-Valeriano	Rose	Mariposa Global LLC	1101 S. Arlington Ridge Road Suite 306	Arlington	VA	22202	(703) 351-6192
Evans	Chris	Christopher Evans & Eyvette Evans	170 Freedom Lane	Wirtz	VA	24184	(540) 309-9771
Rember	Ramona	Ramona Rember	41321 Red Hill Road	Leesburg	VA	20175	(703) 348-6330
Nunnally	Catherine	Catherine Nunnally	7037 Fire Lane	Mechanicsville	VA	23116	(804) 244-5911
Hagan	Stephen	HAGAN TRAVEL ADVENTURES LLC	1900 Crescent Park Drive	Reston	VA	20190	(703) 594-7260
Schaub	Andrew	MilaCo. LLC	20067 Camp Road	Culpeper	VA	22701	(931) 691-0463
Cumberbatch	Geisha	Geisha Cumberbatch	125 Market Street Apt 435	Manassas Park	VA	20111	(703) 389-4617
Tyler	Cynthia	Lets Pack & Go, LLC	2705 Roanoke Avenue	Portsmouth	VA	23704	(757) 797-6555

Lineberry	Susan	Susan Lynn Lineberry	4274 Variety Mill Rd	Arrington	VA	22922	(434) 263-6011
Simon	Lisa	Travels By Sea LLC	11470 Apple Manor Rd	Markham	VA	22643	(703) 743-4162
Shotwell	James	24/7 Travel and Vacations, LLC	1134 Meridian Circle Apt 103	Harrisonburg	VA	22802	(540) 212-9780
Gawne	John	John Gawne & Karen L. Gawne	5505 Livery Blvd	Virginia Beach	VA	23455	(757) 352-0646
Williams	Jo Ann	Jo Ann Bendolph Williams & Felicia Ruby Simmons	15280 Bowmans Folly Dr	Manassas	VA	20112	(703) 986-7302
Ford	Shannon	Shannon Ford	14531 Stephen Street	Nokesville	VA	20181	(703) 334-2461
Bala	Apollo	Apollo Bala & Estela Rea Bala	7340 Rolling Oak Lane	Springfield	VA	22153	(703) 839-3959
Holroyd	Robert	Robert W Holroyd	19215 SE 34th St. Suite #106-332	Camas	WA	98607	(360) 335-4699
Murray	Stephen	Stephen W Murray	1420 Noble Firs Ct SE	Lacey	WA	98503	(360) 507-8950
Real	Nancy	Nancy Real	1037 NE 65th St #80558	Seattle	WA	98115	(760) 566-6677
Beckhoff	Margaret	Margaret Beckhoff	3914 S Street	Vancouver	WA	98663	(360) 253-8501
Stimmel	Annie	Annie & Mark Stimmel	8438 Island Drive S	Seattle	WA	98118	(480) 883-6236
Irvin	Richard	Richard Irvin	17020 N Greenbluff Rd	Colbert	WA	99005	(360) 560-6780
Armstrong	Jason	Vacation ASAP, LLC	5015 S Regal St G2055	Spokane	WA	99223	(509) 720-6984
Eigner	Eva	Big Globe Travel LLC	2809 155th Street SE	Mill Creek	WA	98012	(425) 999-6800
Denny	Wendy	Pinnacle Cruise and Tour, LLC	515 102nd Ave SE #201	Bellevue	WA	98004	(425) 961-0330
Gamble	Sara	Sara & Michael Gamble	11018 59th Ave W	Mukilteo	WA	98275	(425) 312-7972
Murry	Kieran	Ignite U Travel	119 350th St. Ct. East	Roy	WA	98580	253-449-3339
Leckelt	Kelly	Bluefin Travel, LLC	578 SW Shelley Lane	Oak Harbor	WA	98277	360-682-3745
Cook	Michele	Astara Travel, L.L.C.	43321 SE 176th St	North Bend	WA	98045	(425) 363-3977

Willard	Dori	Trend Industries, LLC	5115 66th Drive NE	Marysville	WA	98270	(360) 726-3663
Bruno	Raymond	Mondo Ventures Inc dba Mondo Travel	20328 Damson Rd	Lynnwood	WA	98036	(206) 833-9452
Ogden	Rachelle	Ogden Travel LLC	8024 Chinook Way	Blaine	WA	98230	(564) 202-7555
Galluzzo	John	John Galluzzo	8519 129th Place SE	Newcastle	WA	98056	(425) 444-0289
Goodrich	Shay	Stephanie S.M. Goodrich	7706 190th Ave East	Bonney Lake	WA	98391	(585) 536-5380
Johnson	Kyle	Zebrawood, LLC	400 NW Gilman Blvd Unit 2262	ISSAQUAH	WA	98027	(425) 395-4446
Holcombe	Philip	Philip Holcombe	5711 Colby Ave	Everett	WA	98203	(206) 459-6931
Group	Keri	Keri Group	9125 W Pirates Ct	Spokane	WA	99224	(509) 279-9174
Goodman	Colby	Goodman Performance, LLC	2800 Elliott Ave, Apt 732	Seattle	WA	98121	(206) 922-2464
Adams	Jamil	Jamil Adams	1455 NW Leary Way	Seattle	WA	98107	(206) 802-5858
Smith	Michael	Michael Jennings Smith	11205 111th Street Southwest	Lakewood	WA	98498	(253) 503-7181
Olson	Cameron	Cameron Olson & Shannon Olson	605 2nd St #205	Snohomish	WA	98290	(425) 470-3547
Reuning	Jackie	Set Sail Vacations LLC	W5071 Cherrywood Crt	Sherwood	WI	54169	(920) 560-4775
Barquist	Dave	Travel Pros Group, Ilc.	W233N3044 Oakmont Ct. Unit B	Pewaukee	WI	53072	(262) 567-7300
Bader	Jr.	Bader Enterprises, LLC	103 Terri Ln	Elroy	WI	53929	(608) 462-3054
Duquaine	Michele	Michele P Duquaine	2998 Hwy CC	Slinger	WI	53086	(262) 391-3937
Olson	Debby	Olson Travel Specialists, LLC	16880 W Sundown Ct	New Berlin	WI	53151	(262) 679-1216
Brickman	Fawn	Driftless Travel LLC	18515 Lund Lane	Eastman	WI	54626	(608) 433-9199
Hendricks	Timothy	The Travel Nerds, LLC	1256 Capitol Dr. STE 700 #115	Pewaukee	WI	53072	(262) 834-8003
Morning	Mone't	Triple M Travelz LLC	494 Coulee Trl	Hudson	WI	54016	715 225-2499
Swanson	Jennifer	Willow River Travel, LLC	1104 Willow River Road North	Hudson	WI	54016	715-690-1200

