



CRUISE PLANNERS®
YOUR CRUISE & VACATION EXPERTS

FRANCHISE DISCLOSURE DOCUMENT

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CruisePlannersFranchise.com

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CORAL SPRINGS, FL 33065

FRANCHISE DISCLOSURE DOCUMENT



CP Franchising, LLC
a Delaware limited liability company
3111 N. University Drive, Suite 800
Coral Springs, Florida 33065
(954) 344-8060
franchising@cruiseplanners.com
www.cruiseplanners.com

The franchise is for the establishment and operation of an individually owned and operated travel advisor business under the **CRUISE PLANNERS®** trade name and business system (a "**CRUISE PLANNERS®** Business").

The total investment necessary to begin operations of a **CRUISE PLANNERS®** Business ranges from \$1,945 to ~~\$20,465~~\$20,505. These totals include \$695 to ~~\$12,165~~\$12,205 that must be paid to the franchisor or its affiliates.

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 Franchise Development at CP Franchising, LLC, 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060, franchising@cruiseplanners.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 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, DC 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 ~~26~~25, ~~2024~~2025

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 C and D.
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, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Cruise Planners business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Cruise Planners franchisee?	Item 20 or Exhibits C and D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, 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 G.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/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 more to mediate or litigate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise or loss of your investment.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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

MICHIGAN NOTICE

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:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a 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: (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 sell 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 offer on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 670 Law Building, Lansing, MI 48913, (517) 373-7117

CRUISE PLANNERS®
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ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor, CP Franchising, LLC, is referred to in this disclosure document as "we," "us," or "our" as the context requires. We do business under the name **CRUISE PLANNERS®**. We refer to the person interested in buying a franchise as "you" and "your" as the context requires. "You" and "your" also includes any corporation, limited liability company, partnership, or other entity (a "business entity") formed to be the franchisee. If an entity signs the Franchise Agreement with us, the term "you" also means all of the owners of that entity (shareholders, members, partners) because all of the owners must agree to be jointly and severally bound by the Franchise Agreement.

Franchisor

We are a Delaware limited liability company formed on July 25, 2005. Our principal business address is 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. Our agent or agents for service of process are set out in Exhibit G. We have owned and operated ~~one~~ **CRUISE PLANNERS®** business of the type being franchised, in Coral Springs, Florida, since July 2005. We began offering **CRUISE PLANNERS®** franchises in July 2005. We have not offered franchises in any other line of business, and we do not engage in any other business activity.

Franchisor's Parents, Predecessors and Affiliates

Our parent, Cruise Planners Holdings, Inc. ("Holdings"), is a Florida corporation formed on December 28, 1998. Holdings was named CP Franchising, Inc. until August 8, 2005, was named MLM Franchising, Inc. from August 8, 2005 to March 13, 2013, and assumed its current name on March 13, 2013 as the result of a merger with MLM Planners, Inc. (previously named CP, Inc.). Holdings is headquartered at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. Holdings does not offer franchises in this or any other line of business, does not provide products or services to **CRUISE PLANNERS®** franchisees, does not guarantee our performance under the Franchise Agreement, and does not operate a business of the type being franchised.

We have no predecessors required to be disclosed in this Item.

Our affiliate, CP Cares, Inc. ("CP Cares"), is a Florida not-for-profit corporation formed on December 16, 2015. CP Cares is headquartered at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060. CP Cares raises funds for charitable causes, and sells promotional and branded merchandise to **CRUISE PLANNERS®** franchisees. All proceeds from the sale of the promotional and branded merchandise are donated to charitable causes. CP Cares does not offer franchises in this or any other line of business, and does not offer any other products or services to **CRUISE PLANNERS®** franchisees.

We have no other affiliates required to be disclosed in this Item.

CRUISE PLANNERS® System

We sell franchises for the operation of **CRUISE PLANNERS®** Businesses. Franchised **CRUISE PLANNERS®** Businesses have been operating since about December 1994. **CRUISE PLANNERS®** Businesses are individually owned and operated travel advisor businesses, conducted according to our current franchise agreement (the "**Franchise Agreement**"), a copy of which is attached to this disclosure document as Exhibit A. We manage the **CRUISE PLANNERS®** network of franchisees. We operate ~~one~~ **CRUISE PLANNERS®** business primarily as a way to test new technology.

Competition

There is a lot of competition in the travel business. Local independent businesses compete with our franchisees, as well as local, regional, national and international chains. The services our franchisees sell are well recognized by consumers and widely available from other sources. The market for our franchisees' services is well developed. The services are sold to individuals, as well as to businesses in the form of corporate group bookings. Selling is not seasonal, because many Travel Suppliers operate all year in various parts of the world, except that selling is seasonal for certain destinations that have seasons, where warmer seasons are generally busier. The travel business, as well as your individual business, may be affected by restrictions related to acts of God and other extraordinary circumstances, such as pandemics.

Regulations

In some states, such as California, Florida, Hawaii, ~~Iowa~~, and Washington, you may be required to comply with "Seller of Travel" registration laws which may require you to pay a fee and register or become licensed under the state's laws. In addition, other states may have regulations applicable to travel advisors and agencies requiring refunds and certain disclosures to consumers. Other than laws, rules and regulations that govern travel advisors and agencies, and businesses generally, we are not aware of any other specific regulations governing the sale of travel services. If you move to a different state during the term of your franchise, you must comply with the new state's registration or licensing requirements.

In addition to laws relating to the sale of travel, you may also be required to comply with certain federal ecommerce laws, including the TCPA and CAN-SPAM regulations. The TCPA is the Telephone Consumer Protection Act, and it regulates all marketing calls and text messages made to mobile and/or residential phones. The CAN-SPAM Act is the Controlling the Assault of Non-Solicited Pornography and Marketing Act. It regulates commercial emails, establishes requirements for commercial messages, and provides recipients the ability to opt-out of receiving emails. Some states, such as New York and California, have their own data security and privacy laws which regulate the handling of consumer personal information and require certain disclosures as well as cyber security protections. Data protection laws may vary from state to state, and may require different forms of compliance.

ITEM 2. BUSINESS EXPERIENCE

Principal Owner, President and Chief Executive Officer: Michelle Fee

Michelle Fee has been our Principal Owner and President since July 2005, and our Chief Executive Officer since November 2006.

Chief Operations Officer: Theresa Scalzitti

Theresa Scalzitti has been our Chief Operations Officer since February 2023. From February 2020 to January 2023, Ms. Scalzitti was our Chief Sales Officer. From February 2016 to February 2020, she was our Vice President of Sales and Marketing.

Chief Information Officer: Brian Shultz

Brian Shultz has been our Chief Information Officer since June 2015. Mr. Shultz was our Vice President of Information Technology from October 2011 to June 2015, and our Senior Director of Information Technology from October 2009 to October 2011.

Chief Strategy Officer: Scott Koepf

Scott Koepf has been our Chief Strategy Officer since February 2023. Mr. Koepf was our Vice President of Strategic Development since March 2018 to January 2023.

Director of Franchise Development: Dan Hicks

Dan Hicks has been our Director of Franchise Development since February 2023. He was one of our Franchise Development Managers and our Vice President of Franchise Development from May 2015 to January 2023.

Associate Vice President of Finance: Nikki Hetzel

Nikki Hetzel has been ~~our Vice President of Finance since January 2022. Ms. Hetzel was~~ our Associate Vice President of Finance since July 2023. She was ~~from December 2021 to July 2023,~~ Senior Director of Accounting and Finance from ~~December~~ July 2019 to December 2021, and our Controller from July 2018 to ~~December 2021~~ July 2019.

Senior Franchise Development Manager: Katja Rosado

Katja Rosado has been our Senior Franchise Development Manager since October 2021. Ms. Rosado was our Senior Franchise Operations Manager from February 2020 to September 2021. Ms. Rosado was our Manager of Franchise Development from October 2017 to February 2020.

Franchise Development Manager: Mark Junette

Mark Junette has been our Franchise Development Manager since May 2022. From January 2021 to April 2022, Mr. Junette served as a fulltime caregiver to his mother. ~~From January 2014 to December 2020, Mr. Junette was National Sales Director with Scenic Cruises and Tours based in Boston, Massachusetts, and held executive positions with The Travel Corporation and Collette Vacations.~~

ITEM 3. LITIGATION

Pending Matters

None

Concluded Matters

CP Franchising, LLC d/b/a Cruise Planners v. Allison Elliott, Case No. 19-cv-62911-XXXX, U.S. District Court Southern District of Florida. On November 22, 2019, CP Franchising, LLC (“CP”) filed a complaint against Allison Elliott (“Defendant”), a terminated franchisee, alleging trademark infringement under the Lanham Act (15 U.S.C. §1051 et seq.), breach of contract, and defamation. The complaint seeks injunctive relief, damages in an unspecified amount, attorneys’ fees, and costs. On January 1, 2020, Defendant then filed a counterclaim against CP, alleging breach of contract, misrepresentation, violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §501.201 et seq.), and fraud (“Counterclaim”). The Counterclaim sought damages in an unspecified amount. On June 5, 2020, the Court granted CP’s motion to dismiss the Counterclaim. On September 16, 2020, the Court denied Defendant’s motion to file an amended Counterclaim. On November 6, 2020, CP obtained a default judgment on its claims against Defendant, for trademark infringement, breach of contract and defamation. At the Court’s request, on November 20, 2020 and January 19, 2021, CP submitted documentation of its costs and attorneys’ fees to aid in the Court’s determination of CP’s damages. CP also requested the Court to enjoin

Defendant from engaging in any further defamatory actions, and to order Defendant to immediately remove any defamatory communications still existing on social media. On November 30, 2021, the Court issued a Final Default Judgment in favor of CP which enjoins the Defendant from posting defamatory statements about CP on social media and disseminating defamatory statements about CP to state, federal and local agencies, public forums, or prospective or current franchisees and customers. The Final Default Judgment also awarded CP damages totaling \$56,740.

In the Matter of CP Franchising, LLC d/b/a Cruise Planners and Michelle Fee. Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2011-0223. As a result of an inquiry initiated on April 21, 2011 into the franchise related activities of CP Franchising, LLC d/b/a Cruise Planners and Michelle Fee ("Respondents"), the Maryland Securities Commissioner ("Commissioner") concluded that grounds existed to allege that Respondents violated the registration and disclosure provisions of the Maryland Franchise Law in relation to the offer and sale of franchises in Maryland. In responding to the inquiry, Respondents disclosed that CP Franchising, LLC had sold a franchise to a Maryland resident during the time it was not registered to offer and sell franchises in Maryland. On November 15, 2011, the Commissioner and Respondents agreed to enter into a consent order in which Respondents, without admitting or denying any violations of the law, agreed to: immediately and permanently cease from the offer and sale of franchises in violation of the Maryland Franchise Law; complete CP Franchising, LLC's pending application to register its franchise offering in Maryland; and offer rescission to the franchisee in Maryland who was sold an unregistered franchise.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

ITEM 4.

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5.

INITIAL FEES

Initial Franchise Fee

You (and all other franchisees who sign the Franchise Agreement presented in this disclosure document) will, on signing the Franchise Agreement, pay us a ~~one-time~~l-time, lump sum, nonrefundable franchise fee. All franchise fees are payable and fully earned by us when you sign the Franchise Agreement. The amount of the Initial Franchise Fee varies depending upon our assessment of your experience and the amount of commissions you have earned (based on information acceptable to us provided directly by the suppliers and such other information as we deem relevant). We determine your experience level in our sole discretion.

Initial Franchise Fee	Category	Definition of Category
\$10,995	New Travel Advisor	No previous travel advisor experience.
\$6,995	Some Experience in Travel Industry ("SETI")	Applicant is currently or has recently been working for or with an Approved Travel Entity and has advanced knowledge and experience in the travel industry that we deem satisfactory and appropriate.

Initial Franchise Fee	Category	Definition of Category
\$3,995	Retail Experience in Travel Industry ("RET")	Applicant has a current International Air and Travel Agent Network ("IATAN") card or a Cruise Line International Association ("CLIA") certification, and has direct recent retail travel sales experience within the previous 18 months that we deem satisfactory and appropriate.
\$695	Seasoned Travel Advisor	Applicant has a current IATAN card or a CLIA certification, and has had at least \$100,000 of Departed Commissionable Sales during the previous 12 months or at least \$5,000 in earned commissions during the last calendar year, and other qualifications we deem suitable for a Travel Advisor with a high level of current experience.

The Initial Franchise Fee is uniform, except as described below.

From time to time, we may offer reductions in the Initial Franchise Fee based on performance, special promotions, or other criteria. Also, we may vary the amount of an Initial Franchise Fee based on the qualifications, experience level and other resources available to a particular franchisee. In ~~2023~~2024, the amounts paid to us ranged from \$0 to \$10,995.

We currently participate in the IFA's VetFran program. Currently, we offer a discount of \$4,000 for New Travel Advisors who are qualified U.S. military veterans or first responders such as police officers and firefighters. From time to time, we may increase the amount of the discount.

E&O Insurance Fee

You must purchase errors and omissions ("E&O") insurance through us ~~at the then current annual fee (currently \$180 per person per year).~~ ~~E&O Insurance.~~ E&O insurance covers liability to customers for any mistakes you might make when booking travel for them. The Initial Franchise Fee covers the ~~first year's nonrefundable annual fee for 1st year's~~ E&O insurance fee for 1 person in your franchise. On signing the Franchise Agreement, you must ~~purchase~~ pay us an E&O insurance fee of \$180 for ~~any~~ each additional person in your franchise, including any co-owner of the franchise. As such, the ~~estimated E&O costs~~ fee may ~~range from~~ be \$0 (if you do not have any ~~Associates or~~ co-owners or Associates) ~~to~~ \$180 (if you have ~~one Associate or co-owner~~); ~~however, this is not a maximum and you must pay \$180 per year for each of your~~ 1 co-owner or Associate, ~~or a higher amount if you have~~ additional co-owners or Associates (if any).

Annual Access Fee

You must pay us an annual access fee for each person ~~we~~ who will be involved in your business as an owner or Associate. We require you to register as a co-owner or Associate. ~~This fee is currently \$85 per person per year and is nonrefundable. During the term of the Franchise Agreement, we waive the annual access fee for one person in your franchise. On signing the Franchise Agreement, you must pay us the first annual access fee for any additional person, including any co-owner of the franchise. As such, the estimated initial annual access fee may range from \$0 (if you do not have any Associates or co-owners) to \$85 (if you have one Associate or co-owner); however, this is not a maximum and you must pay \$85 for each of your additional co-owners or Associates (if any).~~

The ~~annual access fee~~ offsets covers some of our costs associated with providing access to marketing, training, business development, suppliers, business tools, and other resources; creating and maintaining separate login names and passwords for ~~franchisees~~ owners and their Associates on our

proprietary web-based CRM software, our intranet, and related systems (e.g., learning systems, extranet, etc.); and providing ongoing support to franchisees.

During the term of the Franchise Agreement, we waive the annual access fee for 1 person in your franchise. On signing the Franchise Agreement, you must pay us an annual access fee of \$95 for each additional person in your franchise, including any co-owner of the franchise. As such, the fee may be \$0 (if you do not have any co-owners or Associates), \$95 (if you have 1 co-owner or Associate), or a higher amount if you have additional co-owners or Associates.

Initial Training Program Fee and Registration Fees

The Initial Franchise Fee covers ~~one~~1 person's attendance at the Initial Training Program (which is an in-person training program). For each ~~Associate or~~ additional co-owner or Associate who attends the Initial Training Program, you must pay us a training fee of \$695. In addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate ~~as part of a \$249 for an~~ associate registration fee of \$249. As such, ~~the estimated training fee and registration fees~~ may range from \$0 (if you do not have any ~~Associates or~~ co-owners or Associates) ~~to, \$695 (if you have one Associate or co-owner); however, this is not a maximum and you must pay \$695 for each of your 1 co-owner or Associate who attends the Initial Training Program), or a higher amount if you have~~ additional co-owners or Associates ~~(if any) who attend the Initial Training Program or participate in the Associate Virtual Training Program.~~

These fees are nonrefundable and uniform, except as described below. ~~We reserve the right to vary the amount of the training fees depending upon the qualifications, experience level, and other resources available to the franchisee.~~

If you are a New Travel Advisor or a SETI, we provide ~~one~~1 hotel room for your use during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the ~~one~~1 hotel room that we provide, if the hotel room rate has increased.

If you are a RET or a Seasoned Travel Advisor, you must pay for all of your hotel rooms during the Initial Training Program.

ITEM 6. OTHER FEES

(1) Type of Fee ¹ <u>Fee</u>	(2) Amount	(3) Due Date	(4) Remarks
Royalty ²	1.5% - 3% of Gross Commissionable Fares ³ <u>Fares</u> depending on the commission rates paid by Travel Suppliers ⁴ <u>Suppliers</u>	We deduct royalty fees and other amounts due us from the commissions we receive from Travel Suppliers. ³	From time to time, we offer sales incentive programs which may lower your royalty fees to as low as 0% if you achieve certain sales volume levels.

(1) Type of Fee ¹ <u>Fee</u> ¹	(2) Amount	(3) Due Date	(4) Remarks
Annual Maintenance ⁵ <u>Maintenance</u> ⁵	\$0 to \$2,000 per year ⁴ <u>year</u> ⁴ – amount varies depending on your experience level, your Departed Commissionable Revenue, ² and the number of years you have been a franchisee	On the anniversary of your franchise; the 3rd year annual maintenance fee is due upon renewal.	Amount varies based on Departed Commissionable Revenue.
Annual E&O Insurance Fee ^{6,13}	<u>Currently</u> \$180 annually per person <u>per year</u> for you, any co-owner, and each Associate	On the anniversary of your franchise	The first year's E&O insurance fee for 1 person in your franchise is included <u>in covered by</u> the Initial Franchise Fee.
Administrative Service Fee ¹³	<u>Currently</u> \$70 <u>\$80</u> per month	Monthly	This is for continuing support and access to various support resources.
Transfers ⁷	Currently \$695 - \$7,500	Payable when the transfer takes place	Transfer fee varies based on <u>your</u> sales volume of franchise and other criteria, <u>transferee's travel agency experience, and our estimated or actual costs in effecting a transfer.</u>
Returned Check	\$50 per check	When you make good on the returned check which you must do within 7 days of the notice of default	
Franchise Changes (Relocation <u>relocation</u> , legal entity, business telephone number) ¹³	Currently \$195	When we approve your relocation or change in owner's, <u>your changed</u> legal entity and when you change, <u>or your changed</u> business telephone number	One-time <u>1-time</u> waiver for changes within 90 days of Commencement of Operations
Administrative Fee to Add an Associate ¹³	Currently \$75 one-time <u>1-time</u> charge for each person you add as an Associate.	As incurred	Only charged if you add additional Associate(s)
Background Check for an Additional Owner or Associate ¹³	<u>Currently</u> \$50 one-time <u>\$60 1-time</u> charge for each additional owner or Associate	As incurred	We conduct a background check on you, your owners, and your Associates. One background check is done at our expense. The fee is only charged if you have more than one <u>1</u> owner or add additional Associate(s)
Associate and Other Training Fees ¹³	<u>Currently</u> \$100 to \$695 ⁸	Prior to training	
Training Cancellation ¹³	<u>Currently</u> \$249- <u>to</u> \$695	As incurred	

(1) Type of Fee ¹ <u>Fee</u> ¹	(2) Amount	(3) Due Date	(4) Remarks
Additional Marketing Services	Will vary depending on purchases.	As incurred	You have the option to purchase our magazines, customized marketing pieces and assets, promotional materials, and social media management services: ⁹
Indemnification	Will vary under circumstances ¹⁰	As incurred	
Costs and Attorneys' Fees	Will vary under circumstances ¹¹	As incurred	
Annual Aceess ¹² <u>Access</u> ^{12, 13}	Currently \$85 <u>\$95</u> per person per year (fee for 1 person waived)	On the anniversary of your franchise; we will invoice	We will pay out of Commissions if available; prorated refund if person leaves during the year.
Domain Name Change ¹³	<u>Currently</u> \$75, plus <u>currently</u> \$20 per year, if for as long as we are required to re-direct your domain name is re-directed.	As incurred; yearly payments will be made for so long as we re-direct the domain name.	First domain name is free.
<u>Servicing Fee</u> ¹³	<u>Currently \$50 per booking</u>	<u>As incurred, may be deducted from any amounts we owe to you, or may be invoiced to your business.</u>	<u>If you fail to service any bookings, we may charge this fee to cover administrative, operational, and other costs we incur to service the bookings.</u>

1. All fees are uniformly imposed by us, are payable to us and are nonrefundable. Periodically we may offer rebates or reductions to these fees based on minimum performance or other appropriate criteria. ~~To account for inflation and rising costs, we may increase certain fees, such as the Annual Access Fee and the Administrative Service Fee, from time to time, but no more than once in any 3 consecutive calendar year period and by no more than 15% per increase.~~

2. **"Gross Commissionable Fare"** means the total fare for a reservation sold by, at, from, through or arising out of your **CRUISE PLANNERS®** Business as quoted by a Travel Supplier before deducting commissions, markups, discounts, refunds, adjustments, credits, and allowances, and less any non-commissionable amounts such as federal or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. We will net the Royalty Fee and any other amounts due to us and remit the remainder of the commissions earned from your Departed Commissionable Revenue if you have recorded the reservation on our CRM (customer relationship management) system, after the customer's departure on his or her booking, and after we receive the commission payment in full from a Travel Supplier. We will remit payments to you on the 15th day of the month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 1st and 12th day of the same month, and on the 1st day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 13th and last day of the month. You will forfeit any commissions we have held for you for any 6-month period if you do not properly record the bookings onto our CRM system during that time. If a Travel Supplier does not provide an itemized breakdown of the commissions applicable to each portion of a bundled travel package and the commissionable revenue for each item bundled, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue. We reserve the right to change the way in which commissions are calculated at any time and without prior written notice to you.

3. **"Departed Commissionable Revenue"** means the total Gross Commissionable Fares for Travel Products and Services that have departed and for which we have received commissions from Travel Suppliers. Discounts you give to customers will reduce Departed Commissionable Revenue.

4. The royalty percentage varies based on the commission rates paid by Travel Suppliers (or markup charged by you), as follows: (a) on commission rates (or markups) of 6% or more, royalties are 3% of the Gross Commissionable Fare; (b) on commission rates of less than 6%, royalties are 1.5% of the Gross Commissionable Fare; (c) if you do not book travel using the **CRUISE PLANNERS®** CRM system, no commission will be recognized or paid; (d) if a Travel Supplier does not provide an itemized breakdown of the commissionable fare applicable to each portion of a travel package or each item of a bundled travel package, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue; and (e) if the booking is non-commissionable and you charge a markup, we reserve the right to charge you a 20% to 30% royalty on the total markup amount.

5. The annual maintenance fee is calculated as follows:

New Travel Advisors, RET, and SETI	Departed Commissionable Revenue		
	Under \$15K	\$15K or more	
Seasoned Travel Advisors	Departed Commissionable Revenue		
	Under \$75K	\$75K - \$100K	Over \$100K
	Under \$15K	\$15K or more	
Fiscal Year 3 and all subsequent renewals			

The first "Fiscal Year," as defined in the Franchise Agreement, ends on the last day of the 12th month after the Commencement of Operations. Each subsequent Fiscal Year runs for the next 12-month period thereafter. "Departed Commissionable Revenue" means commissions you derive from departed travel sales and excluding sales for which the departure date has not passed as of the end of the Fiscal Year.

6. ~~We use this fee to reimburse ourselves for~~ The E&O insurance fee (currently \$180 per person per year) covers the policy premiums we pay to the insurer for E&O insurance coverage and our related administrative costs.

7. We charge a transfer fee that is ~~reasonable to cover our technology and administrative costs associated with~~ based on your sales volume, the transferee's travel agency experience, and our estimated or

actual costs in effecting a transfer, including ~~the~~technology, administrative, approval and training ~~of the transferee costs~~. We determine the amount of the transfer fee, currently from \$695 to \$7,500, on a case-by-case basis. The fee can be as low as \$695 if the transferee has extensive travel agency experience.

8. For an Associate, the fee to attend the Initial Training Program currently is \$695. This fee does not cover hotel accommodations or airfare. In addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate for ~~a \$249~~an associate registration fee which currently is \$249. The fee to re-take the Initial Training Program currently is \$695. The fee to attend any required additional or refresher training currently is \$695. These fees do not cover hotel accommodations or airfare. ~~These fees are subject to change on written notice from us.~~

9. Some marketing services, such as social media management, and marketing and promotional materials, are supplied by third parties and not us.

10. You must reimburse us if we are held liable for claims arising from your operation of your business.

11. You are responsible for our costs and attorneys' fees if we incur them in any litigation proceeding in which we prevail or if we must obtain an injunction against you. We cannot estimate what these amounts will be as they vary due to numerous factors including the types of claims and defenses, the nature of the defenses, the length and complexity of the case, the fees charged by attorneys and experts, the venue of the dispute, and any associated costs and expenses.

12. The annual access fee offsets some of our costs associated with providing access to marketing, training, business development, suppliers, business tools, and other resources; creating and maintaining separate login names and passwords for franchisees and their Associates on our proprietary web-based CRM software, our intranet, and related systems (e.g., learning systems, extranet, etc.); and providing ongoing support to franchisees.

13. We may increase this fee to the extent that a third-party supplier increases its charges (if the fee, such as the E&O insurance fee, covers such supplier's charges), and/or our personnel compensation or benefit costs increase, and/or we determine that coverage, training, products or services not previously provided are required to be provided, but we will not increase the fee more than once in any 3-calendar-year period, and we will limit any single increase to no more than 15%.

ITEM 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (Low - High)	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹ <u>Fee</u>	\$695 - \$10,995	Lump sum	When you sign the Franchise Agreement	Us
Office Equipment, Furniture and Fixtures ² <u>Fixtures</u>	\$50 - \$2,200	As agreed	As agreed	Third Parties
Start-Up Marketing	\$500 - \$1,500	As agreed	Prior to opening	Third Parties
Administrative Service Fee – 3 Months ³ <u>Months</u>	\$0 - \$210 <u>\$240</u>	As incurred	Monthly	Us

Professional Fees ⁴ <u>Fees</u> ⁴	\$100 - \$500	As agreed	As agreed	Third Parties
E&O Insurance	\$0 - \$180	Lump sum	When you sign the Franchise Agreement	Us
Annual Access Fee ⁵ <u>Fee</u> ⁵	\$0 - \$85 <u>95</u>	Lump sum	When you sign the Franchise Agreement	Us
Initial Training Program Fees ⁶ <u>Fees</u> ⁶	\$0 - \$695	Lump sum	When you attend the initial training	Us
Initial Training Program Expenses ⁷ <u>Expenses</u> ⁷	\$100 - \$450	As incurred	As incurred	Third Parties
Licenses and Permits ⁸ <u>Permits</u> ⁸	\$150 - \$650	Lump sum on application	Prior to opening	Third Parties
Miscellaneous Opening Costs ⁹ <u>Costs</u> ⁹	\$100 - \$500	Lump sum	As incurred	Third Parties
Additional Funds – 3 Months ¹⁰ <u>Months</u> ^{10, 11, 12}	\$250 - \$2,500	Terms vary	As incurred	Third Parties
TOTAL ¹⁴ <u>TOTAL</u> ¹⁴	\$1,945- \$20,465 <u>\$20,505</u>			

Explanatory Notes:

1. Amounts payable to us are nonrefundable. Amounts payable to others may be refundable based on their policies. No estimate has been made for rent and other office equipment because most franchisees work from their homes and do not incur these costs. The first year's E&O insurance fee for 1 person in your franchise is included in the Initial Franchise Fee. (See Item 5).

2. If you do not already have these items, the office equipment you will need to purchase includes a phone system, a computer system (\$0 to \$1,700, as indicated in Item 11), and a paper shredder. You may also need to purchase typical office furniture such as a desk and a chair, if you do not already have them. The low end assumes you already have most of the equipment and furniture necessary to conduct your business, whereas the high end assumes you need to purchase most of these items. Typically, a new franchisee already owns many of these items.

3. After you commence operations, this monthly administrative service fee offsets a portion of our expenses for the support that we provide to you, which includes without limitation, business coaching, marketing support, business management programs and tools such as our CRM system, website management, and social media marketing. The monthly fee currently is ~~\$70~~80.

4. You may wish to retain an attorney and accountant to help you evaluate this franchise offering and to form a business entity. These fees can vary depending on the rates charged by the professionals you choose.

5. This estimate assumes at the low end that you do not have any ~~Associates or~~ co-owners or Associates, and at the high end that you have ~~one Associate or 1~~ co-owner or Associate.

6. This estimate assumes at the low end that you do not have any ~~Associates or~~ co-owners or Associates, and at the high end that you have ~~one Associate or 1~~ co-owner or Associate who will attend the Initial Training Program. There is no charge for ~~one~~1 owner to attend the Initial Training Program. There is a \$695 fee for each ~~Associate or~~ co-owner or Associate who attends the Initial Training Program. In

addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate for a \$249 associate registration fee.

7. This estimate assumes at the low end that you do not have any ~~Associates or~~ co-owners ~~or Associates~~, and at the high end that you have ~~one Associate or~~ 1 co-owner ~~or Associate~~ who will attend the Initial Training Program when you start with us. If you are a New Travel Advisor or a SETI, we will provide you with ~~one~~ 1 hotel room during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the ~~one~~ 1 hotel room that we provide if the hotel room rate has increased. If you are a RET or a Seasoned Travel Advisor, you must pay for all your hotel rooms during the Initial Training Program.

8. This is the estimated cost of the permits and licenses that you must have to operate your business. We strongly recommend that you consult with an attorney or accountant to determine the permits and licenses you need and to determine the best legal entity to set up for your business. In some states, you may be required to comply with "Seller of Travel" laws which may require you to pay a fee and register or become licensed under that state's laws.

9. This estimate includes other deposits, utility costs, banks/credit card companies, leased equipment suppliers, alarm, Internet, communication costs and telephone company.

10. This estimate includes payroll, debt service and miscellaneous day-to-day expenses.

11. In addition, we recommend you have enough additional funds available to cover ~~one~~ 1 year's living expenses. The amount will vary depending upon your situation and must be determined by you.

12. The estimate of additional funds is an estimate only of the funds needed for opening expenses and working capital to operate for 3 months after opening. We based this estimate on the business experience of our management personnel and our operating history. The actual amount of additional funds you will need depends on a variety of factors, including: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services provided; the number of customers serviced during the initial period; and other variable expenses. The estimate of additional funds does not include any allowance for an owner's draw or operating losses after the initial phase. You must have additional sums available, whether in cash or through credit lines, or have other assets that you may liquidate or borrow against to cover your personal living expenses and any operating losses after the initial phase of your operations.

13. You should review these figures carefully with a business advisor and develop a business plan and financial projections before making any decision to purchase a **CRUISE PLANNERS®** franchise.

ITEM 8.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Us

You must ~~obtain~~ purchase E&O insurance through us. See Items 5 and 6. In ~~2023~~ 2024, franchisees paid us

~~\$813,712~~ \$922,289 in E&O insurance fees. That amount was included in our ~~2023~~ 2024 total revenue of ~~\$60,335,900~~ \$62,781,555, as reflected on our audited financial statement, and was about ~~1.41~~ 1.5% of our ~~2023~~ 2024 total revenue.

~~Except for E&O insurance, in 2023~~[In 2024](#), franchisees purchased no equipment or supplies from us or our affiliates.

Approved Suppliers

We have the right to designate approved suppliers for products and services for your use or to be offered to customers at any time. If we do so, you may only purchase from, and/or offer the products and services offered by such suppliers. We may be the only approved supplier of certain products and services that we designate. We may also limit the number of approved suppliers with whom you may deal, and/or refuse any requests for the approval of alternative suppliers for any reason, including that we have already designated an exclusive source (which might be an affiliate), or a limited number of exclusive sources (which might be affiliates). We currently have no procedures for granting or revoking the approval of alternate suppliers.

Cruises and other Travel Products will be purchased by your customers and not by you directly. You acknowledge and agree that there may be Travel Suppliers for which we will not take bookings, for any reason we deem appropriate. Any bookings with Travel Suppliers will be at your own risk and selected through your own due diligence as to financial stability and ability to provide the services contracted.

We do not provide material benefits to you; i.e., special renewal privileges or additional franchises, based on your purchase of products or services or use of our designated or approved suppliers. There are no required or approved suppliers in which any of our officers owns an interest.

Standards and Specifications

Your **CRUISE PLANNERS®** Business must be operated in accordance with our specifications, standards, operating procedures, and rules that we prescribe from time to time. These specifications and standards may regulate, among other things: marketing materials; use and display of the marks; insurance coverage requirement; computer system hardware and CRM system requirements; acceptance of payment methods; frequent purchaser programs and payment systems; data processing and recordkeeping systems; forms, methods, format, content and frequency of reports; methods of bookings; quality and categories of products and services and performance of all necessary confirmations and follow-up service for all travel products and services that you sell; types, amounts, terms and conditions of service agreements, use agreements, contracts and other agreements between customers and approved suppliers. We may periodically modify our specifications and standards to accommodate regional or local variations as we determine. These obligations may require you to invest additional capital in your **CRUISE PLANNERS®** Business and/or incur higher operating costs. We will notify you of changes to our specifications and standards and/or the names of cruise suppliers through updates to our operating manuals, changes to our business management software or other communications. Currently, required purchases according to our specifications and standards represent about 3% to 20% of the total cost to establish your **CRUISE PLANNERS®** Business and about 11% to 24% of the total cost to operate one.

Changes to Suppliers

Other suppliers are reviewed and changed by us from time to time to ensure our current standards are being maintained. You will be informed via our intranet service regarding changes to those standards and changes in the names of approved suppliers.

Revenue We Receive from Travel Suppliers

Neither we nor our affiliates receive revenue based on your required purchases from suppliers. We may receive revenue based on your customers' purchases from Travel Suppliers, as described below. We sometimes negotiate purchase arrangements with Travel Suppliers to enable our franchisees to offer special

promotions to customers; sometimes we book large numbers of cabins in advance of customer purchases. But we do not negotiate purchasing arrangements for franchisee purchases; only for travel customers. When cruise bookings from your customers alone qualify you for bonuses or tour conductors being issued by the cruise line, you will receive the benefit of such bonuses or tour conductors. However, we retain all bonuses or tour conductors paid by the cruise line where your efforts alone did not result in the issuance of the bonus or tour conductor. We will also retain overrides, bonuses, overages, and ad allowances from Travel Suppliers when we arrange for collective bookings from all customers (regardless of the advisor) to attain certain volume levels set by Travel Suppliers. If we qualify for this bonus, it typically constitutes 1% of the fares. From time to time, Travel Suppliers pay us incentives of 1-2% of sales, if we and our franchisees meet certain volume targets on customer bookings for certain travel offerings or on an annual or seasonal basis. We use some of those funds to market the travel products and services offered by those Travel Suppliers.

Insurance and Government Fees

You must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations of the Franchise Agreement. The cost of this coverage will vary depending on insurance carriers' charges and terms of payment, and your history. Currently, we only require you to carry E&O insurance providing up to \$1,000,000 of coverage per claim, which you must purchase from us. This E&O insurance currently costs \$180 per person ~~annually~~per year. Other than for this E&O insurance, we do not currently specify policy amounts, terms, or coverage for any kind of insurance. We recommend, but do not require, that you obtain insurance to cover the risks of your business activities, like general liability and automotive liability. If you do not operate out of your home, your landlord may require similar insurance, and we may as well.

You must also check with your state and local government authorities to determine what fees, if any, are required to operate your business. You must pay those fees at your own expense.

Computer Hardware and Software

We require you to have access to computer hardware and software to access our CRM system, as well as a high-speed internet connection that meet our specifications and standards. See Item 11 for the computer hardware and software we currently require. We estimate that these items may cost \$0 to \$1,700 to open your **CRUISE PLANNERS®** Business (0% to 9% of your estimated initial investment).

Miscellaneous

There are no purchasing or distribution cooperatives currently.

In the future, we may negotiate agreements with approved suppliers, and we may receive consideration from them. We may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason for alternative suppliers, including those we have already designated an exclusive source (which might be us or an affiliate) for particular item or service or if we believe that doing so is in the best interests of the **CRUISE PLANNERS®** system.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Not applicable	11
b.	Pre-opening purchases/leases	1, 3	8
c.	Site development and other pre-opening requirements	Not applicable	11
d.	Initial and ongoing training	2	11
e.	Opening	2.3	11
f.	Fees	Preamble, 1.4, 1.6, 2.1, 2.2, 2.4, 3.8, 3.13, 5.1, 7.4, 8, 12.1, 12.2, Addendum 3 (Restricted Domain Names Agreement)	5, 6, 7
g.	Compliance with standards and policies/operating and training materials	3, 4, 5, 6, 10	11
h.	Trademarks and proprietary information	6, 9, Addendum 3 (Restricted Domain Names Agreement)	11, 13, 14
i.	Restrictions on products/services offered	4	16
j.	Warranty and customer service requirements	3	Not applicable
k.	Territorial development and sales quotas	1.2, 8.6	12
l.	Ongoing product/service purchases	2.3, 5.1	8
m.	Maintenance, appearance, and remodeling requirements	Not applicable	Not applicable
n.	Insurance	5	5, 6, 7, 8
o.	Advertising	3.2, 3.3, 7.6, 9	11
p.	Indemnification	10	13
q.	Owner's participation/management/staffing	2, 3.1, 3.6, 3.7	15
r.	Records/reports	3.2, 3.8, 3.9, 3.10, 3.12, 10, 11.1	Not applicable
s.	Inspections/audits	3.12	Not applicable
t.	Transfer	12	17
u.	Renewal	1.4	17
v.	Post-termination obligations	11.3	14, 17
w.	Non-competition covenants	7	17
x.	Dispute resolution	14.4	17
y.	Other (Owner Joinder)	14.1	1, 15

ITEM 10. FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease, or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours.

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

Except as listed below, we are not required to provide you with any assistance: (All references to FA are to the Franchise Agreement.)

Pre-Opening Obligations: Before you open your ***CRUISE PLANNERS®*** Business, we will:

1. Provide you access to our operations and training materials. (FA 2.2)
2. We make training available to you for the operation of the ***CRUISE PLANNERS®*** franchise at a training site near our principal place of business. (FA 2.1) This training is described in detail later in this Item.

Continuing Obligations: During the operation of your business, we will:

1. Provide additional training from time to time as part of our annual programs. (FA 2.2)
2. Allow you to possess and use our operating and training materials as they may exist from time to time either in written form or in some form of electronic media or both. You may not reproduce our operating and training materials in any way, shape, or form. You may not videotape or tape record our training sessions. (FA 6.2) Within 5 working days of any termination of the Franchise Agreement, you must return to us, at your expense, our operating and training materials.
3. To the best of our ability, honor the integrity of any Accounts acquired by you and will require our other ***CRUISE PLANNERS®*** franchisees to honor the integrity of your Accounts. Neither we nor our other ***CRUISE PLANNERS®*** franchisees shall knowingly solicit any Accounts that are presently being serviced by you. (FA 7.7)
4. Provide online access to our CRM system to you and your Associates for bookings and other services. (FA 3.8)
5. Fulfill and account for all Travel Products and Services booked by you on behalf of your Accounts pursuant to the procedures set forth in our operating and training materials. We are obligated only to fulfilling Travel Products and Services booked at Travel Suppliers' published prices or current price-list prices under our current payment and collection terms. We are not obligated to fulfill orders for Travel Products and Services booked at other than published prices and terms, or that have been discontinued by Travel Suppliers. All orders are subject to our acceptance. All orders may be canceled by you or your Accounts as long as the terms of cancellation indemnify us against loss. (FA 3.10)
6. Collect commissions from Travel Suppliers on all bookings and deduct the royalty fee from such commissions. The commissions (after the royalty fee deductions) are sent to you after they are received and processed at the Home Office and your clients have departed on their trips. (FA 3.9, 3.11, 8.5) All commissions received and held by us for at least 6 months are considered forfeited by you if, during that time, you do not record those bookings in our CRM system.

Advertising

We do not administer or require you to contribute to an advertising or marketing fund, do not have an advertising council, and do not require you to participate in or contribute to any local or regional advertising cooperatives.

All of your advertising not provided by us must be approved by us in writing in advance. Also, all of your marketing and advertising materials must include our current and future trademarks, service marks and trade names as the only marks in the materials, including print advertising, direct mail, internet web sites, radio, and television. You may advertise on the internet, including on social media, only in compliance with the Franchise Agreement.

You must obtain, maintain, present and/or display, as local law requires, your "seller of travel" registration numbers on all print advertising, marketing, websites, and other visible marketing mediums. You also must comply with all "seller of travel" laws and regulations, including any refund, pre-registration and renewal disclosure requirements, applicable to the sale of travel services in your locality or to any other locality where you operate.

If you reside in an area where we have other franchisees that are actively promoting and marketing their business, we may restrict you from marketing and promoting in certain marketing channels. Actively promoting and marketing means engaging in regular and ongoing monthly advertising and marketing activities.

Computer Hardware and Software

The computers we require you to use in the day-to-day operation of your ***CRUISE PLANNERS®*** franchise are not proprietary to us. Specifically, we require you and each of your owners and Associates to use the following:

- PC or Mac, preferably a laptop (for training)
- Windows 10 / Mac OSX (or more recent)
- Microsoft Office 365 /Office for Mac 365
- Adobe Acrobat Reader
- A laser or inkjet printer with color cartridge
- Reputable paid antivirus program (McAfee, Kaspersky, Avast, etc.)
- Anti-Malware program like Malwarebytes
- High-speed internet access with a minimum of 5 mbps.