Tomaneng	John	Vacation Anticipation Travels LLC	W260 Vista Dr	Oconomowoc	WI	53066	(702) 804-1062
Smith	Kim	Kim M. Smith & Randy A. Smith	101 Seybold Drive P.O. Box 250	Eden	WI	53019	(920) 212-0121
Braasch	Ken	Ken Braasch	507 Skogen Rd	Cambridge	WI	53523	(608) 516-0427
Bergesen	Karen	Karen Bergesen	1044 7th Ave	Grafton	WI	53024	(262) 348-8961
Beach	David	David Beach & Ianflor Madela	701 Forest View Dr.	Verona	WI	53593	(608) 497-0850
Stein	Laura	Travel Pack Explorers, LLC	330 Meadow Crest Trail	Cottage Grove	WI	53527	(608) 844-8480
Ripp	Kelly	Kelly Ripp	2645 20th Avenue	Monroe	WI	53566	(608) 293-2283
Oliverio	Joanie	Joanie L. & James D.Oliverio	203 Pike Street	Shinnston	WV	26431	304-844-9599
Maynard	Jennifer	Jennifer & Arnold Maynard III	840 Blake Hollow Rd	Mount Hope	WV	25880	(304) 877-9140
Daniels	Susan	Susan Daniels	1290 Forman Dr	Morgantown	WV	26508	(304) 212-4715
Sweeney	Cynthia	Sweeney Travel - Dream Vacations	781 N. Branch Hollow Road	Bruceton Mills	WV	26525	(304) 967-3529
Pacheco	Karen	Karen & William Pacheco LLC	9131 James Cole Ct	Cheyenne	WY	82009	(307) 772-1224
Casey	Sean	Sean D. Casey & Judy Samuelson	80 Magnolia Street	Casper	WY	82604	307-259-2775

Exhibit F
to the Franchise Disclosure Document

FRANCHISEE OUTLETS TERMINATED, NOT-RENEWED, ETC.

The following is a list of all franchisees whose franchise agreements were terminated, ceased operating, failed to renew, or transferred their outlets during 2021:

See next page.

¹ If you buy the franchise offered in this disclosure document, your contact information may be disclosed to other buyers when you leave the franchise system.

TRANSFERS:

Jeanne Marriott	Hot Springs Village	AR	jmarriott@dreamvacations.com	John Barrett	Chicago	IL	jbarrett@dreamvacations.com
James Washington	Houston	TX	jwashington@dreamvacations.com	Kelli Phillips	Pasadena	TX	kphillips@dreamvacations.com
Macy McDougald	Celina	TX	mmcdougald@dreamvacations.com	Julie Yevsin	Boiling Springs	SC	yyevsin@dreamvacations.com
Brooke Denman	Monroe	GA	bdenman@dreamvacations.com	Lometria Reed	St. Louis	MO	lreed@dreamvacations.com
Peter DeLuke	Calabash	NC	pdeluke@dreamvacations.com	Joshua Graves	Watertown	NY	jgraves@dreamvacations.com
Chris Hampton	Mooreville	NC	champton@dreamvacations.com	Lindsey Patrick	Lakeland	FL	lpattick@dreamvacations.com
Kristin Grimm	Travelers Rest	SC	kgrimm@dreamvacations.com	Kevin Tropeck	Zelienople	PA	ktropeck@dreamvacations.com
Diane Jankauskas	Fairfield	CA	djankauskas@dreamvacations.com	Daisy Ortiz	Aurora	CO	dortiz@dreamvacations.com
Brian Ponce	El Paso	TX	bponce@dreamvacations.com	Andela Abelard	McDonough	GA	aabelard@dreamvacations.com
Brett Groller	Irma	SC	bgtroller@dreamvacations.com	Lisa Christian	Cortland	NY	lchristain@dreamvacations.com
Kim Herring	Long Beach	CA	lherring@dreamvacations.com	Kathleen Master	Chandler	AZ	kmaster@dreamvacations.com
Myrlene Thomas	Conyers	GA	methomas@dreamvacations.com	Rachel Stotts	Payson	UT	rstotts@dreamvacations.com
Stephen Prost	Huntley	IL	sprost@dreamvacations.com	Jon McLaughlin	Algonquin	IL	jmclaughlin@dreamvacations.com
Jenny Garcia	Spring	TX	jgarcia@dreamvacations.com	Amanda Caldwell	New Castle	VA	acaldwell@dreamvacations.com

TERMINATED, LEFT THE SYSTEM:

Last Name	First Name	Legal Name	Address	City	State	Zip	Business Phone
Utley	Teresa	Teresa I. & Sherman L. Utley	2810 8th St	Tuscaloosa	AL	35401	205-333-8771
Cato	Jeff	Jeff & Ann Cato	2569 Peck Road	Pea Ridge	AR	72751	(479) 212-0001
Schwindt	Louis	CustomVacations 4U LLC	1228 E Briarwood Terrace	Phoenix	AZ	85048	(480) 471-5714
Miller	Deborah	B & D Vets Corp.	4320 Buffalo Ridge	Wickenburg	AZ	85390	623-777-3268
Brackett	Robert	Baby Duck Enterprise LLC	7500 E Deer Valley Rd Unit 154	Scottsdale	AZ	85255	602-793-9795
Peterson	Tammy	Tammy Lane Peterson	3818 E Whispering Wind Way	Flagstaff	AZ	86004	(928) 200-8686
Raxter	Newell	Newell Arthur Raxter	4603 West Boston Street	Chandler	AZ	85226	(480) 935-6525
Johnson	Cynthia	Optimal Partners, LLC	20621 N 16th Pl	Phoenix	AZ	85024	480-428-8298
Olguin	Ricky	Ricky Olguin	30305 W Leah Dr	Buckeye	AZ	85396	(602) 223-1745
Valletta	Nancy	Nancy J. Valletta, LLC	2473 S Higley Rd Suite 104-234	Gilbert	AZ	85295	(602) 312-9533

Preston	Erik	Bryant Preston & Erik Preston	2145 S Hyder Dr	Tucson	AZ	85708	(218) 340-7953
Browning	Karron	Karron Browning & Andrea Browning	4418 Ocean Lane	Elk Grove	CA	95757	(916) 896-0202
Weeks	Jimmy	James Weeks	284 Bucknell Road	Costa Mesa	CA	92626	(949) 541-8335
Choi	Yong	Yong Choi	1185 Bennett Court	Fremont	CA	94536	415-516-5224
Shimajima	Deborah	Deborah Shimajima	17723 Merridy St	Northridge	CA	91325	(818) 730-3902
Munoz	Jessica	Jessica Munoz	1008 Beacon St	Pittsburg	CA	94565	(925) 497-1829
Linsday	Nicole	Nicole Linsday	13775-A Mono Way #911	Sonora	CA	95370	(209) 591-8785
Baker	Christopher	Christopher M. Baker	7421 Mayfield Street	Corona	CA	92880	951-356-5541
Xu	Veraan	Veraan Xu	2288 Bliss Circle	Oceanside	CA	92056	(760) 585-9001
Ly	Socheath	Socheath Ly	2035 Crystal Downs Dr	Corona	CA	92883	(951) 429-3989
Meng	Aliza	Aliza Meng	1142 S. Diamond Bar Blvd. #109	Diamond Bar	CA	91765	909-693-3584
Hall	Terry	Terry Hall	8691 C Ave	Hesperia	CA	92345	760 240-4127
Zhou	Johnny	Eterna Travels Inc.	581 22nd Ave	San Francisco	CA	94121	(415) 952-0188
Rodriguez	Hugo	Book Fun Travel, LLC	82500 Hwy 111 Suite 7B	Indio	CA	92201	760-679-5079
Bryan	Christopher	Christopher Bryan	1745 Viborg Road	Solvang	CA	93463	(805) 418-5007

Martins	Tierni	Tierni Martins and Gary Martins	2317 Idaho Way	Yuba City	CA	95991	(530) 870-7909
Martin	Shelley-Anne	Shelley-Anne Wooderson Martin	424 South Ford Boulevard	Los Angeles	CA	90022	(760) 994-4983
Ekis	Charlotte	World Travel By Charly LLC	434 Vance Street	Lakewood	CO	80226	(720) 236-0503
Haddox	Stephen	Janet Evans and S Haddox	11225 Chase Ct	Westminster	CO	80020	303-997-8190
Sitter	Susan	Susan Sitter	6494 S Sycamore St	Littleton	CO	80120	(720) 484-5583
Estrada	Christina	Christina A. Estrada	17977 Lapis Court	Monument	CO	80132	(719) 430-5025
Fellmer, LS	Genie	Eugenie Fellmer	6257 South Boston Ct	Englewood	CO	80111	(303) 770-0332
Purdum	Josette	Josette Purdum & Guy Purdum	18870 Ackerman Ave	Port Charlotte	FL	33948	(727) 834-1610
Determan	Corey	D&H Ventures, LLC	269 Carriann Cove Trail W	Jacksonville	FL	32225	(904) 410-4116
Sekulov	Mike	Cocomango Travel	3193 Roosevelt St	Hollywood	FL	33021	954-839-9707
Bello-Vazquez	Aida	Aida Bello Vazquez	1501 SW 126 PL	Miami	FL	33184	305-642-8841
Calero	Susana	Susana Calero	17177 SW 43 Court	Ocala	FL	34473	(352) 454-2038
Girardo	Blanca	Blanca Girardo	3251 SW 65 Ave	Miramar	FL	33023	(954) 740-8524
Mazer	Airell	Airell Michell Mazer & Joseph Mazer	2423 Raider Ln	Navarre	FL	32566	(717) 339-7991
Vincent	Darrell	Darrell J. Vincent	7150 Plantation Road #327	Pensacola	FL	32504	(850) 637-8765
Maradiaga	Christina	CDM Waterside Vacations LLC	113 Peace River Ct	Groveland	FL	34736	(352) 366-0662

Alvarez	Eddie	Eddie Alvarez	6557 Pomeroy Circle	Orlando	FL	32810	(321) 251-5345
Bultemeier	Dell	Karen Marie Bultemeier	33809 Terragona Drive	Sorrento	FL	32776	(407) 788-3009
Bonneau	Donna	Donna Bonneau	12551 Bassbrook Lane	Tampa	FL	33626	(813) 433-0050
Ortiz	Victor	Sport & Travel Group, LLC	2423 SW 147th Ave #582	Miami	FL	33185	(305) 998-3975
Terkosky ECC, LCS	Denise	Denise Terkosky LLC	329 Chicasaw Court	St. Johns	FL	32259	(904) 230-2565
Smith	Linda	Linda & Ron Smith	6825 Bluffs Blvd	Tampa	FL	33617	(813) 980-1499
Freese	Jo	Jo Dalene Freese	2457 Buttonwood Run	The Villages	FL	32162	(352) 350-6341
Flynn	Michael	MYA Travel Associates LLC	7082 Conch Blvd	Seminole	FL	33777	727-828-6500
Thoele	Katy	Kathleen Thoele	5339 Chandler Way	Ave Maria	FL	34142	(469) 560-5299
Gomez	Marisol	Platinum Travel Group, LLC	2342 SW 13 Street	Miami	FL	33145	(305) 302-3888
Rameau	Ricard	Endless Luxury Travel Inc	4836 NW 1st Street	Plantation	FL	33317	(954) 317-0526
Sodergren	Frances	Frances & Tad Sodergren	10303 Sunrise Lakes Blvd Apt 306	Sunrise	FL	33322	954-998-3506
Amidon	Tina	Tina Amidon	1101 Powell Drive	Singer Island	FL	33404	(561) 308-2644
Laursen	Lance	Lance S. Laursen	1668 Timber Ridge Circle	Leesburg	FL	34748	(727) 307-2512

Renner	Lauren	Lauren Renner and Ron Renner	288 SE Surfside Circle	Jensen Beach	FL	34957	(772) 934-6395
Greer	Chad	Chad & Angela Greer	2020 Misty Morning Dr	Winter Haven	FL	33880	863-206-2421
Lowenthal	Anne	Lowenthal Travel, LLC	100 1st Ave North UNIT 1001	SAINT PETERSBURG	FL	33701	727-266-0730
Friedland	Nicole	NIK Consulting LLC	2164 NE 63rd CT	Ft Lauderdale	FL	33308	(954) 990-6977
Sanchez	Peter	Peter Sanchez & Yaima Sanchez	9338 SW 144th Place	Miami	FL	33186	(562) 234-7551
Goncalves	Gabriela	Gabriela Goncalves and Bruna Goncalves	5223 Pine Tree Drive	Delray Beach	FL	33484	(754) 205-0653
Henderson	Denise	Tosskey Travel, LLC	1404 Orchard Park Dr	Stone Mountain	GA	30083	(470) 509-5050
Borodko	Nickie	Nickie Borodko	72 Water Mill Trace	Ringgold	GA	30736	(865) 675-9714
Joseph	Leonice	Lele's Travels LLC	575 Hunt River Way	Suwanee	GA	30024	(336) 684-7816
Renshaw	Tiffany	Tiffany L. Renshaw	313 Long Point Circle	St. Marys	GA	31558	(912) 328-1500
Webster-Williams	Apphia	Our Destination Travels LLC	405 Trouseau Lane	McDonough	GA	30252	(770) 377-2337
Carani	Mark	Mark A. Carani & DeNita Carani	4850 Summit Hills Way	Tucker	GA	30084	(678) 799-7747
Chapman	Candace	The Chapman Crew, LLC	110 Bluffs Landing	Waverly	GA	31565	(540) 842-8206
Clark	Keisha	Keisha Renee Clark & Shareen Glaster	7396 Petal PL.	Fairburn	GA	30213	(678) 545-2343
Yeager	Bob	Robert E Yeager	114 Barber Drive	Stockbridge	GA	30281	(770) 474-4540
Mabbitt	Melody	Melody Mabbitt	1751 Madison Ave., #328	Council Bluffs	IA	51503	(712) 323-7844