You and each of your owners and Associates must have a software productivity suite (e.g., Microsoft Office, Open Office, Mac Productivity Products, or other equivalent software package) in order to manage the daily operation of your business. The CRM system you will use to collect customer and Travel Products and Services booking information is proprietary to us. We do not charge you a separate fee for your access to and use of it. You will use your PC and our CRM system to track customers and to track Travel Products and Services bookings. So long as you possess the form of computer hardware set forth above and in the Franchise Agreement and it remains functional and compatible with our CRM, you have no obligation to upgrade and update the computer system. You will also likely make general business use of the computer and business management software. We do not have independent access to your computer system. Rather, some data pertaining to your business will reside on our secure data warehouse servers.

We estimate the cost of the computer system will range from \$0 to \$1,700, depending on whether or not you already have a computer, software, and a printer. Neither we, nor our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system. Currently, there are no optional or required maintenance/upgrade contracts for the computer system.

Site Selection

You may operate your ***CRUISE PLANNERS®*** Business from any location you choose, including your home. We do not approve the site for your ***CRUISE PLANNERS®*** Business and we have not established site selection criteria.

Time to Opening

The estimated time between the signing of the Franchise Agreement and the opening of a **CRUISE PLANNERS®** franchise is 2 to 8 weeks. Variables affecting that time period include your ability to obtain financing, availability for training, time needed to purchase or install computer equipment, software, or internet services, etc. The Commencement of Operations of your **CRUISE PLANNERS®** franchise is deemed to be the 1st day of the second full month after the effective date of the Franchise Agreement. If you do not timely begin operations, we may terminate your franchise, and will not refund any portion of your money.

Training

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location*
Orientation	2.0	0	Online
Introduction to the Industry	3.0	0	Hotel or conference center near our headquarters in Coral Springs, Florida*
Product Knowledge	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Operations, Reservations and Accounting	6.0	0	Hotel or conference center near our headquarters in Coral Springs
Supplier Trade Shows	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Supplier Specific Training	5.5	0	Hotel or conference center near our headquarters in Coral Springs
Sales	4.0	0	Hotel or conference center near our headquarters in Coral Springs
Marketing	3.0	0	Hotel or conference center near our headquarters in Coral Springs
Technology and Website Program	8.0	0	Hotel or conference center near our headquarters in Coral Springs
Land Tours	2.5	0	Hotel or conference center near our headquarters in Coral Springs
Groups	2.0	0	Hotel or conference center near our headquarters in Coral Springs
Cruise Ship Inspection	4.0	0	Cruise Ship Visitation
Post STAR U Coaching, Training, and Webinars	10.0 40.0	0	Online or by phone
Total	54 84.0	0	

* The hotel or conference center generally is in Fort Lauderdale, Florida.

The persons conducting our training are as follows:

EXPERIENCE				
Name	Position with Us	In Field	With Us	Subject being Taught
Lionel Dedos	Partnership Programs Manager	35 36	8 9	Travel Insurance
Ana Parodi	VP Sales & Business Development	33 34	23	Product Knowledge
Brian Shultz	Chief Information Officer	14 15	14 15	Technology and Web Program
Debbi Dunn	Senior Events Manager	49 50	14 15	Operations
Diana Riel	Director of Operations	36 37	13 14	Operations and reservations
Laura Blanco Alisa Farber	Director, Destination Senior Sales Manager	24 34	14 9	Product Knowledge, and Sales
Michael Heim	Strategic Development Manager	13	8	Product Knowledge
Michelle Fee	Chief Executive Officer	43 44	30 31	Marketing, Sales
Nikki Hetzel	AVP Finance	15 16	67	Operations and Accounting
Phill Guerra	VP Technology	14 15	14 15	Reservations and Technology, Operations, Marketing
Scott Koepf	Chief Strategy Officer	41 42	67	Introduction to Industry Sales, Marketing, Operations
Teresa LeClair	Director, Creative	31 32	17 18	Social Media
Theresa Scalzitti	Chief Operations Officer	29 30	89	Groups and Sales

The Initial Training Program also includes product training from Travel Suppliers. The **CRUISE PLANNERS®** operating and training materials and the materials provided by our insurance and various Travel Supplier representatives will be reviewed in training. The materials used in training include workbooks, and reference and other materials, including PowerPoint presentations and handouts.

We typically conduct the Initial Training Program every other month. You must complete our mandatory Initial Training Program on or before the 2nd training session offered by us following the effective date of the Franchise Agreement. The fee to re-take the Initial Training Program currently is \$695. ~~These fees are subject to change upon written notice from us.~~ Failure to timely complete our mandatory Initial Training Program may lead to termination.

At least ~~one~~1 owner must attend the Initial Training Program. We do not limit the number of people we will train for you, except that the number is limited to the number of Associates the franchise is allowed. If you are a New Travel Advisor or a SETI, we will provide you with ~~one~~1 hotel room during the Initial Training Program, at no charge to you, except as described below. You must pay for any additional hotel rooms. If you do not attend the Initial Training Program within the first 2 training cycles after the effective date of the Franchise Agreement, we may charge you the cost difference for the ~~one~~1 hotel room that we provide, if the hotel room rate has increased. If you are a RET or a Seasoned Travel Advisor, you must pay for all your hotel rooms during the Initial Training Program.

Except as stated in the preceding paragraph, you are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your ~~co-owner(s)~~co-owners, and/or your Associates in connection with the Initial Training Program.

The Initial Franchise Fee covers ~~one~~1 person's attendance at the Initial Training Program. For each ~~Associate or~~ additional co-owner or Associate who attends the Initial Training Program, you must pay us a training fee ~~of which currently is~~ \$695. In addition, an Associate Virtual Training Program, which can be completed via our online training software, is available to an Associate ~~as part of a \$249 for an~~ associate registration fee. ~~These fees are subject to change on written notice from us.~~ which currently is \$249.

In addition to the Initial Training Program requirement, we may, in our reasonable discretion, require you, your co-owners, or your Associates to complete additional or refresher training ~~or seminars~~, and you must pay us ~~such additional a~~ training ~~or seminar fees we reasonably require~~ fee for each person (currently \$695). You are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your ~~co-owner(s)~~co-owners, or your Associates to attend any additional training.

Operating Manuals, and Other Operating and Training Materials

We will permit you to view the operating manuals, and other operating and training materials, in our facility before you sign the Franchise Agreement and purchase the business. Within 5 working days after any termination of the Franchise Agreement, you must return to us, at your expense, the operating and training materials.

ITEM 12. TERRITORY

You are granted the right to operate a **CRUISE PLANNERS®** Business at your home or an office. ~~You~~Due to the virtual nature of the travel agency business, you are not granted any territory rights or any minimum territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from an outlet we own, or from other channels of distribution or competitive brands that we control.

We may establish other franchised or Company-owned outlets that may or may not compete with your location. We and you and all other **CRUISE PLANNERS®** franchisees will honor the integrity of any Accounts acquired by others. Neither we, nor you, nor our other **CRUISE PLANNERS®** franchisees will knowingly solicit any Accounts that are presently being serviced by another **CRUISE PLANNERS®** Business. We may restrict you from marketing and promoting in certain venues that other franchisees actively market.

There is no limitation regarding customers to whom you may sell goods and services; however, if you reside in an area where we have other franchisees that are actively promoting and marketing their business, we may restrict you from marketing and promoting in certain marketing channels. Actively promoting and marketing means engaging in regular and ongoing monthly advertising and marketing activities.

We do not grant options, rights of first refusal or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire an additional franchised **CRUISE PLANNERS®** Business from us if you meet our qualifications at the time you apply. We may limit the number of **CRUISE PLANNERS®** Businesses owned by any franchise owner or its affiliates.





We currently do not operate or franchise and do not have any plans to operate or franchise businesses under different trademarks

You may only relocate your **CRUISE PLANNERS®** Business with our approval. We will approve a relocation if you are in good standing under the Franchise Agreement.

ITEM 13. TRADEMARKS

Registrations

We have registered the following trademarks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
	2,609,111	August 20, 2002
	5,240,674	July 11, 2017
	5,240,685	July 11, 2017
Cruisitude	4,873,683	December 22, 2015
	5,903,262	November 5, 2019
Cruise Planners	5,948,160	December 31, 2019

We have filed, and intend to continue to file, all required renewal applications and affidavits for these trademarks.

You must use our current and future trademarks, service marks and trade names as the only mark in all marketing and advertising including print advertising, direct mail, web sites, radio, and television in the ways we have set forth in our operating and training materials or other materials. You must not use our trademarks or trade names for any other internet, website, or social media purpose at all. No changes with respect to the reproduction of our trademarks, service marks and trade names are permitted. You shall not use our trademarks or trade names or any variation of them alongside or next to any other marks or trade names. You also must cease using any trademarks, service marks or trade names we determine to be no longer part of the **CRUISE PLANNERS®** system standards including the **CRUISE PLANNERS®** trademark. At no time, either during the term hereof or thereafter, may you use any trademark which has the word "cruise" or "planner" or any root, phonetic use, similar spelling, graphic depiction, or foreign language translation of any of the **CRUISE PLANNERS®** trademarks.

Currently there are no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or of any court. There are no

pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks. All required affidavits have been filed.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the principal trademarks in a manner material to the franchise.

You agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the **CRUISE PLANNERS®** System Standards, including the **CRUISE PLANNERS®** trademark or trade name, and agree to use any additional or substituted Marks as we may designate. If we require you to add, modify, substitute or discontinue any Mark, you will be required to bear the costs and expenses associated with any such changes, we will not be liable to you for any expenses, losses or damages sustained by you and you will have no rights to compensation or otherwise in connection with same.

We are not obligated by the terms of the Franchise Agreement or otherwise, to protect your right to use the principal trademarks. We are not obligated to protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the trademarks if the proceeding is resolved unfavorable to you. As the owner of the trademarks, generally, we will control any administrative proceedings, or litigation involving our trademarks.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where your franchise may be located.

We and our affiliates have not established and do not currently intend to establish any other franchises, company-owned outlets or other distribution channels under a different trademark offering the same or similar goods or services to those you will sell, but we may do so in the future.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but you must use the proprietary information contained in our operating and training materials. The operating and training materials and the specifics on your use of the operating and training materials are described in the Franchise Agreement. Although we have not filed an application for copyright registration, we claim copyright protection for the operating and training materials, our CRM system and other systems developed by us, other materials we give you for your use or for public dissemination, other proprietary information and publications we own or have acquired under license from a third party, and everything concerning operating procedures. All of this is our proprietary intellectual property.

Other than the following patent, there are no patents that are material to the franchise. On October 18, 2022, we filed a utility patent application (titled "Platform for Generating a Customized Travel Itinerary," Serial No. 17/968,256) for our Live Planner™ software program. Franchisees use the software program to engage customers in real-time virtual personal consultations and to generate customized travel itineraries for those customers. ~~The patent~~As of the date of this disclosure document, we were in the process of preparing a Continuation in Part application is pending for the same patent.

We claim copyright protection in the operating and training materials and advertisement and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

Currently there are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. There are no infringing uses known to us which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You must treat the operating manuals, our other operating and training materials, and any other materials that we create or approve for use in the operation of the **CRUISE PLANNERS®** Business, and the information contained in them, as confidential; and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these manuals and materials or otherwise make them available to any unauthorized person(s). Our operating manuals, and our other operating and training materials, will remain our sole property and must be kept in a secure location at your place of business.

Our electronic media version of the materials supersedes any printed version. We may revise the contents of the operating and training materials and you must comply with each new or changed standard. You must ensure that the operating and training materials are always kept current. In the event of any disputes as to the contents of the operating and training materials, the terms of the master copy maintained by us at our home office or via our Intranet will be controlling.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as is necessary for the operation of your **CRUISE PLANNERS®** Business and as we approve, you may not, during the term or at any time after the termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of the **CRUISE PLANNERS®** Business or the **CRUISE PLANNERS®** System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information knowledge or know-how including materials, equipment, marketing, electronic technology, and other data which we designate as secret or confidential will be deemed secret and confidential for purposes of the Franchise Agreement.

It is mandatory that all personnel having access to any of our Confidential Information execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you. The covenants must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants with the independent right to enforce them.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must always faithfully, honestly and diligently perform your obligations under the Franchise Agreement and continuously exert your best efforts to promote and enhance your **CRUISE PLANNERS®** Business for the full term of the Franchise Agreement. We generally offer **CRUISE PLANNERS®** franchises only to individuals. If you are or become a business entity, we may limit the number of owners and/or require that the business entity designate a primary contact. We may require all principal owners of the business entity to be individually and personally bound to the Franchise Agreement, including the confidentiality and non-compete provisions in the Franchise Agreement, by signing the Joinder at the end of the Franchise Agreement. If you are a business entity, you must furnish us with copies of all documents and contracts governing the rights, obligations and power of your owners and agents.

If you are an individual, we recommend that you personally supervise the operation of your business. Whether you are an individual or a business entity, you may employ a manager to supervise the

operation of your business who satisfactorily completes our Initial Training Program. The manager need not have an equity interest in your business, but must agree in writing to preserve the confidentiality of any confidential information which he or she has access to, and must abide by certain competitive restrictions by signing our standard form of Confidentiality Agreement (see Exhibit F), subject to state law.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the terms of the Franchise Agreement, you agree to acquire and service **CRUISE PLANNERS®** "Accounts" pursuant to the **CRUISE PLANNERS®** system standards. "Accounts" means any customers who purchase the services that **CRUISE PLANNERS®** Businesses sell, including cruise fares, airfares, tours, ground transportation arrangements, travel insurance, and all other products and services offered by cruise lines, airlines, tour operators, and other providers of travel services. While the Franchise Agreement is in effect you shall not engage, directly or indirectly, in the cruise/travel business with any of our competitors. You may not sell goods or service which we have not pre-approved in writing in advance.

You must operate your **CRUISE PLANNERS®** Business in strict conformity with the Franchise Agreement and with all of our required methods, procedures, policies, standards, and specifications, as set out in the operating and training materials, electronic media and in writing by us.

We require you to offer only those products and perform only those services that we have approved. You have to offer all products and services that we designate as required for all franchisees. You must refrain from any deviation from our standards and specifications without our prior written consent.

We reserve the right to designate additional products and services in the future, and to withdraw any of our previous approvals, on reasonable prior written notice to you. In that case, you must comply with the new requirements and bear any associated costs or expenses. We have the right to change the types of authorized products and services and there are no limits on our right to make changes.

You must comply with all agreements of third parties that pertain to your **CRUISE PLANNERS®** Business, including Travel Suppliers' restrictions and requirements.

You must operate your **CRUISE PLANNERS®** Business in strict conformity with all applicable federal, state, and local laws, ordinances, and regulations, including seller of travel regulations and data security and privacy laws. These laws, ordinances, and regulations vary from jurisdiction to jurisdiction and are amendable or may be implemented or interpreted in a different manner. It is your sole responsibility to apprise yourself of the existence and requirements of all laws, ordinances, and regulations applicable to the **CRUISE PLANNERS®** Business and to adhere to them and to the then current implementation or interpretation of them.

The system may be supplemented, improved, and otherwise modified by us. You must comply with all of our reasonable requirements in that regard.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement. You should read the provisions in the Franchise Agreement attached to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	1.3	Franchise term starts on the effective date of the Franchise Agreement (the date we sign) and continues for 3 years after the Commencement of Operations, which is deemed to be the 1 st day of the 2 nd full month following the signing of the Franchise Agreement, after which it continues on a week-to-week basis until we terminate it, unless you have chosen to renew for an additional 3-year period.
b.	Renewal or extension of the term	1.4	You may renew for additional 3-year periods.
c.	Requirements for franchisee to renew or extend	1.4	You may renew the franchise, unless you are in default of the Franchise Agreement, or either party gives 30-days' written notice in advance of its intention not to renew. Requirements: you sign our then-current franchise agreement, which may be materially different from the form attached to this disclosure document; you pay us fees you owe and renew your E&O insurance policy with us.
d.	Termination by franchisee	Not applicable	Not applicable, subject to state law
e.	Termination by franchisor without cause	Not applicable	We may only terminate the Franchise Agreement if you default or for cause as specified in the Franchise Agreement.*
f.	Termination by franchisor with cause	1.7, 11	We may terminate the Franchise Agreement when you are in material breach of its terms and do not cure the breach following notice from us as the Franchise Agreement requires.
g.	"Cause" defined – curable defaults	11	Fail to complete the Initial Training Program; fail to pay us, affiliate, or lender; failure to pay taxes; fail to accurately and timely submit data; or transfer control or assign ownership without consent
h.	"Cause" defined- non-curable defaults	1.7, 11	Material misrepresentation or omission, conviction of, plea of or plea of no contest to a felony; dishonest or unethical conduct; unauthorized disclosure or use of Confidential Information; not having Annual Departed Commissionable Revenue of at least a specified amount during any Fiscal Year; bankruptcy or appointment of a receiver, trustee, or liquidator

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/non-renewal	11.3	We control pending bookings upon termination for which you shall be paid as per the Franchise Agreement; you must return everything we provided to operate your franchise within 5 days of termination.
j.	Assignment of contract by franchisor	12.1	Fully transferable by us without notice.
k.	Transfer by franchisee	12	Includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in your franchise.
l.	Franchisor approval of transfer by franchisee	12	You may not transfer without our prior written consent.
m.	Conditions for franchisor approval of transfer	12	30-day written notice; payment of transfer fee (currently \$695 to \$7,500); payment of standard <u>then-current</u> training fees <u>fees</u> for additional trainees; transferee must execute then-current form of franchise agreement
n.	Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable
o.	Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p.	Death or disability of franchisee	12.5	The franchise may be transferred upon death or disability within 60 days of the death or disability subject to franchisor approval of transferee, payment of transfer fee, and mandatory training.
q.	Non-competition covenants during the term of the franchise	7	You may not have an interest in, be employed by, or otherwise be engaged, directly or indirectly, with any Competing Business, subject to state law.
r.	Non-competition covenants after the franchise is terminated or expires	7	You may not have an interest in, be employed by, or otherwise be engaged, directly or indirectly, in the cruise/travel business with any Competing Business within 50 miles of any CRUISE PLANNERS® Business for a period of 1 year after the termination of the Franchise Agreement, subject to state law.
s.	Modification of the Agreement	14.3	Must be in writing signed by you and us. We may unilaterally revise our operating and training materials and modify the franchise system.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	14.3	The Franchise Agreement is the entire agreement between you and us. Nothing in the Franchise Agreement or any related agreement is intended to disclaim representations made in this disclosure document. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	14.4	There is no required arbitration. Mediation must occur before litigation, subject to an exception for injunctive relief.
v.	Choice of forum	14.4	State and federal courts nearest our principal place of business, currently Coral Springs, Broward County, Florida, subject to state law*
w.	Choice of law	14.4	Florida, subject to state law*

* See the State Specific Addenda and Riders in Exhibit E.

ITEM 18.

PUBLIC FIGURES

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

ITEM 19.

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits 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 performance at a particular location or under particular circumstances.

We do not make any financial performance representations. 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 Michelle Fee at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, legal@cruiseplanners.com or (954) 344-8060, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years ~~2021~~2022 to ~~2023~~2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	2654	2655	+1
<u>Franchised</u>	2022	2655	2594	-61
	2023	2594	2796	+202
Company-Owned	2021 2024	+2796	+3008	0 +212
<u>Company-Owned</u>	2022	1	1	0
	2023	1	1	0
Total Outlets	2021 2024	2655 1	2656 1	+10
<u>Total Outlets</u>	2022	2656	2595	-61
	2023	2595	2797	+202
	2024	2797	3009	+212

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Number of Transfers
Colorado	2021 2022	0
	2023	1
	2022 2024	0
<u>Indiana</u>	2023 2022	1
Indiana	2021 2023	0
	2024	0
<u>Maine</u>	2022	+0
	2023	0 1
Maine	2021 2024	0
<u>New Jersey</u>	2022	0
	2023	+0
South Carolina	2021 2024	0 1
<u>South Carolina</u>	2022	1
	2023	0
Texas	2021 2024	0
<u>Texas</u>	2022	1
	2023	0
Utah	2021 2024	0
<u>Utah</u>	2022	0
	2023	1
Total	2021 2024	0
<u>Total</u>	2022	3
	2023	3
	2024	1

Table No. 3
Status of Franchised Outlets For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations Terminations	Non-Renewals Non-Renewals	Reacquired by Franchisor	Ceased Operations For for Other Reasons	Outlets at End of the Year
Alabama	2021	29	3	1	2	0	0	29
<u>Alabama</u>	2022	29	3	2	2	0	0	28
	2023	28	12	1	0	0	0	39
Alaska	2021 20 24	33 9	0 8	0 1	0	0	0 1	34 5
<u>Alaska</u>	2022	3	0	0	0	0	1	2
	2023	2	2	0	0	0	0	4
Arizona	2021 20 24	64 4	12 1	6 0	4 0	0	2 1	64 4
<u>Arizona</u>	2022	64	10	9	4	0	2	59
	2023	59	16	2	1	0	1	71
Arkansas	2021 20 24	12 7 1	5 1	1 3	0	0	0	16 7 9
<u>Arkansas</u>	2022	16	1	0	0	0	1	16
	2023	16	2	0	0	0	0	18
California	2021 20 24	221 18	31 2	8 0	16 1	0	9 0	219 19
<u>California</u>	2022	219	18	15	8	0	6	208
	2023	208	34	15	13	0	3	211
Colorado	2021 20 24	73 2 11	11 2 9	4 1 0	3 2	0	3	74 2 25
<u>Colorado</u>	2022	74	8	12	2	0	2	66
	2023	66	14	10	0	0	1	69
Connecticut	2021 20 24	28 6 9	1 1 0	1 3	1	0	2 0	25 7 5
<u>Connecticut</u>	2022	25	1	0	4	0	0	22
	2023	22	1	0	0	0	1	22
Delaware	2021 20 24	11 2 2	1 4	0 1	0	0	0 1	12 2 4
<u>Delaware</u>	2022	12	1	2	0	0	0	11
	2023	11	0	0	0	0	0	11
Dist. of Columbia	2021 20 24	0 1 1	1 2	0	0	0	0	1 1 3
<u>Dist. of Columbia</u>	2022	1	1	0	0	0	0	2
	2023	2	2	0	0	0	0	4
Florida	2021 20 24	60 5 4	61 1	37 1	27 0	0	5 0	59 7 4
<u>Florida</u>	2022	597	85	49	19	0	9	605

	2023	605	111	29	13	0	7	667
Georgia	2021 <u>20</u> <u>24</u>	115 <u>66</u> <u>7</u>	20 <u>109</u>	5 <u>25</u>	3 <u>9</u>	0	2 <u>5</u>	125 <u>73</u> <u>7</u>
<u>Georgia</u>	2022	125	17	6	4	0	3	129
	2023	129	22	8	5	0	1	137
Hawaii	2021 <u>20</u> <u>24</u>	71 <u>37</u>	0 <u>22</u>	1 <u>6</u>	3 <u>0</u>	0	0 <u>2</u>	31 <u>51</u>
<u>Hawaii</u>	2022	3	2	0	0	0	0	5
	2023	5	2	0	0	0	0	7
Idaho	2021 <u>20</u> <u>24</u>	11 <u>7</u>	1 <u>0</u>	1	1 <u>0</u>	0	1	9 <u>5</u>
<u>Idaho</u>	2022	9	4	1	0	0	0	12
	2023	12	4	1	0	0	0	15
Illinois	2021 <u>20</u> <u>24</u>	63 <u>15</u>	2	3 <u>1</u>	2 <u>0</u>	0	1 <u>0</u>	59 <u>16</u>
<u>Illinois</u>	2022	59	6	7	4	0	2	52
	2023	52	10	3	1	0	1	57
Indiana	2021 <u>20</u> <u>24</u>	38 <u>57</u>	7 <u>9</u>	3	0 <u>2</u>	0	1 <u>2</u>	41 <u>59</u>
<u>Indiana</u>	2022	41	1	3	1	0	0	38
	2023	38	7	6	0	0	0	39
Iowa	2021 <u>20</u> <u>24</u>	5 <u>39</u>	2 <u>6</u>	1 <u>4</u>	0	0	0	6 <u>41</u>
<u>Iowa</u>	2022	6	2	0	0	0	1	7
	2023	7	5	1	1	0	0	10
Kansas	2021 <u>20</u> <u>24</u>	11 <u>10</u>	4 <u>0</u>	1	0	0	0 <u>1</u>	14 <u>8</u>
<u>Kansas</u>	2022	14	1	2	1	0	1	11
	2023	11	0	0	0	0	1	10
Kentucky	2021 <u>20</u> <u>24</u>	20 <u>10</u>	1 <u>3</u>	2 <u>0</u>	1 <u>2</u>	0	0	18 <u>11</u>
<u>Kentucky</u>	2022	18	2	3	0	0	0	17
	2023	17	1	0	2	0	0	16
Louisiana	2021 <u>20</u> <u>24</u>	25 <u>16</u>	6 <u>3</u>	1	2 <u>0</u>	0	1 <u>0</u>	27 <u>18</u>
<u>Louisiana</u>	2022	27	3	1	3	0	0	26
	2023	26	0	1	0	0	0	25
Maine	2021 <u>20</u> <u>24</u>	4 <u>25</u>	1 <u>2</u>	0 <u>1</u>	0 <u>1</u>	0	0 <u>1</u>	5 <u>24</u>
<u>Maine</u>	2022	5	0	0	1	0	0	4
	2023	4	0	1	0	0	1	2
Maryland	2021 <u>20</u> <u>24</u>	51 <u>2</u>	4 <u>2</u>	4 <u>0</u>	4 <u>0</u>	0	0	47 <u>4</u>
<u>Maryland</u>	2022	47	5	4	3	0	1	44
	2023	44	8	1	3	0	1	47
Massachusetts	2021 <u>20</u> <u>24</u>	36 <u>47</u>	5 <u>7</u>	2	2 <u>0</u>	0	0	37 <u>52</u>
	2022	37	3	6	0	0	0	34

Massachusetts	2023	34	8	1	0	0	2	39
Michigan	2021 2024	42 39	6 2	20	32	0	0	43 39
Michigan	2022	43	5	2	2	0	0	44
	2023	44	4	2	1	0	1	44
Minnesota	2021 2024	22 44	5 7	0 5	1	0	0 1	26 44
Minnesota	2022	26	6	2	0	0	0	30
	2023	30	5	2	2	0	1	30
Mississippi	2021 2024	9 30	0 5	1 2	0	0	0 1	8 32
Mississippi	2022	8	0	2	1	0	0	5
	2023	5	4	0	0	0	0	9
Missouri	2021 2024	3 59	8 4	5 0	3 0	0	1	34 12
Missouri	2022	34	10	6	0	0	0	38
	2023	38	11	0	3	0	1	45
Montana	2021 2024	44 5	1 9	0 3	1 0	0	0 1	4 50
Montana	2022	4	0	0	0	0	0	4
	2023	4	4	1	0	0	1	6
Nebraska	2021 2024	10 6	2	0	2 0	0	1 0	9 8
Nebraska	2022	9	0	1	0	0	1	7
	2023	7	2	1	0	0	0	8
Nevada	2021 2024	30 8	9 2	2 1	3 0	0	2 0	32 9
Nevada	2022	32	2	1	1	0	3	29
	2023	29	6	2	0	0	2	31
New Hampshire	2021 2024	15 31	3 8	0	1 0	0	0 1	17 38
New Hampshire	2022	17	0	1	0	0	0	16
	2023	16	0	2	0	0	1	13
New Jersey	2021 2024	99 13	1 21	7 3	3 0	0	4 0	97 11
New Jersey	2022	97	8	8	2	0	2	93
	2023	93	15	4	3	0	1	100
New Mexico	2021 2024	5 100	0 9	0 7	1 4	0	1 4	3 94
New Mexico	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
New York	2021 2024	128 4	1 1	8 1	5 0	0	3 0	123 4
New York	2022	123	13	10	2	0	4	120
	2023	120	10	3	3	0	1	123
North Carolina	2021 2024	82 123	8 13	9 2	4 2	0	5	72 127
	2022	72	9	5	2	0	6	68

North Carolina	2023	68	20	3	1	0	2	82
North Dakota	2021 2024	82 +82	23 +23	08 08	02 02	0	02 02	293 293
North Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Ohio	2021 2024	49 49	60 60	30 30	20 20	0	0	502 502
Ohio	2022	50	4	3	2	0	0	49
	2023	49	12	4	1	0	0	56
Oklahoma	2021 2024	11 11	56 56	26 26	12 12	0	01 01	1157 1157
Oklahoma	2022	11	3	0	0	0	0	14
	2023	14	6	1	1	0	0	18
Oregon	2021 2024	21 21	18 18	34 34	21 21	0	0	2021 2021
Oregon	2022	20	3	2	0	0	2	19
	2023	19	2	2	1	0	0	18
Pennsylvania	2021 2024	76 76	18 18	103 103	2	30 30	0	31 31
Pennsylvania	2022	78	7	3	4	0	3	75
	2023	75	8	6	1	0	2	74
Rhode Island	2021 2024	67 67	12 12	03 03	01 01	0	0	682 682
Rhode Island	2022	6	2	2	1	0	0	5
	2023	5	0	0	0	0	0	5
South Carolina	2021 2024	50 50	10 10	20 20	20 20	0	0	575 575
South Carolina	2022	57	4	1	3	0	1	56
	2023	56	12	2	0	0	0	66
South Dakota	2021 2024	36 36	09 09	13 13	04 04	0	0	268 268
South Dakota	2022	2	3	0	0	0	3	2
	2023	2	0	0	0	0	0	2
Tennessee	2021 2024	37 37	91 91	30 30	40 40	0	0	393 393
Tennessee	2022	39	7	2	0	0	1	43
	2023	43	7	1	1	0	1	47
Texas	2021 2024	312 312	47 47	329 329	124 124	0	62 62	309 309
Texas	2022	309	27	30	9	0	7	290
	2023	290	39	14	8	0	4	303
Utah	2021 2024	26 26	303 303	438 438	310 310	0	16 16	263 263
Utah	2022	26	1	4	0	0	0	23
	2023	23	2	2	0	0	4	19
Vermont	2021 2024	21 21	19 19	07 07	14 14	0	0	122 122
Vermont	2022	1	0	1	0	0	0	0

	2023	0	1	0	0	0	0	1
Virginia	2021 <u>20</u> <u>24</u>	85 <u>1</u>	7 <u>1</u>	3 <u>0</u>	4 <u>0</u>	0	0 <u>1</u>	88 <u>1</u>
<u>Virginia</u>	2022	88	16	9	2	0	1	92
	2023	92	10	9	2	0	2	89
Washington	2021 <u>20</u> <u>24</u>	378 <u>9</u>	3 <u>10</u>	4 <u>0</u>	3 <u>0</u>	0	0 <u>2</u>	369 <u>7</u>
<u>Washington</u>	2022	36	6	2	1	0	2	37
	2023	37	7	2	0	0	0	42
West Virginia	2021 <u>20</u> <u>24</u>	54 <u>2</u>	3 <u>7</u>	4 <u>0</u>	0	0	0 <u>3</u>	74 <u>6</u>
<u>West Virginia</u>	2022	7	1	0	0	0	1	7
	2023	7	0	1	0	0	0	6
Wisconsin	2021 <u>20</u> <u>24</u>	18 <u>6</u>	4 <u>1</u>	0	0	0	0	22 <u>7</u>
<u>Wisconsin</u>	2022	22	3	2	1	0	0	22
	2023	22	8	1	0	0	0	29
Wyoming	2021 <u>20</u> <u>24</u>	22 <u>9</u>	0 <u>4</u>	0 <u>2</u>	0	0	0	23 <u>1</u>
<u>Wyoming</u>	2022	2	1	0	0	0	1	2
	2023	2	2	0	0	0	0	4
Total	2021 <u>20</u> <u>24</u>	265 <u>44</u>	339 <u>1</u>	151 <u>1</u>	133 <u>0</u>	0	54 <u>0</u>	265 <u>54</u>
Total	2022	2655	316	221	89	0	67	2594
	2023	2594	458	145	67	0	44	2796
	<u>2024</u>	<u>2796</u>	<u>432</u>	<u>128</u>	<u>42</u>	<u>0</u>	<u>50</u>	<u>3008</u>

Note 1: “Ceased Operations for Other Reasons” includes only franchisees who moved their **CRUISE PLANNERS®** businesses to other states.

Table No. 4
Status of Company-Owned Outlets
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2021 2022	1	0	0	0	0	1
	2022 2023	1	0	0	0	0	1
	2023 2024	1	0	0	0	0	1
Total	2021 2022	1	0	0	0	0	1
	2022 2023	1	0	0	0	0	1
	2023 2024	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, ~~2023~~2024

State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2023 2024)	Projected New Franchised Outlets in the Next Fiscal Year (In 2024 2025)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2024 2025)
Alabama	0	3 5	0
Alaska	0	0 1	0
Arizona	+0	+2 11	0
Arkansas	+0	+0	0
California	+2	20 33	0
Colorado	0 1	4 8	0
Connecticut	0	5 1	0
Delaware	0	1	0
District of Colombia	0	0 2	0
Florida	6	65 49	0
Georgia	0 1	+4 22	0
Hawaii	0	0	0
Idaho	0	0 4	0
Illinois	0	+1 9	0
Indiana	0	4 2	0
Iowa	0	3 1	0
Kansas	0	+0	0
Kentucky	0	2 6	0
Louisiana	0	3	0
Maine	0	2 1	0
Maryland	+0	+9	0
Massachusetts	0	4 3	0
Michigan	0	6 1	0
Mississippi	0	2 0	0
Minnesota	+0	0 3	0
Missouri	0	6 5	0
Montana	0	1	0
Nebraska	0	+2	0
Nevada	0	2 5	0
New Hampshire	0	2	0
New Jersey	20	5 11	0
New Mexico	0	+0	0

State	Franchise Agreements Signed But Outlets Not Opened (As of December 31, 2023 2024)	Projected New Franchised Outlets in the Next Fiscal Year (In 2024 2025)	Projected New Company-Owned Outlets in the Next Fiscal Year (In 2024 2025)
New York	1	15 18	0
North Carolina	0 1	8 13	0
North Dakota	0	4 0	0
Ohio	0 1	4	0
Oklahoma	0	3 2	0
Oregon	0	3 2	0
Pennsylvania	1	12 8	0
Rhode Island	0	0 1	0
South Carolina	0	9 8	0
South Dakota	0	0 1	0
Tennessee	0	6 4	0
Texas	1 2	30 37	0
Utah	0	3 2	0
Virginia	0 1	6 2	0
Washington	0	4 5	0
West Virginia	0	0	0
Wisconsin	0	6 2	0
Total Wyoming	16 0	29 20	0
Total	17	310	0

The names, cities, states, and business telephone numbers of franchisees in our franchise system as of December 31, ~~2023~~2024, are listed on Exhibit C. Because our franchise system is home and internet based, to protect our franchisees' privacy, we do not include their home addresses.

The names, cities, states and business telephone numbers (or, if unknown, the last known home telephone numbers) of franchisees who left our franchise system through transfer in ~~2023~~2024; who had **CRUISE PLANNERS®** franchises terminated, not renewed or reacquired by us in ~~2023~~2024; who otherwise voluntarily or involuntarily ceased operating under their franchise agreements in ~~2023~~2024; or who had not communicated with us within 10 weeks of the issuance date of this disclosure document, are listed on Exhibit D (not including any franchisees who moved from one state to another).

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

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees within our franchise system.

There are no trademark-specific franchisee organizations associated with the **CRUISE PLANNERS®** franchise system.

ITEM 21. FINANCIAL STATEMENTS

Our audited financial ~~statement~~statements as of and for the fiscal years ended December 31, ~~2023~~, ~~December 31, 2022~~2024, and December 31, ~~2021~~2023, and our audited financial statement as of and for the year ended December 31, 2022 are attached to this disclosure document as Exhibit B.

Our fiscal year ends December 31.

ITEM 22.
CONTRACTS

The Franchise Agreement is attached as Exhibit A.

Our current form of Confidentiality Agreement is attached as Exhibit F.

ITEM 23.

RECEIPTS

The Receipts are attached to this disclosure document as Exhibit I, and are the last 2 pages of this disclosure document.

EXHIBIT A
FRANCHISE AGREEMENT



Franchise Agreement

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STATE SPECIFIC RIDERS, IF APPLICABLE (SEE EXHIBIT E OF DISCLOSURE DOCUMENT)

Addendum 1	REWARDS PROGRAM ADDENDUM
Addendum 2	VETERANS PROGRAM ADDENDUM
Addendum 3	RESTRICTED DOMAIN NAMES AGREEMENT

This Franchise Agreement ("**Agreement**") is made and entered into by and between: CP Franchising, LLC, (hereinafter "**we**," "**us**," "**our**," or "**Franchisor**"), a Delaware limited liability company, whose principal place of business is 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065; and the person(s) and/or entity signing below as Franchisee (hereinafter "**you**," "**your**," or "**Franchisee**"), as of the date both of us have signed this Agreement ("**Effective Date**").

☐ **Initial Agreement**

☐ **Renewal Agreement**

Initial Franchise Fee/Travel Advisor Experience Designation:

	Initial Franchise Fee	Experience Designation
<input type="checkbox"/>	\$10,995	New Travel Advisor
<input type="checkbox"/>	\$6,995	Some Experience in Travel Industry ("SETI")
<input type="checkbox"/>	\$3,995	Retail Experience in Travel Industry ("RET")
<input type="checkbox"/>	\$695	Seasoned Travel Advisor

You are an independent Franchisee and will be the owner and operator of the franchised **CRUISE PLANNERS®** Business according to the following terms and conditions:

1. GRANT OF FRANCHISE; INITIAL TERM AND RENEWAL.

1.1 Grant of Franchise. We have developed a proprietary system for the operation of a travel agency business that sells Travel Products and Services under the **CRUISE PLANNERS®** service mark and trade name (a "**CRUISE PLANNERS®** Business"). Subject to the provisions of this Agreement, we hereby grant to you the non-exclusive right (Franchise") to operate a **CRUISE PLANNERS®** Business from the location you and we agree to, and to use our current and future trademarks, service marks and trade names we designate (the "Marks") and the **CRUISE PLANNERS®** System Standards during the Term (as defined below).

1.2 No Territory Rights. You acknowledge and accept that we do not grant you territory rights of any kind. We may grant franchises to others, and currently we may have other franchisees, in close proximity to your principal place of business. You also acknowledge and agree that we grant franchises to others irrespective of the proximity of one franchise to another.

1.3 Duration of Franchise. The term of the Franchise ("Term") starts on the Effective Date and continues until the date 3 years after the Commencement of Operations, after which the Term will continue on a week-to-week basis until we terminate it, unless you have chosen to renew the Franchise for an additional 3-year period in accordance with Section 1.4. However, we may terminate this Agreement earlier in accordance with Section 11 below.

1.4 Terms for Renewal of Franchise. You may renew the Franchise for additional, consecutive 3-year periods if, before the date 3 years after the Commencement of Operations, or the date 3 years after the date of the first renewal and each subsequent renewal: (a) you are not in default of any of your obligations under your then-current franchise agreement; (b) neither you nor we have given written notice of an intention not to renew at least 30 days prior to the date for renewal; (c) you and we execute our then-current franchise agreement, which may contain materially different terms from those set forth herein ("Renewal Franchise Agreement"); (d) you pay us all outstanding fees (including, without limitation, the Year 3 annual maintenance fee); and (e) you renew your E&O insurance policy with us, which requires payment of the then-current [E&O insurance](#) fee we charge for it. If you do not comply with your obligations herein, we reserve the right to withhold commissions until such time as you comply. Regardless of the date you or we sign the Renewal Franchise Agreement, it will be deemed effective as of the day immediately after the last day of effectiveness of the previous franchise agreement. If is not renewed, the Franchise will continue on a week-to-week basis until we have given you written notice of termination in accordance with Section 11.1.

1.5 Form of Franchise Agreement. At the time for any renewal, if we are not offering new franchises, are in the process of revising, amending or renewing our then-current form of franchise agreement or franchise disclosure document, or are not lawfully able to offer you our then-current form of franchise agreement, we may, in our discretion, (i) offer to renew the Franchise on the same terms set forth in this Agreement for a renewal term determined in accordance with Section 1.4, or (ii) offer to extend the Term on a week-to-week basis for as long as we deem necessary or appropriate so that we may lawfully offer you our then-current form of franchise agreement.

1.6 Certification (if applicable). You agree that your experience meets the definition in the chart below of the Travel Advisor experience designation assigned in the table above Section 1. You agree to provide us with such supporting documents, as we deem necessary to verify your designated experience level and as provided in the chart below:

Initial Franchise Fee	Category	Definition of Category
\$10,995	New Travel Advisor	No previous travel advisor experience.
\$6,995	Some Experience in Travel Industry ("SETI")	Applicant is currently or has recently been working for or with an Approved Travel Entity which indicates advanced knowledge and experience in the travel industry that we deem satisfactory and appropriate.
\$3,995	Retail Experience in Travel Industry ("RET")	Applicant has a current International Air and Travel Agent Network ("IATAN") card or a Cruise Line International Association ("CLIA") certification and has direct recent retail travel sales experience within the previous 18 months that we deem satisfactory and appropriate.
\$695	Seasoned Travel Advisor	Applicant has a current IATAN card or a CLIA certification and has had at least \$100,000 of Departed Commissionable Sales during the previous 12 months or at least \$5,000 in earned commissions during the last calendar year, and other qualifications we deem suitable for a Travel Advisor with a high level of current experience.