Heckroth	Jeff	Heckroth & Associates	321 SW Hickory Glen	Grimes	IA	50111	(515) 259-9011
Catsaros	Paul	Paul Catsaros	1718 Capstone Dr	Nampa	ID	83686	(208) 965-2224
Porch	Barbara	Steve & Barbara Porch	537 Longview Drive	Antioch	IL	60002	847-904-3888
Condon	David	David Condon and Piangpit Anna Makmok	5343 W. Galewood Ave, Unit A	Chicago	IL	60639	(608) 216-3321
Odetunde	Abigail	Abigail Odetunde & Olawumi Odetunde	2170 S Goebbert Rd, 123	Arlington Heights	IL	60005	(224) 242-5043
Moore	Dorian	Par Potestas Enterprises, LLC	1462 W Winona St Unit 2	Chicago	IL	60640	(773) 389-1789
Mercer	Gary	Gary K Mercer	1024 Talon Ct	Greencastle	IN	46135	765-630-3134
Wilhite	Nichole	Nichole & Wesley Wilhite	4388 Frame Rd.	Newburgh	IN	47630	812-773-8747
Preston	Nancy	Preston & Associates, LLC	7516 Sand Point Apt B	Indianapolis	IN	46240	463-202-2122
Liburd	Lyndon	Lyndon & Teresa Liburd	12011 Timberfield Ct	Sellersburg	IN	47172	(812) 248-9811
Wiseman	Melissa	Melissa D. Wiseman	8126 Corktree Drive	Indianapolis	IN	46239	(317) 400-6031
Dickson	Stacey	Stacey Dickson	18801 Osborne Road	Lakeville	IN	46536	(574) 292-5525
Higgins	Scott	Scott M and Tonja Higgins	15342 S Constance St	Olathe	KS	66062	(913) 406-5083
Bonte	Nanette	Dawn Nanette Bonte	4807 Deerfield pl.	Smithfield	KY	40068	(502) 265-7069

Ryder	Bob	Robert Ryder	8091 Bayou Fountain Avenue # 304	Baton Rouge	LA	70820	615-757-3706
McCall	Ernest	Elite Travel Group, LLC	2124 Elwick Dr	Baton Rouge	LA	70816	(225) 329-7737
Roberts	John	GumboTravel Advisors	400 Poydras Street Suite 900	New Orleans	LA	70130	(504) 229-2299
Elrakabawy	Elsayed	Elsayed Magdy Elrakabawy	1328 W. Esplanade Ave Apt. K	Kenner	LA	70065	(504) 201-2656
Vining	Valerie	Trinity Travel LLC	3014 Main St.	Jeanerette	LA	70544	337-276-3085
Drinkwater	April	April K Drinkwater	25 Brookings Dr.	Kingston	MA	2364	781-291-0504
Williams	James	James Williams	81 Franklin St	Brant Rock	MA	2020	617-935-5008
McKelvie	Loni	Loni McKelvie	102 Denoncourt St.	Marlborough	MA	1752	(508) 251-0574
Keane	Terry	Terrence Joseph Keane	100 Leisure Lane Apt# 11	Stoneham	MA	2180	(781) 427-9758
Guy	Victoria	Blue Dream Investments LLC	121 N Denison St	Baltimore	MD	21229	(754) 777-0464
Tomcsik, MCC	Jessica	Bamm Enterprises	45065 Smith's Nursery Road	Hollywood	MD	20636	(301) 861-3024
Belanger	Jennifer	Belavoie LLC	24 Country Club Drive	Saco	ME	4072	(207)747-1584
Patton	Erica	Erica Patton & Lee Patton	2820 Morgan Street	Kalamazoo	MI	49001	(269) 716-1221

Lewis	Sachaka	S.L.A.Y.S. Travel LLC	22476 Boulder Ave	Eastpointe	MI	48021	(313) 450-5445
Griggs	Eva	Treasure The Moments Travel LLC	30396 Le Mans Drive	Farmington Hills	MI	48336	(313) 333-6429
Carleton	David	David A Carleton	13283 Little Rock LN	Hartland	MI	48353	(947) 570-1694
Mancil	Susan	Susan Mancil & Scot Mancil	501 Richland Circle	Richland	MS	39218	(601) 953-4478
Bragg	Bradley	Bragg Travels LLC	3644 Forsythia Trl	Clemmons	NC	27012	(336) 448-2393
Chambers	April	Chambers Travel and Tours, LLC	3823 Denmeade Drive	Charlotte	NC	28269	(980) 999-2227
Losada	Nikki	Nikki Losada	133 Tramway Circle	Angier	NC	27501	919-902-3213
Gravely	Ashley	Ashley Gravely	11720 Avaly Lane	Charlotte	NC	28277	(704) 975-5162
Johnson	Ervin	Ervin Johnson	22020 Bundy Street	Wagram	NC	28396	(910) 280-6331
Ashley	Joey	Ashley Joint Ventures, LLC	4 Long Shoal Road Suite B480	Arden	NC	28704	(828) 278-4100
Riveros	James	James Riveros & Daniela Riveros	8803 Sweetwater Place	Waxhaw	NC	28173	(704) 698-7652
Zimmel	Caroline	Caroline P Zimmel	10106 Waterbrook Lane	Charlotte	NC	28277	203-888-0723
Christensen	Karen	Karen Christensen	4012 South 83rd Street	Lincoln	NE	68506	(402) 484-5000
Gervase	Joseph	Joseph Gervase & Madeline Gervase	32 Olden Dr	Flemington	NJ	8822	(908) 452-8000
Case	Rob	Robert Case III and Michelle Lynne Case	28 Spring Hill Road	Annandale	NJ	8801	(908) 892-5050

Stavrou	Jeannette	J S Travel, LLC	7 Plymouth Drive	East Windsor	NJ	8520	(609) 658-4841
Armendariz	Luis	Luis Armendariz	309 7th Street Apt B	Fairview	NJ	7022	(516) 737-5669
Bloomquist	Jason	Jason Bloomquist	11 W Main Street	Maple Shade	NJ	8052	(856) 777-6788
Erdman	Otto	Otto T. Erdman	11605 La Cueva NE	Albuquerque	NM	87123	(505) 293-8900
Holden	Tomi	Tomi Rae Holden, Taylar Pech & Lawrence Shepherd	2475 Hiko Ave	Reno	NV	89512	(775) 800-6522
Miller	Abigail	Abigail Miller & Victoria Mata	5882 Crumbling Ridge Street	Henderson	NV	89011	(702) 879-4345
Knowles	Michelle	Michelle B. Knowles	632 Barnes Ave	Baldwin	NY	11510	(646) 844-5162
Grant	Geoff	Geoff and Kirstin Grant	131 Bonnie Brae Ct.	Granite Springs	NY	10527	(914) 785-8496
Stewart	Gracia	Gracia Stewart	17 Crooked Pine Drive	Medford	NY	11763	(718) 772-8373
Lendeborg	Brenda	Brenda Lendeborg	100 Overlook Ter. Apt. 410	New York	NY	10040	(201) 777-0165
Castiglia	Thomas	Thomas Castiglia	8217 Coconut Tree Drive	Liverpool	NY	13090	(315) 920-5253
Ghaffar	Bakhtawar	Bakhtawar Ghaffar	541 Pelham Rd Apt 7L	New Rochelle	NY	10805	(914) 563-5084
Herbert	Dawn	Dawn Herbert	4 Hopeful Lane	Gansevoort	NY	12831	(518) 361-9897
Brewer	Jill	Jill Brewer & Michael Brewer	241 Station St	Lake Placid	NY	12946	(518) 898-8079
Huckeby	Nikki	Nikki Huceby and Kathleen Huceby	634 Annarose Run	Westerville	OH	43081	(614) 639-9414
Lawson	Amanda	Amanda Lawson & Christopher Lawson	7248 Shady Hollow Ln	West Chester	OH	45069	(513) 520-1619

Burnett	Corey	Corey & Brittany Burnett	3731 Herr Rd	Sylvania	OH	43560	(419) 333-1503
Burch	Marie	William & Marie Burch	1101 Lawndale Dr.	Tallmadge	OH	44278	330-422-8334
Uehlin	LaSonya	LUV Travel Corporation	3276 Wemyss Drive	Cincinnati	OH	45251	(513) 532-9558
Murphy	Colleen	Colleen Murphy	9017 N University Ave Apt 1102	Oklahoma City	OK	73114	(303) 827-3773
Spilsbury	Alan	Al and Sharon Travel LLC	1307 SW 24th St	Moore	OK	73170	(405) 735-7812
Garbutt	Franz	Travel Smart Agents, LLC	2283 Salem-Dallas Hwy NW	Salem	OR	97304	(503) 400-5092
Vincent	Paul	Paul W. Vincent	188 North Hawthorne Drive	Altoona	PA	16602	(814) 207-1038
Hersh	Lauren	Paradise Bound Travel LLC	2826 Mountain Laurel Drive	Furlong	PA	18925	(267) 840-9230
Hilker	Maureen	Maureen & Brian Hilker	1224 Linden Vue Drive	McMurray	PA	15317	724-743-2869
Black	Sally	Vacationkids.com Inc.	1216 Greenway Lane	Kunkletown	PA	18058	610-681-7360
Dorn	Nicole	Nicole Dorn	129 South Chestnut St	Mount Carmel	PA	17851	(703) 349-1559
Morales-Adams	Nancy	Nancy Morales-Adams and Juan Adams	3308 Route 940 Suite 104-227	Mt. Pocono	PA	18344	(570) 216-1264
Angell	Daniel	Daniel Angell & Tina Angell	359 Old State Road	Gardners	PA	17324	(717) 323-0325
Hunt	Kaki	Kaki Hunt	268 Pepper Rd	Huntington Valley	PA	19006	646-262-4576

Blum	John	John Eric Blum	1636 N Cedar Crest Blvd Suite #189	Allentown	PA	18104	(610) 477-3015
Zuller	Michael	Michael Zuller	121 Fairfax Dr	Warwick	RI	2888	401.639.6476
Argenio	Jeffrey	Jeffrey Argenio & Dianne Johnson	2011 N Highway 17 Unit 2300F	Mount Pleasant	SC	29466	(843) 442-5185
Graham	Gilda	Gilda D. Graham	3340 Shipley St. Apt 5315	Ladson	SC	29456	(843) 640-3087
Kimball	Alecia	Alecia J. Kimball	229 River North Drive	North Augusta	SC	29841	(706) 504-8300
Birckhead	Hollie	Hollie Birckhead & Nathan Birckhead	822 Charming Court	Franklin	TN	37064	(615) 261-8632
Maddox	John	John Maddox	751 Greengate Rd	Kingsport	TN	37663	(423) 726-2420
Bragg	Tammy	Booksmart Strategies, LLC	110 Sanders Ferry Road Suite 3	Hendersonville	TN	37075	(615) 475-7130
McLinn	Joy	Joy McLinn	1412 Live Oak Circle	Knoxville	TN	37932	(865) 403-9211
Mitchell	Caela	Caela Mitchell & Gregory Mitchell	5348 Old Jacksonville Hwy APT 1204	Tyler	TX	75703	(903) 617-6545
Griffith	Holly	Holly Griffith & Eugene Griffith	19707 Peralta Lake Circle	Cypress	TX	77429	(713) 588-0343
Medrado	Erika	Erika Medrado Consulting LLC	2926 Oakland Drive	Sugarland	TX	77479	(206) 774-8614
Kelly	Kevin	Kevin & Kathy Kelly	1110 Slumber Pass	San Antonio	TX	78260	(830) 714-4420

Shah	Ketki	Ketki Shah	21101 KINGSLAND BLVD	KATY	TX	77450	(281) 450- 2718
Riley	Patti	Patricia Riley	3300 N Main Street #401	Belton	TX	76513	(254) 307- 1574
Davila	Daniel	Daniel Davila	6722 Empire State Drive	Corpus Christi	TX	78414	(361) 233- 0266
Fincher	Gaylen	Gaylen & Rainy Fincher	401 S Kenwood Rd	Texarkana	TX	75501	(903) 824- 7040
Pollock	Jeff	Virago Entity LLC	122 Valley Vista Dr.	Burleson	TX	76028	(817) 291- 7773
Norris	Wendy	Mitchell L. Norris & Wendy Norris	213 Ledgenest Dr	McKinney	TX	75072	(469) 625- 1730
Dhukka	Ashraf	Ashraf & Amin Dhukka	10301 Ivalenes Hope Dr	Austin	TX	78717	512-417- 9175
Karber	Mark	Magic Moment Vacations, LLC.	26502 Leafton Lane	Magnolia	TX	77354	(281) 255- 0584
Walker	Terence	Access Adventure Travel, LLC	228 Avenue F Unit 2	Denton	TX	76201	(972) 362- 5397
Ripple	Lynley	Flagship Travel Group LLC	1409 Sledge Drive	Lakeway	TX	78734	(512) 800- 8731
Dunham Jr	Kenneth	Kenneth R & Robin L Dunham	2019 S 7th St	Temple	TX	76504	(254) 239- 8500
Thomas- Florimbi	Rhonda	Park Cities Travels, LLC	25 Highland Park Village #100-355	Dallas	TX	75205	214-414- 2816
Glass	Brandy	Brandy Glass & Treasure LaFollette	2350 FM 980	Huntsville	TX	77320	(936) 594- 9019
Venette	Trudy	Trudy J. Venette	500 Days End Road	Wimberley	TX	78676	(512) 877- 0420