1.7 Representation and Warranty by You. You represent and warrant to us that you have not been convicted by a trial court of a felony, that you have not pleaded no contest to a felony, that you have not engaged in any dishonest or unethical conduct which may adversely affect the reputation of the franchise, and that the statements and materials you made and are making to us prior to and upon your signing of this Agreement are true, complete and correct. If we later find that you made a material misstatement or misrepresentation to us regarding these statements or materials we may, in our sole discretion, terminate this Agreement and seek reimbursement for damages as allowed under the terms of the Agreement.

2. TRAINING AND COMMENCEMENT OF OPERATIONS.

2.1 Mandatory Initial Training. At least one of your owners must register for, attend, and complete our 6-day in-person mandatory initial training program which will be conducted at a training site in or near Fort Lauderdale, Florida and complete our required online orientation modules ("Initial Training Program"). At least one of your owners must timely complete the Initial Training Program no later than the 2nd in-person Initial Training Program session offered by us following the Effective Date. We may limit the number of Associates that may attend the in-person Initial Training Program with you. You are responsible for all travel, lodging, transportation, some meals, wage, and all other expenses incurred by you, your ~~co-owner(s)~~ co-owners, or your Associates to attend the ~~in-person~~ Initial Training Program. Notwithstanding the foregoing, lodging is included for New Travel Advisor and SETI experience designations. ~~We may at~~ In our sole ~~and absolute~~ discretion, ~~we may~~ charge you a ~~\$249~~ fee if you reschedule your in-person Initial Training Program with 2 weeks or more prior notice (currently \$249), or ~~\$695~~ if you provide no notice or less than 2 weeks' notice (currently \$695). The fee to re-take the Initial Training Program currently is \$695. ~~You agree to timely complete Initial Training Program no later than the 2nd in-person Initial Training Program session offered by us following the Effective Date.~~ An Associate Virtual

Training Program, which can be completed via our online training software, is available to an Associate ~~as part of a \$249 for an~~ associate registration fee. ~~These fees are subject to change on written notice from us. (currently \$249).~~

2.2 Additional Training. In addition to the Initial Training Program requirement, we may, in our reasonable discretion, require you, your co-owners, or your Associates to complete additional training ~~or seminars~~, and you must pay us ~~such additional~~ our then-current training ~~or seminar~~ fees ~~we reasonably require~~ (currently \$695 per person). You are responsible for all travel, lodging, transportation, meal, wages, and all other expenses incurred by you, your ~~co-owner(s)~~ co-owners, or your Associates to attend any additional training. For other persons you wish us to train for you, you must pay our then-current training ~~charges~~ fees, as well as any of our out-of-pocket expenses. Your Associate(s) must complete any additional training required by us. You are and will always remain, the sole legal authority over your Associates during all training programs, including during the Initial Training Program and thereafter, and you will be solely responsible for all decisions and actions related to your Associates at all times.

2.3 Commencement of Operations. The commencement of operations of your **CRUISE PLANNERS®** Business shall be deemed to be the first day of the second full month after the Effective Date ("Commencement of Operations"). Upon the Commencement of Operations, you shall be deemed to be able to acquire and service **CRUISE PLANNERS®** Accounts pursuant to the **CRUISE PLANNERS®** system standards. Accounts include any individual customers or groups of customers who purchase travel products and services through your **CRUISE PLANNERS®** Business, including, without limitation, cruises, tours, lodging, car rentals, airline tickets, vacation packages, ground transportation arrangements, travel insurance, and all other products and services ("Travel Products and Services") offered by cruise lines, airlines, tour operators, and other providers of travel services ("Travel Supplier(s)"). You agree to sell all Travel Products and Services purchased by your Accounts through your **CRUISE PLANNERS®** Business.

2.4 Have a Dedicated Business Telephone Number. You agree to have a dedicated telephone number for your **CRUISE PLANNERS®** Business on or before the Commencement of Operations. If you change your dedicated business telephone number, we will charge you a change fee (currently \$195) for a change if it occurs 91 or more days after the Commencement of Operations, and for each additional change that occurs thereafter.

3. OPERATIONAL STANDARDS AND REQUIREMENTS.

3.1 System Standards. You agree to personally operate your **CRUISE PLANNERS®** Business and to require each of your Associates to abide by this Agreement and the **CRUISE PLANNERS®** System Standards, which system standards are set forth in our operating manuals, and in our other operating and training materials made available to you, which we may change, update, and delete at our discretion and from time to time (the "System Standards"). An "Associate" is any employee or independent contractor Associated with your **CRUISE PLANNERS®** Business with access to our proprietary systems. Each Associate must be registered in our Associate Program. *Updates to the System Standards may be communicated to you by any means we deem appropriate including, without limitation, postings on our intranet site. The electronic media versions of our operating manuals, and our other operating and training materials, supersede any printed versions. You must check for updates daily.* No change in the System Standards will materially change your or our obligations under this Agreement. Any material change in your or our obligations under this Agreement requires a written amendment to this Agreement signed by you and by us. The System Standards as set forth in our operating manuals, and in our other operating and training materials, constitute provisions of this Agreement as if fully set forth herein.

3.2 Comply with Laws. You agree to comply with all laws, rules, and regulations applicable to the operation of the **CRUISE PLANNERS®** Business, including, without limitation, all labor and employment laws, and the Federal Trade Commission Act (15 U.S.C. § 41-58). You will comply and/or assist us in our compliance efforts, as applicable, with all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, you will not enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to the **CRUISE PLANNERS®** Business as may be required by us or by law. You confirm that you are not listed in Executive Order 13224 (<http://www.treasury.gov>), and agree not to hire any person so listed or have any dealing with a person so listed.

You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities under this Agreement pertain to your obligations hereunder. You also represent that by operating a **CRUISE PLANNERS®** Business, you are not violating any contractual obligations of yours, your affiliates, or your Associates; this includes, but is not limited to, any covenants not to compete and non-solicitation agreements. By your execution of this Agreement, you agree that we will have the right to perform criminal and credit background checks on you, your owners, and your Associates during the Term, using such outside agencies as we may select in our discretion, to verify your compliance with applicable laws.

3.3 Compliance with Seller of Travel Regulations and Registration Requirements. You agree to obtain, maintain, present and/or display, as local law requires, your "seller of travel" registration numbers on all print advertising, marketing, websites, and all other visible marketing mediums. You also agree to comply with all "seller of travel" laws and regulations, including, without limitation, any refund, pre-registration and renewal disclosure requirements, applicable to the sale of travel services in your locality or in any other locality where you operate.

If you move to a different state during the Term, you may need to sign a new Franchise Agreement with us, and you may need to comply with the new state's registration and/or licensing requirements. It is your responsibility to determine the laws and regulations applicable to your **CRUISE PLANNERS®** Business.

3.4 Data and Privacy. You agree, as applicable, to comply with, and/or to assist us in our compliance efforts regarding, all state and federal data and privacy laws, including, without limitation: PCI Data Security Standards; the EU General Data Protection Regulation (GDPR); the California Consumer Protection Act of 2018 (CCPA); and any other data-related or privacy-related laws, regulations, rules, orders or standards that become effective after the execution of this Agreement. All client and reservation data (the "Data") entered into any of our systems, including, without limitation, our CRM system, CPMAXX, and MyTrips, is owned jointly by you and us. No other party will be deemed to have ownership rights to this Data unless agreed to otherwise by you and us in writing.

3.5 Compliance with Travel Supplier Policies and Requirements. You agree to strictly comply and/or assist us in our compliance efforts, as applicable, with all Travel Supplier restrictions and requirements, including, without limitation, booking and reservation guidelines; cancellation, penalty, sales activity (including, without limitation, regional restrictions), and other requirements to adequately advise your customers of applicable terms and conditions of a Travel Supplier; requirements to assist Travel Suppliers in responding to and resolving charge back disputes; and discounts or rebates on Travel Products and Services.

3.6 Operate Competently, Professionally and Ethically. You agree to conduct your operations competently, professionally, ethically, in good faith, and pursuant to the terms of this Agreement and our System Standards set forth in our operating and training materials. You further agree to cooperate fully with us and our personnel with respect to the operation of your **CRUISE PLANNERS®** Business in compliance with our System Standards and as otherwise communicated by us to you in writing. Our interpretation of the System Standards shall control in all cases. You shall conduct your operations and present yourself to your Accounts and the public in a professional, trustworthy, ethical, honest, helpful, courteous, non-discriminatory, and cheerful manner at all times, including, without limitation, on FAM trips and at Seminars at Sea. Your obligations under this clause also extend to any social media usage related to the operation of your **CRUISE PLANNERS®** Business. Any social media posts made on behalf of your **CRUISE PLANNERS®** Business should be free from obscene, indecent, profane, vulgar, and/or discriminatory content.

3.7 Duty to Maintain Service of Bookings and Accounts. You agree to ensure your communications are monitored and answered by a co-owner or qualified Associate (or other person approved by us) when you expect to be unable to continually operate your franchise; i.e., when you expect to be away from your **CRUISE PLANNERS®** Business for more than 7 consecutive days. However, should you have more than one owner involved in the day to day operations or if you have one or more Associates, you are required to designate a primary contact for all communications with us. If you fail to, or if you are unable to, service your bookings and Accounts and we service your bookings or Accounts during your absence or unavailability, in our sole ~~and absolute~~ discretion,

we may keep a portion of or all the commission due on such bookings and offset such amounts against any amounts payable by us to you.

3.8 Technology Requirements. You, ~~all~~your co-owners, and your Associates must obtain the rights to access our intellectual property from us (or you must obtain it for them from us), and you ~~and~~, your co-owners, and your Associates must sign and agree to our then-current confidentiality agreement, and all terms and conditions related to the use of our database, business management tools, intranet, and other technology made available to you and them in connection with the operation of your **CRUISE PLANNERS®** Business, including, without limitation, our privacy policies which may be amended from time to time. You must have an operating telephone, a computer system compatible with our proprietary CRM (customer relationship management) system, web-based software, Microsoft Outlook and a software productivity suite (e.g., Microsoft Office, Open Office, Mac Productivity Products, or other equivalent software package), high speed or equivalent internet access and an email account in order to conduct the daily operation of your **CRUISE PLANNERS®** Business. On or before the Commencement of Operations, you must obtain a domain name for your **CRUISE PLANNERS®** website that is approved by us. Any domain name selected by you must not infringe upon the intellectual property rights of any third party, and you agree to hold us harmless and/or indemnify us from any liability resulting from your use of any infringing domain name. If you change your domain name or request additional domains for your **CRUISE PLANNERS®** website, we may charge you a ~~reasonable fee not to exceed~~(currently \$75 and an additional, plus currently \$20 per year for hosting if as long as we are required to re-direct the domain name is re-directed). Pursuant to the attached Restricted Domain Names Agreement (Addendum 3), we reserve the exclusive right to any domain name which includes our proprietary trademarks, and you agree to transfer ownership to us of any such domain name immediately upon request.

3.9 Commission Collection. We have the exclusive right to collect commissions, overrides, tour conductor credits, and other payments arising from your sales from Travel Suppliers and other suppliers on your behalf and remit them to you as provided in this Agreement and our System Standards. You have no right to collect or otherwise receive such payments directly from a Travel Supplier or other supplier. We shall remit such commissions in such manner and at such times as provided by our System Standards. You shall not in any manner, directly or indirectly, interfere with our attempts to make such collections and shall immediately remit to us the full amount of any commissions remitted directly to you.

3.10 Reservations. You agree to promptly, honestly and accurately record in our designated proprietary system and as specified by our System Standards, each, every and all new bookings/reservations made upon receipt of deposit and all changes or cancellations made to existing bookings/reservations. Customer documents from Travel Suppliers will be sent to you by us only after you comply with the appropriate procedures and provide us with information on the appropriate forms and payment is made by you to us consistent with our System Standards. For the purposes of this Agreement, a "departure" is the date the customer's travel arrangement commences, for example, the date that a booked cruise leaves the port; a booked air carrier leaves the airport; or the date that a hotel stay begins as applicable to the specific travel reservations. We remit commissions we receive from Travel Suppliers to you, less any payments due to us, based on your accurate recording of reservations in our proprietary system. Commissions received on your bookings that are not recorded in our system as required hereunder will not be remitted to you. You agree to enter the travel fares in our system at gross amounts, and not net amounts.

You shall book all travel directly with Travel Suppliers or through our proprietary bookings systems using the instructions set forth by each supplier or instructions provided by us in our operating manuals, operating and training materials, intranet, guidelines, or other means of communication. You shall use our telephone number and/or IATA number as the agent code for such bookings. You shall not directly accept any electronic payments, cash payments or credit card payments, or establish a merchant account, for any reason without our prior written consent. You further agree to comply with all System Standards including, without limitation, our standards related to customer payments to Travel Suppliers and payment handling. Although all commission payments from Travel Suppliers shall be processed through us, it is your responsibility to collect past-due commission payments based on such bookings. You agree to work directly with Travel Suppliers to address and resolve underpayments or lack of commission payments for you from them.

You will fulfill and account for all travel bookings placed by you on behalf of your Accounts pursuant to the procedures set forth in our operating and training materials. All travel reservations are subject to our acceptance. Travel reservations may be canceled by you or your Accounts at any time, as long as the terms of cancellation indemnify us against all loss.

3.11 Remittance. You shall establish and maintain during the Term a valid bank account for your **CRUISE PLANNERS®** Business only and all payments to you shall be made via direct deposit and or electronic funds transfer to such bank account. We will net the Royalties and any other amounts due to us from the commissions we collect on behalf of you from your Departed Commissionable Revenue and send you the remainder of the commissions earned so long as the following conditions are met: (i) the reservation is accurately recorded in our system pursuant to our System Standards; (ii) the reservation has departed and has not been cancelled; and (iii) we are in receipt of the commission payment in full from a Travel Supplier. Royalties are due and payable upon departure of the reservation or upon our receipt of the commission from a Travel Supplier, whichever comes first, and payments will be remitted to you on: (a) the 15th day of the month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 1st and 12th day of the same month; and (b) on the 1st day of the subsequent month for commissions meeting all 3 of these requirements (reservation recorded, booking departed, and payment received) between the 13th and last day of the month. You will forfeit any commissions paid to us for reservations that you failed to accurately record in our system, pursuant to our System Standards, within 6 months after the departure of each such reservation.

3.12 Access to Your Books and Records. You agree to permit us and our designated agents access to your **CRUISE PLANNERS®** Business' books and records from time to time for audit purposes, in the manner and form we reasonably require, following 72 hours advance written notice from us to you.

3.13 Address and Phone Number Changes. You shall give us 30-days advance written notice of any change of your address or other contact information or as soon as reasonably possible. We have the ~~absolute~~ right in our sole discretion to approve or deny any relocation of your **CRUISE PLANNERS®** Business and have the right to impose any reasonable restrictions on such relocation. You agree to pay us a change fee (currently \$195) for each time you relocate or change your designated business telephone number. You will be entitled to a one-time waiver of this change fee if you change your address or phone number within 90 days of after the Commencement of Operations. As with all amounts you owe us, we may setoff this fee against amounts we owe you. The address you provide must be a physical United States address. A P.O. box address is not permitted.

3.14 Travel Suppliers. You acknowledge and agree that there may be Travel Suppliers for which we will not take bookings, for any reason we deem appropriate. Any bookings with Travel Suppliers shall be at your own risk and selected through your own due diligence as to financial stability and ability to provide the services contracted. Revenue derived from any Travel Supplier is subject to royalty and other fees under the terms of this Agreement. All checks and other payments from Travel Suppliers must be direct and made payable to us. You must submit any such checks or other payments to us without offset or deduction. We will receive commissions from Travel Suppliers based on travel sales, and may receive compensation from Travel Suppliers based on sales to other franchisees. You shall not submit a W-9 or related form to any Travel Supplier.

4. APPROVED PRODUCTS AND SPECIFICATIONS.

4.1 Approved Travel Products and Services. You agree to offer and sell all approved Travel Products and Services exclusively through your **CRUISE PLANNERS®** Business. In addition, you agree to only sell the travel insurance that we designate from the approved insurer(s) that we designate from time to time.

4.2 Approved Suppliers. We may be the only approved supplier of certain products and services that we designate from time to time. We may also limit the number of approved suppliers with whom you may deal, and/or refuse any requests for the approval of alternative suppliers for any reason, including, without limitation, that we have already designated an exclusive source (which might be an affiliate), or a limited number of exclusive sources (which might be affiliates).

4.3 Standards and Specifications. You agree to follow our specifications and standards that we require from time to time for the operation of a **CRUISE PLANNERS®** Business. These specifications and standards will be provided in our materials and such training and other communications that we provide from time to time.

5. INSURANCE.

5.1 Insurance. You agree to purchase Errors & Omissions ("E&O") insurance from us in the amounts we require and pay the required fee for each of your owners, agents, sub-agents, sales Associates, and others who will interact with Travel Suppliers and/or your customers each year during the Term. Upon signing this Agreement, and on the anniversary of the Commencement of Operations, you shall pay us the then-current E&O insurance fee we require to be added to or remain on our E&O insurance policy. We recommend that you maintain business liability insurance and other customary business-related insurance for the operation of your **CRUISE PLANNERS®** Business. Should you obtain business liability insurance or other business-related insurance, we recommend that you add us as an additional insured.

6. CONFIDENTIAL INFORMATION.

6.1 Acknowledge Confidential Information. You acknowledge that knowledge of our marketing methods, product analyses and selection, service methods, skills relating to the development and operation of a **CRUISE PLANNERS®** Business, know-how, techniques, information, trade practices, our operating manuals, other operating and training materials, and other proprietary data, is derived entirely from information disclosed to you by us and that such information is proprietary, confidential, and considered to be our trade secrets ("Confidential Information"). You agree to never, during and after the Term, divulge or use any Confidential Information for the benefit of any other persons, partnership, proprietorship, association, corporation, or entity. Your use of our Confidential Information is limited solely to the operation of your **CRUISE PLANNERS®** Business under this Agreement. You may divulge Confidential Information only to your employees, agents or independent contractors who need access to it, and only to the extent necessary, to operate the **CRUISE PLANNERS®** Business. You agree to exercise the highest degree of diligence in safeguarding our Confidential Information during and after the Term. We may require any of your owners, or any Associate you employ or engage, to sign our then-standard form of Confidentiality Agreement, which may vary by state based on applicable state law. It is expressly agreed that the ownership the Confidential Information is and shall remain vested solely in us. You further agree that you:

- 1) will not use the Confidential Information in any other business or capacity;
- 2) will maintain the absolute confidentiality of the Confidential Information during and after the Term;
- 3) will not make unauthorized copies of any portion of the Confidential Information disclosed in any form including, without limitation: electronic media, written form, or other tangible forms; and
- 4) will adopt and implement all reasonable procedures prescribed by us from time to time to prevent unauthorized use and/or disclosure of the Confidential Information, including, without limitation, restrictions on disclosure to the employees and the use of confidentiality agreements that we may prescribe for persons having access to Confidential Information, which agreements may vary by state based on applicable state law.

However, disclosure of the Confidential Information may be made in judicial or administrative proceedings, but when and only to the extent you are legally compelled to disclose same, provided that you first give us the opportunity to obtain an appropriate protective order or other assurance that the confidential nature of the material to be disclosed will be maintained. Your confidentiality obligations under this Section 6 shall survive the transfer of the Franchise or termination of this Agreement.

6.2 Operating Manuals, and Other Operating and Training Materials. During the Term, you will be provided or have access to our operating manuals, and other operating and training materials, as they may exist from time to time (which means they may change from time to time); either in written form or in some form of electronic media or both. You may not reproduce these materials in any way, shape or form. You may not videotape

or tape record our training sessions. All materials we provide for you to use in the operation of your ***CRUISE PLANNERS®*** Business remain our proprietary property, may contain trade secrets, and are protected by our copyrights in same, irrespective of whether we record these materials with the Copyright Office. You may not share our proprietary materials with third parties, including, without limitation, our marketing, training and operating materials.

6.3 Confidentiality, Non-Disclosure and/or Non-Competition Agreement. We may require any of your owners, or any Associate you employ or engage, to sign a Confidentiality, Non-Disclosure and/or Non-Competition Agreement, which may vary by state based on applicable state law.

7. COVENANTS NOT TO COMPETE AND NOT TO SOLICIT.

7.1 Definitions. For purposes of this Section 7:

- i) **"Competitive Business"** means a business: that offers or sells franchises or licenses businesses that purchase or sell Travel Products and Services; that creates and/or develops a host agency, or a network of independent contractors, independent businesses, or agents, who purchase or sell Travel Products and Services; or that offers, sells, promotes or markets Travel Products and Services.
- ii) **"Directly or indirectly"** includes, but is not limited to, all persons (natural or otherwise) under a franchisee's control or influence, including a person's spouse, children, parents, brothers, sisters, other relatives, friends, trustees, agents, or Associates.
- iii) **"You"** means an individual franchisee, or for a business entity franchisee, all persons having any legal or beneficial ownership interest in the business entity

7.2 Competitive Restrictions. During the Term, you agree to offer and sell Travel Products and Services only through us and not, directly or indirectly, by, through or for the benefit of anyone else. Then, for a period of 1 year following the date you transfer all of your rights and interests in this Agreement, or the date of termination of this Agreement for any reason, you agree not, directly or indirectly, as a proprietor, partner, investor, lender, shareholder, director, officer, member, manager, employee, principal, agent, representative, advisor, franchisor, franchisee, consultant or otherwise, to that purchase or sell Travel Products and Services:

- a) engage, directly or indirectly, in any Competitive Business, if such business is located: (a) at your place of business; (b) within 50 miles of your place of businesses; or (c) within 50 miles of the location of any other ***CRUISE PLANNERS®*** Business or our headquarters; and/or
- b) knowingly engage in any activity to solicit, encourage, or induce any customer doing business with any other ***CRUISE PLANNERS®*** franchisee (wherever located) to commence doing business with you; and/or
- c) solicit, divert, take away, or interfere with our business with Travel Suppliers, potential franchisees, customers, clients, contractors, trade or patronage of ours, or our affiliates, as same may have existed during the Term.

7.3 Enforceability of Covenants. The parties agree that: (1) each of the forgoing covenants shall be construed as independent of any other covenant or provision of this Agreement; (2) the foregoing restrictions limit your right to compete only to the extent necessary to protect us from unfair competition; (3) should any part of one or more of these restrictions be found to be unenforceable by virtue of its scope in terms of area, business activity prohibited or length of time and should such part be capable of being made enforceable by reduction of any or all thereof, that the same shall be enforced to the fullest extent permissible under the law; (4) we may, unilaterally at any time and in our sole discretion, revise any of the covenants above so as to reduce your obligations hereunder; (5) the running of any period of time specified above shall be tolled and suspended for any period of time in which you are found by a court of competent jurisdiction to have been in violation of any restrictive covenants; (6) the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a

defense to the enforcement by us of the foregoing covenants not to compete; and (7) the competitive restrictions in this Section 7 continue to be binding if we assign this Agreement.

7.4 Violation of Covenants. You acknowledge, agree and consent: (A) that a violation of the terms of the covenants not to compete in this Agreement would result in immediate or irreparable injury to us for which no adequate remedy at law may be available; (B) to the entry of an injunction prohibiting any conduct by you in violation of the terms of the foregoing covenants not to compete; and (C) to pay all costs and expenses (including, without limitation, reasonable attorneys' fees at all levels) incurred by us in connection with the enforcement of the foregoing covenants not to compete.

7.5 Exceptions. Notwithstanding any of the foregoing, this Agreement does not prohibit you from owning for investment purposes up to an aggregate of 2% of the capital stock of any Competitive Business that is publicly held whose stock is listed and traded on a national or regional stock exchange or through the National Association of Securities Dealers Automated Quotation System (NASDAQ) provided that you do not control any such company.

7.6 Non-Solicitation. You acknowledge and agree that the identities of our franchisees are proprietary information of ours, irrespective of the source of such information. During or after the Term, neither you, nor any of your co-owners, Associates, or affiliates, may solicit or market to any of our franchisees to buy or lease any product or service whatsoever, using any medium whatsoever, without our prior written permission.

7.7 Honor Accounts. You agree to honor the integrity of any Accounts acquired by us or by our other *CRUISE PLANNERS®* franchisees. You shall not intentionally or negligently solicit any Accounts that are presently being serviced by us or by any of our other *CRUISE PLANNERS®* franchisees. In certain cases, we may restrict you from marketing and promoting in certain marketing channels and venues, including, without limitation, Chambers of Commerce, networking groups, print advertising, direct mail, and the like that certain qualified franchisees are utilizing on a regular and ongoing basis as determined by us in our sole ~~and-absolute~~ discretion.

7.8 Solicitation of Your Accounts. During the Term, we shall not knowingly solicit any Accounts that are presently being serviced by you except for unintentional contact or contact that we do not have a means of policing. We shall not, in any event or under any circumstances, be liable to you for any loss, injury or damage which may result from the failure of another *CRUISE PLANNERS®* franchisee to refrain from soliciting your Accounts.

7.9 Referral of Interested Parties. You agree to refer any persons interested in acquiring *CRUISE PLANNERS®* franchise rights to our Franchise Development Department. Subject to your compliance with any state law requiring you to register as a broker in order to receive referral bonuses, you will be eligible to receive referral bonuses from us in accordance with the then-current terms and conditions as published in our operating and training materials. If you are contacted by any person interested in acquiring *CRUISE PLANNERS®* franchise rights, you agree to cooperate reasonably with such person, and to provide truthful and accurate information to such person, but you agree not solicit such person to become a franchisee or an Associate in your business.

8. PAYMENTS TO US.

8.1 Initial Franchise Fee. You shall pay us a nonrecurring and nonrefundable initial franchise fee in the amount indicated beside the selected category on Page 1 of this Agreement, which shall be due upon execution of this Agreement. The initial franchise fee shall be fully earned by us upon the execution of this Agreement.

8.2 Royalty Fee. You shall pay us royalties on all sales made by, at, from, through or arising out of your *CRUISE PLANNERS®* Business ("Royalties") based on a percentage of the Gross Commissionable Fares, depending on the commission rates paid by Travel Suppliers or the markup charged by you, as follows: (a) on commission rates (or markups) of 6% or more, Royalties are 3% of the Gross Commissionable Fare; (b) on commission rates of less than 6%, Royalties are 1.5% of the Gross Commissionable Fare; (c) if you do not book travel using the *CRUISE PLANNERS®* CRM system, no commission will be recognized or paid; (d) if a Travel Supplier does not provide an itemized breakdown of the commissionable fare applicable to each portion of a travel

package or each item of a bundled travel package, we reserve the right to charge you a 3% royalty based on the total gross amount quoted by a Travel Supplier and paid by the customer, instead of Departed Commissionable Revenue; and (e) if the booking is non-commissionable and you charge a markup, we reserve the right to charge you a 20% to 30% royalty on the total markup amount. Royalties are due to us immediately upon receipt of the commission from a Travel Supplier. We deduct the Royalties owed to us from the amounts that we remit to you on or about the 1st and the 15th of the month. We may set-off all Royalties and other amounts due to us at any time prior to our remittance of the amounts that we remit to you pursuant to this Agreement.

8.3 Definition of Gross Commissionable Fare and Departed Commissionable Revenue. As used in this Agreement, the term "Gross Commissionable Fare" means the total fare for a reservation quoted by a Travel Supplier before deducting commissions, markups, discounts, refunds, adjustments, credits, and allowances, and less any non-commissionable amounts such as federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority. The term "Departed Commissionable Revenue" means the total Gross Commissionable Fares for Travel Products and Services that have departed and which are sold by, at, from, through or arising out of your **CRUISE PLANNERS®** Business, for which commissions were earned and paid to us by a Travel Supplier. Travel Products and Services have departed once the customer's booked travel begins, e.g., cruise departure. We reserve the right to change the way in which commissions are calculated at any time and without prior written notice to you.

8.4 Requirements. You shall keep a valid credit card on file with us at all times during the Term, and you expressly authorize us to charge such card any and all amounts due to us when due. If you fail to pay any amount due to us, we may set off such amounts against any payments we make to you, including, without limitation, commissions earned by you and paid to us by Travel Suppliers.

8.5 Additional Terms and Conditions. ~~We may increase the Annual Access Fee and the Administrative Service Fee from time to time, but no more than once in any 3 consecutive calendar year period and by no more than 15% per increase.~~ During the Term and based on Travel Suppliers' policies, when by your sole efforts and sales, bonuses or tour conductors are issued by Travel Suppliers, you shall receive the benefit of the bonuses or tour conductors. **YOU MUST BE A CURRENT CRUISE PLANNERS® FRANCHISEE UNDER AN EFFECTIVE FRANCHISE AGREEMENT WITH US AND MUST NOT BE IN DEFAULT OF THE TERMS THEREOF AT THE TIME THE BENEFIT OF ANY BONUS OR TOUR CONDUCTOR IS DELIVERABLE TO YOU. OTHERWISE YOU WAIVE AND FORFEIT ANY SUCH BENEFIT.** We shall keep any bonuses or tour conductors (as well as overrides, bonuses, overages, and ad allowances which are only available to us) that are paid to us by Travel Suppliers where your efforts alone did not result in the issuance of bonuses or tour conductors. Bonuses and tour conductors received from Travel Suppliers due in their entirety as a direct result of your efforts alone will be paid to you. **YOU MAY NOT CONSOLIDATE OR POOL YOUR DEPARTED COMMISSIONABLE REVENUE WITH THAT OF ANOTHER FRANCHISEE TO QUALIFY FOR BONUSES OR TOUR CONDUCTORS FOR WHICH YOU DON'T SEPARATELY QUALIFY.** We shall make collection on Travel Suppliers on behalf of your Accounts even though you shall be ultimately responsible for working directly with Travel Suppliers to address and resolve underpayments or lack of payments for you from them. You must personally meet Travel Suppliers' requirements to be eligible.

8.6 Annual Maintenance Fees. You agree to pay us the Annual Maintenance Fee when due pursuant to and in the amount set forth below:

New Travel Advisors, RET, and SETI	Departed Commissionable Revenue		
	Under \$15K	\$15K or more	
Fiscal Years 1 – 3 and all subsequent renewals	\$500	No Charge	
Seasoned Travel Advisors	Departed Commissionable Revenue		
	Under \$75K	\$75K - \$100K	Over \$100K

Fiscal Years 1 – 2	\$2,000	\$1,000	No Charge
	Under \$15K	\$15K or more	
Fiscal Year 3 and all subsequent renewals	\$500	No Charge	

The first “Fiscal Year,” as defined in the Franchise Agreement, ends on the last day of the 12th month after the Commencement of Operations. Each subsequent Fiscal Year runs for that same 12-month period thereafter. “Departed Commissionable Revenue” means commissions you derive from departed travel sales and excluding sales for which the departure date has not passed as of the end of the Fiscal Year.

8.7 Administrative Service Fee. We will charge you, and you agree to pay us, a monthly administrative service fee (currently ~~\$70~~~~80~~) for the services, promotions, and support provided to you, including, without limitation, marketing, business development, coaching, and access to business management and other tools. When we provide you with support or training on telephone calls, you agree that we may record the telephone calls for quality control and related purposes.

8.8 Annual Access Fee; One-Time Administrative Fee. You agree to pay us an annual access fee (currently ~~\$85~~~~95~~) for each ~~additional owner (if you have more than 1 owner) and each of your Associates~~co-owner beyond the first owner, and for each Associate in your **CRUISE PLANNERS®** Business, including, without limitation, any other person servicing or supporting your Accounts in any capacity. An Associate is ~~of any person in your independent Cruise Planners~~CRUISE PLANNERS® Business ~~with who has~~ access to our proprietary systems. The annual access fee is due upon such person joining your **CRUISE PLANNERS®** Business and in advance on each anniversary of the Commencement of Operations. We may charge, and you agree to pay, a one-time administrative fee (currently \$75) to register each Associate joining your **CRUISE PLANNERS®** Business. Failure to disclose Associates and owners to us and comply with the foregoing requirements is a breach of this Agreement.

8.9 E&O Insurance Fee. You agree to pay an annual E&O insurance fee for each person in your ~~franchise in the amount of~~CRUISE PLANNERS® Business (currently \$180 per person per year), which is due upon such person joining your **CRUISE PLANNERS®** Business and in advance on each anniversary of the Commencement of Operations. ~~This fee is subject to increase annually, based on increases in the premiums charged to us by our insurance carrier.~~

8.10 Forfeit Commissions (if applicable). You agree to forfeit all commissions due but not paid to you if you violate the noncompetition terms of this Agreement or abandon your franchise and fail to deliver promised goods and/or services to any Account as per your agreement with such Account. If you abandon your franchise or if you refuse to service any Account or if any Account contacts us for want of being able to contact you, we will take over any current bookings in process and any future bookings emanating from your **CRUISE PLANNERS®** Business. We ~~may seek compensation from you if the revenue from any booking is less than our costs for servicing the Account under terms you have negotiated.~~reserve the right to charge a per-booking servicing fee (currently \$50) to cover administrative, operational, and other costs we incur to service such bookings. This fee may be deducted from any outstanding amounts owed to you or separately charged to your CRUISE PLANNERS® Business. We will terminate your access to our systems supporting your **CRUISE PLANNERS®** Business if you abandon your franchise or if this Agreement is terminated for any reason. We reserve the right to charge fees to reactivate access to our systems supporting your **CRUISE PLANNERS®** Business following a time of abandonment or termination. If you fail to continuously operate your **CRUISE PLANNERS®** Business, i.e., not being available and accessible to us and/or your Accounts during any 14 days in any 12-consecutive month period without first notifying us in writing, we will treat this as an abandonment of your franchise and we will have the right to terminate this Agreement and assume your Accounts, bookings, and commissions.

8.11 Pay Debts. You agree to pay when due all amounts due to us, and any and all taxes, fees, fines (including, without limitation, a returned check ~~charge~~fee of \$50 per check), chargeback penalties, and the like,

lawfully owed by you to any government authority, third party supplier, or others, and to comply with any and all applicable laws, rules and regulations in the operation of your **CRUISE PLANNERS®** Business. Your failure to pay the foregoing amounts when due or when demanded is a default under the terms of this Agreement and your failure to cure such default within 7 days after receiving written notice from us shall give us the right to terminate this Agreement upon written notice.

8.12 Fee Increases. Regarding any fee referenced in this Agreement which “currently” is a specified amount, or regarding any “then-current” fee referenced in this Agreement, we may increase such fee to the extent that a third-party supplier increases its charges (if the fee, such as the E&O insurance fee, covers such supplier’s charges), and/or our personnel compensation or benefit costs increase, and/or we determine that coverage, training, products or services not previously provided are required to be provided, but we will not increase such fee more than once in any 3-calendar-year period, and we will limit any single increase to no more than 15%.

9. TRADEMARKS.

9.1 Use of the Marks. You agree to ensure that all marketing and advertising you use includes our current and future trademarks, service marks and trade names as the only mark in all marketing and advertising including, without limitation, print advertising, direct mail, Internet websites, social media, radio, and television, in the ways we have set forth in our operating and training materials. Social media includes, but is not limited to, any blog, YouTube, Facebook, Instagram, TikTok, Wikipedia, Yelp, professional networks like LinkedIn, live-blogging and micro-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking media or tools. You must not use **CRUISE PLANNERS®** as part of the legal name of your company. You can establish a fictitious (“doing business as”) **CRUISE PLANNERS®** name for your business. You must only operate your business under the name **CRUISE PLANNERS®**. You will only use websites, Internet and social media that use our Marks and trade name to promote your own **CRUISE PLANNERS®** Business in accordance with our standards, and not for others, including, without limitation, our franchisees. You must not use our Marks or trade name for any other Internet, website or social media purpose whatsoever. You must comply with all our policies, standards, and procedures for use of any social media that in any way references the Marks or involves the **CRUISE PLANNERS®** Business. No changes with respect to the reproduction of our trademarks, service marks and trade names are permissible. You agree to not use our Marks or trade name or any variation thereof alongside or next to any other marks or trade names. You agree to include your business telephone number and other individual contact information on all your advertising and to only advertise within the United States, except as specifically authorized by us in writing. During the Term or thereafter, you will not use any trademark which has the word “planner” in connection with the words cruise(s) or travel, or any root, phonetic use, similar spelling, graphic depiction, or foreign language translation of any of the **CRUISE PLANNERS®** trademarks in anything other than the operation of your **CRUISE PLANNERS®** Business. You may not use the logos or trademarks of a supplier in any marketing or advertising materials or for any other purpose, except as specifically authorized by us in writing. You may not advertise in media, including, without limitation, websites and any social media, not approved in advance in writing by us. You agree to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement.

9.2 Your Non-Ownership of the Marks. You agree that the Marks are our exclusive property. Nothing in this Agreement will give you any right, title, or interest in or to any of the Marks except as a mere privilege and non-exclusive license, during the Term, to display and use the Marks according to the limitations set forth in this Agreement. You understand and agree that the limited license to use the Marks granted by this Agreement applies only to those Marks which we designate (and has not designated as withdrawn from use), and those Marks which we may in the future designate in writing. You agree not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted under this Agreement or your use of the Marks. All uses of the Marks by you, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Marks or operation of your **CRUISE PLANNERS®** Business.

9.3 Discontinuance of the Marks. You agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the **CRUISE PLANNERS®** System Standards, including the **CRUISE**
Cruise Planners FDD-0424-0425
76067259;281093837;1

PLANNERS® trademark or trade name, and agree to use any additional or substituted Marks as we may designate. You waive any claim arising from or relating to any Mark change, modification, or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution, or discontinuation. If we require you to add, modify, substitute, or discontinue any Mark, you agree to bear the costs and expenses associated with any such changes.

9.4 Consent for Marketing Purposes. You grant us an irrevocable license to use your name, likeness, image and/or voice for any media, advertising or promotional purpose. You acknowledge and agree that you are not entitled to receive any compensation or any monetary consideration or remuneration of any kind for our use and/or display of your name, likeness, image and/or voice in any advertising or marketing materials distributed by us, including, without limitation, printed, digital and online materials

10. INDEMNIFICATION.

You agree to indemnify and hold us, our affiliates, officers, directors, owners, employees and agents ("Indemnitees"), harmless from and against any and all actions, judgments, claims, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs, even if incident to appellate, post-judgment, or bankruptcy proceedings) to which Indemnitees become subject, or that they incur arising from or relating in any manner, directly or indirectly, to your ownership or operation of your **CRUISE PLANNERS®** Business, including, without limitation, credit card disputes and chargebacks, other than those claims arising directly from our misconduct or gross negligence. You acknowledge and agree that your indemnification and hold harmless obligations under this Section shall survive the termination of this Agreement.

11. DEFAULT AND TERMINATION.

11.1 Default and Termination Provisions. We may immediately terminate this Agreement upon delivery of written notice of termination to you, and suspend our obligations—including, without limitation, all business development and coaching support, access to our technology resources and tools, —until (or if) such time as the default(s) has/have been resolved to our satisfaction, if:

11.1.1. You fail to complete Initial Training Program to our satisfaction, including, without limitation, not attending training within 2 training cycles after the Effective Date;

11.1.2. You surrender or transfer control of the operation of your **CRUISE PLANNERS®** Business without our prior written consent;

11.1.3. You (or any of your owners and/or Associates) made any material misrepresentation or omission in connection with your purchase of the **CRUISE PLANNERS®** Business;

11.1.4. You (or any of your owners and/or Associates) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony;

11.1.5. You (or any of your owners and/or Associates) engage in any dishonest, unethical or unprofessional conduct with us or any third party, which conduct may adversely affect the reputation of us or the **CRUISE PLANNERS®** Business or the goodwill associated with the Marks;

11.1.6. You (or any of your owners and/or Associates) make an unauthorized assignment of this Agreement or of an ownership interest in you (if a business entity) or any share or ownership interest in the **CRUISE PLANNERS®** Business;

11.1.7. You (or any of your owners and/or Associates) make any unauthorized use of, or disclose, any Confidential Information;

11.1.8. You fail to make payment of any amount due to us (under this Agreement or otherwise), to any affiliate of ours, or to any lender that has financed all or part of the initial franchise fee payable under Section 8.1, and do not correct such failure within 7 days after written notice of such failure is delivered to you;

11.1.9. Subject to our discretion, you fail to achieve \$15,000 or more in Departed Commissionable Revenue during any Fiscal Year during the Term;

11.1.10. You fail to pay when due any federal or state income, service, sales or other taxes due on the operations of your **CRUISE PLANNERS®** Business unless you are, in good faith, legally contesting your liability for such taxes;

11.1.11. You (or any of your owners and/or Associates) fail on 3 or more separate occasions within any period of 12 consecutive months to: (a) submit when due reports or other data, information or supporting records; (b) to pay when due any amounts due to us; or (c) to comply with this Agreement or any other agreement with us, whether or not such failures to comply were corrected after written notice of such failure was delivered to you;

11.1.12. You make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; or you consent to a receiver, trustee or liquidator for all or the substantial part of your property; or the franchise is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the franchise is not vacated within 30 days following the entry of such order; or you or any of your owners file bankruptcy or reorganization under applicable bankruptcy codes; or such is filed against you or them and is not dismissed within 30 days of filing;

11.1.13. You fail to honestly, accurately and without delay record any required information or data in our systems and as required by the System Standards;

11.1.14. You fail to market your travel business using the name **CRUISE PLANNERS®** exclusively;

11.1.15. You cease operations for more than six (6) months;

11.1.16. You conceal revenue; knowingly maintain false books or records; falsify information or otherwise defraud or make false representations to us; or, knowingly submit any substantially false report to us;

11.1.17. Any other agreement between you and us is terminated due to your breach of such agreement;

11.1.18. You do not renew the Franchise in accordance with Section 1.4; or

11.1.19. Except as provided above, for which we may immediately terminate this Agreement upon delivery of written notice to you, if you (or any of your owners and/or Associates) fail to comply with any other provision of this Agreement, or any other agreement with us, or our System Standards, and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you, we may terminate this Agreement.