Jennings	Cory	Cory & Heather Jennings	1106 W Missouri Ave	Midland	TX	79701	432-242-1871
Jackson	Jasmine	Jasmine Jackson	9514 Old Quarry	San Antonio	TX	78250	(210) 858-8999
Anderson	Roxi	Rosanna Anderson	15650 Walden Rd Apt 1214 Lake Conroe	Montgomery	TX	77356	(936) 525-9752
Roel	Marlen	Marlen Roel	1953 E Goodwin Rd	Palmview	TX	78574	(956) 458-0044
Arjumandi	Anna	Anna M. Arjumandi	8210 Cabrillo Landing Court	Katy	TX	77494	832-407-6041
Glenn	Diane	DiKayda Travels, LLC	824 Kinwest Pkwy Apt #110	Irving	TX	75063	(469) 580-9862
Hill	Slate	James Slate Hill & Edna P. Hill	310 S. Orchid Drive	Texas City	TX	77591	(832) 282-2593
Blackwood	Tim	Tim Blackwood & Amyanne Wuthrich	3622 S Granite Oaks Cove	Salt Lake City	UT	84106	(801) 889-2717
Deever	Beth	Painted Sunset Travel, LLC	576 E Vine St #3B	Murray	UT	84107	(801) 278-0850
Lysaght	Coleen	JECO TRAVEL, LLC	12979 Hattontown Square	Herndon	VA	20171	(954) 773-9927
Daniel	Timothy	Elite Vacations, LLC	7125 Chestnut Church Road	Mechanicsville	VA	23116	(804) 537-2527
Khan	Insaf	Insaf Khan	6828 KITE FLYER CT	SPRINGFIELD	VA	22150-3043	(202) 656-1839
Runnels	Donna	Donna M. Runnels	3546 Ringwood Road	Nokesville	VA	20181	(703) 244-6883

Gabriel	Joyce	Joyce Gabriel	604 N York Rd	Sterling	VA	20164	(703) 850-9159
Bafile	Angela	Angela Bafile	10705 Spruce Street	Fairfax	VA	22030	571-302-8111
Saxon	Christian	Saxon Ventures LLC	1708 Prospect Dr	Chesapeake	VA	23322	(757) 600-4131
Mittelstadt	Beverly S	Beverly S Mittelstadt	9 Morningside Commons	Brattleboro	VT	5301	(802) 490-2835
Moon	Megan	Megan Moon & William P. Moon	6280 Spinnaker Ridge Lane	Clinton	WA	98236	(360) 320-6342
Troup	Mona	Mona M Troup & Cynthia L Hallock	12015 Marine Dr. #35	Marysville	WA	98271	360-454-0462
Nickels	David	TAILWINDS TRAVEL LLC	4010 NW 20th Ave	Camas	WA	98607	(360) 818-3145
Luera	Krista	Krista L. Luera & Arthur J. Knoles, II	11301 SE 10th Street Apt# 216	Vancouver	WA	98664	(360) 210-1223
Chin	Mabel	Marvel Away Travels Inc	4843 Terrace Dr NE	Seattle	WA	98105	(206) 960-8095
Radtke	Dennis	Dennis Radtke	1203 North Ave	Sheboygan	WI	53083	(920) 241-6077
Klapperich	Theresa	Theresa & Mark Klapperich	201 Fond du Lac Street	Mount Calvary	WI	53057	(920) 922-6743
Stambaugh	Marcia	Marcia N. Stambaugh	47 Globe Street	Martinsburg	WV	25404	(304) 449-6627
Oswald	Diana	Diana Oswald	904 Andrews St	Grafton	WV	26354	(304) 903-8527

Exhibit G
to the Franchise Disclosure Document

FRANCHISEE QUESTIONNAIRE

CruiseOne, Inc.

FRANCHISEE QUESTIONNAIRE

As you know, CruiseOne, Inc. ("CruiseOne") and you are preparing to enter into a Franchise Agreement for operating a CruiseOne/Dream Vacations franchised business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you, either orally or in writing, that CruiseOne has not authorized and that may be untrue, inaccurate or misleading, to help ensure that CruiseOne has complied with its franchise obligations and to ensure that your decision to purchase a CruiseOne/Dream Vacations franchise is based upon your own independent investigation and judgment. Please review each of the following questions carefully and provide an honest and complete response to each question. Once you have completed the questions, review the acknowledgments that follow and fill in the information required by acknowledgment 7. Then, if you are satisfied that the acknowledgments are correct in all respects, please sign and date this Questionnaire.

Questions

1. Have you received and personally reviewed the CruiseOne Franchise Disclosure Document, (including, but not limited to, any addenda, exhibits, and other attachments), for the state where you reside and where your franchised business will be located?

Yes _____ No _____

Franchise Agreement

Yes _____ No _____

Table of Contents – Operating Manual

Yes _____ No _____

Financial Statements

Yes _____ No _____

List of State Administrators/Agents for Service of Process

Yes _____ No _____

List of Current Franchisee Outlets

Yes _____ No _____

List of Franchisee Outlets Terminated, Not Renewed, etc.

Yes _____ No _____

Franchisee Questionnaire

Yes _____ No _____

SBA Loan Agreement

Yes _____ No _____

State Specific Disclosures

Yes _____ No _____

2. Did you receive your CruiseOne Franchise Disclosure Document at least 14 calendar days before you paid any money and before you signed any agreement to buy your franchise?

Yes _____ No _____

3. Have you received and personally reviewed your Franchise Agreement (including, but not limited to, any addenda, exhibits, and other attachments)?

Franchise Agreement

Yes _____ No _____

Grant/Franchisee Level

Yes _____ No _____

Location of the Franchised Business/Description of the Contact Location

Yes _____ No _____

Note and Guaranty

Yes _____ No _____

Designated Credit Card Account/Authorization Form

Yes _____ No _____

4. Have all blanks in the Franchise Agreement, all related agreements (including but not limited to the agreements listed above), each attachment (if any), and all inserts and changes (if any) been completed and delivered to you in final form at least 7 calendar days before you signed them?

Yes_____No_____

5. Have you discussed the benefits and risks of operating a CruiseOne/Dream Vacations franchise with an attorney, accountant or other professional advisor?

Yes_____No_____

Do you understand those risks?

Yes_____No_____

6. If you did not speak with a professional advisor as noted in Question #5 above, did you have the opportunity to do so?

Yes_____No_____

7. Do you understand that the success or failure of your franchise will depend in large upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes_____No_____

8. Has any employee or other person speaking on behalf of CruiseOne, Inc. made any written or oral statement or promise concerning the actual or projected revenues, profits or operating costs of a CruiseOne business (other than what is clearly included in your Franchise Disclosure Document or Franchise Agreement)?

Yes_____No_____

9. Has any employee or other person speaking on behalf of CruiseOne, Inc. made any written or oral statement or promise regarding the amount of money you may earn in operating your CruiseOne/Dream Vacations franchise (other than what is clearly included in your Franchise Disclosure Document or Franchise Agreement)?

Yes_____No_____

10. Has any employee or other person speaking on behalf of CruiseOne, Inc. made any written or oral statement or promise concerning the likelihood of success that you should or might expect to achieve from operating your CruiseOne/Dream Vacations franchise?

Yes_____No_____

11. Has any employee or other person speaking on behalf of CruiseOne, Inc. made any written or oral statement, promise or agreement concerning the advertising, marketing, training, support services or assistance that CruiseOne, Inc. will furnish to you that is contrary to, or different from, the information contained in your Franchise Disclosure Document or Franchise Agreement?

Yes_____No_____

Yes_____No_____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Acknowledgments

1. No employee or other person speaking on behalf of CruiseOne, Inc. made any other written or oral statement, promise or agreement relating to the financial statements or financial conditions of any of CruiseOne, Inc.'s affiliates (including any parent corporation or individual owner), which statement, promise, or agreement is contrary to, or different from, any information contained in my Franchise Disclosure Document or Franchise Agreement.
2. I have made my own independent determination that I have adequate working capital to develop, open and operate my franchise.
3. I am not relying on any promises of CruiseOne, Inc. which are not contained in my CruiseOne Franchise Agreement.
4. I understand that my investment in a CruiseOne/Dream Vacations franchise has substantial business risks and that there is no guarantee that it will be profitable.
5. I have been advised by CruiseOne, Inc. and its representatives to seek professional legal and financial advice in all matters concerning the purchase of my CruiseOne/Dream Vacations franchise.
6. I acknowledge that the success of my CruiseOne/Dream Vacations franchise depends in large part upon my ability as an independent business person and my active participation in the day to day operation of the business.
7. The name(s) of the person(s) with whom I dealt in the purchase of my CruiseOne/Dream Vacations franchise is/are_____.
8. I hereby disclaim that I have relied on the financial condition of any of CruiseOne, Inc.'s affiliates (including any parent corporation or any individual owner) except for any information pertaining to the financial condition of any of those affiliates disclosed in the Franchise Disclosure Document or Franchise Agreement.

You understand that your answers are important to us and that we will rely on them. You also understand that_____and other officers, directors, employees and representatives of CruiseOne, Inc. (and, if you have had any contact with any of CruiseOne, Inc.'s affiliates, of such affiliates) have acted in a representative and not an individual capacity in all conduct with you; and that none is personally liable for any reason. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions and acknowledgements.

Date:_____

Print Name: _____

Signature above

Schedule 1 to the Franchise Disclosure Document

STATE SPECIFIC DISCLOSURES

(Attached as required.)

CRUISEONE, INC.
CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

Registration does not constitute approval, recommendation or endorsement by the commissioner.

1. In Item 3 of the disclosure document, "Litigation," shall be amended by the addition of the following paragraphs:

Neither the franchisor nor any person in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in that association or exchange.

2. Prospective franchisees 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 a franchise agreement restricting venue to a forum outside of the State of California.
3. The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
4. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.
5. The following paragraphs are added at the end of Item 17 of the disclosure document:

A. Termination and Non-Renewal:

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

B. Post Termination Non-Competition Covenants:

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

C. Liquidated Damages Provision:

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

D. Termination upon Insolvency, Bankruptcy or Reorganization:

Where the Franchise Agreement provides for termination upon insolvency, bankruptcy or reorganization, such a provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

E. Material Modifications:

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

6. The following paragraph is added at the end of Item 19 of the disclosure document:

NOTICE REQUIRED BY THE STATE OF CALIFORNIA

The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information.

7. Our website has not been reviewed or approved by the California Department Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.
8. 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).
9. Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

CRUISEONE, INC.
CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE
STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.
2. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
3. 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.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This may not be enforceable under California law.
5. The Franchise Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
6. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

CRUISEONE, INC.
HAWAII ADDENDUM TO THE FRANCHISE AGREEMENT

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE
STATE OF HAWAII ARE HEREBY AMENDED AS FOLLOWS:**

1. No release language set forth in the Franchise Agreement shall relieve the franchisor or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

2. The Franchise Agreement is hereby supplemented with the following provision:

Hawaii Law. Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon termination or refusal to renew the franchise, Franchisee shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee's inventory, supplies, materials and furnishings purchased from the Franchisor or a supplier designated by the Franchisor, exclusive of personalized materials which have no value to the Franchisor. If the Franchisor refuses to renew a franchise for the purpose of converting the franchised business to one owned by the Franchisor, the Franchisor, in addition to the remedies provided in this paragraph, shall compensate Franchisee for the loss of goodwill. The Franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to the Franchisor.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. Section 705/1 through 705/44 the Franchise Disclosure Document for use in the State of Illinois shall be amended as follows:

The following are revisions to Item 17 of the disclosure document:

The Illinois Franchise Disclosure Act governs the franchise agreement between the parties to this franchise. The conditions under which the franchise can be terminated and the rights upon non-renewal may be affected and are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/19 through 705/20.

With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act or other applicable Illinois law.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void. However, a franchise agreement may provide for mediation in a venue outside of Illinois.

Any releases and/or waivers that we require you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

The time frame to cure defaults, excluding defaults for safety or security issues, will be 30 days.

CRUISEONE, INC.
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:

1. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of Illinois is void."
2. The conditions under which the Franchised Business may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/19 through 705/20.
3. With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act or other applicable Illinois law.
4. Nothing in Section 18 of the Franchise Agreement shall limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act.
5. Section 11 of the Franchise Agreement is amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

CRUISEONE, INC.
INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE
STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any Franchise Agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.
2. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).
3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code section 23-2-2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.
5. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.
6. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."
7. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.
8. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

9. In compliance with Indiana Code section 23-2-2.7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

Item 17 of the disclosure document shall be amended as follows:

The general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Termination upon bankruptcy may not be enforceable under Federal Bankruptcy Law, 11 U.S.C. Section 101 et seq.

CRUISEONE, INC.
MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

THE FRANCHISE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED AND INCORPORATED IS HEREBY AMENDED AS FOLLOWS:

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Despite the provisions of Section 18, the Franchisee may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Provisions in the Franchise Agreement providing for termination upon bankruptcy of the Franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101 et seq.).