11.2 Termination Notice Required by Law. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

11.3 Post-Termination Obligations. You shall complete all bookings in progress prior to the time of termination of this Agreement, or we will control all pending bookings upon the termination of this Agreement. You will not be compensated for pending bookings that we must complete because of or after the termination of this Agreement. If we terminated your access to our CRM system prior to completing your bookings, you shall manually complete same by timely transmitting information to us electronically or other means we deem appropriate. Within 5 working days of any termination of this Agreement, you must return to us, at your expense, anything we gave to you for the operation of your **CRUISE PLANNERS®** Business, irrespective of whether it is proprietary to us. Upon termination of this Agreement, you must immediately cease using any of our Marks and

cease and desist from representing yourself to the public as a **CRUISE PLANNERS®** franchisee or associating yourself with any of our Marks, including, without limitation, cancelling any social media pages or any other use of our Marks on the web, in print, or in any other media. We have the right to withhold payments to you under the terms of this Agreement until you comply with this provision. You must take all necessary action to cancel any assumed name or equivalent registration which contains the Mark "**CRUISE PLANNERS®**" or any other Mark, or any variant, within 15 days following termination of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "**CRUISE PLANNERS®**", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

11.4 Cumulative Remedies. Your and our rights and remedies under this Agreement are cumulative, and the exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement of any other right or remedy which either party is entitled by law to enforce.

12. TRANSFER.

12.1 Conditions for Transferring to a Third Party. We may freely transfer our rights and obligations under this Agreement. Your rights under this Agreement are transferable by you, subject to the conditions in this Section 12.1 and Section 12.2, but only if you give us reasonable written notice of not less than 30 days of the proposed transfer and the proposed transferee(s). In addition, we have the right to: (a) approve or disapprove the proposed transferee; (b) charge a ~~reasonable~~ transfer fee based on your sales volume, the transferee's travel agency experience, and our estimated or actual costs in effecting a transfer, including technology, administrative, approval and training costs (currently from \$695 to \$7,500, ~~based on factors such as the experience of the transferee and the complexity of the transfer~~) ~~to cover our costs associated with documenting the transfer, approving your transferee and training one transferee as we determine on a case-by-case basis~~; (c) charge our ~~standard fee for then-current~~ training fees for any additional ~~transferees~~ persons beyond one person; and (d) require the transferee to sign our then-current form of Franchise Agreement. Any proposed transfer is also subject to the transferee(s) successfully completing our Initial Training Program.

12.2 Transfer to a Business Entity. If you are in full compliance with this Agreement, you may transfer this Agreement to a business entity that conducts no business other than the **CRUISE PLANNERS®** Business and, if applicable, other **CRUISE PLANNERS®** Businesses so long as you own, control and have the right to vote all of its issued and outstanding ownership interests (like stock, membership interests or partnership interests) and you sign the Joinder at the end of this Agreement. All other owners are subject to our approval, and we reserve the right to require any new owner to complete our Initial Training Program. There are no charges for such transfer made within 90 days of the Commencement of Operations. After this 90-day grace period, you will pay us ~~an~~ administrative change fee (currently \$195). As with all amounts you owe us, we may setoff this fee against amounts we owe you. You must remain on the franchise as an owner for a period of at least 1 year after a new owner is added. Should you decide to transfer away your entire interest in the franchise before the 1-year period is over, we reserve the right to treat this as a transfer to a third party and charge the appropriate transfer fee as described in Section 12.1. The organizational or governing documents of the business entity must recite that the issuance and transfer of any ownership interests in the business entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the business entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that all proposed owners agree to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement by signing the Joinder at the end of this Agreement. Notwithstanding the foregoing, you or your owners may not consist of more than 2 individual parties at any time and the business entity (directly or indirectly) cannot have more than 2 owners, members, partners, or shareholders. At our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (such as articles of incorporation or organization and partnership, operating or shareholder agreements or similar documents).

12.3 Definition of a Transfer. In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

- a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest of a business entity;
- b) merger or consolidation or issuance of additional securities or other forms of ownership interest;
- c) any sale of a security convertible to an ownership interest;
- d) transfer of an interest in you or your owners, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, including, without limitation, in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;
- e) if you or one of your owners dies, or a transfer of an interest in you, this Agreement, the **CRUISE PLANNERS®** Business or substantially all of its assets, by will, declaration of or transfer in trust, or under the laws of intestate succession; or
- f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the **CRUISE PLANNERS®** Business, or your transfer, surrender, or loss of the **CRUISE PLANNERS®** Business's possession, control, or management.

12.4 No Encumbrance. You will have no right to pledge, encumber, hypothecate, or otherwise give a security interest in this Agreement, the franchise, the **CRUISE PLANNERS®** Business in any manner to any third-party person or entity without our prior written permission, which we may withhold for any reason.

12.5 Death or Disability. If you (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 their heir legal representative) must, within sixty (60) days of the date of death or disability, transfer their interest in the Franchise to another owner of Franchisee or a third party, in accordance with our transfer requirements above, which requirements shall include the provision by the transferee of all information requested by us and the execution by the transferee of an assumption agreement, in form and substance satisfactory to us, under which the transferee assumes all of the transferor's obligations under this Agreement. During this period, we shall have the exclusive right, in our sole discretion, to manage, reassign, or service any pending or future bookings previously assigned to or secured by you. We may, at our option, assign such bookings to another franchisee or handle them directly. All commissions derived from such bookings shall be retained by us unless we, in our sole discretion, elect to share a portion of such commissions with (i) your estate or legal representative, or (ii) another franchisee who assumes responsibility for servicing the bookings. Any such allocation shall be determined by us and shall not be subject to challenge or dispute by you, your estate, heirs, successors, or assigns. The terms "Disabled" or "Disability" means the inability of an individual, as a result of any cause, to perform his or her obligations under the Agreement for a continued period of more than ninety (90) consecutive days or for a period of more than ninety (90) days in any one hundred and eighty (180) day period. If we are not notified within sixty (60) days of the death or disability of an intention to transfer ownership interest in the Franchise, then after ninety (90) days from the date of death or disability, at our option, the Franchise will revert back to us, including, without limitation, all pending commissions, and/or will be subject to termination. This provision shall survive the termination of this Agreement and shall be binding upon your estate, heirs, successors, and assigns.

13. NOTICE; USE OF ELECTRONIC MAIL.

13.1 Requirements Regarding Notice. All notices shall be in writing, and such notices shall be deemed given when delivered in-person or when deposited in the United States mail, return receipt requested, or with a national overnight delivery service providing receipt of delivery to either party at the address provided in this Agreement, or at the time delivered via computer or facsimile transmission. We may deliver notices to you via electronic mail (which will be deemed in writing) at the email address we customarily use to communicate with

you. Email notices relating to this Agreement from you must also be sent to the email address for our General Counsel.

13.2 Use of Electronic Mail. You acknowledge and agree that exchanging information with us by email is efficient and desirable for day-to-day communications, and that we and you may use email for such communications. You authorize the transmission of emails by us and our employees, suppliers, and affiliates ("Official Senders") to you during the Term. You further agree that: (a) Official Senders are authorized to send emails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of emails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive emails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive emails from Official Senders during the Term.

14. MISCELLANEOUS.

14.1 Joint and Several Liability; Joinder. If Franchisee consists of more than one owner, all such persons are jointly and severally liable for Franchisee's liabilities and obligations under this Agreement. Each of Franchisee's legal and beneficial owners shall sign the Joinder at the end of this Agreement, whereby each of such owners agrees, among other things, that he or she is bound by all the terms of this Agreement as if he or she were Franchisee hereunder, and agrees that he or she is jointly and severally liable with the other owners and Franchisee for all of Franchisee's obligations under this Agreement. The parties are executing and delivering this Agreement on the Effective Date.

14.2 Guarantee. THE UNDERSIGNED INDIVIDUALS, REGARDLESS OF ANY CAPACITY CLAIMED IN THE FRANCHISEE COMPANY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTEE PERFORMANCE AND PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

14.3 Entire Agreement. This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between you and us, and supersede any and all prior negotiations, understandings, representations, and agreements, except the representations made to you in our Franchise Disclosure Document (including its exhibits and any updates or amendments).

14.4 No Authority to Contract. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of any such action; nor shall we be liable by any reason of any act or omission of yours in the operation of the **CRUISE PLANNERS®** Business, or for any claim or judgment arising therefrom against you or us.

14.5 Choice of Law; Forum for Disputes; Mandatory Mediation; Attorneys' Fees and Costs. Except as required by applicable law, this Agreement shall be governed by the laws of the State of Florida without reference to choice of law or choice of forum rules, and the state and federal courts nearest to our principal place of business in and for Broward County, Florida shall be the sole and only forum for settling any disputes between you and us. Except for actions for temporary, preliminary, or permanent injunctive relief, and/or actions to collect past due fees, that we initiate against you, the parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be promptly submitted to [Judicial Arbitration and Mediation Services, Inc. \("JAMS"\)](#), or its successor, for mediation. If the parties fail to agree on a mediator in advance of initiating mediation proceedings, a single mediator will be appointed by JAMS pursuant to the JAMS Mediation Rules and Procedures. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Except as provided herein, at no time prior to the conclusion of the mediation proceedings shall either party initiate litigation of any claims or controversies required to be submitted to mediation pursuant to the terms of this Section 14.4. If the matter is not resolved through mediation, either party may initiate litigation subject to the terms in this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the

mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including, without limitation, impeachment, in any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the initiation date of the mediation proceedings. In the event of any litigation between you and us or relating to this Agreement, the prevailing party shall be awarded its costs and expenses thereof including, without limitation, reasonable attorneys' fees, expert witness fees costs of investigation and proof of facts, court costs and filing fees, and other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing, or proceeding to enforce this Agreement in any judicial proceeding or appeals.

14.6 Waiver of Class Actions. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SALE OF THE **CRUISE PLANNERS®** BUSINESS WILL BE CONDUCTED ON AN INDIVIDUAL, AND NOT A CLASS-WIDE, BASIS AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S LEGAL AND BENEFICIAL OWNERS, DIRECTORS, OFFICERS, MEMBERS AND SHAREHOLDERS, AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

14.7 Waiver of Jury Trial. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for any claims arising out of this Agreement, whether now existing or arising in the future.

14.8 Punitive Damages. In no event will we be liable to you for punitive, special, consequential or exemplary damages including, without limitation, lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of the Franchise or non-grant of a successor franchise. In any action arising out of or relating to this Agreement, any breach or termination of this Agreement, any non-renewal of the Franchise or non-grant of a successor franchise, you shall be limited to recovering your actual damages only.

14.9 Severability. If there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence, or clause of this Agreement is held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

14.10 Waiver and Delay. No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant, or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant, or condition of this Agreement.

14.11 Our Withholding of Consent – Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim, or defense. Your sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

14.12 Survival. Any provision of this Agreement which imposes an obligation following the termination of this Agreement will survive the termination of this Agreement, and will continue to be binding upon the parties to this Agreement.

14.13 Acceptance of Agreement. This Agreement is subject to acceptance by us at our principal place of business via execution by our duly authorized officer and is subject to our collecting the initial franchise fee. This Agreement may only be modified in writing and signed by you and us.

ACKNOWLEDGED, EXECUTED AND AGREED:

FRANCHISEE: _____ {Name of Business Entity if Applicable} _____ Signature Print Name: _____ Title (if applicable): _____ Franchisee Address: _____ _____ Email: _____ Phone Number: _____ Dated: _____	FRANCHISOR: CP Franchising, LLC a Delaware limited liability company _____ Signature Michelle Fee Chief Executive Officer Dated: _____ (EFFECTIVE DATE)
--	---

Notice to Ohio Franchisee Only

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

JOINDER

The parties below constitute all Franchisee's beneficial and legal owners. Each of such parties agrees that he or she is jointly and severally liable with each other and Franchisee for all Franchisee's obligations and representations under this Agreement, as modified from time to time with or without that party's consent thereto and is personally bound by all the terms thereof as if he or she were Franchisee thereunder, as well as agrees to be bound by all confidentiality and competitive restrictions in Sections 6 and 7 of the Agreement hereof.

_____ Signature Print Name: _____ Ownership Percentage: _____ %	_____ Signature Print Name: _____ Ownership Percentage: _____ %
--	--

Addendum 1



REWARDS PROGRAM ADDENDUM

THIS FRANCHISE AGREEMENT ADDENDUM (“Addendum”) amends the terms of the Franchise Agreement (“Agreement”) by and between CP Franchising, LLC (“CP”) a Delaware limited liability company (“Franchisor”), and

(“Franchisee”). Franchisee has been provided the opportunity to participate in the Cruise Planners® Rewards Program for any franchise purchased at the total Initial Franchise Fee of \$6,995 or higher pursuant to the following terms and conditions:

1. Franchisee shall be entitled to a cash reward upon reaching a certain level of “Qualifying Revenue.” Qualifying Revenue means the total Gross Commissionable Fares and their associated commissions received by Home Office within the First Fiscal Year for travel sales that have departed on or before the anniversary of the Commencement of Operations. The cash reward is contingent upon (1) Franchisee’s completion of training, (2) Franchisee’s compliance with the Agreement through the First Fiscal Year, and (3) Franchisee’s full payment of the Initial Franchise Fee. Franchisee shall be entitled to the applicable cash reward indicated in the table below based on the level of Departed Commissionable Revenue attained in the First Fiscal Year:

Cruise Planners Rewards Program	
Departed Commissionable Revenue	Cash Reward
\$50,000 - \$99,000	\$1,000
\$100,000 - \$149,999	\$2,500
\$150,000 +	\$4,000

2. ~~Cruise Planners~~ **CRUISE PLANNERS**® Rewards Program is based on your Departed Commissionable Revenue for your First Fiscal Year. Your Qualifying Revenue will be assessed two (2) months after the anniversary of the Commencement of Operations (“Measurement Date”). If Franchisee meets any of the above-described thresholds, the corresponding cash reward will be payable to Franchisee on the commission run following the Measurement Date.

3. Franchisee agrees to keep the terms of this Addendum strictly confidential except to Franchisee’s spouse, tax advisor, and/or attorney. Should Franchisee divulge the terms of this Amendment to any third party other than Franchisee’s spouse, tax advisor, or attorney, Franchisee agrees to pay Franchisor as liquidated damages, and not as a penalty,

a sum equal to the Initial Franchise Fee paid by Franchisee.

4. All terms that are capitalized herein and not defined herein shall have the same meaning as set forth in the Agreement. The terms in this Addendum shall control over any inconsistent language in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the ~~Cruise Planners~~CRUISE
PLANNERS® Rewards Program Addendum on _____, 20__.

FRANCHISEE:

Signature

By: _____
Print Name

Its: _____
Print title (if any)

FRANCHISOR:

CP FRANCHISING, LLC., a
Delaware limited liability company

By: _____
Its: _____

Addendum 2



CRUISE PLANNERS® VETERANS PROGRAM ADDENDUM

THIS VETERANS PROGRAM ADDENDUM (“Addendum”) amends the terms of the Franchise Agreement (“Agreement”) by and between CP FRANCHISING, LLC, a Delaware limited liability company (“Franchisor”) and {_____} (“Franchisee”). The parties desire to amend the Agreement as set forth below.

1. The Initial Franchise Fee for a New Travel Advisor will be discounted by \$4,000.
2. Franchisee acknowledges that the terms of this Addendum are not indicative of, and may not be relied upon to influence, the position Franchisor will take on any future requests to amend the terms of the Agreement. Franchisee further acknowledges that Franchisor in the future may enter into franchise agreements with Franchisee, Franchisor’s other franchisees, and/or the owners of Franchisee or Franchisor’s other franchisees, on terms and conditions different from those set forth in the Agreement and this Addendum.
3. All terms that are capitalized herein and not defined herein shall have the same meaning as set forth in the Agreement. The terms of this Addendum shall control over any inconsistent language in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum _____, 20__.

FRANCHISOR:

CP FRANCHISING, LLC., a Delaware limited liability company

By: _____
Its: _____

FRANCHISEE:

Signature

By: _____
Its: _____

Addendum 3

RESTRICTED DOMAIN NAMES AGREEMENT

THIS RESTRICTED DOMAIN NAMES AGREEMENT ("Agreement") is made and entered into effective the date set forth below ("Effective Date"), by and between CP Franchising, LLC dba Cruise Planners, a limited liability company organized under the laws of the State of Delaware, U.S.A., with its principal office and place of business in Coral Springs, Florida (hereinafter referred to as "Licensor"), and the other party signing below (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee are, contemporaneously with this Agreement, entering into a franchise agreement to operate a Cruise Planners® travel advisor franchise (the "Business") and for the use of Licensor's trademarks (as amended and/or renewed from time to time, the "Franchise Agreement"); and

WHEREAS, Licensor is the owner of certain trademarks, including the word mark "Cruise Planners" registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, the parties hereto desire to set forth the terms, procedures and conditions pertaining to (i) a license for use by Licensee and prohibition of registration by Licensee of any web uniform resource locator or web domain name in any country worldwide containing the word "Cruise Planners" or "CP" (including any such web domain name using such words or trademarks or any reasonably confusing variation thereof is referred to herein as a "Restricted Domain Name");

NOW, THEREFORE, it is agreed as follows:

1. During the term of the Franchise Agreement, Licensee shall not, nor shall it authorize any associate, or any affiliate, entity, or person over which it has direct or indirect control (collectively, "Affiliate"), to register any Restricted Domain Name worldwide. Any Restricted Domain Name that Licensee or any Affiliate has registered or will register after the Effective Date shall be unconditionally transferred to Licensor without compensation to Licensee or such Affiliate not later than thirty (30) days following the termination of the Franchise Agreement.
2. Licensee shall inform Licensor in writing of any Restricted Domain Name that Licensee would like to use directly in connection with the Business pursuant to the Franchise Agreement, including any Restricted Domain Name that it wishes to secure for protective reasons to direct web traffic to Licensee's primary website featuring the Cruise Planners® brand products and services. For each requested Restricted Domain Name registration, Licensee must complete, sign and provide to Licensor, in the manner required by Licensor, a Request for Registration of Restricted Domain Name using Licensor's then-current form(s), which Licensor may change from time to time without providing prior notice to Licensee. Licensor's current Request for Registration for Restricted Domain Name is attached as Exhibit 1 for illustration purposes only. If the Restricted Domain Name is registrable, and is approved by Licensor, Licensor will seek registration and will inform Licensee when registration has been secured by Licensor. Licensee shall promptly reimburse Licensor for all costs of registration and maintaining registration of such transferred or newly registered Restricted Domain Name so long as Licensee's license to use same shall remain in effect. Any Restricted Domain Name registered by Licensor at Licensee's request for protective reasons to direct web traffic to Licensee's primary website featuring the Cruise Planners® brand products and services shall not be used in any manner other to direct web traffic as indicated above (such as to display any independent content or function), without Licensor's prior written consent.
3. Licensor, as the owner of any Restricted Domain Name transferred to it by Licensee as provided above, and as the owner of any Restricted Domain Name registered by Licensor pursuant to request by Licensee as provided above, hereby grants to Licensee the exclusive right to use such Restricted Domain Name subject to the terms and conditions hereinafter set forth. As the owner of every Restricted Domain Name, Licensor shall have exclusive control over the ownership of same through confidential password or account number. Subject to the terms and

conditions stated herein, so long as the license to Licensee for the Restricted Domain Name stated in this Section remains in effect, Licensee may be designated as the "Technical Contact" in the Restricted Domain Name registration and shall have exclusive responsibility and control over content displayed for such Restricted Domain Name, except that Licensor reserves the right to modify content that is described herein. Licensor may from time to time designate additional procedures or documentation required of Licensee in order to carry into effect the terms and intent of this Agreement and Licensee shall promptly comply with such requests.

4. Promptly upon Licensor's request, Licensee agrees to conspicuously display on the home page of its website the following text: "Cruise Planners" marks are registered trademarks of Licensor and the use of same herein is undertaken pursuant to the Franchise Agreement. Licensee will promptly comply with Licensor requests for proper usage and style of Licensor's trademarks used by Licensee on such website and to place additional content on such website for the protection of Licensor's trademarks and other intellectual property.

5. Licensor may at any time terminate the license stated in paragraph 3 by written notice to Licensee, stating the effective date of termination, (i) for failure of Licensee to comply with any of the terms and conditions of this Agreement, (ii) if any representation or warranty of Licensee in this Agreement or in any Licensee Request for Registration of Restricted Domain Name is false or misleading, (iii) if Licensee (a) permits the use of any of Licensor's trademarks on or in connection with any product or service other than the Cruise Planners® brand products and services covered by the Franchise Agreement or (b) engages in any act or omission which may diminish or impair the goodwill, name or reputation of either Licensor or its trademarks in Licensor's judgment, or (iv) if Licensor determines, in its sole discretion, that Licensee's website, or any website linked to a Restricted Domain Name hereunder, contains pornographic or obscene materials; slanderous statements; material associated with other manufacturers of work wear; advertising which is inconsistent with the Licensor's brand strategy; unlawful material, including, without limitation, material that infringes the trademark, copyrights, or intellectual property rights of a third party, or any other type of material objectionable to Licensor. The license stated in paragraph 3 shall automatically terminate effective on the date of any termination of the Franchise Agreement.

6. Unless otherwise permitted under the Franchise Agreement, without the prior written consent of Licensor, Licensee shall not voluntarily or by operation of law assign or transfer this Agreement or any of Licensee's rights, duties, or interests thereunder.

7. All notices between the Licensor and Licensee shall be in writing by email, certified mail, or reputable overnight courier, addressed to Licensee or Licensor at the respective addresses set forth in the Franchise Agreement or provided by the parties from time to time, as applicable, and shall be effective upon receipt.

8. In the event Licensor or Licensee shall commence any action or proceeding against the other by reason of any breach or claimed breach of the performance of any of the terms or conditions of this Agreement, or to seek a judicial declaration of rights hereunder, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees to be fixed by the trial court. In any legal action or proceeding brought in which any right or obligation arising from this Agreement is an issue, the law applicable thereto shall be the law of the State of Florida, and such legal action or proceeding shall be brought only in a court of competent jurisdiction in Broward County, Florida.

9. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and no modifications or revisions thereof shall be of any force or effect unless the same are in writing and executed by the parties hereto. This Agreement supersedes any prior or contemporaneous written or oral agreement concerning the subject matter hereof. To the extent of any conflict between this Agreement, as to the subject matter hereof, and the Franchise Agreement, the terms of this Agreement shall control.

{Signatures on next page}

Licensor:

By: _____
Name: _____
Title: _____

Licensee:

By: _____
Name: _____
Title: _____

Exhibit 1

Request for Registration of Restricted Domain Name

TO:

Licensee hereby requests that Licensor register the following Restricted Domain Name(s): {include one or more of the following alternatives, as applicable}

“_____ .com”

Licensee represents and warrants that the following Restricted Domain Name(s) will be used exclusively by Licensee in connection with its only website featuring Cruise Planners® brand products and services.

“_____ .com”

Licensee represents and warrants that the Restricted Domain Name(s) will contain no content, and will be used exclusively by Licensee to direct web traffic to its website featuring Cruise Planners® brand, products, and services.

Licensee requests that the following person or entity be designated at the “Technical Contact” for such Restricted Domain Name(s):

Confirm:

Licensee represents and warrants to Licensor that Licensee and its Affiliates do not currently maintain registration of any other Restricted Domain Name(s). _____

This Licensee Request for Registration of Restricted Domain Name is delivered by Licensee to Licensor pursuant to and subject to that certain Restricted Domain Names Agreement between Licensee and Licensor. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Restricted Domain Names Agreement or the Franchise Agreement. _____

Licensee:

{Printed Name of Licensee}

By:

Name: _____

Title: _____

EXHIBIT B
FINANCIAL STATEMENTS

CP Franchising, LLC

(A Limited Liability Company)

Financial Statements

December 31, 2024 and 2023

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Independent Auditor's Report

To the Board of Directors and Shareholders of
CP Franchising, LLC

Opinion

We have audited the financial statements of CP Franchising, LLC, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, member's 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 CP Franchising, LLC as of December 31, 2024 and 2023, 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 CP Franchising, LLC 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.

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 CP Franchising, LLC's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

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 CP Franchising, LLC'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 CP Franchising, LLC'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.

CohnReznick LLP

Melville, New York
April 17, 2025

CP Franchising, LLC
(A Limited Liability Company)

Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current assets:		
Cash	\$35,064,739	\$32,141,425
Accounts receivable, net of allowance for credit losses of \$156,000 and 204,892, respectively	20,726,911	21,304,399
Other receivable	663,331	1,324,875
Other current assets	2,231,183	858,125
Investments	16,178,408	8,683,492
Total current assets	74,864,572	64,312,316
Furniture and equipment, net	675,892	946,450
Other assets:		
Operating ROU asset	1,611,233	2,005,859
Other	52,847	55,346
Due from related party	191,993	265,262
	\$77,396,537	\$67,585,233
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	\$20,911,269	\$19,276,104
Accrued expenses	6,841,832	5,288,573
Current portion of deferred revenue	5,727,761	5,075,057
Short-term lease liability	453,670	440,456
Total current liabilities	33,934,532	30,080,190
Long-term liabilities:		
Deferred revenue, net of current portion	2,279,507	2,139,629
Long-term lease liability, net of current portion	1,346,870	1,769,744
Total long-term liabilities	3,626,377	3,909,373
Total liabilities	37,560,909	33,989,563
Commitments and contingencies		
Member's equity	39,835,628	33,595,670
	\$77,396,537	\$67,585,233

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Income
Years Ended December 31, 2024 and 2023

	2024	2023
Revenue:		
Commissions revenues from travel sales, net	\$ 28,422,136	\$ 24,883,281
Franchise fee and other franchise related revenue	8,704,045	7,641,531
Volume-based commission revenue	13,173,097	14,525,290
Marketing revenue	11,167,518	10,145,016
Other revenue	1,314,759	3,140,782
Total revenue	62,781,555	60,335,900
Cost of revenue	11,263,600	10,921,526
Gross profit	51,517,955	49,414,374
Operating and administrative expenses	23,198,416	19,665,354
Depreciation and amortization	382,728	460,123
	23,581,144	20,125,477
Operating income	27,936,811	29,288,897
Financial income:		
Interest income, net	1,913,547	979,935
Other income	66,679	121,316
	1,980,226	1,101,251
Net income	\$ 29,917,037	\$ 30,390,148

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Member's Equity
Years Ended December 31, 2024 and 2023

Balance, January 1, 2023	\$ 23,109,332
Net income	30,390,148
Distributions to member	(19,903,810)
Ending balance, December 31, 2023	33,595,670
Net income	29,917,037
Distributions to member	(23,677,079)
Ending balance, December 31, 2024	<u>\$ 39,835,628</u>

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)
Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Net income	\$ 29,917,037	\$ 30,390,148
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	382,728	460,123
Amortization, deferred financing costs	2,500	2,500
Amortization, non-cash operating lease costs	(15,034)	2,859
Bad debt expense	127,981	98,752
Amortization of discount on investments	203,384	(24,323)
Changes in assets and liabilities:		
Accounts receivable, net	449,506	(4,707,257)
Other receivable	661,544	-
Other assets	(1,373,058)	214,943
Accounts payable	1,635,165	3,337,263
Accrued expenses	1,553,259	1,870,540
Deferred revenue	792,582	1,905,560
Net cash provided by operating activities	34,337,595	33,551,108
Cash flows from investing activities:		
Purchases of furniture and equipment and capitalized software	(119,484)	(58,893)
Due from related party	(288,365)	(256,879)
Proceeds from related party	368,947	204,644
Net cash used in investing activities	(38,902)	(111,128)
Cash flows from financing activities:		
Distributions to member	(23,677,079)	(19,903,810)
Proceeds from maturity of treasury bills	16,650,000	-
Investment in treasury bills	(24,348,300)	(8,659,169)
Net cash used in financing activities	(31,375,379)	(28,562,979)
Net increase in cash	2,923,314	4,877,001
Cash and cash equivalents:		
Beginning	32,141,425	27,264,424
Ending	\$ 35,064,739	\$ 32,141,425

See notes to financial statements.

Note 1. Nature of Business and Summary of Significant Accounting Policies

Nature of business: CP Franchising, LLC dba Cruise Planners (the Company) was organized in the State of Delaware as a limited liability company on July 25, 2005, to operate as a franchisor of home-based travel agencies.

The Company uses its network of franchisees to sell travel throughout the United States. The Company secures travel arrangements for its franchisees' customers through its www.cruiseplanners.com website and sells travel agent franchises through its <http://www.cruiseplannersfranchise.com> website.

A summary of the Company's significant accounting policies follows:

Accounting 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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition: The Company has four primary sources of revenue: commissions related to travel and ancillary services, volume-based programs, franchise sales and advertising. Commissions revenue related to travel are recognized 75 days from travel start date (the period when travel is no longer cancelable without penalty). Commissions related to ancillary services (such as selling travel insurance and air) are recognized when the sales are made, and the service is no longer cancelable without penalty. The Company accounts for these revenues and expenses under the agent method, which the commission earned from travel sales is recorded net in the statements of income. Revenues from volume-based programs, commonly referred to as override commissions, are recorded when it is determined to be realizable which occurs upon notification by the supplier that the incentive was achieved. Revenues from sales of franchises have two performance obligations: the intellectual property and training. The intellectual property performance obligations are recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the estimated useful life of the contract by type for a maximum period of 6.6 years. The training performance obligations are recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. The Company receives cooperative advertising revenue from various contracts and agreements it has with its travel suppliers. Most of the revenue included within other revenue is derived from packaged vacations in which the Company accounts for these revenues upon fulfillment of the obligation which is normally when the tour occurs.

Cash and cash equivalents: Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents. Cash and cash equivalents consists primarily of cash on deposit. For 2023, Cash and cash equivalents also included held-to-maturity debt securities that are readily convertible into cash and purchased with maturities of three months or less. The Company maintains its cash at one financial institution which, at times, may exceed federally insured amounts. The Company has not experienced any losses in such accounts. Total amount of cash in excess of federally insured limits in the amount of approximately \$19,250,765 and 16,021,796 on December 31, 2024 and 2023, respectively.

Accounts receivable: Accounts receivable are primarily comprised of receivables from travel suppliers for commissions earned on travel, advertising reimbursements, and other receivables. Expected credit losses are not measured for groups of financial assets whose historical credit loss information adjusted for current conditions and reasonable forecasts results in an expectation that nonpayment of the amortized cost basis is at or near zero.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for receivables held at December 31, 2024 and 2023 because the composition of the receivables at that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). The Company has tracked historical loss information for its receivables from franchisees and others and compiled historical credit loss percentages for different aging categories (current through 90 days past due and more than 90 days past due). Based on historical information, the Company has reserved as of December 31, 2024 and 2023, respectively, 100% in both years of invoices more than 90 days, respectively. Management developed this estimate based on its knowledge of past experiences. As of January 1, 2023, accounts receivable was \$16,202,492. As a result, management applied the applicable updated credit loss rates to determine the expected credit loss. Accordingly, the allowance for expected credit losses related to accounts receivable at December 31, 2024 and 2023, totaled \$156,000 and \$204,892, respectively.

The Company's allowance for expected credit losses represents its estimate of expected credit losses related to commissions earned, advertising reimbursements, and other receivables. To estimate its allowance for credit losses, the Company leverages information on historical losses and current conditions, and reasonable and supportable forecasts of future conditions.

Property and equipment: Furniture and equipment is stated at cost. Amortization of leasehold improvements is over the shorter of the asset's estimated useful life or term of the lease and is included in depreciation expense on owned assets. Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Internally developed software	3
Leasehold improvements	10
Computer equipment	3-5
Furniture and fixtures	7

Repairs and maintenance are charged to operations when incurred. Betterments, renewals and purchases of more than \$1,000 are capitalized. When long-lived assets are sold or otherwise disposed of, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operating income.

Intangible assets: Intangible assets consist of the Company's trademarks, non-compete agreements, cruise line and franchise relationships, which are amortized on a straight-line basis over their estimated useful lives, which range from one to 10 years.

Impairment of intangible assets and other long-lived assets: The Company evaluates the recoverability of its long-lived assets, including amortizable intangible assets and goodwill, if circumstances indicate impairment may have occurred. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value. No impairment charges were recorded during the years ended December 31, 2024 and 2023.

Income taxes: The Company is a Delaware limited liability company for federal income tax purposes, in accordance with the applicable provisions of the Internal Revenue Code (IRC). Accordingly, the Company is not subject to income taxes and no provision or liability for income taxes has been recognized in the accompanying financial statements. The Company's state income tax returns for 2020, 2021 and 2022 are still subject to examination and management continually evaluates expiring statutes of limitations, audits, proposed settlements changes in tax law and new authoritative rulings.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that required adjustment to the financial statements.

Commissions payable: Commissions payable to franchisees for travel sold are recognized 75 days from travel start date. Agent commission expense is calculated as the expected commissions payable to franchisees on travel purchased by the passenger. Commissions are payable to franchisees on the travel start date. Commissions payable of \$20,288,287 and \$18,972,548 are included within accounts payable on the accompanying balance sheets as of December 31, 2024 and 2023, respectively.

Advertising: Advertising costs are expensed as incurred. Advertising expense amounted to \$3,530,339 and \$3,271,848 for the years ended December 31, 2024 and 2023, respectively.

Deferred revenue: The Company has three primary sources of deferred revenue: commissions related to travel and ancillary services, franchise sales, ancillary services and advertising. Deferred commissions revenue related to travel will be deferred when money is received until 75 days prior to travel when the trip is no longer cancelable without significant penalty. Deferred Franchise fees are deferred until the performance obligations are met. The Company recognizes initial franchisee revenue using two performance obligations; 1) intellectual property; and 2) initial franchise training. The intellectual property performance obligation is recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract. The life of the contract was determined by a contract life study by franchise type. The training performance obligation is recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. Deferred revenue from other franchise ancillary fees and advertising are in deferred revenue until services are provided. Deferred revenue as of January 1, 2023, December 31, 2024 and 2023 was \$5,309,126 (\$3,508,894 short-term and \$1,800,232 long-term), \$8,007,268 (\$5,727,761 short-term and \$2,279,507 long-term) and \$7,214,686 (\$5,075,057 short-term and \$2,139,629 long-term), respectively.

Operating Lease: The Company accounts for its leases under ASC *Topic 842 Leases*. The Company has one lease for the office space that is disclosed in the accompanying balance sheets as Operating right-of-use ("ROU") assets, and short-term and long-term lease liabilities. The process to determine if an arrangement is a lease is made at the lease's commencement date. Under ASC 842, a contract is (or contains) a lease if it provides the right for the lessee to control the use of the asset for a period in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all the economic benefits from the use of the asset and the right to direct the use of the asset. The Company only performs a reassessment if the terms of the contract changes.

The Company determines an appropriate discount rate to apply when determining the present value of the remaining lease payments for purposes of measuring or remeasuring lease liabilities. As the rate implicit in the lease is generally not readily determinable, the Company has elected to use risk-free rates as the discount rate for all its leases. The Company uses rates on U.S. government securities for periods comparable with lease terms as risk-free rates.

Investments in held-to-maturity securities: The Company classifies its debt securities as "held-to-maturity" and are recorded at amortized cost, these investments are treasury bills and the Company does not expect any credit losses. Losses attributable to credit losses are recorded as an allowance for available for sale credit losses. Losses attributed to other factors are recorded to other comprehensive income. Held-to-maturity securities with terms over three months but with maturity within three months from December 31, 2024 total \$8,585,000. For 2023, all held-to-maturity securities with maturity within three months were classified in cash and cash equivalent, term for those securities were three months or less.

Note 2. Accounts Receivable

Accounts receivable consisted of the following as of December 31:

	2024	2023
Commissions receivable	\$ 14,447,940	\$ 13,341,273
Override receivable	4,620,381	6,685,695
Advertising reimbursements	1,404,493	1,033,470
Other	410,097	448,853
Total accounts receivable	20,882,911	21,509,291
Less allowance for credit losses	(156,000)	(204,892)
Accounts receivable, net	\$ 20,726,911	\$ 21,304,399

Net revenues for the year ended December 31, 2024 and 2023, include sales to a major customer, who accounts for more than 10% and 11% of revenue (excluding Franchise fee and other franchise related revenue), respectively. The receivables due from this customer were approximately 9% and 14% of total accounts receivable as of December 31, 2024 and 2023, respectively.

Note 3. Property and equipment

Property and equipment consisted of the following as of December 31:

	2024	2023
Internally developed and purchased software	\$ 2,253,477	\$ 2,154,952
Leasehold improvements	930,348	930,348
Computer and equipment	679,460	658,501
Furniture and fixtures	611,860	611,861
	4,475,145	4,355,662
Less accumulated depreciation	3,799,253	3,409,212
	\$ 675,892	\$ 946,450

Depreciation expense for the years ended December 31, 2024 and 2023, amounted to \$382,728 and \$460,123, respectively.

Note 4. Held-to-maturity debt securities

	2024	2023
Held-to-maturity debt securities at cost	\$15,975,024	\$ 8,659,169
Amortization	203,384	24,323
Held-to-maturity debt securities at amortized cost	\$16,178,408	\$ 8,683,492

Held-to-maturity debt securities are carried in the balance sheet at amortized cost. Amortization of \$203,384 and \$24,323 for the years ended December 31, 2024 and 2023, respectively, is included in interest income in the accompanying statements of income. The realized gain in Held-to-maturity debt securities for December 31, 2024 and 2023 amounted to \$508,473 and \$0, respectively. The held-to-maturity debt securities are comprised of U.S. Treasury bills which mature in 2025.

Note 5. Line of Credit

Effective September 19, 2022, the Company renewed the revolving line of credit for an additional three-year term for borrowings up to a maximum of \$3,000,000. Borrowings bear interest at Prime Rate minus 1.00% (7.5% as of December 31, 2024). Under the terms of the line of credit agreement, the Company is required to maintain various financial and other covenants. The line of credit is collateralized by substantially all of the assets of the Company. The Company is in compliance with financial covenants for the loan. There were no outstanding borrowings on the line of credit as of December 31, 2024 and 2023.

Note 6. Commitments, Contingencies and Other Matters

Litigation: The Company is subject to various legal proceedings and claims, which arise in the ordinary course of its business. Any litigation is vigorously defended by the Company and, in the opinion of management, based on consultation with external legal counsel, any potential outcome of such litigation would not materially affect the Company's financial position or results of operations.

Lease: The Company leases their corporate headquarters under an operating lease with a specific expiration date. All contracts that implicitly or explicitly involve property, plant and equipment are evaluated to determine whether they are or contain a lease. Rental payments on the lease provide for fixed minimum payments that increase over the lease term at predetermined amounts.

At lease commencement, the Company recognizes a lease liability, which is measured at the present value of future lease payments, and a corresponding right-of-use asset equal to the lease liability, adjusted for any prepaid lease costs, initial direct costs and lease incentives. The Company has elected and applies the practical expedient available to lessees to combine non-lease components with their related lease components and account for them as a single combined lease component for all its leases. The Company remeasures lease liabilities and related right-of-use assets whenever there is a change to the lease term and/or there is a change in the amount of future lease payments, but only when such changes do not qualify to be accounted for as a separate contract.

The Company determines an appropriate discount rate to apply when determining the present value of the remaining lease payments for purposes of measuring or remeasuring lease liabilities. As the rate implicit in the lease is generally not readily determinable, the Company has elected to use risk-free rates as the discount rate for all its leases. The Company uses rates on U.S. government securities for periods comparable with lease terms as risk-free rates.

For accounting purposes, the Company's leases commence on the earlier of (i) the date upon which the Company obtains control of the underlying asset and (ii) the contractual effective date of a lease. Lease commencement for most of the Company's leases coincides with the contractual effective date. The Company's leases generally have minimum base terms with renewal options or fixed terms with early termination options. Such renewal and early termination options are exercisable at the option of the Company and, when exercised, usually provide for rental payments during the extension period at then current market rates or at pre-determined rental amounts. Unless the Company determines that it is reasonably certain that the term of a lease will be extended, such as through the exercise of a renewal option or non-exercise of an early termination option, the term of a lease begins at lease commencement and spans for the duration of the minimum non-cancellable contractual term. When the exercise of a renewal option or non-exercise of an early termination option is reasonably certain, the lease term is measured as ending at the end of the renewal period or on the date an early termination may be exercised.

Note 6. Commitments, Contingencies and Other Matters (Continued)

As of December 31, 2024 and 2023, the weighted-average remaining lease term of the Company's operating leases is 3.9 and 4.9 years, respectively. The weighted-average discount rate for operating leases is 1.55% for each of December 31, 2024 and 2023.

	2024	2023
Lease Expense:		
Operating lease expense	\$ 425,422	\$ 430,487

	2024	2023
Cash Paid for amounts included in the measurement of lease liabilities:	\$ 440,456	\$ 427,628

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2024, are as follows:

Years ending December 31:	
2025	\$ 453,670
2026	467,280
2027	481,299
2028	453,293
Total lease payments	\$ 1,855,542
Less: interest	(55,002)
Present value of lease liabilities	\$ 1,800,540
Less: current portion of lease liability	(453,670)
Noncurrent portion of total lease liability	\$ 1,346,870

Note 7. Retirement Plan

The Company maintains a defined contribution 401(k) profit sharing plan covering all eligible employees who have completed minimum service requirements. The plan provides for a discretionary profit-sharing contribution and deferral contributions allowable under code section 401(k) of the IRC. The Company's contributions vest 0% in year one and 20% every year until fully vested after six years. During 2023, the Company matched the employee contribution 50% of up to 6%. Effective January 1, 2024, The Company transitioned their 2024 contributions of the 401(k) profit sharing plan to the 401K Plan to a "safe harbor 401(k) plan." The Company makes safe harbor matching contributions equal to 100% of participant salary deferrals that do not exceed 4% of compensation. The safe harbor matching contribution is fully vested and is referred to as a Safe Harbor Contribution. The Company recognized contribution expense during the years ended December 31, 2024 and 2023 of \$249,226 and \$139,981, respectively.