THE FRANCHISEE QUESTIONNAIRE AND THE ACKNOWLEDGMENTS IS HEREBY AMENDED AS FOLLOWS:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

CRUISEONE, INC.
MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES FOUND IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

(B) A requirement that a franchisee assent to release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than 5 years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(1) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

(H) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provision of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (C).

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE ADDRESSED TO:

DEPARTMENT OF ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
670 LAW BUILDING, 525 W. OTTAWA STREET
LANSING, MICHIGAN 48913
Telephone (517) 373-7117

CRUISEONE, INC.
MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF MINNESOTA

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C. 14, subsections 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.

Notwithstanding anything to the contrary in the Franchise Agreement or Area Development Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Notwithstanding anything contained in the Franchise Agreement or Area Development Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement or Area Development Agreement.

CRUISEONE, INC.
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE
STATE OF MINNESOTA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring Franchisee to consent to liquidated damages.
2. Notwithstanding anything contained in the Franchise Agreement to the contrary, the Franchisor shall protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, symbols, and other commercial symbols belonging to the Franchisor and which the Franchisee has been permitted to use under the Franchise Agreement.
3. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80c. 14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.
4. Any reference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief, or any imputation that the Franchisee can waive any rights under any law shall, in any Franchise Agreement entered into in the State of Minnesota be deleted and replaced with the words, "may seek."
5. Notwithstanding anything to the contrary in the Franchise Agreement, pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchisor is prohibited from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
6. Minn. Rule 2860.4400J prohibits Franchisor from requiring a waiver of a jury trial.
7. With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Rule 2860.4400D which prohibits Franchisor from requiring Franchisee to assent to a general release as a requirement to renew or extend the term of the Franchise Agreement.

The undersigned agree and acknowledge that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":** You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law":**

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

CRUISEONE, INC.
NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS:

1. The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisor or upon Franchisee by the General Business Law of the State of New York, Article 33.
2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

CRUISEONE, INC.
NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein;
 - (a) Covenants not to compete upon termination or expiration of an Franchise Agreement are generally unenforceable in North Dakota, except in certain instances as provides by law.
 - (b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires a franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota. As such, each provision providing that the jurisdiction or venue is outside of North Dakota is deleted.
 - (c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
 - (d) Any provision requiring a franchisee to sign a general release upon renewal of the Franchise Agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
 - (e) Any provision in the Franchise Agreement requiring a franchisee to agree to the mediation of disputes at a location that is remote from the site of a franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the site of mediation or litigation will be agreeable to all parties and may not be remote from a franchisee's place of business.
 - (f) Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the North Dakota Franchise Investment Law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is

unfair to franchise investors to require them to waive their rights under North Dakota Law. As such, any provision in the Franchise Agreement that requires a franchisee to waive those substantive rights shall be void.

- (g) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. As such, the Franchise Agreement shall be governed by North Dakota law.
- (h) Any provision in the Franchise Agreement requiring an FRANCHISEE to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
- (i) Any provision in the Franchise Agreement or Area Development Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

CRUISEONE, INC.
NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

1. The following sentence is added to the end of Section 10:

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

2. The following sentence is added to the end of Section 13:

If any of the above provisions in this section concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

3. The following sentence is added to the end of Sections 12.7 and 13:

North Dakota law prohibits us from requiring you to consent to pay liquidated damages.

4. The following sentence is added to the end of Sections 15, 18.9, and 18.11:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to mediation outside of North Dakota, consent to jurisdiction of courts outside North Dakota, consent to the application of laws of a state other than North Dakota, or consent to a waiver of trial by jury is void.

5. The following sentence is added to the end of Section 18.10:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages is void.

6. The following sentence is added to the end of Section 10.2:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to sign a general release upon renewal or transfer of the Franchise Agreement is void.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

CRUISEONE, INC.

By:_____

Print Name:_____

Title:_____

FRANCHISEE

By:_____

Print Name:_____

Title:_____

CRUISEONE, INC.
RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in the franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

CRUISEONE, INC.
RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.
2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

1. Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.
2. Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.
3. We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.
4. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida.
5. Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.
6. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

CRUISEONE, INC.
VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

CRUISEONE, INC.
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

CRUISEONE, INC.
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT,
QUESTIONNAIRE, AND RELATED AGREEMENTS

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

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

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

CRUISEONE, INC.
WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

CRUISEONE, INC.
WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to franchisees. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

CRUISEONE, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Date Signed: _____

Schedule 2 to the Franchise Disclosure Document

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document to be registered or filed with the states, or to be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Florida	Effective
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Effective
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Schedule 3 to the Franchise Disclosure Document

RECEIPT PAGES

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 CruiseOne offers you a franchise, CruiseOne must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise 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 CruiseOne 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, the Florida Division of Consumer Affairs, Tallahassee, Florida, or the authorized state administrator listed in Exhibit D.

Franchise Seller(s): Deborah M. Fiorino, Drew Daly, Natalie Loza, William Huffhine, Milton Dunlop, Mary C. Antoine, Lynda Webster, Gary Charles Johnson, Kacee Vojdani, Shannon McElroy Joachim and Terri Maldonado @ CruiseOne, Inc., 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, (954) 958- 3700.

CruiseOne's agent in this state authorized to receive service of process is listed in Exhibit D.
Issuance date: April 1, 2022.

I received a disclosure document dated April 1, 2022, that included the following Exhibits:

- A - Franchise Agreement
- B - Table of Contents-Operations Standards Manual
- C - Financial Statements
- D - State Administrators/Agents for Service of Process
- E - List of Current Franchisee Outlets and Franchisees Signed but Not Operational as of FYE
- F - List of Franchisee Outlets Terminated, Not-Renewed, Etc.
- G - Franchisee Questionnaire Schedule 1 – State Specific Disclosures
- 2 – State Effective Dates
- 3 – Receipt Pages

Date: _____

Your name (please print): _____

Your signature: _____

You should return one copy of the signed receipt either by signing, dating, and (1) sending it electronically through AdobeSign; (2) mailing it to CruiseOne, Inc. 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955; or (3) by faxing or emailing (as an attachment) a copy of the signed receipt to Contracts at (954) 958- 3697; or egordon@wth.com. You may keep the second copy for your records.

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 CruiseOne offers you a franchise, CruiseOne must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise 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 CruiseOne 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, the Florida Division of Consumer Affairs, Tallahassee, Florida, or the authorized state administrator listed in Exhibit D.

Franchise Seller(s): Deborah M. Fiorino, Drew Daly, Natalie Loza, William Huffhine, Milton Dunlop, Mary C. Antoine, Lynda Webster, Gary Charles Johnson, Kacee Vojdani, Shannon McElroy Joachim and Terri Maldonado @ CruiseOne, Inc., 1201 W Cypress Creek Rd, Suite 100, Ft Lauderdale, FL 33309-1955, (954) 958- 3700.

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