Note 8. Related Party Transactions

The Company has an unsecured receivable from an entity under common ownership which totaled \$191,993 and \$265,262 as of December 31, 2024 and 2023, respectively, that is due on demand with no specific repayment terms.

Note 9. Employee Retention Credit

ERC (Employee retention credit) provides eligible employers a refundable tax credit against the employer's share of social security taxes. During 2021, the United States government passed additional provisions that extended and expanded the qualified wage caps on these credits through December 31, 2021. The ERC is equal to 70% of qualified wages paid to employees during calendar 2021 for a maximum credit per employee of \$7,000 per quarter. During the year ended December 31, 2021, the Company claimed ERCs of approximately \$1.8 million related to qualified credits from Q1 through Q3 2021. The remaining amount of \$663,331 not received as of December 31, 2024 is expected to be settled and is recorded within other receivable on our balance sheet.

Note 10. Subsequent Events

Management has assessed subsequent events through April 17, 2025, the date on which the financial statements were available to be issued.

CP Franchising, LLC

(A Limited Liability Company)

Financial Statements

December 31, 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Shareholders of
CP Franchising, LLC

Opinion

We have audited the financial statements of CP Franchising, LLC, which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of operations, member's 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 CP Franchising, LLC as of December 31, 2022, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CP Franchising, LLC 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.

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 CP Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' 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 auditors' 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 CP Franchising, LLC'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 CP Franchising, LLC'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.

Adoption of New Accounting Standard

As discussed in Note 6 to the financial statements, the Company changed its method of accounting for leases due to the adoption of ASU No. 2016-02, Leases (Topic 842), as amended, effective January 1, 2022, using the modified retrospective method.

Marcum LLP
Fort Lauderdale, FL
March 27, 2023

CP Franchising, LLC
(A Limited Liability Company)

Balance Sheets
December 31, 2022, 2021 and 2020

	2022	2021	2020
Assets			
Current assets:			
Cash	\$27,264,424	\$16,569,907	\$10,246,615
Accounts receivable	16,202,492	10,168,279	2,460,994
Other receivable	1,324,875	1,324,875	-
Other current assets	1,073,067	1,182,900	940,557
Total current assets	45,864,858	29,245,961	13,648,166
 Furniture and equipment, net	 1,354,992	 1,644,034	 1,910,113
Other assets:			
Operating ROU asset	2,190,837	-	-
Intangible assets	-	575,854	1,151,734
Goodwill	-	158,410	316,810
Other	57,847	51,180	53,830
Due from related party	205,715	213,033	63,008
	\$49,674,249	\$31,888,472	\$17,143,661
 Liabilities and Member's Equity			
Current liabilities:			
Accounts payable	\$15,938,841	\$12,070,593	\$3,684,459
Accrued expenses	3,020,396	1,132,265	784,031
Deferred revenue	3,508,894	4,731,603	3,235,465
Notes payable	-	1,736,012	1,902,800
Due to related party	-	-	26,785
Short-term lease liability	427,628	-	-
Total current liabilities	22,895,759	19,670,473	9,633,540
Long-term liabilities:			
Deferred revenue	1,800,232	1,339,653	2,492,677
Long-term lease liability	1,964,691	-	-
Total long-term liabilities	3,764,923	1,339,653	2,492,677
Total liabilities	26,660,682	21,010,126	12,126,217
 Commitments and contingencies			
 Member's equity	 23,013,567	 10,878,346	 5,017,444
	\$49,674,249	\$31,888,472	\$17,143,661

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Operations
Years Ended December 31, 2022, 2021 and
2020

	2022	2021	2020
Revenue:			
Commissions revenues from travel sales, net	\$ 19,114,756	\$ 7,687,161	\$ 5,541,650
Franchise fee and other franchise related revenue	5,614,324	5,321,257	5,242,986
Volume-based commission revenue	10,035,705	2,230,281	1,394,252
Marketing revenue	8,155,328	4,806,369	2,958,386
Other revenue	1,361,955	29,022	406,701
Total revenue	44,282,068	20,074,090	15,543,975
 Cost of revenue	 7,894,127	 4,063,232	 3,572,375
Gross profit	36,387,941	16,010,858	11,971,600
 Operating and administrative expenses	 14,643,452	 11,240,676	 12,245,573
Depreciation and amortization	1,317,467	1,306,916	1,424,078
	15,960,919	12,547,592	13,669,651
Operating income (loss)	20,427,022	3,463,266	(1,698,051)
 Financial income (expense):			
Interest income, net	46,326	12,434	86,688
Other income (expense), net	7,786,352	3,865,202	7,213
	7,832,678	3,877,636	93,901
Net income (loss)	\$ 28,259,700	\$ 7,340,902	\$ (1,604,150)

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)

Statements of Member Equity
Years Ended December 31, 2022, 2021 and 2020

Ending balance, December 31, 2019	\$ 6,621,594
Net Loss	(1,604,150)
Distributions to member	-
Ending balance, December 31, 2020	5,017,444
Net Income	7,340,902
Distributions to member	(1,480,000)
Ending balance, December 31, 2021	10,878,346
Net Income	28,259,700
Distributions to member	(16,124,479)
Ending balance, December 31, 2022	\$ 23,013,567

See notes to financial statements.

CP Franchising, LLC
(A Limited Liability Company)
Statements of Cash Flows
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income (loss)	\$ 28,259,700	\$ 7,340,902	\$ (1,604,150)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	590,515	579,950	697,111
Loss on disposal of furniture and equipment	14,596	-	-
Amortization, intangibles and goodwill	734,264	734,280	734,280
Amortization, deferred financing costs	883	3,015	3,015
Amortization, operating ROU asset	310,314	-	-
Bad debt expense	(18,498)	(78,454)	240,928
PPP Loan forgiveness	(1,736,012)	(1,902,800)	-
Changes in assets and liabilities:			
(Increase) Decrease in:			
Accounts receivable	(6,015,715)	(7,628,831)	9,327,624
Other receivable	-	(1,324,875)	-
Other assets	102,283	(242,708)	361,002
Increase (Decrease) in:			
Accounts payable	3,868,249	8,386,134	(7,412,172)
Accrued expenses	2,084,429	348,235	(1,628,373)
Deferred revenue	(762,130)	343,114	(1,573,684)
Short-term lease liability	(305,130)	-	-
Net cash provided by (used in) operating activities	27,127,748	6,557,962	(854,419)
Cash flows from investing activities:			
Purchases of furniture and equipment, including internally developed software	(316,070)	(313,872)	(257,752)
Due from related party	(303,676)	(150,025)	(46,106)
Proceeds from related party	310,994	-	-
Net cash provided by (used in) investing activities	(308,752)	(463,897)	(303,858)
Cash flows from financing activities:			
Distributions to member	(16,124,479)	(1,480,000)	-
Due to related party	-	(26,785)	(172,415)
Notes Payable	-	1,736,012	1,902,800
Net cash provided by (used in) financing activities	(16,124,479)	229,227	1,730,385
Net increase (decrease) in cash	10,694,517	6,323,292	572,108
Cash:			
Beginning	16,569,907	10,246,615	9,674,507
Ending	\$ 27,264,424	\$ 16,569,907	\$ 10,246,615
Supplemental disclosure of cash flow information:			
Operating ROU asset and Lease liability	2,697,449	-	-
See notes to financial statements.			

**CP Franchising, LLC
(A Limited Liability Company)**

Notes to Financial Statements

Note 1. Nature of Business and Summary of Significant Accounting Policies

Nature of business: CP Franchising, LLC dba Cruise Planners (the Company) was organized in the State of Delaware as a limited liability company on July 25, 2005, to operate as a franchisor of home-based travel agencies.

The Company uses its network of franchisees to sell travel throughout the United States. The Company secures travel arrangements for its franchisees' customers through its www.cruiseplanners.com website and sells travel agent franchises through its www.cruiseplannersfranchise.com website.

A summary of the Company's significant accounting policies follows:

Accounting 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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition: The Company has four primary sources of revenue: commissions related to travel and ancillary services, volume-based programs, franchise sales and advertising. Commissions revenue related to travel are recognized 75 days from travel start date (the period when travel is no longer cancelable without penalty). Commissions related to ancillary services (such as selling travel insurance and air) are recognized when the sales are made, and the service is no longer cancelable without penalty. The Company accounts for these revenues and expenses under the agent method, under which the commission earned from travel sales is recorded net in the Statements of Income. Revenues from volume-based programs, commonly referred to as override commissions, are recorded at the time the benchmarks for payments are met upon confirmation from third party suppliers. Revenues from sales of franchises have two performance obligations: the intellectual property and training. The intellectual property performance obligations are recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract by type for a maximum period of 6.6 years. The training performance obligations are recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. The Company receives cooperative advertising revenue from various contracts and agreements it has with its travel suppliers. Most of the revenue included within other revenue is derived from packaged vacations in which the Company accounts for these revenues upon fulfillment of the obligation.

Cash: The Company maintains substantially all its cash at one financial institution which, at times, may exceed federally insured amounts. The Company has not experienced any losses in such accounts.

Accounts receivable: Accounts receivable from travel suppliers for commissions earned on travel are carried at original invoice amount less an estimate made for doubtful accounts. The allowance for doubtful accounts is based on specifically identified amounts that the Company believes to be uncollectible, certain percentages of aged receivables and historical cancellation rates. Estimates of cancellation rates and percentages based on age of receivables are based on historical experience and management's assessment of the general financial conditions affecting the Company's customer base. If actual collections experience changes, revisions to the allowance may be required. There are a limited number of customers with individually large amounts due at any given balance sheet date. Any unanticipated change in one of those customer's credit worthiness or other matters affecting the collectability of amounts due from such customers could have a material effect on results of operations in the period in which such changes or events occur.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Furniture and equipment: Furniture and equipment is stated at cost. Amortization of leasehold improvements is over the shorter of the asset's estimated useful life or term of the lease and is included in depreciation expense on owned assets. Depreciation is computed using the straight-line method over the following estimated useful lives:

	Years
Internally developed software	3
Leasehold improvements	10
Computer equipment	3-5
Furniture and fixtures	7

Repairs and maintenance are charged to operations when incurred. Betterments, renewals and purchases of more than \$1,000 are capitalized. When long-lived assets are sold or otherwise disposed of, the asset account and related accumulated depreciation account are relieved, and any gain or loss is included in operating income.

Goodwill: Goodwill represents the excess of the purchase price over the value assigned to identifiable assets acquired and liabilities assumed. The Company amortizes goodwill on a straight-line basis over ten years. Amortization expense amounted to \$158,410, \$158,400 and \$158,400 for the years ended December 31, 2022, 2021 and 2020, respectively.

Intangible assets: Intangible assets consist of the Company's trademarks, non-compete agreements, cruise line and franchise relationships, which are amortized on a straight-line basis over their estimated useful lives, which range from one to ten years.

Impairment of goodwill, intangible assets and other long-lived assets: The Company is required to assess goodwill for impairment if circumstances indicate impairment may have occurred.

The Company evaluates the recoverability of its long-lived assets, including amortizable intangible assets and goodwill, if circumstances indicate impairment may have occurred. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value. No impairment charges were recorded during the years ended December 31, 2022, 2021 and 2020.

Income taxes: The Company is a Delaware limited liability company for federal income tax purposes, in accordance with the applicable provisions of the Internal Revenue Code (IRC). Accordingly, the Company is not subject to income taxes and no provision or liability for income taxes has been recognized in the accompanying financial statements.

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by taxing authorities. Management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that required adjustment to the financial statements.

Commissions payable: Commissions payable to franchisees for travel sold are recognized 75 days from travel start date. Agent commission expense is calculated as the expected commissions payable to franchisees on travel purchased by the passenger. Commissions are payable to franchisees on the travel start date. Commissions payable of \$15,203,921, \$11,697,499 and \$3,139,406 are included within accounts payable on the accompanying balance sheets as of December 31, 2022, 2021 and 2020, respectively.

Advertising: Advertising costs are expensed as incurred. Advertising expense amounted to \$2,533,280, \$1,015,585 and \$955,521 for the years ended December 31, 2022, 2021 and 2020, respectively.

Note 1. Nature of Business and Summary of Significant Accounting Policies (Continued)

Deferred revenue: The Company has three primary sources of deferred revenue: commissions related to travel and ancillary services, franchise sales and ancillary services and advertising. Deferred commissions revenue related to travel will be deferred when money is received for any travel date that departs after 75 days from the period. Deferred Franchise fees are deferred until the performance obligations are met. The Company recognizes initial franchisee revenue using two performance obligations, 1) intellectual property; and 2) initial franchise training. The intellectual property performance obligation is recognized ratably as the Company fulfills its contractual obligations required by the franchise agreement over the life of the contract. The life of the contract was determined by a lifting study by franchise type. The training performance obligation is recognized upon fulfillment of the obligations to the franchisee related to the initial training requirements. Deferred revenue from other franchise ancillary fees and advertising are in deferred revenue until services are provided. Deferred revenue as of December 31, 2022, 2021, and 2020 was \$5,309,126 (\$3,508,894 short-term and \$1,800,232 long-term), \$6,071,256 (\$4,731,603 short-term and \$1,339,653 long-term) and \$5,699,192 (\$3,206,515 short-term and \$2,492,677 long-term).

Distributions and allocation of profits and losses: Distributions to the member are made in accordance with the terms of the Company's operating agreement.

Operating Lease: The Company has adopted the new standard ASU 2016-02, *Leases (Topic 842)*, effective January 1, 2022 using the modified retrospective method. The Company has one lease for the office space that is disclosed in the Balance sheet as Operating right-of-use ("ROU") assets, and short-term and long-term lease liabilities. The determination if an arrangement is a lease is made at the lease's commencement date. Under ASC 842, a contract is (or contains) a lease if provides the right for the lessee to control the use of the asset for a period in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all the economic benefits from the use of the asset and the right to direct the use of the asset. The Company only performs a reassessment if terms of the contract changes.

ROU assets represent our right to use an underlying asset for the lease term, and lease liabilities represent our obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the lease payments over the lease term. In determining the discount for the lease, Management has decided to use the incremental borrowing rate available at commencement date of the lease to determine the net present value of the lease payments. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise the option.

Note 2. Accounts Receivable

Accounts receivable consisted of the following as of December 31, 2022, 2021 and 2020:

	2022	2021	2020
Commissions receivable	\$ 11,535,633	\$ 9,510,516	\$ 2,616,576
Override receivable	4,941,627	559,437	129,729
Advertising reimbursements	1,056,749	1,429,386	449,343
Other	488,230	416,721	622,305
	18,022,239	11,916,060	3,817,953
Less allowance for doubtful accounts	(1,819,747)	(1,747,781)	(1,356,959)
	<u>\$ 16,202,492</u>	<u>\$ 10,168,279</u>	<u>\$ 2,460,994</u>

Note 2. Accounts Receivable (Continued)

Net revenues for the years ended December 31, 2022, 2021 and 2020, include sales to a major customer, who accounts for more than 10% of revenue (excluding Franchise fee and other franchise related revenue), of approximately \$5,254,000, \$1,242,000 and \$1,091,000, respectively. The receivables due from this customer were approximately \$2,565,000, \$1,267,000 and \$294,000 as of December 31, 2022, 2021 and 2020.

Note 3. Furniture and Equipment

Furniture and equipment as of December 31, 2022, 2021 and 2020, consisted of the following:

	2022	2021	2020
Internally developed and purchased software	\$ 2,095,352	\$ 1,840,362	\$ 1,604,736
Leasehold improvements	930,348	930,348	930,348
Computer and equipment	658,501	607,971	578,133
Furniture and fixtures	611,861	607,698	601,076
	4,296,062	3,986,379	3,714,293
Less accumulated depreciation	2,941,776	2,398,197	1,818,247
	1,354,286	1,588,182	1,896,046
Software under development	706	55,852	14,067
	<u>\$ 1,354,992</u>	<u>\$ 1,644,034</u>	<u>\$ 1,910,113</u>

Depreciation expense for the years ended December 31, 2022, 2021 and 2020 amounted to \$583,203, \$572,636 and \$689,798, respectively.

Note 4. Intangible Assets and Goodwill

Intangible assets and goodwill as of December 31, 2022, 2021 and 2020, and the related amortization expense for the years ended December 31, 2022, 2021 and 2020, are as follows:

	2022	2021	2020
Franchise relationships	\$ 4,137,000	\$ 4,137,000	\$ 4,137,000
Trademarks	1,969,000	1,969,000	1,969,000
Cruise line relationships	687,000	687,000	687,000
Non-compete agreements	216,000	216,000	216,000
	7,009,000	7,009,000	7,009,000
Less accumulated amortization	7,009,000	6,433,146	5,857,266
	<u>\$ -</u>	<u>\$ 575,854</u>	<u>\$ 1,151,734</u>
Goodwill	\$ 2,112,011	\$ 2,112,011	\$ 2,112,011
Less accumulated amortization	2,112,011	1,953,601	1,795,201
	<u>\$ -</u>	<u>\$ 158,410</u>	<u>\$ 316,810</u>
Amortization expense	<u>\$ 734,264</u>	<u>\$ 734,280</u>	<u>\$ 734,280</u>

Note 5. Line of Credit

Effective September 19, 2022, the Company renewed the revolving line of credit for an additional three year term for borrowings up to a maximum of \$3,000,000. Borrowings bear interest at Prime Rate minus 1.00% (6.5%, 2.25% and 2.25% as of December 31, 2022, 2021 and 2020). Under the terms of the line of credit agreement, the Company is required to maintain various financial and other covenants. The line of credit is collateralized by substantially all of the assets of the Company. The Company is in compliance with financial covenants for the loan. There were no outstanding borrowings on the line of credit as of December 31, 2022, 2021 and 2020.

Note 6. Other Income

On April 22, 2020, the Company entered into a Paycheck Protection Program ("PPP") promissory note for total proceeds of \$1,902,800, with a financial institution in relation to the enacted CARES ACT administered by the U.S. Small Business Administration. In accordance with the requirements of the CARES Act, the Company has used the proceeds of the note for payroll. The loan was forgiven on March 30, 2021.

On February 25, 2021, the Company entered into an additional Paycheck Protection Program ("PPP") promissory note for total proceeds of \$1,736,012. The loan was forgiven on January 24, 2022.

On September 6, 2022, the Company received life insurance proceeds for the total amount of \$6,015,057 in which CP Franchising was the beneficiary on the policies.

Note 7. Commitments, Contingencies and Other Matters

Litigation: The Company is subject to various legal proceedings and claims, which arise in the ordinary course of its business. Any litigation is vigorously defended by the Company and, in the opinion of management, based on consultation with external legal counsel, any potential outcome of such litigation would not materially affect the Company's financial position or results of operations.

Lease: The Company has adopted the new standard ASU 2016-02, *Leases (Topic 842)*, effective January 1, 2022 using the modified retrospective method. Management has determined to have only one operating lease for the corporate office. Lease expense for operating lease is recognized on a straight-line basis over the lease term. Our lease includes a fixed cost for base rent and a variable cost for common area maintenance. Common area maintenance rates are adjusted annually by the landlord and calculated based on the square footage occupied by the Company monthly. We excluded the common area maintenance cost from our calculation for the right-of-us asset under ASC 842.

In determining the discount for the lease, Management has decided to use the incremental borrowing rate available at commencement date of the lease to determine the net present value of the lease payments. Our incremental borrowing rate was 4.30% which was estimated based on our line of credit at the commencement date of the lease. Assets and liabilities are recognized at the commencement date based on the present value of remaining lease payments over the lease term using our incremental borrowing rate. The weighted average remaining lease term is 5.92 years and the weighted average discount rate is 4.30%.

	2022	2021	2020
Lease Expense:			
Operating lease Expense	\$ 426,959	\$ 421,841	\$ 421,841
Variable lease Expense	340,791	295,495	292,912
	<u>\$ 767,750</u>	<u>\$ 717,336</u>	<u>\$ 714,753</u>
Cash Paid for amounts included in the measurement of Lease liabilities:			
Operating cash outflows from operating leases	\$ 415,172	\$ 403,080	\$ 391,340

Note 7. Commitments, Contingencies and Other Matters (Continued)

Aggregate future minimum annual rental payments required under the lease agreements as of December 31, 2022, are as follows:

Years ending December 31:

2023	\$ 391,014
2024	439,358
2025	452,539
2026	466,115
2027	480,098
2028	494,501
Total lease payments	\$ 2,723,625
Less: interest	(331,306)
Present value of lease liabilities	\$ 2,392,319

Note 8. Retirement Plan

The Company maintains a defined contribution 401(k) profit sharing plan covering all eligible employees who have completed minimum service requirements. The plan provides for a discretionary profit-sharing contribution and deferral contributions allowable under code section 401(k) of the IRC. The Company's contributions vest 20% after one year and are fully vested after five years. During 2022, 2021 and 2020 the Company matched the employee contribution 50% of up to 6%. Due to COVID the Company suspended the 401(k) match on May 1, 2020 to June 4th, 2021. The Company recognized contribution expense during the years ended December 31, 2022, 2021 and 2020, of \$121,109, \$63,244 and \$24,851, respectively.

Note 9. Related Party Transactions

The Company has an unsecured payable to entities under common ownership of \$0, \$0 and \$26,785 as of December 31, 2022, 2021, and 2020 respectively, that is due on demand with no specific repayment terms. The Company has an unsecured receivable from an entity under common ownership which totaled \$205,715, \$213,033 and \$63,008 as of December 31, 2022, 2021, and 2020 respectively, that is due on demand with no specific repayment terms.

Note 10. Employee Retention Credit

ERC (Employee retention credit) provides eligible employers a refundable tax credit against the employer's share of social security taxes. During 2021 the United States government passed additional provisions that extended and expanded the qualified wage caps on these credits through December 31, 2021. The ERC is equal to 70% of qualified wages paid to employees during calendar 2021 for a maximum credit per employee of \$7,000 per quarter. During the year ended December 31, 2021, the Company claimed ERCs of approximately \$1.8 million related to qualified credits from Q1 through Q3 2021. This amount is reported as Other income on our Statement of Operations. The remaining amount of \$1.3 million not received as of December 31, 2022 is expected to be settled and is recorded within other receivable on our consolidated balance sheet.

Note 11. Subsequent Events

Management has assessed subsequent events through March 27, 2023, the date on which the financial statements were available to be issued.

EXHIBIT C
FRANCHISEES

(As of December 31, ~~2023~~2024)

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Alford <u>Hill, Rod</u> <u>Jason</u>	Alabaster <u>Trussville</u>	Alabama	636-590-6019 <u>205-821-7891</u>
Winchester, Clarissa <u>Morese, Vicki</u>	Alabaster <u>Moulton</u>	Alabama	205-873-8621 <u>256-905-5346</u>
Henry <u>Berke, Dana</u> <u>Tracy</u>	Athens <u>Birmingham</u>	Alabama	256-777-6362 <u>205-907-1700</u>
Berke, Tracy <u>Williams, Tamara</u>	Birmingham <u>Huntsville</u>	Alabama	205-907-1700 <u>256-603-8012</u>
Dooley, Dafney	Birmingham	Alabama	205-517-7070
Carlson, Shawn <u>Dillon, William</u>	Birmingham <u>Foley</u>	Alabama	205-719-6710 <u>615-579-3081</u>
Patel, Mikil <u>Edmondson, Brenda</u>	Birmingham <u>Guntersville</u>	Alabama	205-719-9575 <u>256-886-3003</u>
Adams, Lucy <u>Pacino, Nicholas</u>	Birmingham <u>Jacksonville</u>	Alabama	205-538-1141 <u>256-365-7258</u>
Giffin, Janie <u>Clemons, Debbie B</u>	Birmingham <u>Moody</u>	Alabama	205-623-5600 <u>256-836-4700</u>
<u>Quesenberry Jr, Donald</u>	<u>Salem</u>	<u>Alabama</u>	<u>334-442-0665</u>
Hyatt <u>Carlson, Susan</u> <u>Shawn</u>	Birmingham	Alabama	205-434-1326 <u>205-719-6710</u>
<u>Alford, Rod</u>	<u>Alabaster</u>	<u>Alabama</u>	<u>636-590-6019</u>
Chambers, Kris	Bremen	Alabama	256-287-9333
Woods <u>Henry, Rose</u> <u>Dana</u>	Chelsea <u>Athens</u>	Alabama	205-962-3996 <u>256-777-6362</u>
Harnage, Kathy <u>Banks, Isaiah</u>	Cullman <u>Madison</u>	Alabama	205-386-3006 <u>678-799-2318</u>
<u>Parsons, Jessica</u>	<u>Fairhope</u>	<u>Alabama</u>	<u>678-576-1618</u>
Webb, Natasha <u>Harnage, Kathy</u>	Cullman	Alabama	256-980-3389 <u>205-386-3006</u>
Davis, Stacy	Decatur	Alabama	256-530-0990
Lee, Jeremy	Dothan	Alabama	334-803-0413
Parsons, Jessica	Fairhope	Alabama	678-576-1618
Klahn, Tammy	Foley	Alabama	507-317-6883
Wilbanks, Kim	Hoover	Alabama	404-252-1008
<u>Lieber, Kimberly</u>	<u>Mobile</u>	<u>Alabama</u>	<u>251-477-2882</u>
Phillips, Kristi	Hoover	Alabama	205-566-1469
Williams, Tamara <u>Jordan, Philip</u>	Huntsville <u>Madison</u>	Alabama	256-603-8012 <u>938-900-4043</u>
Carter <u>Lee, William</u> <u>Jeremy</u>	Huntsville <u>Dothan</u>	Alabama	256-690-8676 <u>334-803-0413</u>
Banks, Isaiah <u>Carter, William</u>	Madison <u>Huntsville</u>	Alabama	678-799-2318 <u>256-690-8676</u>
Jordan, Philip <u>Winchester, Clarissa</u>	Madison <u>Alabaster</u>	Alabama	938-900-4043 <u>205-873-8621</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Mefall Adams , Jaime <u>Lucy</u>	Madison <u>Birmingham</u>	Alabama	256-500-6515 <u>205-202-0758</u>
Dodson Webb , Timothy <u>Natasha</u>	Meridianville <u>Cullman</u>	Alabama	305-918-2619 <u>256-980-3389</u>
Chavez, Ariel	Mobile	Alabama	251-610-4048
Chappell Krigel , Dale <u>Phil</u>	Montgomery <u>Madison</u>	Alabama	334-530-2999 <u>256-325-1301</u>
Clemens , Debbie B <u>Hyatt</u> , Susan	Moody <u>Birmingham</u>	Alabama	256-836-4700 <u>205-434-1326</u>
Morese , Vicki	Moulton	Alabama	256-905-5346
Goodwin, Sherry	Muscle Shoals	Alabama	256-648-7316
Sharp , Kristi <u>Archer</u> , Richard	Phenix City <u>Pinson</u>	Alabama	515-210-9190 <u>205-332-3321</u>
<u>Jones</u> , Verna	<u>Theodore</u>	<u>Alabama</u>	<u>251-293-4992</u>
<u>Davis</u> , Stacy	<u>Decatur</u>	<u>Alabama</u>	<u>256-530-0990</u>
<u>Goll</u> , Jamie	<u>Wetumpka</u>	<u>Alabama</u>	<u>334-399-2573</u>
<u>Morrison</u> , Janet	<u>Dadeville</u>	<u>Alabama</u>	<u>334-401-8846</u>
<u>Klahn</u> , Tammy	<u>Foley</u>	<u>Alabama</u>	<u>507-317-6883</u>
<u>Bauer</u> , Terrance	<u>Huntsville</u>	<u>Alabama</u>	<u>256-400-7880</u>
Jordan, Teresa	Phenix City	Alabama	334-787-1211
Jones <u>Woods</u> , Verna <u>Rose</u>	Theodore <u>Chelsea</u>	Alabama	251-293-4992 <u>205-962-3996</u>
Hill <u>Dodson</u> , Jason <u>Timothy</u>	Trussville <u>Meridianville</u>	Alabama	205-821-7891 <u>305-918-2619</u>
Cline <u>Mcfall</u> , Dawn <u>Jaime</u>	Trussville <u>Madison</u>	Alabama	704-909-7739 <u>256-500-6515</u>
<u>Chappell</u> , Dale	<u>Montgomery</u>	<u>Alabama</u>	<u>334-530-2999</u>
Schnabel, Bill	Union Grove	Alabama	425-387-0548
Goll <u>Cline</u> , Jamie <u>Dawn</u>	Wetumpka <u>Trussville</u>	Alabama	334-399-2573 <u>704-909-7739</u>
Hackney , Gretchen <u>Boozer</u> , Carlos	Anchorage <u>Juneau</u>	Alaska	907-330-7764 <u>754-266-0736</u>
<u>Mcknight</u> , Mitchell	<u>North Pole</u>	<u>Alaska</u>	<u>907-888-6364</u>
Despain, Mary	Anchorage	Alaska	901-213-7352
Hatcher, Rebeka	Anchorage	Alaska	907-268-1959
Meknight , Mitchell	North Pole	Alaska	907-888-6364
Powers , Vicki	Anthem	Arizona	480-656-5648
Smith , Cheri	Avondale	Arizona	623-435-4488
Waldrop , John	Avondale	Arizona	602-616-7266
Bowers-Gillispie, Krista	Buckeye	Arizona	602-831-7282
Gautreau <u>Darro</u> , Anne <u>Angela</u>	Buekeye <u>Glendale</u>	Arizona	941-993-4184 <u>623-518-3511</u>
Carson , Vera <u>Cunkelman</u> , Allen (Wade)	Buekeye <u>Sun Lakes</u>	Arizona	480-261-1220 <u>480-883-1722</u>
Cooler , Candace <u>Wolfus</u> , Larry	Bullhead City <u>Scottsdale</u>	Arizona	928-542-2395 <u>480-809-3799</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Hollomon <u>Gautreau</u> , Lori <u>Anne</u>	Eloy <u>Buckeye</u>	Arizona	210-306-4242 <u>941-993-4184</u>
Ross <u>Kleefisch</u> , Sharon <u>Anne</u>	Eloy <u>Phoenix</u>	Arizona	520-660-2570 <u>972-964-3446</u>
Macdonald <u>Austin</u> , Debra <u>Megan</u>	Flagstaff <u>Phoenix</u>	Arizona	928-686-7397 <u>623-250-2256</u>
Beach, Leslie <u>Creeger</u> , April	Florence <u>Scottsdale</u>	Arizona	480-516-7593 <u>602-402-3897</u>
Mitchell <u>Brahms</u> , Sue <u>Helen</u>	Florence <u>Surprise</u>	Arizona	480-396-8084 <u>818-528-8300</u>
Elsberry <u>Ricks</u> , Irene <u>Carol</u>	Gilbert <u>Mesa</u>	Arizona	480-939-5200 <u>480-256-2969</u>
Morris, Richard <u>Hoffman</u> , Cathy	Gilbert <u>San Tan Valley</u>	Arizona	602-626-3740 <u>239-433-0000</u>
Barnhart, Kayla <u>Myers</u> , Chaise	Gilbert <u>Goodyear</u>	Arizona	480-939-5784 <u>480-764-7043</u>
Kohl <u>Watson</u> , Lisa <u>Chris</u>	Gilbert <u>Queen Creek</u>	Arizona	480-710-1144 <u>605-920-8682</u>
Holbrook, Mark <u>Silman</u> , <u>Christopher</u>	Gilbert <u>Sahuarita</u>	Arizona	480-999-2600 <u>520-404-7787</u>
Darro <u>Reid</u> , Angela <u>Clay</u>	Glendale <u>Prescott</u>	Arizona	623-518-3511 <u>928-329-7550</u>
Miksofsky, Robert <u>Newport</u> , <u>Deborah</u>	Glendale <u>Chandler</u>	Arizona	623-777-4677 <u>480-535-5003</u>
Myers, Chaise <u>Cooler</u> , Candace	Goodyear <u>Bullhead City</u>	Arizona	480-764-7043 <u>928-542-2395</u>
Gross, Pat	<u>Oro Valley</u>	<u>Arizona</u>	<u>520-303-3007</u>
Plonkey, Dawn	Goodyear	Arizona	602-687-7652
Mancini, Deanna	<u>Tucson</u>	<u>Arizona</u>	<u>520-771-5257</u>
Tower, Debbie	Goodyear	Arizona	605-877-3451
Macdonald, Debra	<u>Flagstaff</u>	<u>Arizona</u>	<u>928-686-7397</u>
Defrancisco, Heather	<u>San Tan Valley</u>	<u>Arizona</u>	<u>480-616-3835</u>
Monsen, Donna	<u>Tucson</u>	<u>Arizona</u>	<u>520-578-3804</u>
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Rios , <u>Johnson</u> , Susana	Goodyear	Arizona	855-698-7285
Hines <u>Swick</u> , Andrea <u>Elizabeth</u>	Lake Havasu City <u>Tolleson</u>	Arizona	928-889-1350 <u>602-613-1102</u>
Ricks <u>Hollomon</u> , Carol <u>Lori</u>	Mesa <u>Eloy</u>	Arizona	480-256-2969 <u>210-306-4242</u>
Wentzel Jr, Karl <u>Woody</u> , Darren	Mesa <u>Queen Creek</u>	Arizona	480-897-9610 <u>480-570-6886</u>
Strong <u>Vinyard</u> , Lori <u>Andrea</u>	Mesa <u>Phoenix</u>	Arizona	941-662-7955 <u>480-486-0708</u>
Gross <u>Elsberry</u> , Pat <u>Irene</u>	Oro Valley <u>Gilbert</u>	Arizona	520-303-3007 <u>480-939-5200</u>
Watanabe, Matthew <u>Ryan</u> , Jerri-Sue	Payson <u>Dewey</u>	Arizona	928-445-6712 <u>928-899-7006</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Russell, Scott <u>Morris, Richard</u>	Payson <u>Gilbert</u>	Arizona	928-951-3420 <u>602-626-3740</u>
Keane, Thomas <u>Richardson, Hollis</u>	Peoria <u>Scottsdale</u>	Arizona	623-251-5611 <u>480-447-9977</u>
Kleefisch, Anne <u>Wentzel Jr, Karl</u>	Phoenix <u>Mesa</u>	Arizona	972-964-3446 <u>480-831-0956</u>
Austin <u>Barnhart, Megan</u> <u>Kayla</u>	Phoenix <u>Fountain Hills</u>	Arizona	623-250-2256 <u>480-939-5784</u>
Vinyard, Andrea <u>Rose, Kirke</u>	Phoenix	Arizona	480-442-0752 <u>602-904-9205</u>
Rose <u>Adelmann, Kirke</u> <u>Lacey</u>	Phoenix <u>Lake Havasu City</u>	Arizona	602-904-9205 <u>928-302-6212</u>
Rodrigues <u>Dada, Dave</u> <u>Leila</u>	Phoenix <u>Chandler</u>	Arizona	480-696-7743 <u>480-656-6796</u>
Gallaway, Suzanne <u>Elmore, Leroy</u>	Phoenix <u>Wittmann</u>	Arizona	623-363-3604 <u>505-401-5699</u>
Watson, Tawnya <u>Beach, Leslie</u>	Phoenix <u>Florence</u>	Arizona	480-868-7232 <u>480-516-7593</u>
De-Vilbiss, Michael <u>Strong, Lori</u>	Phoenix <u>Mesa</u>	Arizona	602-583-4557 <u>941-662-7955</u>
Klayman, Gary <u>Schmitt, Marjorie</u>	Pima <u>Scottsdale</u>	Arizona	602-290-8897 <u>707-246-9752</u>
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Watson <u>Mitchell, Chris</u> <u>Sue</u>	Queen Creek <u>Florence</u>	Arizona	605-920-8682 <u>480-396-8084</u>
Woody, ———— <u>Darren</u> <u>Harty-Allen, Regina</u>	Queen Creek <u>Chandler</u>	Arizona	480-570-6886 <u>630-742-6017</u>
Moore, Charles <u>Miksovsky, Robert</u>	Queen Creek <u>Glendale</u>	Arizona	480-790-2822 <u>623-777-4677</u>
<u>Rodrigues, Dave</u>	<u>Phoenix</u>	<u>Arizona</u>	<u>480-696-7743</u>
<u>Ewing, Darren</u>	<u>Oro Valley</u>	<u>Arizona</u>	<u>520-519-9493</u>
Jackson, Jim <u>Karlin, Rosemary</u>	Queen Creek <u>Scottsdale</u>	Arizona	480-534-7297 <u>602-535-0028</u>
<u>Russell, Scott</u>	<u>Payson</u>	<u>Arizona</u>	<u>928-951-3420</u>
<u>Fritz, Sherri</u>	<u>Tucson</u>	<u>Arizona</u>	<u>520-405-3491</u>
<u>Misciagna, James</u>	<u>Tucson</u>	<u>Arizona</u>	<u>520-730-1962</u>
<u>Silver, Katherine</u>	<u>Rio Verde</u>	<u>Arizona</u>	<u>602-830-5775</u>
Silman, Christopher <u>Powers, Vicki</u>	Sahuarita <u>Anthem</u>	Arizona	520-404-7787 <u>480-656-5648</u>
Hoffman <u>Pierce, Cathy</u> <u>Susan</u>	San Tan Valley <u>Prescott</u>	Arizona	239-433-0000 <u>949-498-0664</u>
Wolfus <u>Wilson, Larry</u> <u>Susan</u>	Scottsdale <u>Tucson</u>	Arizona	480-809-3799 <u>520-314-0214</u>

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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Haugen <u>Watson, Dyan</u> <u>Tawnya</u>	Scottsdale <u>Glendale</u>	Arizona	480-585-9955 <u>480-868-7232</u>
Richardson, Hollis <u>Thomas, Amanda</u>	Scottsdale	Arizona	480-447-9977 <u>602-692-6669</u>
Schmitt, Marjorie	Scottsdale	Arizona	707-246-9752
Karlin, Rosemary	Scottsdale	Arizona	602-535-0028
Keane, Thomas, Amanda	Scottsdale <u>Peoria</u>	Arizona	602-692-6669 <u>623-251-5611</u>
Wolfe, Rosa	Sierra Vista	Arizona	520-226-1072
Cunkelman, Allen (Wade) <u>Smith, Cheri</u>	Sun Lakes <u>Avondale</u>	Arizona	480-883-1722 <u>623-435-4488</u>
Rose <u>Triggs, Louis</u> <u>Matthew</u>	Surprise <u>Prescott</u>	Arizona	480-297-4964 <u>928-800-2372</u>
Brahms <u>Klayman, Helen</u> <u>Gary</u>	Surprise <u>Pima</u>	Arizona	818-528-8300 <u>602-290-8897</u>
Carr, Shawanna <u>Shafiqullah, Melissa</u>	Surprise <u>Tucson</u>	Arizona	928-275-3331 <u>520-288-8688</u>
Swick, Elizabeth	Tolleson	Arizona	602-613-1102
Monsen, Donna	Tucson	Arizona	520-578-3804
Shafiqullah, Melissa <u>Hines, Andrea</u>	Tucson <u>Lake Havasu City</u>	Arizona	520-288-8688 <u>928-889-1350</u>
Papreck, Rossana <u>Ross, Sharon</u>	Tucson <u>Eloy</u>	Arizona	520-704-2021 <u>520-660-2570</u>
Fritz, Sherri <u>Calvert, James</u>	Tucson <u>Maricopa</u>	Arizona	520-405-3491 <u>480-885-2755</u>
Misciagna, James <u>Moore, Charles</u>	Tucson <u>Queen Creek</u>	Arizona	520-730-1962 <u>480-790-2822</u>
Wilson <u>Persson, Susan</u> <u>Dawn</u>	Tucson <u>Phoenix</u>	Arizona	520-314-0214 <u>812-386-8747</u>
Elmore <u>Carson, Leroy</u> <u>Vera</u>	Wittmann <u>Buckeye</u>	Arizona	505-401-5699 <u>480-261-1220</u>
Wright <u>Kohl, Deborah</u> <u>Lisa</u>	Bentonville <u>Gilbert</u>	Arkansas <u>Arizona</u>	479-696-2022 <u>480-710-1144</u>
Tuberville, Elizabeth <u>Waldrop, John</u>	Camden <u>Avondale</u>	Arkansas <u>Arizona</u>	870-201-9161 <u>602-616-7266</u>
Thomas <u>Jackson, Mary</u> <u>Jim</u>	Cave Springs <u>Queen Creek</u>	Arkansas <u>Arizona</u>	479-844-4043 <u>480-534-7297</u>
Kirkbride, Kristopher <u>Garcia, Charlene</u>	Fort Smith <u>North Little Rock</u>	Arkansas	620-687-0110 <u>407-986-4484</u>
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Thomas, Dennis	Hot Springs	Arkansas	501-984-3184
Cunningham, Patrick	Hot Springs Village	Arkansas	501-204-4805
Gestring, Stacy	Jonesboro	Arkansas	870-351-4557
Dean, Natalie	Little Rock	Arkansas	501-944-6899
Brewer, Kelly <u>Thomas, Dennis</u>	Lowell <u>Hot Springs</u>	Arkansas	479-790-1222 <u>501-984-3184</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Garcia, Charlene <u>Wright, Deborah</u>	North Little Rock <u>Bentonville</u>	Arkansas	407-986-4484 <u>479-696-2022</u>
<u>Boyce, Dexter</u>	<u>Washington</u>	<u>Arkansas</u>	<u>870-200-1469</u>
Fudge, Jeff	Quitman	Arkansas	501-589-2249
Ebey, Jason E.	Rogers	Arkansas	318-317-1177
<u>Gestring, Stacy</u>	<u>Jonesboro</u>	<u>Arkansas</u>	<u>870-351-4557</u>
<u>Walker, Stacy</u>	<u>Fayetteville</u>	<u>Arkansas</u>	<u>972-978-1255</u>
<u>Cunningham, Patrick</u>	<u>Hot Springs Village</u>	<u>Arkansas</u>	<u>501-204-4805</u>
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<u>Thomas, Mary</u>	<u>Cave Springs</u>	<u>Arkansas</u>	<u>479-844-4043</u>
<u>Brewer, Kelly</u>	<u>Lowell</u>	<u>Arkansas</u>	<u>479-790-1222</u>
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Jackson, Terry	Springdale	Arkansas	479-419-9696
Boye <u>Wood, Dexter Lynn</u>	Washington <u>Cave Springs</u>	Arkansas	870-200-1469 <u>479-506-1300</u>
Meeready <u>Benter, Mark Ginger</u>	Aliso Viejo <u>Canyon Lake</u>	California	949-662-3650 <u>949-636-9435</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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Gamber, Paul <u>Alstrup, Danelle</u>	Duarte <u>Temecula</u>	California	626-873-8050 <u>951-699-8821</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Bryant, Trina <u>Critzer, Brenda</u>	Elk Grove <u>Pismo Beach</u>	California	916-525-0552 <u>805-556-7003</u>
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Kortlever, Russell <u>Scott, Richard</u>	Fallbrook <u>Manteca</u>	California	760-468-5902 <u>209-888-0646</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Constantino, — Marphil <u>Bernstein, Linda</u>	Pittsburg <u>San Diego</u>	California	925-526-5537 <u>858-673-0802</u>
Dwyer, Sharon <u>Mcmurren, Lindsey</u>	Pleasanton <u>Bakersfield</u>	California	925-200-0801 <u>661-344-1015</u>
Cudmore <u>Gaynor, Edward</u> <u>Lisa</u>	Rancho Cordova <u>Santa Monica</u>	California	916-215-6667 <u>310-452-5325</u>
Cleveland <u>Finn, Ella</u> <u>Lisa</u>	Rancho — Cucamonga <u>Long Beach</u>	California	323-285-1151 <u>562-548-0341</u>
Heagle, Richard <u>Jenkins, Lisa</u>	Rancho Mirage <u>Valencia</u>	California	949-466-9365 <u>661-200-3679</u>
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Johnson <u>Mcdonald, Amanda</u> <u>Lori</u>	Riverside <u>San Ramon</u>	California	951-344-9575 <u>925-786-0201</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
French <u>Giri, Larry</u> <u>Ram</u>	Stockton <u>Pinole</u>	California	209-910-9174 <u>510-334-2131</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Sudduth <u>Godown, Ken</u> <u>Jeffrey</u>	Eaton <u>Larkspur</u>	Colorado	970-301-1201 <u>303-325-3567</u>
Brandt <u>Paulson, Nancy</u> <u>Diana</u>	Elizabeth <u>Calhan</u>	Colorado	720-388-4471 <u>719-331-9234</u>
Wright <u>Battles, Linda</u> <u>Laura</u>	Erie <u>Highlands Ranch</u>	Colorado	424-262-0330 <u>303-872-8431</u>
Owens, Helena <u>O'Neill, Josie</u>	Erie <u>Aurora</u>	Colorado	303-801-9992 <u>303-400-6653</u>
<u>Sullivan Mohr, Katherine</u>	<u>Parker</u>	<u>Colorado</u>	<u>720-722-0462</u>
<u>Cannon, Katina</u>	<u>Grand Junction</u>	<u>Colorado</u>	<u>970-589-6373</u>
<u>Sudduth, Ken</u>	<u>Eaton</u>	<u>Colorado</u>	<u>970-301-1201</u>
Kumro, Cassandra	Fruita	Colorado	970-587-3611
Matson <u>Jahner, Tammy</u> <u>Lori</u>	Ft Collins <u>Aurora</u>	Colorado	970-407-8134 <u>720-207-9490</u>
Sakata-Schultze, ——— Janice <u>Grimes, Micah</u>	Golden <u>Brighton</u>	Colorado	303-209-3028 <u>720-205-9815</u>
Donahue, Shelly <u>Goluskin, Maria</u>	Grand Junction <u>Castle Pines</u>	Colorado	303-697-5646 <u>303-601-8583</u>
<u>Miller, James</u>	<u>Lakewood</u>	<u>Colorado</u>	<u>720-463-3231</u>
<u>Moore, Emma</u>	<u>Castle Rock</u>	<u>Colorado</u>	<u>770-378-1207</u>
Trent, Thomas	Greenwood Village	Colorado	720-572-8214
Bacani, ——— Jennifer <u>St. George, Lynnette</u>	Gunnison <u>Littleton</u>	Colorado	970-964-3233 <u>720-794-5553</u>

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Gallegos, Rachel	Highland Ranch	Colorado	720-772-6768
Battles, Laura	Highlands Ranch	Colorado	303-872-8431
St. George, Lynnette <u>Cole, Stephanie</u>	Highlands Ranch <u>Bailey</u>	Colorado	720-794-5553 <u>303-918-4490</u>
Lazo, Jeffrey	Highlands Ranch	Colorado	808-491-8615
Gonzalez, Teresa <u>Henningsen, Patrice</u>	Highlands Ranch <u>Arvada</u>	Colorado	303-484-1323 <u>720-445-1049</u>
Johnson, Clifford <u>Ranger, Brianna</u>	Johnstown <u>Castle Rock</u>	Colorado	970-578-9779 <u>720-333-6636</u>
<u>Healy, Suzanne</u>	<u>Colorado Springs</u>	<u>Colorado</u>	<u>719-726-3942</u>
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<u>Musita, Andrew</u>	<u>Centennial</u>	<u>Colorado</u>	<u>720-591-8431</u>
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Meeter, Carole	Laporte	Colorado	970-732-0801
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Francavilla, David <u>Sherpa, Yankee</u>	Littleton <u>Centennial</u>	Colorado	720-999-5216 <u>720-687-2430</u>
Sullivan Mohr, Katherine <u>Daigle, Sherrie</u>	Littleton <u>Colorado Springs</u>	Colorado	720-722-0462 <u>907-575-3705</u>
Deslauriers, Sandra <u>Reid, Steven</u>	Littleton <u>Colorado Springs</u>	Colorado	720-520-6293 <u>434-242-7458</u>
Banbury, Bowen <u>Mchaney, Amanda</u>	Littleton <u>Arvada</u>	Colorado	720-767-8000 <u>919-727-9338</u>
Pratt, Coral <u>Gonzalez, Teresa</u>	Parker <u>Highlands Ranch</u>	Colorado	719-302-3939 <u>303-484-1323</u>
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Kaufman, Barbara <u>Austin, Steven</u>	Wiggins <u>Denver</u>	Colorado	970-483-7277 <u>720-722-6898</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Gould, Laura <u>Pelkey, Daniel</u>	Enfield	Connecticut	860-880-7123 <u>860-817-5849</u>
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Madigan, Richard <u>Roberge, Jared</u>	Norwalk <u>Bristol</u>	Connecticut	203-347-3197 <u>860-254-1254</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Watkins, Kimberly <u>Polsinelli, Toni</u>	Atlantic Beach <u>Parkland</u>	Florida	904-233-7791 <u>954-281-8519</u>
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Singer — Blumberg, — <u>Andrea</u> <u>Cognetti, Abby Renee</u>	Aventura <u>Cocoa Beach</u>	Florida	305-517-3200 <u>813-283-8800</u>
Mizell Missoudan, Beverly <u>Carmichael, Robin</u>	Aventura <u>Port Charlotte</u>	Florida	305-615-1800 <u>941-259-1711</u>
Schatzberg <u>Brian, Jean</u> <u>Megan</u>	Aventura <u>Orlando</u>	Florida	786-347-1600 <u>407-453-0699</u>
Koodallur <u>Hollembach, Suma</u> <u>Tom</u>	Aventura <u>Fort Lauderdale</u>	Florida	856-776-6774 <u>754-223-2468</u>
Ross <u>Matos, Carol</u> <u>Adriana</u>	Aventura <u>Orlando</u>	Florida	305-438-6064 <u>954-946-4333</u>
Carroll, Elizabeth <u>Kief, Jan</u>	Bartow <u>Merritt Island</u>	Florida	863-657-8111 <u>303-317-6669</u>
Guerra, Marleny <u>Hemstock, Polly</u>	Bartow <u>Oakland Park</u>	Florida	954-369-4549 <u>954-702-0040</u>
Sandoval, Carlos <u>Sherin, Robin</u>	Boca Raton <u>Ocala</u>	Florida	561-419-6406 <u>561-208-5201</u>
Kryczynski, Karl	Boca Raton	Florida	561-955-0071
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Dedomenico, ——— <u>Angela</u> <u>Johnson, Deborah</u>	Boca Raton <u>Tampa</u>	Florida	561-893-9605 <u>813-579-0009</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Rich Fowler , Eleanore <u>James</u>	Boca Raton <u>Fort Lauderdale</u>	Florida	954-675-8711 <u>954-654-7170</u>
Mirra, David <u>Robins, Julian</u>	Boca Raton <u>Lakeland</u>	Florida	347-535-2810 <u>863-250-7500</u>
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Lackstein <u>Sivck, Neil</u> <u>Alan</u>	Boca Raton <u>Coconut Creek</u>	Florida	561-877-8503 <u>954-292-3450</u>
Appell <u>Bacz, Lawrence</u> <u>Alisia</u>	Boca Raton <u>Ruskin</u>	Florida	941-677-8840 <u>813-922-2386</u>
Diperna, Nico <u>Sosa Pares, Alfredo</u>	Boca Raton <u>Orlando</u>	Florida	954-461-6705 <u>407-734-3413</u>
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Moore, Tanya <u>Carlisle, Daniel</u>	Boca Raton <u>Fernandina Beach</u>	Florida	972-865-7738 <u>904-323-0999</u>
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Calderon, Rose <u>Gielow, Suzanne</u>	Boca Raton <u>North Fort Myers</u>	Florida	561-715-6099 <u>239-922-4917</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Mecaffrey, Charles <u>Singer</u> Blumberg, Andrea	Bradenton <u>Aventura</u>	Florida	941-493-5020 <u>305-517-3200</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Dougherty, Georganne <u>Ray, Keith</u>	Griffin <u>Alpharetta</u>	Georgia	770-228-9473 <u>404-645-7253</u>
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Williams, Michael <u>Greenstein, Kathy</u>	Hampton <u>Lawrenceville</u>	Georgia	678-778-1927 <u>770-789-6918</u>
Green <u>Sims, Crystal</u> <u>Jerome</u>	Hampton <u>Cumming</u>	Georgia	470-569-9282 <u>770-639-7566</u>
Levin <u>Mudd, Kimberly</u> <u>Natalie</u>	Hawkinsville <u>Douglasville</u>	Georgia	478-636-2096 <u>478-919-5689</u>
Rybnikar, Carolyn <u>Lee, Monica</u>	Johns Creek <u>Social Circle</u>	Georgia	470-246-5774 <u>470-701-0796</u>
Cully, Maureen <u>Linman, Jeremy</u>	Johns Creek <u>Peachtree Corners</u>	Georgia	770-765-1905 <u>404-475-2580</u>
Hager, Virginia <u>Tsistinas, Meagan</u>	John's Creek <u>Alpharetta</u>	Georgia	432-897-4991 <u>470-965-6062</u>
Duffy <u>Motley, Wendy</u> <u>Algia</u>	Kennesaw <u>Newnan</u>	Georgia	678-563-1409 <u>404-590-2906</u>
Cunningham, Sharon <u>Hadaway, Michelle</u>	Lafayette <u>Flowery Branch</u>	Georgia	706-638-2669 <u>470-310-1975</u>
Ferren, Suzanne <u>Durovic, Lynette</u>	Lakemont <u>Newnan</u>	Georgia	904-228-0931 <u>770-253-3364</u>
Melean, Kathryn <u>Williams, Mujinga</u>	Lawrenceville <u>Pooler</u>	Georgia	770-545-8333 <u>912-643-5199</u>
Greenstein, Kathy <u>White, Murrell</u>	Lawrenceville <u>Atlanta</u>	Georgia	770-789-6918 <u>770-820-7534</u>
Boghani, Gulzar <u>Poynter, Manuel</u>	Lawrenceville <u>Fairburn</u>	Georgia	404-626-5418 <u>502-269-8113</u>
Goode <u>Goff, Patrick</u> <u>Mary</u>	Lawrenceville <u>Millwood</u>	Georgia	770-595-8881 <u>912-419-1293</u>
Agard, Pamela <u>Gelman, Michael</u>	Lilburn <u>Flowery Branch</u>	Georgia	678-772-6121 <u>770-965-7441</u>
Harrison, Nathan <u>Hammond, Michael</u>	Locust Grove <u>Atlanta</u>	Georgia	770-914-9355 <u>470-889-3669</u>
Thompson, Iris <u>Stroud, Michael</u>	Loganville <u>Canton</u>	Georgia	678-898-4073 <u>423-472-7155</u>
Callaway, Cayce <u>Consoli, Michael</u>	Lookout Mountain <u>Roswell</u>	Georgia	404-618-4477 <u>770-650-7667</u>
Peavy, Gayle <u>Minnick, Monique</u>	Macon <u>Warner Robins</u>	Georgia	478-746-9527 <u>540-650-5334</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Best Nelson, Adam <u>Kevin</u>	Marietta <u>Flowery Branch</u>	Georgia	770-870-1705 <u>678-828-9777</u>
Clure Fulton, Wendi <u>Boghani, Gulzar</u>	Marietta <u>Lawrenceville</u>	Georgia	678-229-2417 <u>404-626-5418</u>
Kurtze, Arielle <u>Padin, Noemi</u>	Marietta <u>Midland</u>	Georgia	925-967-7556 <u>706-610-8024</u>
Gatewood, Ashley <u>Johnson, Amanda</u>	Marietta <u>Alpharetta</u>	Georgia	770-502-6321 <u>678-446-0299</u>
Hollender, Julie <u>Jenkins, Nakisha</u>	Marietta <u>Mcdonough</u>	Georgia	954-952-2433 <u>470-856-1035</u>
Lacy Agard, Jenna <u>Pamela</u>	Marietta <u>Lilburn</u>	Georgia	470-954-7220 <u>678-772-6121</u>
Spottsville, Tamarra <u>Distin, Marley</u>	Marietta <u>Decatur</u>	Georgia	404-487-6049 <u>678-929-8700</u>
Gill-Shearwood, Lois <u>Goode, Patrick</u>	Medonough <u>Lawrenceville</u>	Georgia	470-507-4843 <u>770-595-8881</u>
Padin Fox, Noemi <u>Sean</u>	Midland <u>Warner Robins</u>	Georgia	706-610-8024 <u>478-442-4141</u>
Goff Pietsch, Mary <u>Dona</u>	Millwood <u>Woodstock</u>	Georgia	912-419-1293 <u>770-280-5986</u>
Hart Brown, Stephen <u>Keisha</u>	Milton <u>Dacula</u>	Georgia	770-558-4767 <u>770-945-1011</u>
Beasley, Benjamin <u>Rieter, Richard</u>	Newnan <u>Villa Rica</u>	Georgia	678-438-2402 <u>470-257-0719</u>
Peguero Wann, Juan <u>Peter</u>	Newnan <u>Cumming</u>	Georgia	404-537-6552 <u>720-505-4392</u>
Dunnavant, James <u>Simon, Rachelle</u>	Newnan <u>Atlanta</u>	Georgia	770-253-3206 <u>404-942-8888</u>
Durovic, Lynette <u>Mccurdy, Randall</u>	Newnan <u>Savannah</u>	Georgia	770-253-3364 <u>912-712-6560</u>
Clements, Taylor <u>Moore, Alice</u>	Newnan <u>Atlanta</u>	Georgia	770-655-6558 <u>404-330-8713</u>
<u>Roebuck, Phyllis</u>	<u>Conyers</u>	<u>Georgia</u>	<u>470-998-1651</u>
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<u>Haslett, Rich</u>	<u>Norcross</u>	<u>Georgia</u>	<u>404-990-0101</u>
Linman, Jeremy <u>Sevin, Susan</u>	Peachtree Corners <u>Canton</u>	Georgia	404-475-2580 <u>770-704-1991</u>
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Pittman, Thaeast <u>Watson, Robin</u>	Port Wentworth <u>Loganville</u>	Georgia	912-239-7768 <u>678-651-0601</u>
Edwards Grant, Karen <u>Tia</u>	Roswell <u>Atlanta</u>	Georgia	404-786-7768 <u>678-799-7707</u>
Consoli, Michael <u>Plummer, Bettina</u>	Roswell <u>Canton</u>	Georgia	770-650-7667 <u>404-858-9895</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Connolly, Debra <u>Lempogo, Deborah</u>	Snellville <u>Sandy Springs</u>	Georgia	770-401-4426 <u>404-913-8555</u>
Palmer, Yanick <u>Johnson, Sharon</u>	Snellville <u>Augusta</u>	Georgia	404-482-0334 <u>706-790-1718</u>
Clippard, Heather <u>Dalrymple, Kimberly</u>	Snellville <u>Alpharetta</u>	Georgia	770-325-0781 <u>470-567-0006</u>
Clarke Hart, Erica <u>Stephen</u>	Snellville <u>Milton</u>	Georgia	706-873-0751 <u>770-558-4767</u>
<u>Ferren, Suzanne</u>	<u>Lakemont</u>	<u>Georgia</u>	<u>904-228-0931</u>
<u>Hurt, Rhonda</u>	<u>Snellville</u>	<u>Georgia</u>	<u>678-694-1995</u>
Lee, Monica <u>Spottsville, Tamarra</u>	Social Circle <u>Marietta</u>	Georgia	470-701-0796 <u>404-487-6049</u>
Steele, Angela <u>Clements, Taylor</u>	Stockbridge <u>Newnan</u>	Georgia	678-709-2480 <u>770-655-6558</u>
Hairston, Artelida <u>Dembo, Pamela</u>	Stone Mountain <u>Decatur</u>	Georgia	678-653-0231 <u>404-682-2996</u>
Macleane <u>Randall, Debra</u> <u>Tony</u>	Suwanee <u>Ball Ground</u>	Georgia	770-205-8667 <u>954-401-2764</u>
Vontimitta, Satish <u>Williams, Michael</u>	Suwanee <u>Hampton</u>	Georgia	770-755-5960 <u>678-778-1927</u>
Green Cole, Kristina <u>Renee</u>	Valdosta <u>Macon</u>	Georgia	912-675-8521 <u>478-254-1670</u>
Fox <u>Derozario, Sean</u> <u>Doreen</u>	Warner Robins <u>Atlanta</u>	Georgia	478-442-4141 <u>470-685-2555</u>
Helfer <u>Best, Lorella</u> <u>Yvette</u>	Winder <u>Fayetteville</u>	Georgia	770-283-4346 <u>770-742-8711</u>
Lickman, David <u>Gill-Shearwood, Lois</u>	Woodstock <u>Mcdonough</u>	Georgia	404-966-0185 <u>470-507-4843</u>
Haigwood <u>Sharpe, Lori</u> <u>Mone</u>	Woodstock <u>Fayetteville</u>	Georgia	770-845-6411 <u>678-974-3267</u>
Lamarea <u>Thompson, Anna</u> <u>Iris</u>	Woodstock <u>Loganville</u>	Georgia	845-551-8512 <u>678-898-4073</u>
Stokes, Jennifer <u>Green, Crystal</u>	Woodstock <u>Hampton</u>	Georgia	203-727-7055 <u>470-569-9282</u>
<u>Seliski-Talbott, Jennifer</u>	<u>Acworth</u>	<u>Georgia</u>	<u>770-800-7370</u>
<u>Hicks, Anthony</u>	<u>Jasper</u>	<u>Georgia</u>	<u>706-640-6400</u>
<u>Riccardo, Vickie</u>	<u>Johns Creek</u>	<u>Georgia</u>	<u>470-410-3003</u>
<u>Hager, Virginia</u>	<u>John'S Creek</u>	<u>Georgia</u>	<u>432-897-4991</u>
<u>Peyton, Nicole</u>	<u>Smyrna</u>	<u>Georgia</u>	<u>678-396-3569</u>
<u>Zenkovich, Lori</u>	<u>Woodstock</u>	<u>Georgia</u>	<u>770-240-0996</u>
<u>Wiechert, Alana</u>	<u>Grovetown</u>	<u>Georgia</u>	<u>762-250-8747</u>
<u>Little, Winford</u>	<u>Eatonton</u>	<u>Georgia</u>	<u>706-473-1010</u>
<u>Whitesell, Judy</u>	<u>Alpharetta</u>	<u>Georgia</u>	<u>770-904-9774</u>
<u>Pennington, Jennifer</u>	<u>Canton</u>	<u>Georgia</u>	<u>470-523-8687</u>
<u>Behret, Shelby</u>	Woodstock <u>Statesboro,</u>	Georgia	<u>470-289-8910</u>
<u>Walker, Alicia</u>	<u>Buford</u>	<u>Georgia</u>	<u>470-755-1826</u>
<u>Vontimitta, Satish</u>	<u>Suwanee</u>	<u>Georgia</u>	<u>770-755-5960</u>
<u>Alfelor, Benjamin</u>	<u>Honolulu</u>	<u>Hawaii</u>	<u>808-486-1977</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Thomas, Amy	Kihei	Hawaii	717-575-6919
Jansson, Malia	Aiea	Hawaii	808-487-0942
Himeda, Debra	Ewa Beach	Hawaii	206-330-2097
Alfelor, Benjamin	Honolulu	Hawaii	808-486-1977
Wahlberg, Randall	Honolulu	Hawaii	860-234-4516
Johansen, Dawn	Kailua Kona	Hawaii	775-351-8646
Provine <u>Erickson, Reno</u> <u>Sarah</u>	Kapolei <u>Weiser</u>	Hawaii <u>Idaho</u>	562-647-8057 <u>541-900-7098</u>
Thomas <u>Griffin, Amy</u> <u>Michael</u>	Kihei <u>Nampa</u>	Hawaii <u>Idaho</u>	717-575-6919 <u>208-505-8191</u>
<u>Delaney, Leanne</u>	<u>Hayden</u>	<u>Idaho</u>	<u>208-704-2070</u>
<u>Clevenger, Rebecca</u>	<u>Nampa</u>	<u>Idaho</u>	<u>208-298-9238</u>
<u>Shannon, Derrick</u>	<u>Meridian</u>	<u>Idaho</u>	<u>208-401-0331</u>
<u>Williams, Michael</u>	<u>Caldwell</u>	<u>Idaho</u>	<u>208-369-5999</u>
<u>Tway, George</u>	<u>Island Park</u>	<u>Idaho</u>	<u>208-866-5345</u>
Blackwell, Holly	Athol	Idaho	208-217-5281
Sparks, Dean <u>Breining, Michelle</u>	Athol <u>Sandpoint</u>	Idaho	208-699-1795 <u>253-576-8965</u>
Lindsay, Cal	Boise	Idaho	208-996-3269
Bennett, Stephanie	Boise	Idaho	208-908-6175
Conboy, Mark	Boise	Idaho	949-951-5688
Bailey, Verena	Boise	Idaho	208-999-6699
Williams, Michael	Caldwell	Idaho	208-369-5999
Delaney, Leanne	Hayden	Idaho	208-704-2070
Tway, George	Island Park	Idaho	208-853-0891
Shannon, Derrick	Meridian	Idaho	208-401-0331
Updegraff, Susan	Meridian	Idaho	208-209-6521
Heffelfinger, Kendra	Meridian	Idaho	208-353-8123
Griffin, Michael	Nampa	Idaho	208-505-8191
Clevenger, Rebecca	Nampa	Idaho	208-298-9238
Duncan, Jackie	Post Falls	Idaho	208-457-7009
<u>Bailey, Verena</u>	<u>Boise</u>	<u>Idaho</u>	<u>208-999-6699</u>
<u>Sparks, Dean</u>	<u>Athol</u>	<u>Idaho</u>	<u>208-699-1795</u>
Adeock, Laura <u>Guerrier, Joseph</u>	Algonquin <u>Chicago</u>	Illinois	224-716-9680 <u>312-444-0434</u>
Vodar <u>Townsend, Tina</u> <u>James</u>	Batavia <u>Lansing</u>	Illinois	630-781-4781 <u>708-320-0006</u>
Vermeiren, Nathan <u>Marcial-Hatfield, Filipinas</u>	Belleville <u>Rockford</u>	Illinois	618-578-0446 <u>815-222-7342</u>
Harrison, Terry <u>Murawski, Kimberly</u>	Belleville <u>Chicago</u>	Illinois	618-570-0410 <u>773-368-1957</u>
Jensen <u>Filipek, Ed</u> <u>Anita</u>	Belvidere <u>Naperville</u>	Illinois	815-580-4441 <u>630-355-6068</u>
Ciskowski, Kelly	Bull Valley	Illinois	815-515-0205

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Heine, Cory <u>Carroll, Kathryn</u>	Cary <u>Orland Pk</u>	Illinois	847-516-4391 <u>708-382-1438</u>
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Murawski, Kimberly	Chicago	Illinois	773-368-1957
Hall, Barbara	Chicago	Illinois	773-717-3926
Anderson, ————— <u>Debra Temple,</u> <u>Benjamin</u>	Chicago <u>Sheridan</u>	Illinois	773-437-4644 <u>815-496-0093</u>
<u>Vargas Day, Franklin Teresa</u>	Chicago <u>Lake In The Hills</u>	Illinois	312-767-8774 <u>224-239-7055</u>
Santo <u>Heine, Jacquelyn Cory</u>	Chicago <u>Cary</u>	Illinois	248-361-1871 <u>847-516-4391</u>
Fletcher-Fick <u>Chisu, Jenna Maria</u>	Chicago <u>Franklin Park</u>	Illinois	989-225-6101 <u>224-442-0397</u>
Hill, Katherine <u>Grohler, Christine</u>	Chicago <u>Sullivan</u>	Illinois	773-654-3691 <u>217-295-0835</u>
O'Connell, Terri <u>Bock, Cynthia</u>	Chicago <u>Lombard</u>	Illinois	708-232-8973 <u>224-537-6116</u>
Young <u>Anderson, Terry Debra</u>	Chicago	Illinois	954-344-8060 <u>773-437-4644</u>
Medavid, Shannon <u>Pohlod, Debra</u>	Chicago <u>Streator</u>	Illinois	773-505-3581 <u>815-673-2342</u>
Wipke, Christopher	Chicago	Illinois	773-680-6313
Picatto, Amelia	Collinsville	Illinois	618-530-3119
Grana, Denise	Crest Hill	Illinois	630-306-3538
Brand, Joshua <u>Manrriquez, Dayna</u>	Deerfield <u>Naperville</u>	Illinois	847-786-2470 <u>312-900-2159</u>
Fisher, Judy <u>Schumann, Brandie</u>	Des Plaines <u>Marengo</u>	Illinois	773-818-6595 <u>815-900-6525</u>
Nimmo, Joel <u>Hnatovic, Jeanine</u>	Edwardsville <u>Orland Park</u>	Illinois	618-444-2890 <u>708-955-4077</u>
Jackson, Elise	Elgin	Illinois	847-754-6143
Adorno, Frank <u>Premas, Melissa</u>	Elmhurst <u>Port Barrington</u>	Illinois	630-296-7447 <u>224-483-5752</u>
Rossano, George <u>Waller, Gerry</u>	Evergreen <u>Park Ridge</u>	Illinois	312-671-5652 <u>847-825-7761</u>
Chisu <u>Bell, Maria Ganges</u>	Franklin Park <u>Genoa</u>	Illinois	224-442-0397 <u>815-980-8645</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Lange <u>Brand, Georgia</u> <u>Joshua</u>	Lombard <u>Deerfield</u>	Illinois	630-627-0668 <u>847-786-2470</u>
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Pecoraro, Annmarie <u>Fisher, Judy</u>	Lombard <u>Des Plaines</u>	Illinois	630-475-9151 <u>773-818-6595</u>
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Fouts, Tiffanee <u>Monkewicz, Christina</u>	New Lenox <u>Chicago,</u>	Illinois	815-715-9577 <u>503-333-3444</u>
Williams, Zoretta <u>Crawley, Michael</u>	Oak Park <u>Wheeling</u>	Illinois	630-728-7232 <u>224-402-5362</u>
Hnatovic, Jeanine <u>Vermeiren, Nathan</u>	Orland Park <u>Belleville</u>	Illinois	708-955-4077 <u>618-578-0446</u>
Carroll, Kathryn <u>Egen, Jennifer</u>	Orland Pl <u>Glenview</u>	Illinois	708-382-1438 <u>847-920-4470</u>
Mepheron, Nicholas <u>Picatto, Amelia</u>	Oswego <u>Collinsville</u>	Illinois	260-402-4933 <u>618-530-3119</u>
Waller, Gerry <u>Pecoraro, Annmarie</u>	Park Ridge <u>Lombard</u>	Illinois	847-825-7761 <u>630-475-9151</u>
<u>Fouts, Tiffanee</u>	<u>New Lenox</u>	<u>Illinois</u>	<u>815-715-9577</u>
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Davenport, Everett <u>Mcdavid, Shannon</u>	Romeoville <u>Chicago</u>	Illinois	815-200-4166 <u>773-505-3581</u>
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Crawley <u>Mcevoy, Michael</u> <u>Tim</u>	Wheeling <u>Des Plaines</u>	Illinois	224-402-5362 <u>224-202-7609</u>
Nebijinates, Kelli <u>Wipke, Christopher</u>	Yorkville <u>Chicago</u>	Illinois	630-877-1932 <u>773-680-6313</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Sherrill, Patricia <u>Winans, Jarold</u>	Avon <u>Muncie</u>	Indiana	317-556-6548 <u>317-606-3663</u>
Rains, Terry <u>Regnier, Jessica</u>	Columbus <u>Lake Station</u>	Indiana	812-657-0777 <u>219-314-3960</u>
Coursen <u>Harris, Dixie</u> <u>Ben</u>	Fishers <u>Indianapolis</u>	Indiana	317-863-5160 <u>317-548-2003</u>
<u>Carey, Paula</u>	<u>Brownsburg</u>	<u>Indiana</u>	<u>463-294-8118</u>
<u>Peaper, Carleen</u>	<u>Indianapolis</u>	<u>Indiana</u>	<u>317-780-0840</u>
<u>Fuller, Michael</u>	<u>Fort Wayne</u>	Indiana	<u>260-622-8200</u>
<u>Flaherty, Martin</u>	<u>Noblesville</u>	<u>Indiana</u>	<u>317-340-8801</u>
<u>Stephens, Charity</u>	<u>Scottsburg</u>	<u>Indiana</u>	<u>812-414-1839</u>
<u>Millhouse, Rita</u>	<u>Monticello</u>	<u>Indiana</u>	<u>574-965-2527</u>
<u>Burns, Christi</u>	<u>Fort Wayne</u>	Indiana	<u>260-338-8202</u>
Brown, Daniel <u>Burczak, Darline</u>	Fort Wayne <u>Munster</u>	Indiana	260-755-5624 <u>219-546-1700</u>
Rickey, Pamela <u>Britt, Bennie</u>	Gas City <u>Westfield</u>	Indiana	765-609-9066 <u>317-399-6176</u>
Hoover, Jennifer <u>Stephens, Deann</u>	Greenwood <u>Winslow</u>	Indiana	317-300-4521 <u>812-789-6773</u>
<u>Coursen, Dixie</u>	<u>Fishers</u>	<u>Indiana</u>	<u>317-863-5160</u>
<u>Shoaf, Kathryn</u>	<u>Hobart</u>	Indiana	<u>219-608-2002</u>
Harris <u>Pang, Ben</u> <u>Lisa</u>	<u>Indianapolis</u>	Indiana	317-548-2003 <u>317-342-4200</u>
Peaper, Carleen <u>Edwards, Gary</u>	Indianapolis <u>Brownsburg</u>	Indiana	317-780-0840 <u>317-520-1328</u>
Pang <u>Murray, Lisa</u> <u>Whitney</u>	Indianapolis <u>Carmel</u>	Indiana	317-342-4200 <u>317-620-6600</u>
<u>Rittenhouse, Greg</u>	<u>Portland</u>	<u>Indiana</u>	<u>260-202-9040</u>
<u>Maynard, Amanda</u>	<u>Portage</u>	<u>Indiana</u>	<u>219-200-1022</u>
<u>Hoover, Jennifer</u>	<u>Greenwood</u>	<u>Indiana</u>	<u>317-300-4521</u>
<u>Brown, Daniel</u>	<u>Fort Wayne</u>	<u>Indiana</u>	<u>260-755-5624</u>
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Regnier, ——— Jessica <u>Hetherington, Laura</u>	Lake Station <u>Porter</u>	Indiana	219-314-3960 <u>219-395-6170</u>
Comegys, Tiffany <u>Lebo, Kari</u>	Laporte <u>Rochester</u>	Indiana	219-928-0502 <u>574-835-4933</u>
<u>Collins, Kathy</u>	<u>Leavenworth</u>	Indiana	<u>812-739-2800</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Lyons, Kim	Lebanon	Indiana	765-325-2589
Lehman, Belinda	Linton	Indiana	812-798-4493
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Winans, Jarold	Muncie	Indiana	317-606-3663
Burezak, Darline	Munster	Indiana	219-546-1700
Hardy, Allison	Noblesville	Indiana	317-645-6217
Flaherty, Martin	Noblesville	Indiana	317-340-8801
Laver, Mike	Plainfield	Indiana	317-838-9741
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Rittenhouse, Greg	Portland	Indiana	260-202-9040
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Freude, Pepe	Lenexa	Kansas	913-667-4455
Thompson, Holly	Olathe	Kansas	913-209-8340
Sweeney, Richard	Olathe	Kansas	913-802-3700
Kerns, Cherity	Osage City	Kansas	785-633-6715
Esposito, Jeanette <u>Smith, Bobby</u>	Overland Park	Kansas	913-904-4907 <u>913-378-7541</u>
Sprague—Costa, Amber <u>Campbell, Stephen</u>	Parsons <u>Topeka</u>	Kansas	918-510-4499 <u>785-250-2754</u>
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Henry <u>Kerns, Donna</u> <u>Cherity</u>	Wakefield <u>Osage City</u>	Kansas	785-571-0626 <u>785-633-6715</u>
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Hoard, Mark	Crestwood	Kentucky	502-291-1796
Schneider, Jennifer	Ft Mitchell	Kentucky	859-341-5093
Kirby, Teresa	Glasgow	Kentucky	270-843-9116
Collins, Michael	Irvine	Kentucky	606-975-1720
Daisey, Brenda	La Grange	Kentucky	502-742-4505
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Evans, Shay	Louisville	Kentucky	502-214-5954
Beanblossom, Brent <u>Daisey, Brenda</u>	Louisville <u>La Grange</u>	Kentucky	888-469-0410 <u>502-742-4505</u>
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<u>Schneider, Jennifer</u>	<u>Ft Mitchell</u>	<u>Kentucky</u>	<u>859-341-5093</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Pitre <u>Julian, Kelly</u> <u>Brian</u>	Baton Rouge <u>Mandeville</u>	Louisiana	225-255-2171 <u>985-727-1817</u>
Cathey, Macqueline <u>Courville,</u> <u>Joseph</u>	Baton Rouge <u>Marksville</u>	Louisiana	225-300-4790 <u>318-295-1464</u>
Weitz, Sandra <u>Lasalla, Darren</u>	Baton Rouge <u>Slidell</u>	Louisiana	225-757-9944 <u>985-259-4707</u>
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Roques, Theresa <u>Abney, Erin</u>	Chalmette <u>Slidell</u>	Louisiana	504-812-9601 <u>985-768-1733</u>
Duplechin, Annette	Deridder	Louisiana	337-226-5650
Decou, Kristi	Lafayette	Louisiana	501-258-2177
Tolbert, Ted <u>Hamilton,</u> <u>Ma</u> <u>Theresa</u>	Lafayette <u>Norco</u>	Louisiana	954-344-8060 <u>888-897-4238</u>
<u>Sias</u> <u>Pitre, Tonja</u> <u>Kelly</u>	Lafayette <u>Baton Rouge</u>	Louisiana	337-344-7861 <u>225-255-2171</u>
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Guidry, Lisa <u>Cathey, Macqueline</u>	Marrero <u>Baton Rouge</u>	Louisiana	504-516-2121 <u>225-300-4790</u>
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<u>Johnson, Bobby</u>	<u>New Orleans</u>	<u>Louisiana</u>	<u>504-407-3019</u>
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Morris, Timothy <u>Nauman, Eileen</u>	New Orleans <u>Slidell</u>	Louisiana	504-418-1606 <u>504-858-0830</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Welsh, ———— <u>Joeclyn</u> <u>Brumbaugh,</u> <u>Angela</u>	Baltimore <u>Upper Marlboro</u>	Maryland	443-288-1808 <u>240-206-6500</u>
Watkins, Wayne <u>Ogbuka, Anthony</u>	Baltimore <u>Randallstown</u>	Maryland	410-889-1392 <u>954-344-8060</u>
Davis <u>Cline, Carl</u> <u>Barbara</u>	Bowie <u>Frederick</u>	Maryland	301-704-8568 <u>240-575-5966</u>
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<u>Anthony, Carlisa</u>	<u>Capitol Heights</u>	Maryland	240-743-6330
Singleton, Beverly <u>Hoskins, Carrie</u>	Clinton <u>Parkville</u>	Maryland	301-856-6933 <u>410-207-8788</u>
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<u>Arroyo, Dale</u>	<u>Olney</u>	<u>Maryland</u>	<u>301-924-6222</u>
Jackson, ———— <u>Lakeisha</u> <u>Peterson,</u> <u>Danielle</u>	Columbia	Maryland	443-445-0074 <u>443-351-4115</u>
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Remesz-Guerrette, —Alicia <u>Belletiere,</u> <u>Paula</u>	Frederick <u>Glen Burnie</u>	Maryland	734-358-2817 <u>410-493-6922</u>
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Wickham Jr, William <u>Butler, Leslie</u>	Joppa <u>Germantown</u>	Maryland	410-679-1888 <u>202-256-3779</u>
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Riley, Martinique <u>Schoelen, Patrick</u>	Upper Marlboro <u>Mount Airy</u>	Maryland	202-308-0232 <u>240-394-9622</u>
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Patel <u>Watkins, Hetal</u> <u>Wayne</u>	Woodbine <u>Baltimore</u>	Maryland	240-875-0420 <u>410-889-1392</u>
Howell, — <u>Kimberly</u> <u>Wickham Jr, William</u>	Amesbury <u>Joppa</u>	Massachusetts <u>Maryland</u>	978-378-5221 <u>410-679-1888</u>
Thompson, Denise <u>Read, Allison</u>	Andover <u>Hyannis</u>	Massachusetts	978-973-0296 <u>978-263-7795</u>

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Dawson, Margaret <u>Chambo, Chris</u>	Concord <u>West Springfield</u>	Massachusetts	978-460-5642 <u>413-314-4120</u>
Kassiotis <u>Rice, Bob</u> <u>Carol</u>	Danvers <u>Sudbury</u>	Massachusetts	617-543-5792 <u>978-218-2700</u>
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Read, Allison <u>Carbonaro, Peter</u>	Hyannis <u>Boxford</u>	Massachusetts	978-263-7795 <u>617-981-2599</u>
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Bull, Nicholas	Leominster	Massachusetts	978-227-5624
Mystal, Hjois <u>Registre, Gislene</u>	Malden <u>Middleboro</u>	Massachusetts	781-299-4908 <u>781-473-6099</u>
Adam, Regine <u>Velasquez, Hermese</u>	Manchester By The Sea <u>South Walpole</u>	Massachusetts	978-624-0001 <u>617-308-0506</u>
Gallagher, Pamela <u>Labelle, Jason</u>	Mashpee <u>Pittsfield</u>	Massachusetts	508-681-0677 <u>413-770-4842</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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<u>Leach, Susan</u>	<u>Dowagiac</u>	<u>Michigan</u>	<u>269-235-5362</u>
<u>Tang, Heather</u>	<u>Clarkston</u>	<u>Michigan</u>	<u>248-238-5594</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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Powers, William	Imperial	Missouri	636-218-9882
House, Mary Kathryn <u>Rowland, Jeanette</u>	Independence <u>Ballwin</u>	Missouri	816-796-9400 <u>314-387-9083</u>
Leuthardt, Tobias <u>Payne, Jarrett</u>	Kansas City <u>Springfield</u>	Missouri	913-906-8050 <u>417-631-7455</u>
Miller, Jerene	Kansas City	Missouri	954-344-8060 <u>816-446-9857</u>
<u>Ortbals, Patricia</u>	<u>St Peters</u>	<u>Missouri</u>	<u>636-970-7447</u>
<u>Robinson, Karen</u>	<u>St Louis,</u>	<u>Missouri</u>	<u>573-348-2833</u>
<u>Bodine, Karl</u>	<u>Saint Charles</u>	<u>Missouri</u>	<u>636-223-5500</u>
Beane, David	Kansas City	Missouri	816-741-5745
Orth <u>Smoot, Robert</u> <u>Kimberly</u>	Kansas City <u>Saint Louis</u>	Missouri	816-744-8255 <u>314-858-6065</u>
Spraul <u>Lewis, Ryan</u> <u>Neal</u>	Kansas City <u>St. Peters</u>	Missouri	913-358-6800 <u>314-685-4070</u>
Nelson, Sandra <u>Keeler, Diana</u>	Kansas City	Missouri	816-808-8345 <u>785-214-3765</u>
Helm <u>Hardy, Tina</u> <u>Marvin</u>	Lebanon <u>St. Charles</u>	Missouri	417-991-1750 <u>636-433-6620</u>
Lindsay, Mark <u>House, Mary</u> <u>Kathryn</u>	Lee's Summit <u>Independence</u>	Missouri	816-777-2939 <u>816-796-9400</u>
Pierce, Dustin <u>Johnson, Paula</u>	Nixa <u>Hollister</u>	Missouri	417-289-8942 <u>830-837-3093</u>
Robinson, Karen <u>Demarco, Raymond</u>	Osage Beach <u>Wentzville</u>	Missouri	573-348-2833 <u>636-578-7536</u>
Fogle <u>Orth, Angela</u> <u>Robert</u>	Peculiar <u>Kansas City</u>	Missouri	816-406-4923 <u>816-744-8255</u>
Koester, Steven	Saint Charles	Missouri	636-720-2776
Smoot, Kimberly	Saint Louis	Missouri	314-858-6065

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Schoo, Ryan	Saint Louis	Missouri	314-303-1898
Cox <u>Spraul, Angela</u> <u>Ryan</u>	Smithville <u>Kansas City</u>	Missouri	816-682-2613 <u>913-358-6800</u>
Payne, Jarrett <u>Koester, Steven</u>	Springfield <u>Saint Charles</u>	Missouri	417-631-7455 <u>636-720-2776</u>
Schaefer, Allie <u>Nelson, Sandra</u>	St-Charles <u>Kansas City</u>	Missouri	636-346-3111 <u>816-808-8345</u>
Brengle, John <u>Hayes, William</u>	St-Charles <u>Branson</u>	Missouri	636-233-1612 <u>520-370-9777</u>
Manzy, Sharon	St Louis	Missouri	314-925-8163
Witte, Stacey	St Louis	Missouri	314-282-7245
Ortals, Patricia <u>Stratton, Monty</u>	St-Peters <u>Clinton</u>	Missouri	636-970-7447 <u>660-460-1043</u>
Hardy <u>Sauer, Marvin</u> <u>Elizabeth</u>	St. Charles <u>Chesterfield</u>	Missouri	636-433-6620 <u>636-778-2469</u>
Bandy <u>Petty, Micheal</u> <u>Danielle</u>	St. Louis <u>Chesterfield</u>	Missouri	503-946-8479 <u>636-778-2446</u>
Lewis <u>Holmes, Neal</u> <u>Angela</u>	St. Peters <u>Labadie</u>	Missouri	314-685-4070 <u>636-432-8041</u>
Meleod, Gail <u>Rivera Alvarado, Edwin</u>	Town & Country <u>Creve Coeur</u>	Missouri	314-786-5720 <u>314-578-9930</u>
Lilley, Craig <u>Smith, Christy</u>	Weldon-Spring <u>Doniphan</u>	Missouri	636-244-4557 <u>573-996-2427</u>
Russell, Jason <u>Lockwood, William</u> <u>David</u>	Wentzville <u>Chesterfield</u>	Missouri	636-856-0871 <u>636-235-0040</u>
Demareo <u>Daming, Raymond</u> <u>Ken</u>	Wentzville <u>Augusta</u>	Missouri	636-578-7536 <u>636-283-0379</u>
Bedford <u>Switlik, Zee</u> <u>Zeta</u>	Bigfork <u>Cameron</u>	Montana <u>Missouri</u>	406-471-7682 <u>816-632-2420</u>
Wenger, Matthew	Bozeman	Montana	949-429-0770
<u>Messina, Richard</u>	<u>Columbia Falls</u>	<u>Montana</u>	<u>406-215-2115</u>
Wenel, Shannon	Helena	Montana	406-422-4978
Lee, Deborah	Kalispell	Montana	406-885-6509
Kay <u>Mae, Iris</u> <u>Aba</u>	Kalispell	Montana	406-898-7584
Nelson, Marla	Kalispell	Montana	406-609-0755
<u>O'Leary, Robert</u>	<u>Butte</u>	<u>Montana</u>	<u>406-565-5062</u>
<u>Bedford, Zoe</u>	<u>Bigfork</u>	<u>Montana</u>	<u>406-471-7682</u>
Luebe <u>Marr, Janis</u> <u>Erin</u>	Bee <u>Lincoln</u>	Nebraska	928-636-0184 <u>402-875-5035</u>
Patel, Darsanbhai	Bellevue	Nebraska	402-714-1077
Williams, Laura	Elkhorn	Nebraska	402-334-4120
Ramig <u>Luebe, Sherry</u> <u>Janis</u>	Lewellen <u>Bee</u>	Nebraska	303-810-5216 <u>928-636-0184</u>
Marr, Erin	Lincoln	Nebraska	402-875-5035
Webber, Sherry <u>Neville, Ashley</u>	Omaha	Nebraska	402-457-4406 <u>531-203-1557</u>
Headley, Rebecca	Plattsmouth	Nebraska	402-297-2963

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
King, Sherri	<u>Omaha</u>	<u>Nebraska</u>	<u>402-590-0480</u>
Webber, Sherry	<u>Omaha</u>	<u>Nebraska</u>	<u>402-457-4406</u>
Sinsel, Lisa	<u>Upland</u>	<u>Nebraska</u>	<u>308-830-2121</u>
Howard, Anthony <u>Sweeney,</u> <u>Carolyn</u>	Dayton <u>Pahrump</u>	<u>Nevada</u>	775-241-3390 <u>725-696-8600</u>
Perez, Georganna <u>Lombardo, Rita</u>	Gardnerville <u>Henderson</u>	<u>Nevada</u>	626-787-1141 <u>720-226-9333</u>
Lombardo, Rita <u>Phoenix, Charles</u>	Henderson <u>North Las Vegas</u>	<u>Nevada</u>	720-226-9333 <u>954-344-8060</u>
Bouchard <u>Rush, Betty</u> <u>Carol</u>	Henderson <u>Las Vegas</u>	<u>Nevada</u>	702-457-2789 <u>702-798-7874</u>
Armstrong <u>Bouchard, David</u> <u>Betty</u>	<u>Henderson</u>	<u>Nevada</u>	702-823-5763 <u>702-457-2789</u>
Mier <u>Howard,</u> <u>Margarita</u> <u>Anthony</u>	Henderson <u>Dayton</u>	<u>Nevada</u>	702-829-0377 <u>775-241-3390</u>
Foresi <u>Romano, Robin</u> <u>Mia</u>	Henderson <u>Las Vegas</u>	<u>Nevada</u>	702-582-0314 <u>702-550-7886</u>
Rush <u>Williams, Carol</u> <u>Gail</u>	Las Vegas <u>Reno</u>	<u>Nevada</u>	702-798-7874 <u>561-223-7377</u>
Romano <u>Scott, Mia</u> <u>Deirdre</u>	<u>Las Vegas</u>	<u>Nevada</u>	702-550-7886 <u>725-285-7773</u>
Paul, Erin	<u>Las Vegas</u>	<u>Nevada</u>	<u>805-535-3600</u>
Altavas, Heinrich Chester Ramos	<u>Las Vegas</u>	<u>Nevada</u>	<u>725-910-8117</u>
<u>Greenspon, Ricki</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-321-5101</u>
<u>Boura, Jennifer</u>	<u>Sparks</u>	<u>Nevada</u>	<u>530-774-0114</u>
<u>Erickson, Judith</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-249-6135</u>
Kriethe, Julie	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-370-2238</u>
<u>Colenzo, Kim</u>	<u>Minden</u>	<u>Nevada</u>	<u>707-292-7312</u>
<u>Powell, Rebecca</u>	<u>Spring Creek</u>	<u>Nevada</u>	<u>775-299-1692</u>
<u>Berry, Lori</u>	<u>Reno</u>	<u>Nevada</u>	<u>650-533-8072</u>
<u>Armstrong, David</u>	<u>Henderson</u>	<u>Nevada</u>	<u>702-823-5763</u>
<u>Sandoval, Melissa</u>	<u>Sparks</u>	<u>Nevada</u>	<u>949-289-4115</u>
Askia, Malik	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-439-9232</u>
<u>Mier, Margarita</u>	<u>Henderson</u>	<u>Nevada</u>	<u>702-829-0377</u>
<u>Gousev, Mary</u>	<u>Reno</u>	<u>Nevada</u>	<u>775-332-0580</u>
Roque, Milagros	<u>Las Vegas</u>	<u>Nevada</u>	<u>725-300-5277</u>
Silva, Matthew	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-530-6282</u>
<u>Allen, Debbie</u>	<u>Sparks</u>	<u>Nevada</u>	<u>775-770-4402</u>
<u>Perez, Georganna</u>	<u>Gardnerville</u>	<u>Nevada</u>	<u>626-787-1141</u>
Greenspon <u>Gadre, Rieki</u> <u>Rupa</u>	<u>Las Vegas</u>	<u>Nevada</u>	702-321-5101 <u>206-750-6220</u>
<u>Henderson, Shawn</u>	<u>North Las Vegas</u>	<u>Nevada</u>	<u>702-885-0222</u>
March, Hahn	<u>Las Vegas</u>	<u>Nevada</u>	<u>800-961-1748</u>
<u>Polisano, Ruby</u>	<u>Las Vegas</u>	<u>Nevada</u>	<u>702-832-2275</u>

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Bliesner, Susan	Las Vegas	Nevada	702-850-0393 <u>702-859-0393</u>
<u>Criddle, Carole</u>	<u>Sparks</u>	<u>Nevada</u>	<u>775-626-0202</u>
Meeks, Tina	Las Vegas	Nevada	917-658-8740
Colenzo, Kim	Minden	Nevada	707-292-7312
Phoenix, Charles	North Las Vegas	Nevada	954-344-8060
Henderson, Shawn	North Las Vegas	Nevada	702-885-0222
Sweeney, Carolyn	Pahrump	Nevada	725-696-8600
Williams, Gail	Reno	Nevada	561-223-7377
Berry, Lori	Reno	Nevada	650-533-8072
Gousev, Mary	Reno	Nevada	775-332-0580
Hollingsworth, Vaughn	Reno	Nevada	775-544-6792
Rowe, Wayne	Reno	Nevada	775-501-5631
Allen, Debbie <u>Wright, Whitney</u>	Sparks	Nevada	775-770-4402 <u>775-541-8372</u>
Boura, Jennifer <u>Foresi, Robin</u>	Sparks <u>Henderson</u>	Nevada	530-774-0114 <u>702-582-0314</u>
Criddle, Mcgorry, Carole <u>Sean</u>	Sparks <u>Manchester</u>	Nevada <u>New Hampshire</u>	775-626-0202 <u>603-296-7839</u>
<u>Edwards, David</u>	<u>Salem</u>	<u>New Hampshire</u>	<u>603-560-0050</u>
<u>Canavan, Denise</u>	<u>Nashua</u>	<u>New Hampshire</u>	<u>603-459-8238</u>
<u>Williams, Dennis</u>	<u>N. Hampton</u>	<u>New Hampshire</u>	<u>603-964-7447</u>
Bernstein, Eric	Brookline	New Hampshire	603-732-0334
Dimaggio, Patricia <u>Lacroix, Kristy</u>	Croydon <u>Newton</u>	New Hampshire	603-863-1758 <u>603-382-3596</u>
Ferreira, Doug <u>Visco, Barbara</u>	Derry <u>Merrimack</u>	New Hampshire	603-490-9622 <u>603-377-7569</u>
St. Pierre, Joe	Derry	New Hampshire	603-421-0621
Leedberg, Ann	Hampstead	New Hampshire	603-404-1705
Modjeska, Sharon	Haverhill	New Hampshire	603-989-2026
Paladino, Lisa	Manchester	New Hampshire	978-717-1816
Visco, Leedberg, Barbara <u>Ann</u>	Merrimack <u>Hampstead</u>	New Hampshire	603-377-7569 <u>603-404-1705</u>
Williams, Macgregor, Dennis <u>Ruth</u>	N. Hampton <u>Hainesport</u>	New Hampshire <u>Jersey</u>	603-964-7447 <u>609-914-4530</u>
Canavan, Tew, Denise <u>Alicia</u>	Nashua <u>Bound Brook</u>	New Hampshire <u>Jersey</u>	603-459-8238 <u>813-760-0821</u>
Lacroix, Kristy	Newton	New Hampshire	603-382-3596
Edwards, David	Salem	New Hampshire	603-560-0050
Magoon, Harold	Salem	New Hampshire	603-425-3537
Meli, Gregory <u>Shringarpure, Niles</u>	Allenwood <u>Mountain Lakes</u>	New Jersey	848-878-3333 <u>913-815-4875</u>
Case, Senus, Rob <u>Arlene</u>	Annandale <u>Cookstown</u>	New Jersey	908-388-4919 <u>609-480-8960</u>
Sullivan, Mary Beth <u>Russo, Azenith Kaye</u>	Annandale <u>Martinsville</u>	New Jersey	908-752-4976 <u>908-947-8887</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Kemmerer, Linda <u>Yoffe, Eccs,</u> <u>Nancy</u>	Atlantic City <u>Summit</u>	New Jersey	609-290-1199 <u>864-579-</u> <u>3082</u>
Nguyen <u>Mackey, Ngan</u> <u>Brian</u>	Atlantic City <u>Waldwick</u>	New Jersey	954-344-8060 <u>201-857-</u> <u>5088</u>
Johnson, Pamela <u>Borges, Brunilda</u>	Atlantic Highlands <u>Iselin</u>	New Jersey	848-300-8117 <u>973-517-</u> <u>4474</u>
Wild <u>Zirpola, Tracy</u> <u>Janet</u>	Avenel <u>Edison</u>	New Jersey	732-423-3605 <u>732-662-</u> <u>3402</u>
Gutchigian, Mary Ann <u>Schwartz,</u> <u>Catherine</u>	Beach Haven Crest <u>Forked</u> <u>River</u>	New Jersey	609-467-7979 <u>908-406-</u> <u>0693</u>
Tietjen, Michael <u>Cavalli, Cheryl</u>	Belvidere <u>Robbinsville</u>	New Jersey	908-453-4307 <u>609-577-</u> <u>4872</u>
Verma <u>Jones, Nishant</u> <u>Christin</u>	Berkeley Heights <u>Teaneck</u>	New Jersey	908-517-1107 <u>201-836-</u> <u>0184</u>
Neske <u>Cura, Sande</u> <u>Christine</u>	Bloomsbury <u>Warren</u>	New Jersey	908-995-7013 <u>908-864-</u> <u>3836</u>
Few <u>Duffy, Alicia</u> <u>Christine</u>	Bound Brook <u>Howell</u>	New Jersey	813-760-0821 <u>848-298-</u> <u>1431</u>
Duffy, Christine <u>Fresco, Cindy</u>	Brick <u>Clark</u>	New Jersey	848-298-1431 <u>732-381-</u> <u>4386</u>
Jones <u>Costa, Linda</u> <u>Benjamin</u>	Brick <u>Nutley</u>	New Jersey	732-256-1364 <u>973-798-</u> <u>2493</u>
Tu <u>Moronta, Jennifer</u> <u>Ismael</u>	Brick <u>Secaucus</u>	New Jersey	732-966-3302 <u>201-832-</u> <u>6040</u>
Cassie, Cheryl <u>Moriano, Frank</u>	Brick <u>Fairfield</u>	New Jersey	732-966-6714 <u>888-742-</u> <u>1499</u>
Pallaki, Sheila <u>Kimszal, Margaret</u>	Bridgewater <u>Hackensack</u>	New Jersey	908-393-9815 <u>973-765-</u> <u>6277</u>
Fresco <u>Lunt, Cindy</u> <u>Debra</u>	Clark <u>Williamstown</u>	New Jersey	732-381-4386 <u>609-238-</u> <u>7321</u>
Tilton, Maria <u>Garone, Denise</u>	Clarksburg <u>Holmdel</u>	New Jersey	732-410-8962 <u>732-888-</u> <u>0016</u>
<u>Daugherty, Clark</u>	<u>Willingboro</u>	<u>New Jersey</u>	<u>609-556-9066</u>
<u>Reyes, Angeli</u>	<u>Matawan</u>	<u>New Jersey</u>	<u>848-310-1910</u>
Senus, Arlene <u>Houston, Betty</u>	Cookstown <u>Pompton Lakes</u>	New Jersey	954-344-8060 <u>973-835-</u> <u>8556</u>
Desai, Bhavesh <u>Mcintyre,</u> <u>Michaeline</u>	Cream Ridge <u>Sewell</u>	New Jersey	908-287-2835 <u>856-282-</u> <u>1616</u>
Logue <u>Pope, Jerry</u> <u>Matilde</u>	Delanco <u>West Orange,</u>	New Jersey	856-255-5056 <u>973-521-</u> <u>9030</u>
Kundan, Shavana <u>Hariegel, Lisa</u>	East Orange <u>Swedesboro</u>	New Jersey	973-803-9838 <u>856-324-</u> <u>6413</u>
Han <u>Walsh, Naney</u> <u>Donna</u>	Edgewater <u>Summit</u>	New Jersey	347-921-0887 <u>973-339-</u> <u>3000</u>
Zirpola, Janet <u>Waclawik, Mary</u> <u>Ann</u>	Edison <u>Long Branch</u>	New Jersey	732-662-3402 <u>732-397-</u> <u>3626</u>
Gray <u>Arrunategui, Dawn</u> <u>Hans</u>	Edison <u>North Caldwell</u>	New Jersey	732-742-8785 <u>954-344-</u> <u>8060</u>
<u>Hagan, Heather</u>	<u>Sicklerville</u>	<u>New Jersey</u>	<u>856-481-2606</u>
<u>Prizzi, Anna</u>	<u>Freehold</u>	<u>New Jersey</u>	<u>732-993-7713</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Khetarpaal, Sanjay	Englishtown	New Jersey	848-373-1642
Moriano <u>Lowell</u> , Frank <u>Nancy</u>	Fairfield <u>Monroe Township</u>	New Jersey	888-742-1499 <u>609-423-4802</u>
Cianci, Lois Ann <u>Roman, Ivelisse</u>	Flanders <u>Paramus</u>	New Jersey	973-584-3155 <u>201-694-4028</u>
Gagliardo <u>Feldman, Diane</u> <u>Jared</u>	Flemington <u>Livingston</u>	New Jersey	908-905-0555 <u>973-828-8800</u>
Schwartz, Catherine <u>Logue, Jerry</u>	Forked River <u>Delanco</u>	New Jersey	908-406-0693 <u>856-255-5056</u>
Marino <u>Whelan, David</u> <u>Jill</u>	Forked River <u>Vineland</u>	New Jersey	732-966-3422 <u>609-467-8747</u>
Pollaek <u>Giannullo, Monica</u> <u>John</u>	Franklin Lakes <u>North Brunswick</u>	New Jersey	201-485-7771 <u>732-790-2516</u>
<u>Harsell, John</u> , Brian	Freehold <u>Pennington</u>	New Jersey	732-993-7713 <u>609-439-1855</u>
Dronne <u>Wells, Joy</u> <u>Kobie</u>	Freehold <u>Metuchen</u>	New Jersey	732-252-9626 <u>732-253-4195</u>
Kaminsky <u>Frieder, Shelly</u> <u>Evan</u>	Freehold <u>Mendham</u>	New Jersey	732-801-4151 <u>908-300-9448</u>
Chiurazzi <u>Gagliardo, Janet</u> <u>Diane</u>	Glen Gardner <u>Flemington</u>	New Jersey	732-404-1687 <u>908-905-0555</u>
Maegregor, Ruth <u>Mcenair, Jacqueline</u>	Hainesport <u>Voorhees</u>	New Jersey	609-914-4530 <u>856-408-4408</u>
Patel, Girish <u>Kemmerer, Linda</u>	Hillsborough <u>Atlantic City</u>	New Jersey	908-397-5988 <u>609-290-1199</u>
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Garone <u>Seidman, Denise</u> <u>Adam</u>	Holmdel <u>Sicklerville</u>	New Jersey	732-888-0016 <u>856-209-5559</u>
Delurski, Christine <u>Wild, Tracy</u>	Hopateong <u>Avenel</u>	New Jersey	973-222-9141 <u>732-423-3605</u>
Egan <u>Cianci, Terrence</u> <u>Lois Ann</u>	Howell <u>Flanders</u>	New Jersey	718-619-5464 <u>973-584-3155</u>
Grant <u>Osorio, Qwana</u> <u>Luis</u>	Howell <u>Saddlebrook</u>	New Jersey	848-444-3515 <u>862-376-3338</u>
Borges, Brunilda <u>Chiurazzi, Janet</u>	Iselin <u>Glen Gardner</u>	New Jersey	973-517-4474 <u>732-404-1687</u>
Allen <u>Abady, Cynthia</u> <u>Marc</u>	Layton <u>Ocean</u>	New Jersey	973-948-9694 <u>732-614-3239</u>
Feldman, Jared <u>Fields-Marshall, Margaret</u>	Livingston <u>South Orange</u>	New Jersey	973-828-8800 <u>973-382-2799</u>
Waclawik, Mary Ann <u>Penn, Marjorie</u>	Long Branch <u>Sicklerville</u>	New Jersey	732-397-3626 <u>856-883-8055</u>
Robbins, Fran <u>Simicich, Marjorie</u>	Marlton <u>Egg Harbor Twp</u>	New Jersey	856-465-3172 <u>609-442-2936</u>
Russo, Azenith Kaye <u>Gutchigian, Mary Ann</u>	Martinsville <u>Beach Haven Crest</u>	New Jersey	908-947-8887 <u>609-467-7979</u>
Reyes <u>Verma, Angeli</u> <u>Nishant</u>	Matawan <u>Berkeley Heights</u>	New Jersey	848-310-1910 <u>908-517-1107</u>
Chan <u>Conoval, Sue</u> <u>Linda</u>	Matawan <u>Wanaque</u>	New Jersey	732-765-8033 <u>201-315-3424</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Frieder, Evan <u>Given, Michael</u>	Mendham <u>North Plainfield</u>	New Jersey	908-300-9448 <u>908-769-8998</u>
Kozma, Hortensia <u>Mckeown, Michelle</u>	Mendham <u>Hillsborough</u>	New Jersey	973-543-5316 <u>352-717-4103</u>
Wells, Kobie <u>Melhorn, Lorraine</u>	Metuchen <u>Wharton</u>	New Jersey	732-253-4195 <u>973-442-2727</u>
Lowell, Nancy <u>Pollack, Monica</u>	Monroe Township <u>Franklin Lakes</u>	New Jersey	609-423-4802 <u>917-570-4220</u>
Mankin <u>Beattie, Bob</u> <u>Heather</u>	Monroe Twp <u>Manahawkin</u>	New Jersey	908-421-3647 <u>609-309-9302</u>
Pope <u>Han, Matilde</u> <u>Nancy</u>	N. Caldwell <u>Edgewater</u>	New Jersey	973-521-9030 <u>347-921-0887</u>
Arrunategui <u>Johnson, Hans</u> <u>Pamela</u>	North Caldwell <u>Atlantic Highlands</u>	New Jersey	954-344-8060 <u>848-300-8117</u>
Given <u>Raph, Michael</u> <u>Francine</u>	North Plainfield <u>Northfield</u>	New Jersey	908-769-8998 <u>609-300-2498</u>
Costa, Benjamin	Nutley	New Jersey	973-798-2493
Abady, Mare	Ocean	New Jersey	732-614-3239
Mount, Michele	Old Bridge	New Jersey	201-344-6062
Roman, Ivelisse <u>Rachel</u>	Paramus <u>South Amboy</u>	New Jersey	201-694-4028 <u>908-902-0569</u>
Harsell, John	Pennington	New Jersey	609-439-1855
Houston, Betty	Pompton Lakes	New Jersey	973-835-8556
Cavalli, Cheryl	Robbinsville	New Jersey	609-577-4872
Willms, Randall	Rockaway	New Jersey	973-347-5900
Reynolds <u>Mankin, Thomas</u> <u>Bob</u>	Sayreville <u>Monroe Twp</u>	New Jersey	732-900-2593 <u>908-421-3647</u>
Debritto, Debra <u>Rooks, Talayia</u>	Sayreville <u>Warren</u>	New Jersey	732-238-1932 <u>908-300-2406</u>
Triana, Daniel <u>Singhchai, Rosary</u>	Sea Bright <u>Wayne</u>	New Jersey	732-998-7673 <u>732-841-0669</u>
Nolin <u>Nguyen, Nancy</u> <u>Ngan</u>	Sea Girt <u>Atlantic City</u>	New Jersey	808-785-1330 <u>609-515-5363</u>
Moronta, Ismael <u>Azari, Mehrnosh</u>	Secaucus <u>Warren</u>	New Jersey	201-832-6040 <u>201-723-0092</u>
Meintyre, Michaeline <u>Kozma, Hortensia</u>	Sewell <u>Mendham</u>	New Jersey	856-282-1616 <u>973-543-5316</u>
Hagan, Heather <u>Tilton, Maria</u>	Sicklerville <u>Clarksburg</u>	New Jersey	856-481-2606 <u>732-410-8962</u>
Seidman, Adam <u>Kundan, Shavana</u>	Sicklerville <u>East Orange</u>	New Jersey	856-209-5559 <u>973-803-9838</u>
Penn <u>Rhodes, Marjorie</u> <u>Shelby</u>	Sicklerville <u>Chester</u>	New Jersey	856-883-8055 <u>973-945-9494</u>
Roman <u>Desai, Rachel</u> <u>Bhavesb</u>	South Amboy <u>Cream Ridge</u>	New Jersey	732-443-0598 <u>908-287-2835</u>
Fields Marshall, Margaret	South Orange	New Jersey	973-382-2799
Molbury, Sylvia	Sparta	New Jersey	973-940-0202
Warren, Jeanette	Stewartsville	New Jersey	908-627-6667

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Yoffe Chan , Eees, Nancy <u>Sue</u>	Summit <u>Matawan</u>	New Jersey	864-579-3082 <u>732-765-8033</u>
Walsh, Donna <u>Pallaki</u> , Sheila	Summit <u>Bridgewater</u>	New Jersey	973-339-3000 <u>908-393-9815</u>
Mephail , Lawrence <u>Marino</u> , David	Sussex <u>Forked River</u>	New Jersey	732-982-7847 <u>732-966-3422</u>
Hariegel , Lisa <u>Egan</u> , Terrence	Swedesboro <u>Howell</u>	New Jersey	856-324-6413 <u>718-619-5464</u>
Jones <u>Patel</u> , Christin <u>Girish</u>	Teaneck <u>Hillsborough</u>	New Jersey	201-836-0184 <u>908-3975988</u>
Whelan , Jill <u>Tietjen</u> , Michael	Vineland <u>Belvidere</u>	New Jersey	609-467-8747 <u>908-453-4307</u>
Menair , Jacqueline <u>Grant</u> , Qwana	Voorhees <u>Howell</u>	New Jersey	856-408-4408 <u>848-444-3515</u>
Mackey <u>Vargas</u> , Brian <u>Toni</u>	Waldwick <u>Union</u>	New Jersey	201-857-5088 <u>718-513-8709</u>
Conoval <u>Surat</u> , Linda <u>Susan</u>	Wanaque <u>Wyckoff</u>	New Jersey	201-315-3424 <u>201-485-8751</u>
Cura <u>Tu</u> , Christine <u>Jennifer</u>	Warren <u>Brick</u>	New Jersey	908-864-3836 <u>732-966-3302</u>
Rooks , Talayia <u>Debritto</u> , Debra	Warren <u>Sayreville</u>	New Jersey	908-300-2406 <u>732-238-1932</u>
Azari , Mehrnosh	Warren	New Jersey	201-723-0092
Singhehai , Rosary	Wayne	New Jersey	732-841-0669
Melhorn , Lorraine	Wharton	New Jersey	973-442-2727
Semcer , Melissa	Whitehouse Station	New Jersey	908-699-0555
Malecki, Andrew	Whitehouse Station	New Jersey	908-200-1320
Lunt <u>Cassie</u> , Debra <u>Cheryl</u>	Williamstown <u>Brick</u>	New Jersey	609-238-7321 <u>732-966-6714</u>
Daugherty , Clark <u>Sullivan</u> , <u>Mary Beth</u>	Willingboro <u>Annandale</u>	New Jersey	609-556-9066 <u>908-752-4976</u>
Surat , Susan	Wyckoff	New Jersey	201-485-8751
Lovell, Amy	Albuquerque	New Mexico	505-520-6454
Peake <u>Zushi</u> , Brad <u>Emily</u>	Albuquerque <u>Santa Fe</u>	New Mexico	505-933-2563 <u>505-610-5123</u>
Wright , Darin	Farmington	New Mexico	505-787-2192
Jones, Isabelle	Placitas	New Mexico	505-404-8406
Busch <u>Peake</u> , Jennifer <u>Brad</u>	Amherst <u>Albuquerque</u>	New York <u>Mexico</u>	716-939-7661 <u>505-933-2563</u>
Jemmott , Ronald <u>White</u> , Arlene	Amsterdam <u>Staten Island</u>	New York	518-290-3028 <u>718-984-1010</u>
Rivalsi , Steven <u>Wood</u> , Susan	Armonk <u>Pittsford</u>	New York	914-273-3387 <u>585-626-4110</u>
Dieostanzo , Michael <u>Mcgloster</u> , <u>Abigail</u>	Astoria <u>New York</u>	New York	718-777-0418 <u>646-229-8549</u>
Arluck <u>Seechung</u> , Andy <u>Porsha</u>	Atlantic Beach <u>New York</u>	New York	516-330-0573 <u>917-274-7997</u>
Hill <u>Wilson</u> , Renee <u>Alissa</u>	Attica <u>East Patchogue</u>	New York	585-535-4143 <u>631-569-0304</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Paul, Dody	Avon	New York	585-226-6558
Korte Alex , Sheila Alosh	Babylon <u>Tomkins Cove</u>	New York	631-893-4232 <u>914-236-4461</u>
Redden, Eleanor <u>Welsch, Deborah</u>	Baldwin <u>Penfield</u>	New York	516-524-3073 <u>585-433-0113</u>
Vanderwater, Kristen <u>Arluck, Andy</u>	Baldwinsville <u>Island Park</u>	New York	315-753-0524 <u>516-330-0573</u>
Lyons, Patricia-J <u>Hayward, Ann</u>	Baldwinsville <u>Valley Cottage</u>	New York	315-720-1909 <u>845-268-6822</u>
Lappin Perdue, Bill <u>Julia</u>	Baldwinsville <u>Massapequa</u>	New York	315-635-8261 <u>516-324-5473</u>
Davila — Hernandez, — Rebecca <u>Byrd, Kareem</u>	Ballston Lake <u>Bay Shore</u>	New York	518-248-5318 <u>631-358-3096</u>
Byrd, Kareem <u>Frederique, Cleasin</u>	Bay Shore <u>Elmont</u>	New York	631-358-3096 <u>516-673-7471</u>
<u>Montevecchio, Carol</u>	<u>Victor</u>	<u>New York</u>	<u>585-310-2220</u>
<u>Nyholm, Christine</u>	<u>Hauppauge</u>	<u>New York</u>	<u>631-774-9202</u>
Giugno, Maria <u>Sorice, Kristen</u>	Bronx <u>Somers</u>	New York	954-698-4475 <u>914-906-8799</u>
Stead Fagan, John <u>Dane</u>	Bronx <u>Esperance</u>	New York	347-398-8653 <u>518-949-4575</u>
Thomas Chester, Karen <u>David</u>	Bronx <u>Irvington</u>	New York	917-856-2546 <u>914-523-4345</u>
Ramos Davide, Lou <u>Linda</u>	Bronx <u>Grand Island</u>	New York	718-708-5983 <u>716-220-4470</u>
Cuvilje, Michael <u>Mcgeary, Debbie</u>	Bronx <u>East Rockaway</u>	New York	718-974-0786 <u>516-312-3084</u>
Maurer Sledge, Ryan <u>Debra</u>	Bronx <u>New Hyde Park</u>	New York	929-430-4450 <u>516-528-3663</u>
Lindo, Ivette <u>Robertson, Deborah</u>	Brooklyn <u>Commack</u>	New York	718-576-1275 <u>717-701-6595</u>
Dash Viotto, Maurisha <u>Sharon</u>	Brooklyn <u>Rockville Centre</u>	New York	718-709-4714 <u>516-867-7215</u>
Vargas Perron, Toni <u>Amy</u>	Brooklyn <u>Lancaster</u>	New York	718-513-8709 <u>716-458-0755</u>
Jirau Francis, Kathy <u>Diane</u>	Brooklyn <u>Grand Island</u>	New York	718-360-4741 <u>716-830-1525</u>
<u>Rocha, Diane</u>	<u>Farmingdale</u>	<u>New York</u>	<u>516-293-0710</u>
Walls, Dalonda	Buffalo	New York	716-867-4599
Boyer, Martha <u>Blackwood, Delrita</u>	Camillus <u>Queens</u>	New York	315-956-4418 <u>347-894-5694</u>
Young, — Reggie <u>Mungkhalodom, Darren</u>	Cicero <u>Victor</u>	New York	315-885-8157 <u>585-991-3858</u>
Wolfe Paul, Patricia <u>Dody</u>	Clifton Park <u>Avon</u>	New York	518-992-5100 <u>585-226-6558</u>
Robertson, Deborah <u>Martin, Dotti</u>	Commack <u>West Babylon</u>	New York	631-343-3130 <u>631-888-1009</u>
French, Carol <u>Smithwick, Edward</u>	Cortland <u>Massapequa Pk</u>	New York	607-423-6351 <u>516-366-7027</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
King <u>Carson, Nicole</u> <u>Eileen</u>	Croton-On-Hudson <u>Pearl River</u>	New York	914-373-9804 <u>845-709-9200</u>
Davidson, Bill <u>Rodden, Eleanor</u>	E.-Meadow <u>Baldwin</u>	New York	516-515-9594 <u>516-524-3073</u>
Fisher, Richard <u>Tarlov, Gary</u>	East-Islip <u>Levittown</u>	New York	631-581-5653 <u>516-558-2630</u>
Rieh <u>Rivalsi, Tom</u> <u>Steven</u>	East-Meadow <u>Armonk</u>	New York	516-287-5509 <u>914-273-3387</u>
Wilson, Alissa <u>Livingston, Felicia</u>	East-Patchogue <u>Rush</u>	New York	631-569-0304 <u>585-278-7726</u>
Megeary, Debbie <u>Robles, Fernview</u>	East-Rockaway <u>New York</u>	New York	516-602-9226 <u>917-934-3800</u>
Frederique, ———— <u>Cleasin</u> <u>Sugrue, Deborah</u>	Elmont <u>Rockaway Park</u>	New York	516-673-7471 <u>917-929-4260</u>
Guignard, Abigail <u>Christie, Kevin</u>	Elmont <u>Staten Island</u>	New York	516-888-9191 <u>718-447-5994</u>
Stephens, ———— <u>Rose ————</u> <u>Ann</u> <u>Guignard, Abigail</u>	Elwood <u>Elmont</u>	New York	516-885-4019 <u>516-888-9191</u>
Fagan <u>Derousie, Dane</u> <u>George</u>	Esperance <u>Pennellville</u>	New York	518-949-4575 <u>315-676-2412</u>
Roche, Diane <u>Borell, Gianna</u>	Farmingdale <u>Merrick</u>	New York	516-293-0710 <u>516-771-8500</u>
Winfield, ———— <u>Maryellen</u> <u>Mcglynn, Christopher</u>	Fishkill <u>Rhinebeck</u>	New York	845-636-4620 <u>845-309-2429</u>
Karnavat, Roshni	Forest Hills	New York	718-997-8888
Davide <u>Thomas, Linda</u> <u>Craig</u>	Grand <u>Staten Island</u>	New York	716-220-4470 <u>917-781-2244</u>
Francis <u>Orlowski, Diane</u> <u>Karen</u>	Grand <u>Staten Island</u>	New York	716-830-1525 <u>718-980-4786</u>
Nyholm, Christine <u>Ajodhia, Donald</u>	Hauppauge <u>Searingtown</u>	New York	631-774-9202 <u>917-400-4991</u>
Rogers, Jennifer <u>Hicks, Harry</u>	Honeoye <u>West Lebanon</u>	New York	585-484-1630 <u>518-391-2542</u>
Gonzalez, Patricia <u>Jenik, Leonard</u>	Huntington <u>Medford</u>	New York	516-620-0855 <u>321-215-7777</u>
Zimmerman, ———— <u>Stephen</u> <u>Underwood, Durinda</u>	Huntington Station <u>New York</u>	New York	631-601-6459 <u>917-434-0260</u>
Chester, David <u>Lindo, Ivette</u>	Irvington <u>Brooklyn</u>	New York	914-523-4345 <u>718-576-1275</u>
Parker <u>Gioia, Kathy</u> <u>Janet</u>	Jay <u>Schenectady</u>	New York	518-569-2967 <u>518-573-6404</u>
May <u>Rogers, Mary</u> <u>Jennifer</u>	Johnson City <u>Honeoye</u>	New York	607-217-4786 <u>585-484-1630</u>
Quigley, Joan <u>Busch, Jennifer</u>	Kingston <u>Amherst</u>	New York	845-481-2206 <u>716-324-1053</u>
Evans, Thomas <u>Dempsey, Jessica</u>	Lagrangeville <u>Smithtown</u>	New York	845-447-2244 <u>631-780-6195</u>
Perron <u>O'Connor, Amy</u> <u>John</u>	Lancaster <u>New York</u>	New York	716-458-0755 <u>212-722-7802</u>
Farrar <u>Stead, Ronald</u> <u>John</u>	Lancaster <u>Bronx</u>	New York	716-475-9542 <u>347-398-8653</u>

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Farlov, Gary	Levittown	New York	516-558-2630
Gargan, Keith <u>Vatalaro, Judene</u>	Levittown <u>New Baltimore</u>	New York	516-345-4575 <u>518-444-4722</u>
Cornish, Mary Pat	Marcellus	New York	315-673-7310
Perdue, Julia	Massapequa	New York	516-324-5473
Smithwick, Edward	Massapequa Pk	New York	516-366-7027
Jenik, Leonard	Medford	New York	321-215-7777
Borell, Gianna	Merriek	New York	516-771-8500
Shamro, Rosa	Middletown	New York	845-809-4167
Rice-Nelson, Michele	Miller Place	New York	631-504-1806
Vatalaro, Judene <u>Degroodt, Maryann</u>	New Baltimore <u>Kingston</u>	New York	518-444-4722 <u>845-383-0510</u>
Ryan <u>Thomas, Laura</u> <u>Karen</u>	New City <u>Bronx</u>	New York	845-634-4749 <u>917-856-2546</u>
Sledge <u>Reed, Debra</u> <u>Karole</u>	New Hyde Park <u>Hermon</u>	New York	516-528-3663 <u>315-778-6594</u>
Kraus, Kathe	New Paltz	New York	845-489-8918
London, Kathy	New Rochelle	New York	914-649-4064
Megloster, Abigail <u>Parker, Kathy</u>	New York <u>Jay</u>	New York	646-229-8549 <u>518-569-2967</u>
Seechung, Porsha <u>Korte, Sheila</u>	New York <u>Babylon</u>	New York	917-274-7997 <u>631-893-4232</u>
Robles, Fernview <u>Vanderwater, Kristen</u>	New York <u>Baldwinsville</u>	New York	917-934-3800 <u>315-753-0524</u>
<u>Dicostanzo, Michael</u>	<u>Astoria</u>	<u>New York</u>	<u>718-777-0418</u>
Underwood, Durinda <u>Ryan, Laura</u>	New York <u>City</u>	New York	917-434-0260 <u>845-634-4749</u>
<u>Giordano, Tiffany</u>	<u>Penfield</u>	<u>New York</u>	<u>585-746-2383</u>
O'Connor <u>Miranda, John</u> <u>Linda</u>	New York <u>Newburgh</u>	New York	212-722-7802 <u>845-670-4700</u>
<u>Bzdell, Lisa</u>	<u>Scotia</u>	<u>New York</u>	<u>518-801-2701</u>
<u>Rolison, Lori</u>	<u>Poughkeepsie</u>	<u>New York</u>	<u>845-797-8722</u>
<u>Ramos, Lou</u>	<u>Bronx</u>	<u>New York</u>	<u>718-708-5983</u>
Blaney, Louise	New York	New York	9177476259
Ohanyan, Mara	Sunnyside	New York	347-856-8849
Rennie, Mark	Brockport	New York	585-431-6947
Boyer, Martha	Camillus	New York	315-956-4418
May, Mary	Johnson City	New York	607-217-4786
Cornish, Mary Pat	Marcellus	New York	315-673-7310
Winfield, Maryellen	Fishkill	New York	845-636-4620
Dash, Maurisha	Brooklyn	New York	718-709-4714
Palekar, Maya	New York	New York	347-569-6298
Arlia, Angelina <u>Medrano, Carla</u>	New York <u>Staten Island</u>	New York	212-595-5697 <u>315-601-3453</u>
<u>Meli, Gregory</u>	<u>Allenwood</u>	<u>New York</u>	<u>848-878-3333</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Rice-Nelson, Michele	Miller Place	New York	631-504-1806
Miranda Shamro , Linda Rosa	Newburgh Middletown	New York	845-670-4700 845-809-4167
Moore, William	Saratoga Springs	New York	518-886-1730
Simuleik , Garrett Cuvilje , Michael	North Babylon Bronx	New York	631-274-5490 718-974-0786
Lindner King , Dan Nicole	Oceanside Croton On Hudson	New York	516-661-2674 914-373-9804
Giarretto John , Mike Brian	Oyster Bay Albany	New York	516-922-7873 718-717-1550
Carson Giarretto , Eileen Mike	Pearl River Oyster Bay	New York	845-709-9200 516-922-7873
Welsch , Deborah Gonzalez , Patricia	Penfield Huntington	New York	585-433-0113 516-620-0855
Giordano , Tiffany Lyons , Patricia J	Penfield Baldwinsville	New York	585-746-2383 315-720-1909
Derousie Quigley , George Joan	Pennellville Kingston	New York	315-676-2412 845-481-2206
Rosen French , Gail Carol	Port Jefferson Station Cortland	New York	631-509-0502 607-423-6351
Relison , Lori Davila Hernandez , Rebeca	Poughkeepsie Ballston Lake	New York	845-797-8722 518-248-5318
Hogg Hill , William Rence	Poughkeepsie Attica	New York	845-559-0679 585-535-4143
Blackwood , Delrita Stanley , Renee	Queens Shandaken	New York	347-894-5694 845-443-5921
Meglynn , Christopher Stephens , Rose Ann	Rhinebeck Elwood	New York	845-309-2429 516-885-4019
Sugrue , Deborah Karnavat , Roshni	Rockaway Park Forest Hills	New York	917-929-4260 718-997-8888
Viotto Eng , Sharon Sally	Rockville Centre Scarsdale	New York	516-867-7215 914-509-5278
Livingston , Felicia Anthony , Samuel	Rush Bronx	New York	585-278-7726 646-864-4610
Biggins, Kathy	Rushville	New York	585-507-7434
Moore , William Douglass , Mark	Saratoga Springs South Salem	New York	518-886-1730 914-361-4834
Eng Statini , Sally Michael	Searsdale Beacon	New York	914-509-5278 845-240-4977
Gioia , Janet Schwarte , Shantie	Schenectady New York	New York	518-573-6404 646-673-5359
Kusek , John Shepard , Shirley	Schenectady Brooklyn	New York	518-605-1249 929-202-1906
Bzdell, Lisa	Scotia	New York	518-801-2701
Ajodhia Rosen , Donald Gail	Searingtown Port Jefferson Station	New York	917-400-4991 631-509-0502
Stanley Gargan , Renee Keith	Shandaken Levittown	New York	845-443-5921 516-345-4575
Dempsey , Jessica Zimmerman , Stephen	Smithtown Huntington Station	New York	631-780-6195 631-245-7894

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Sorice, Kristen	Somers	New York	914-906-8799
Douglass, Mark	South Salem	New York	914-361-4834
Stuart, Micki	St. Albans	New York	718-360-9279
White, Arlene <u>Fisher, Richard</u>	Staten Island <u>East Islip</u>	New York	718-984-1010 <u>631-581-5653</u>
Christie, Kevin <u>Aulita, Sylvia</u>	Staten Island <u>White Plains</u>	New York	718-447-5994 <u>914-609-4313</u>
Thomas, Craig <u>Wolfe, Patricia</u>	Staten Island <u>Clifton Park</u>	New York	917-781-2244 <u>518-992-5100</u>
Orlowski, Karen <u>Gordon, Cordell</u>	Staten Island <u>Port Jefferson Station</u>	New York	718-980-4786 <u>631-507-6800</u>
Medrano, Carla <u>Manfra-Canepa, Theresa</u>	Staten Island	New York	315-601-3453 <u>718-986-7250</u>
Shepard, Shirley <u>Evans, Thomas</u>	Staten Island <u>Lagrangeville</u>	New York	917-667-8922 <u>845-447-2244</u>
Ohanyan Rich, Mara <u>Tom</u>	Sunnyside <u>East Meadow</u>	New York	347-856-8849 <u>516-287-5509</u>
Alex <u>Sterner, Alesh</u> <u>Toni</u>	Tomkins Cove <u>Wayland</u>	New York	914-236-4461 <u>585-213-8337</u>
Hayward, Ann <u>Arlia, Angelina</u>	Valley Cottage <u>New York</u>	New York	845-268-6822 <u>212-595-5697</u>
Montevecchio <u>Kusek, Carol</u> <u>John</u>	Victor <u>Schenectady</u>	New York	585-310-2220 <u>518-605-1249</u>
Mungkhalodom <u>Lindner, Darren</u> <u>Dan</u>	Victor <u>Oceanside</u>	New York	585-991-3858 <u>516-661-2674</u>
Joseph, Zanette <u>Davidson, Bill</u>	Wappingers Falls <u>E. Meadow</u>	New York	646-894-5035 <u>516-515-9594</u>
Sterner, Toni <u>Hogg, William</u>	Wayland <u>Poughkeepsie</u>	New York	585-213-8337 <u>845-559-0679</u>
Martin <u>Lappin, Dotti</u> <u>Bill</u>	West Babylon <u>Baldwinsville</u>	New York	631-888-1009 <u>315-635-8261</u>
Hicks <u>Long, Harry</u> <u>Yelena</u>	West Lebanon <u>Carmel</u>	New York	518-391-2542 <u>845-702-2488</u>
Aulita, Sylvia <u>Jirau, Kathy</u>	White Plains <u>Brooklyn</u>	New York	914-609-4313 <u>718-360-4741</u>
Arleo, Thomas <u>Joseph, Zanette</u>	White Plains <u>Wappingers Falls</u>	New York	914-615-9525 <u>646-894-5035</u>
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Frost, Marjorie <u>Ponico, Dawn</u>	Asheville <u>Waxhaw</u>	North Carolina	828-423-2635 <u>704-774-6928</u>
Michalski, Janette <u>Cathcart, Kristin</u>	Blowing Rock <u>Mooresville</u>	North Carolina	828-773-7144 <u>704-450-0103</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Juneja, Heather	Mentor	Ohio	440-463-4903
Dotzauer, Jen	Mount Orab	Ohio	513-612-0067
Beheler, Samantha	Mount Vernon	Ohio	419-540-0095
Puckett, Kerry <u>Stratton, Sherry</u>	New Franklin <u>Martins Ferry</u>	Ohio	330-310-4531 <u>740-633-3933</u>
<u>George, Scott</u>	<u>Sunbury</u>	<u>Ohio</u>	<u>614-402-2363</u>
<u>Vogelsong, Stephanie</u>	<u>Dublin</u>	<u>Ohio</u>	<u>614-792-9198</u>
<u>Husbands, Susan</u>	<u>Mansfield</u>	<u>Ohio</u>	<u>419-589-2427</u>
Hebert, Helen	North Olmsted	Ohio	440-522-7060
Williams, Dina	North Royalton	Ohio	440-384-0116
Grennay, Heather	Oakwood	Ohio	419-980-6783

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Wlodarski, Starr	Perrysburg	Ohio	419-874-4222
Smith, Joshua	Powell	Ohio	614-401-2670
Martin, Jennifer	Sandusky	Ohio	419-796-2692
Taylor, Andre	Shaker Heights	Ohio	216-810-5343
Mull <u>Jones, Melody</u> <u>Thomas</u>	Springboro <u>Lakeside</u>	Ohio	513-425-9292 <u>419-635-5823</u>
George, Scott	Sunbury	Ohio	614-402-2363
Bixler, Phyllis	Toledo	Ohio	567-868-0030
Haasz <u>Todd, Dana</u> <u>David</u>	Uniontown <u>Grove City</u>	Ohio	330-417-6695 <u>614-309-9600</u>
Disanti, Maria <u>Smith, Joshua</u>	Uniontown <u>Powell</u>	Ohio	330-907-1491 <u>614-401-2670</u>
Lang <u>Deshpande, John</u> <u>Sachin</u>	University Heights <u>Solon</u>	Ohio	216-538-3069 <u>440-890-4916</u>
Halstead, Russell <u>Steward, Lori</u>	Wakeman <u>Mansfield</u>	Ohio	567-351-6185 <u>419-989-2525</u>
Smith, Nathan <u>Wlodarski, Starr</u>	Waterville <u>Perrysburg</u>	Ohio	567-318-2345 <u>419-874-4222</u>
Copeland, Cheryl <u>Miller, Brian</u>	Westerville <u>Columbus</u>	Ohio	614-500-8747 <u>614-799-1390</u>
Barker, Karla <u>Shanks, Melissa</u>	Wilmington <u>Massillon</u>	Ohio	937-475-9398 <u>330-844-8722</u>
Anderson, David <u>Bender, Arthur</u>	Ada <u>Oklahoma City</u>	Oklahoma	580-665-6632 <u>405-626-1085</u>
Broughton, Lamarr <u>Smith, Aaron</u>	Broken Arrow <u>McAlester</u>	Oklahoma	918-442-5642 <u>539-995-2789</u>
Bruno <u>Murphy, Carl</u> <u>Marcie</u>	Claremore <u>Oklahoma City</u>	Oklahoma	973-835-2005 <u>405-286-5566</u>
Morgan, Teresa <u>Lassiter, April</u>	Claremore <u>Oklahoma City</u>	Oklahoma	918-824-9514 <u>405-952-4955</u>
De Jong, Rudy	Edmond	Oklahoma	405-340-1515
Kirby, Lynn	Edmond	Oklahoma	405-348-2272
Carter, Ruth	Luther	Oklahoma	206-919-1288
Smith <u>Bruno, Aaron</u> <u>Carl</u>	McAlester <u>Claremore</u>	Oklahoma	539-995-2789 <u>973-835-2005</u>
Burk <u>Anderson, Diana</u> <u>David</u>	Newcastle <u>Ada</u>	Oklahoma	405-778-5445 <u>580-665-6632</u>
Kautz, Rolanda <u>Mclaren, Janet</u>	Norman <u>Tulsa</u>	Oklahoma	405-404-7502 <u>972-231-0066</u>
Bender, Arthur <u>Broughton, Lamarr</u>	Oklahoma City <u>Broken Arrow</u>	Oklahoma	405-626-1085 <u>918-442-5642</u>
Murphy, Marcie <u>Danser, Laura</u>	Oklahoma City <u>Norman</u>	Oklahoma	405-286-5566 <u>405-403-3551</u>
Lane, Lezlie	Oklahoma City	Oklahoma	405-509-5012
<u>Smith, Mary</u>	<u>Tulsa</u>	<u>Oklahoma</u>	<u>918-805-6990</u>
Jones, Roxie	Oklahoma City	Oklahoma	405-640-2157
<u>Waterman, Sarah</u>	<u>Owasso</u>	<u>Oklahoma</u>	<u>918-550-4090</u>
<u>De Jong, Rudy</u>	<u>Edmond</u>	<u>Oklahoma</u>	<u>405-340-1515</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Burk, Diana	Newcastle	Oklahoma	405 778 5445
Lackey, Tammy	Oklahoma City	Oklahoma	434-242-1216
Melaren <u>Friend, Janet Tara</u>	Tulsa <u>Choctaw</u>	Oklahoma	972-231-0066 <u>405-226-5202</u>
Smith <u>Morgan, Mary Teresa</u>	Tulsa <u>Claremore</u>	Oklahoma	918-805-6990 <u>918-629-2942</u>
Shannon, Lisa	Tulsa	Oklahoma	918-720-5457
Golden <u>Kirby, Katie Lynn</u>	Beavercreek <u>Edmond</u>	Oregon <u>Oklahoma</u>	971-347-4977 <u>405-348-2272</u>
Mullen <u>Tricoche, Julie Carol</u>	Canby <u>West Linn</u>	Oregon	503-610-6899 <u>909-758-0926</u>
Flatt, Cassandra	Condon	Oregon	541-384-2300
<u>Johnson, Cheryl</u>	<u>Portland</u>	<u>Oregon</u>	<u>503-705-2698</u>
<u>Jordan, Daniel</u>	<u>Coos Bay</u>	<u>Oregon</u>	<u>541-404-2436</u>
<u>Hussey, Debra</u>	<u>Stayton</u>	<u>Oregon</u>	<u>971-334-1872</u>
Flippo, Ida	Damascus	Oregon	503-658-7215
Chapman <u>Golden, Leah Katie</u>	Eugene <u>Beavercreek</u>	Oregon	541-904-5412 <u>971-347-4977</u>
Morrill, William <u>Moss, Jo-Ann</u>	Eugene <u>West Linn</u>	Oregon	541-510-7372 <u>503-656-5005</u>
Thune, Debra	La Pine	Oregon	541-800-0411
Cooke <u>Cody, Christy Kathleen</u>	Newberg <u>Independence</u>	Oregon	503-550-0000 <u>971-719-0551</u>
<u>Nass, Kari</u>	<u>Tigard</u>	<u>Oregon</u>	<u>503-443-6860</u>
Tricoche, Carol <u>Cooke, Christy</u>	Oregon City <u>Newberg</u>	Oregon	909-758-0926 <u>503-550-0000</u>
Johnson, Cheryl <u>Rife, Teresa</u>	Portland <u>Sunriver</u>	Oregon	503-705-2698 <u>541-480-2020</u>
Monkewicz, Christina	Portland	Oregon	503-333-3444
Mcgee, Anne	Portland	Oregon	503-481-7411
Bozart, Rebecca	Ranier	Oregon	971-340-8660
Hussey, Debra <u>Daniels, Sandra</u>	Stayton <u>Beaverton</u>	Oregon	971-334-1872 <u>503-201-8806</u>
Rife, Teresa	Sunriver	Oregon	541-480-2020
Nass, Kari	Tigard	Oregon	503-443-6860
Vuilleumier, Angelique	Tigard	Oregon	971-435-7710
Moss <u>Mcgee, Jo-Ann Anne</u>	West Linn <u>Portland</u>	Oregon	503-656-5005 <u>503-481-7411</u>
Schellenbaum <u>Mullen, James Julie</u>	Ardmore <u>Canby</u>	Pennsylvania <u>Oregon</u>	310-546-9618 <u>503-610-6899</u>
Mason, Glen <u>Mccook, Jennifer</u>	Beaver <u>Honey Brook</u>	Pennsylvania	724-728-5462 <u>484-206-8278</u>
Cobette, Leah <u>Moore, Thomas A</u>	Bensalem <u>Pittsburgh</u>	Pennsylvania	215-431-3153 <u>412-447-0929</u>
Ekvall, Robert	Bernville	Pennsylvania	843-400-3059
Weller, Aaron	Bethlehem	Pennsylvania	610-653-8031

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Wilkinson, Doris <u>Webb, Alfonso</u>	Biglerville <u>Plymouth Meeting</u>	Pennsylvania	717-798-9419 <u>215-967-4811</u>
Copus <u>Graham, Amy</u> <u>Amanda</u>	Bridgeville <u>Ligonier</u>	Pennsylvania	412-655-3418 <u>814-341-9780</u>
Somers <u>Rummell, Karen</u> <u>Anita</u>	Center Valley <u>Johnstown</u>	Pennsylvania	610-349-1276 <u>724-421-4223</u>
Conseal, Sheryl <u>Mcauliffe, Annette</u>	Collegeville <u>Wyomissing</u>	Pennsylvania	610-287-2798 <u>610-743-5449</u>
Cuehran, Paula <u>Sinopoli, Nicole</u>	Danielsville <u>Blue Bell</u>	Pennsylvania	610-428-1034 <u>610-680-2444</u>
Rogers, Elaine <u>Reeves, Barbara</u>	Elverson <u>Harrisburg</u>	Pennsylvania	610-469-2241 <u>717-418-8637</u>
Daley, Charlene <u>Minnich, Debbie</u>	Essington <u>Slatington</u>	Pennsylvania	610-909-4795 <u>484-934-1350</u>
Reynolds, John <u>Schneider, Benjamin</u>	Evans City <u>Philadelphia</u>	Pennsylvania	814-720-3955 <u>445-300-8611</u>
Collins <u>Cobette, Rhonda</u> <u>Leah</u>	Evans City <u>Bensalem</u>	Pennsylvania	412-629-7359 <u>215-431-3153</u>
Otsuka <u>Ting, Kinjiro</u> <u>Billy</u>	Feasterville-Trevose <u>Phila</u>	Pennsylvania	267-214-5460 <u>267-808-8624</u>
Bonetti Beutel, Kara <u>Daley, Charlene</u>	Freemansburg <u>Essington</u>	Pennsylvania	845-280-0970 <u>610-909-4795</u>
Baker, Leslie	Gettysburg	Pennsylvania	240-415-0978
Robb, Lisa Gillespie <u>Carney, Janellen</u>	Gibsonia <u>West Chester</u>	Pennsylvania	412-407-7165 <u>610-399-5333</u>
<u>Sisson, Nancy</u>	<u>Sarver</u>	<u>Pennsylvania</u>	<u>402-598-1376</u>
<u>Dibiase, Carol</u>	<u>Orrstown</u>	<u>Pennsylvania</u>	<u>717-477-0111</u>
Murphy <u>Sherrod, Amy</u> <u>Cynthia</u>	Glenshaw <u>Meadville</u>	Pennsylvania	412-223-5340 <u>814-332-0007</u>
<u>Kauffman, David</u>	<u>Havertown</u>	<u>Pennsylvania</u>	<u>610-228-4709</u>
Valaika, David	Harleysville, Pa	Pennsylvania	954-344-8060 <u>215-944-4814</u>
Reeves, Barbara <u>Dudish, Dara</u>	Harrisburg <u>Red Lion</u>	Pennsylvania	717-418-8637 <u>717-246-0393</u>
<u>Petrie, Diana</u>	<u>Scenery Hill</u>	<u>Pennsylvania</u>	<u>720-339-5475</u>
<u>Digiorno, Keith</u>	<u>Mcdonald</u>	<u>Pennsylvania</u>	<u>724-492-1888</u>
<u>Wilkinson, Doris</u>	<u>Biglerville</u>	<u>Pennsylvania</u>	<u>717-798-9419</u>
<u>Rigana Abdul Rahim, Anis</u>	<u>Pittsburgh</u>	<u>Pennsylvania</u>	<u>724-987-4912</u>
<u>Copus, Amy</u>	<u>Bridgeville</u>	<u>Pennsylvania</u>	<u>412-655-3418</u>
<u>Greenawalt Jr., Jack</u>	<u>Mechanicsburg</u>	<u>Pennsylvania</u>	<u>717-612-6601</u>
Lane, Gregory	Harrisburg	Pennsylvania	717-234-2255
Tindale, Timothy <u>Ekvall, Robert</u>	Harrisburg <u>Bernville</u>	Pennsylvania	347-654-5042 <u>843-400-3059</u>
Konopka, Patrick <u>Armstrong, Jane</u>	Harrison City <u>Landisburg</u>	Pennsylvania	412-420-8569 <u>717-789-9888</u>
Sherwood <u>Rosa, John</u> <u>Jen</u>	Hatboro <u>Mckees Rocks</u>	Pennsylvania	215-431-9008 <u>732-641-3500</u>
<u>Ehret, Jeff</u>	<u>Mertztown</u>	<u>Pennsylvania</u>	<u>610-770-6030</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
<u>King, Joann</u>	<u>Phoenixville</u>	<u>Pennsylvania</u>	<u>610-935-8956</u>
<u>Sugg, John</u>	<u>West Chester</u>	<u>Pennsylvania</u>	<u>610-622-1324</u>
Faison <u>Sherwood, Rita</u> <u>John</u>	Hatboro	Pennsylvania	267-551-8300 <u>215-431-9008</u>
Kauffman, David	Havertown	Pennsylvania	610-228-4709
<u>Polovoy, Joe</u>	<u>Jamison</u>	<u>Pennsylvania</u>	<u>215-491-2050</u>
DeCarlino, Stephen <u>Bonetti Beutel, Kara</u>	Jenkintown <u>Freemansburg</u>	<u>Pennsylvania</u>	610-368-0908 <u>845-280-0970</u>
<u>Rummell Sager, Anita</u> <u>Judy</u>	<u>Johnstown</u> <u>Sinking Spring</u>	<u>Pennsylvania</u>	724-421-4223 <u>610-320-0233</u>
Myers, Leslie	King Of Prussia	Pennsylvania	484-704-7081
<u>Ashba, Kara</u>	<u>Lancaster</u>	<u>Pennsylvania</u>	<u>717-826-0670</u>
Armstrong <u>Somers, Jane</u> <u>Karen</u>	Landisburg <u>Center Valley</u>	<u>Pennsylvania</u>	717-789-9888 <u>610-349-1276</u>
Cantillo, Leslie <u>Meller, Karen</u>	Langhorne <u>Macungie</u>	<u>Pennsylvania</u>	215-497-9572 <u>610-421-6429</u>
Schrack, Stephen <u>Luff, Kathleen</u>	Langhorne <u>Perkasie</u>	<u>Pennsylvania</u>	215-516-7733 <u>267-614-6209</u>
Kara <u>Trolli, Jessica</u> <u>Kathy</u>	Laurys Station <u>Levittown</u>	<u>Pennsylvania</u>	484-273-2343 <u>215-943-1392</u>
Trolli, Kathy <u>Dorsey, Kimberly</u>	Levittown <u>Rural Valley</u>	<u>Pennsylvania</u>	215-943-1392 <u>724-783-7834</u>
Meller, Karen <u>Otsuka, Kinjiro</u>	Macungie <u>Feasterville-Treose</u>	<u>Pennsylvania</u>	610-421-6429 <u>267-214-5460</u>
Digiorno, Keith <u>Kaplan, Lawrence</u>	Medonald <u>West Chester</u>	<u>Pennsylvania</u>	724-492-1888 <u>610-732-8254</u>
Rosa <u>Myers, Jen</u> <u>Leslie</u>	Mekees Rocks <u>King Of Prussia</u>	<u>Pennsylvania</u>	732-641-3500 <u>484-704-7081</u>
Sherrod, Cynthia <u>Cantillo, Leslie</u>	Meadville <u>Langhorne</u>	<u>Pennsylvania</u>	814-332-0007 <u>215-497-9572</u>
Greenawalt Jr., Jack <u>Robb, Lisa</u> <u>Gillespie</u>	Mechanicsburg <u>Gibsonia</u>	<u>Pennsylvania</u>	717-612-6601 <u>412-407-7165</u>
Ehret <u>Washburn, Jeff</u> <u>Mark</u>	Mertztown <u>Whitehall</u>	<u>Pennsylvania</u>	610-770-6030 <u>610-739-8480</u>
Svolto-Patterson, Elizabeth <u>Weber, Marvin</u>	Middletown <u>Yardley</u>	<u>Pennsylvania</u>	717-215-5982 <u>215-369-2568</u>
Barrow <u>Holt, Rickricia</u> <u>Mindy</u>	Milford <u>Moscow</u>	<u>Pennsylvania</u>	570-832-3855 <u>570-604-8443</u>
Soi <u>Bogert, Virender</u> <u>Nancy</u>	Murrysville <u>Williamsport</u>	<u>Pennsylvania</u>	412-721-0320 <u>570-323-0112</u>
Willwerth <u>Colson, Lori</u> <u>Rodney</u>	New Holland <u>Chalfont</u>	<u>Pennsylvania</u>	717-682-5723 <u>610-538-3400</u>
Fletcher, Heather <u>Yannuzzelli, Cheryl</u>	New Kensington <u>Easton</u>	<u>Pennsylvania</u>	888-600-8758 <u>610-991-8878</u>
Altemara, Maria <u>Schrack, Stephen</u>	North Charleroi <u>Langhorne</u>	<u>Pennsylvania</u>	724-565-1667 <u>215-516-7733</u>
<u>Kurland, Paul</u>	<u>Philadelphia</u>	<u>Pennsylvania</u>	<u>631-218-2789</u>
Bragg <u>Cuchran, Lisa</u> <u>Paula</u>	<u>Northampton</u>	<u>Pennsylvania</u>	610-730-3818 <u>610-248-3792</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Dibiase <u>Reynolds, Carol</u> <u>John</u>	Orrstown <u>Evans City</u>	Pennsylvania	717-477-0111 <u>814-720-3955</u>
Lawrence, _____ <u>Donald</u> <u>Barrow,</u> <u>Rick</u> <u>ricia</u>	Pennsburg <u>Milford</u>	Pennsylvania	267-424-2277 <u>570-832-3855</u>
Luff <u>Pettit, Kathleen</u> <u>Rusty</u>	Perkasie <u>Washington</u>	Pennsylvania	267-614-6209 <u>412-770-6511</u>
Ting <u>Schellenbaum, Billy</u> <u>James</u>	Phila <u>Ardmore</u>	Pennsylvania	267-808-8624 <u>310-546-9618</u>
Kurland <u>Bragg, Paul</u> <u>Lisa</u>	Philadelphia <u>Northampton</u>	Pennsylvania	631-218-2789 <u>610-730-3818</u>
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Moore, _____ <u>Thomas _____</u> <u>A</u> <u>Delcarloino,</u> <u>Stephen</u>	Pittsburgh <u>Jenkintown</u>	Pennsylvania	412-447-0929 <u>610-368-0908</u>
Dudish <u>Lawrence, Dara</u> <u>Donald</u>	Red Lion <u>Pennsburg</u>	Pennsylvania	717-246-0393 <u>267-424-2277</u>
Dorsey <u>Kara, Kimberly</u> <u>Jessica</u>	Rural Valley <u>State College</u>	Pennsylvania	724-783-7834 <u>484-273-2343</u>
Sisson <u>Rjabanedelia, Nancy</u> <u>Tania</u>	Sarver <u>West Chester</u>	Pennsylvania	402-598-1376 <u>610-600-1730</u>
Petrie <u>Scholl, Diana</u> <u>Terry</u>	Scenery Hill <u>West Chester</u>	Pennsylvania	720-339-5475 <u>610-500-9599</u>
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Pettit, Rusty <u>Tindale, Timothy</u>	Washington <u>Harrisburg</u>	Pennsylvania	412-770-6511 <u>347-654-5042</u>
Carney <u>Irby, Janelen</u> <u>Johnna</u>	West Chester <u>Philadelphia</u>	Pennsylvania	610-399-5333 <u>267-600-8131</u>
Sugg, John	West Chester	Pennsylvania	610-622-1324
Kaplan, Lawrence	West Chester	Pennsylvania	610-732-8254
Joshi, Nishigandha	West Chester	Pennsylvania	484-957-8667
Washburn, Mark <u>Svolto-Patterson,</u> <u>Elizabeth</u>	Whitehall <u>Middletown</u>	Pennsylvania	610-739-8480 <u>717-215-5982</u>
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Meauliffe, Annette <u>Willwerth, Lori</u>	Wyomissing <u>New Holland</u>	Pennsylvania	610-743-5449 <u>717-682-5723</u>
Weber, Marvin <u>Konopka, Patrick</u>	Yardley <u>Harrison City</u>	Pennsylvania	215-369-2568 <u>412-420-8569</u>
Fuchs Jr. <u>Atsu, Don</u> <u>Yao</u>	Coventry <u>Upper Darby</u>	Rhode Island <u>Pennsylvania</u>	401-397-5515 <u>267-670-6994</u>
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Fuchs Jr., Don	Coventry	Rhode Island	401-397-5515

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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Farias, Natalia	Warwick	Rhode Island	401-219-4640
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Griggs, Danielle <u>Porterfield, Liza</u>	Bluffton <u>Columbia</u>	South Carolina	843-310-0130 <u>803-807-2424</u>
Schmidt <u>Novotny, Paul</u> <u>Alice</u>	Bluffton <u>Little River</u>	South Carolina	843-405-2071 <u>386-313-1151</u>
Ramsay, Daniel <u>Gault, Antoinette</u>	Blythewood <u>Florence</u>	South Carolina	803-908-7766 <u>843-407-6099</u>
Strickland, Brandy <u>Bouchillon, Diana</u>	Chapin <u>Summerville</u>	South Carolina	803-806-9800 <u>843-900-7045</u>
Cheves, Philip <u>Succo, Anthony</u>	Charleston <u>Myrtle Beach</u>	South Carolina	843-202-2080 <u>843-294-1620</u>
Simmons, Sherri <u>Mcclenan, Betty</u>	Charleston <u>Summerville</u>	South Carolina	276-202-3038 <u>843-662-9529</u>
Mazzoni, Deidre <u>Hoffman, Robert</u>	Clover <u>Bluffton</u>	South Carolina	803-792-8992 <u>843-705-5274</u>
Edwards Jackson, Helen <u>Cutrell, Brandi</u>	Clover <u>Summerville</u>	South Carolina	980-263-9063 <u>912-308-8311</u>
Woodberry <u>Strickland, Evan</u> <u>Brandy</u>	Clover <u>Chapin</u>	South Carolina	803-393-3239 <u>803-806-9800</u>
Porterfield, Liza <u>Green, Amberly</u>	Columbia <u>Myrtle Beach</u>	South Carolina	803-807-2424 <u>843-608-0108</u>
Sebastiano, Georgia	Columbia	South Carolina	410-279-2268
Pittari, Lori	Daniel Island	South Carolina	843-806-2552
Taylor, Vincent <u>Cheves, Philip</u>	Duncan <u>Charleston</u>	South Carolina	864-387-7006 <u>843-202-2080</u>
Barrows, Daniel <u>Baptista, Jennifer</u>	Eastover <u>Summerville</u>	South Carolina	803-451-3200 <u>717-244-3741</u>
Harrison, Sheila	Florence	South Carolina	843-409-9602
Gault, Antoinette	Florence	South Carolina	843-407-6099
Velazquez, Juan	Fort Mill	South Carolina	803-280-4727
Lovelady, David	Goose Creek	South Carolina	843-442-4936
Herndon, Duane	Gray Court	South Carolina	864-274-7342
Scott, Cheryl	Greenville	South Carolina	864-417-8234
Olsen <u>Lawrence, Edward</u> <u>Kent</u>	Greenville <u>Bluffton</u>	South Carolina	864-887-6338 <u>636-492-1146</u>
Aldrich, Claire	Hardeeville	South Carolina	843-380-2116
Greene <u>Drucker, Joan</u> <u>Dawn</u>	Hilton Island <u>Summerville</u>	South Carolina	843-686-4226 <u>843-934-7725</u>
<u>Griggs, Danielle</u>	<u>Hardeeville</u>	<u>South Carolina</u>	<u>843-310-0130</u>
Belskis, Michelle <u>Culp, Debby</u>	Hilton Head Island <u>Little River</u>	South Carolina	843-603-3234 <u>703-231-6825</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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<u>Mazzoni, Deidre</u>	<u>Clover</u>	<u>South Carolina</u>	<u>803-792-8992</u>
<u>Ravenel, Denise</u>	<u>Hollywood</u>	<u>South Carolina</u>	<u>843-889-1173</u>
Kullenberg, Mike	Holly Hill	South Carolina	803-496-1223
Ravenel <u>Lodico, Denise</u> <u>Dawn</u>	Hollywood <u>Myrtle Beach</u>	South Carolina	843-889-1173 <u>843-900-6332</u>
Brown, Joseph <u>Thomas, Jr., Douglas</u>	Inman <u>West Columbia</u>	South Carolina	864-473-1433 <u>803-429-5386</u>
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Morris, Holly <u>Olsen, Edward</u>	Lancaster <u>Greenville</u>	South Carolina	803-320-4641 <u>864-887-6338</u>
Scarborough, Melanie <u>Reilly, Eugene</u>	Lexington <u>Mt. Pleasant</u>	South Carolina	803-414-5973 <u>646-591-1395</u>
Novotny <u>Valvo, Alice</u> <u>Russ</u>	Little River <u>Greenville</u>	South Carolina	386-313-1151 <u>248-714-8839</u>
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Klein, Elaine <u>Morris, Holly</u>	McCormick <u>Lancaster</u>	South Carolina	864-602-0221 <u>803-320-4641</u>
Wallace, Tanesha <u>Monroe, Jayla</u>	Mount Pleasant <u>Irmo</u>	South Carolina	843-888-1002 <u>803-455-4157</u>
Hupka, Dennis <u>Davidson, Julie</u>	Mount <u>Mt Pleasant</u>	South Carolina	843-800-0324 <u>843-971-6334</u>
Love, Adrienne	Mt Pleasant	South Carolina	843-885-6964
Davidson <u>Thomas, Julie</u> <u>Kay</u>	Mt Pleasant <u>Pendleton</u>	South Carolina	843-971-6334 <u>704-451-2194</u>
Reilly, Eugene <u>Miller, Kelly</u>	Mt. Pleasant <u>Beaufort</u>	South Carolina	646-591-1395 <u>843-470-5014</u>
Suceo, Anthony <u>Libassi, Jeanne</u>	Myrtle Beach	South Carolina	843-294-1620 <u>732-433-1554</u>
Green, Amberly <u>Findlay, Linda</u>	Myrtle Beach <u>Simpsonville</u>	South Carolina	843-608-0108 <u>864-404-6084</u>
<u>Brown, Joseph</u>	<u>Inman</u>	<u>South Carolina</u>	<u>864-473-1433</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Raymond, Nancy <u>Giannndrea, Joanne</u>	Okatie <u>Myrtle Beach</u>	South Carolina	508-769-1158 <u>843-855-9384</u>
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Findlay, Linda <u>Wallace, Tanesha</u>	Simpsonville <u>Mount Pleasant</u>	South Carolina	864-404-6084 <u>843-888-1002</u>
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Cutrell, Brandi <u>Barrows, Daniel</u>	Summerville <u>Eastover</u>	South Carolina	912-308-8311 <u>803-451-3200</u>
Baptista, Jennifer <u>Lovelady, Crystal</u>	Summerville <u>Goose Creek</u>	South Carolina	717-244-3741 <u>843-724-9699</u>
Drucker <u>Williams, Dawn</u> <u>Angela</u>	Summerville <u>Bluffton</u>	South Carolina	843-934-7725 <u>843-376-9870</u>
Bogart, Michael <u>Velazquez, Juan</u>	Summerville <u>Fort Mill</u>	South Carolina	843-695-0750 <u>803-280-4727</u>
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Thomas, Jr., Douglas <u>Woodberry, Evan</u>	West Columbia <u>Clover</u>	South Carolina	803-429-5386 <u>803-393-3239</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Lough <u>Kennedy, Karri</u> <u>Kathy</u>	Knoxville <u>Blountville</u>	Tennessee	423-521-0990 <u>423-323-1344</u>
<u>Hubble, Kristen</u>	<u>Nashville</u>	<u>Tennessee</u>	<u>870-530-1230</u>
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<u>Srebnik, Lynne</u>	<u>Crossville</u>	<u>Tennessee</u>	<u>615-352-1727</u>
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Coots <u>Ricke, Randy</u> <u>Kelly</u>	La Vergne <u>Signal Mountain</u>	Tennessee	678-597-8201 <u>689-888-0234</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Lee, Melissa	Austin	Texas	916-261-4186
Booker, Myra	Austin	Texas	510-601-8197
Stewart, Pam	Austin	Texas	512-218-1063
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Sanders, Kristopher	Baytown	Texas	281-954-1761
Sellers, Linda	Baytown	Texas	346-292-6934
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Balady, Diane	Belton	Texas	254-831-3055
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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Lalani <u>Horne, Karim</u> <u>Laura</u>	Cedar Park <u>Livingston</u>	Texas	972-505-8470 <u>281-815-5689</u>
Richardson, Kelly <u>Gibson, Caitlin</u>	Cedar Park <u>Westworth Village</u>	Texas	512-701-2902 <u>252-422-1577</u>
Thakkar, Mukti <u>Sowder, Cheryl</u>	Cedar Park <u>Harper</u>	Texas	512-221-1935 <u>713-392-8745</u>
Canamar, John	Alvin	Texas	713-298-1199
Feierabend, Carl	Kingwood	Texas	832-771-8100
Carlisle, Gerald	Cibolo	Texas	706-280-7442
Stern III, Floyd <u>Mann, Caroline</u>	Cibolo <u>Seguin</u>	Texas	210-500-0075 <u>210-460-2464</u>
Specht <u>Lee, Gregory</u> <u>Charley</u>	Cleburne <u>Mineola</u>	Texas	817-592-6050 <u>903-483-2660</u>
Lewis, Rena <u>Advani, Chandra</u>	Colleyville <u>Westlake</u>	Texas	817-601-5490 <u>855-522-2229</u>
Wells <u>Clarke, Allie</u> <u>David</u>	Conroe <u>Dallas</u>	Texas	832-435-2961 <u>469-425-2753</u>
Kuykendall <u>Simpson, Jj</u> <u>Cody</u>	Conroe <u>Fate</u>	Texas	281-292-7022 <u>469-338-5490</u>
Heinly, Mary Ellen <u>Willis, Cody</u>	Conroe <u>Canton</u>	Texas	936-647-3141 <u>903-368-3676</u>
Rudy, Michael <u>Mcilhaney, Lisa</u>	Conroe <u>San Marcos</u>	Texas	281-836-2345 <u>936-232-9952</u>
Schneider, Brett <u>Regas-Laborde, Connie</u>	Coppell <u>Oak Leaf</u>	Texas	214-396-5855 <u>469-820-4642</u>
Garcia, Elena <u>Wallace, Arthur</u>	Corpus Christi	Texas	361-232-6326 <u>361-239-3061</u>
Williamson, Natalie <u>Sutton, Jeremy</u>	Corpus Christi <u>Fort Worth</u>	Texas	303-482-2020 <u>817-228-7787</u>
Richey <u>Osborne, Angi</u> <u>James</u>	Crosby <u>New Braunfels</u>	Texas	713-999-8047 <u>830-387-2930</u>
Rowinsky, Brenda <u>Nader, Steve</u>	Crystal City <u>Austin</u>	Texas	830-570-2701 <u>512-365-4898</u>
Counts <u>Cole, Diana</u> <u>Audrey</u>	Cypress <u>Thornton</u>	Texas	832-874-9686 <u>254-203-4348</u>

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Green, Sr., Christopher <u>Vaughn, Taneah</u>	Cypress <u>Pearland</u>	Texas	832-334-5748 <u>832-930-4519</u>
Moore, Jacqueline <u>Russell, Judith</u>	Cypress <u>Dallas</u>	Texas	832-552-1719 <u>972-632-9678</u>
Harris, Vinette <u>Ruelas, Daniel</u>	Cypress <u>San Benito</u>	Texas	281-256-8778 <u>954-344-8060</u>
Clarke <u>Samford, David</u> <u>Darcy</u>	Dallas <u>Pflugerville</u>	Texas	469-425-2753 <u>512-202-3037</u>
Russell, Judith <u>Frost, Darice</u>	Dallas <u>Tomball</u>	Texas	972-632-9678 <u>832-381-6551</u>
<u>Karras, David</u>	<u>Schertz</u>	<u>Texas</u>	<u>210-997-9027</u>
Newberry, Christopher <u>Villarreal, Debra</u>	Dallas <u>Pearland</u>	Texas	214-341-7999 <u>832-603-1033</u>
<u>Kirsch, Denice</u>	<u>Lagrange</u>	<u>Texas</u>	<u>830-643-4674</u>
Perry, Eric <u>Newberry, Christopher</u>	Dallas	Texas	972-291-8142 <u>214-341-7999</u>
Mekee, Janett <u>Searcy, Denise</u>	Dallas <u>Flint</u>	Texas	972-596-1601 <u>903-530-4547</u>
Lofton, Sharolyn <u>Denise</u> <u>Depasquale, Donald</u>	Dallas <u>New Braunfels</u>	Texas	817-398-8899 <u>832-727-3592</u>
Cooley <u>Hayes, Jack</u> <u>Mary</u>	Dallas <u>Grand Prairie</u>	Texas	214-520-6900 <u>817-584-3202</u>
Briggs <u>Spears, Lloyd</u> <u>Ilene</u>	Dallas <u>Houston</u>	Texas	562-286-1313 <u>281-640-4515</u>
Langhenry <u>Counts, Nancy</u> <u>Diana</u>	Dallas <u>Cypress</u>	Texas	214-945-2212 <u>832-874-9686</u>
Moore <u>Swanson, Jodi</u> <u>Dinez</u>	Dallas <u>Richmond</u>	Texas	561-352-7535 <u>832-944-6981</u>
Metcalf <u>Tauzy, Terri</u> <u>David</u>	Dallas <u>Houston</u>	Texas	469-730-6805 <u>713-491-4989</u>
Wood, Debra <u>Green</u> Sr, <u>Christopher</u>	Dallas <u>Cypress</u>	Texas	214-358-0888 <u>832-334-5748</u>
Schafer <u>Peebles, Anna</u> <u>Beth</u>	Denton <u>Laguna Vista</u>	Texas	214-883-5529 <u>956-310-8145</u>
Garrett, Lori <u>Walley, Douglas</u>	Denton <u>El Lago</u>	Texas	940-208-0462 <u>254-317-9795</u>
Harris, Sheree <u>Taylor, Diane</u>	Denton <u>Desoto</u>	Texas	972-232-2280 <u>945-240-0292</u>
Smith, David	Denton	Texas	940-299-8668
Taylor <u>Berger, Diane</u> <u>Irv</u>	Desoto <u>Sugar Land</u>	Texas	945-240-0292 <u>281-240-4682</u>
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<u>Garcia, Elena</u>	<u>Corpus Christi</u>	<u>Texas</u>	<u>361-232-6326</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Richardson <u>Bailey, Maria Emily</u>	El Paso <u>Lucas</u>	Texas	915-307-3570 <u>972-249-5032</u>
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Seagren <u>Fay, Edel Peter</u>	Flower Mound <u>Brenham</u>	Texas	972-467-1508 <u>979-836-4085</u>
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Brunson, Toni	Friseo	Texas	214-308-9978
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Davis, Suzanne	Friseo	Texas	214-705-6121
Kerper, Debra	Friseo	Texas	951-202-2208
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De Souza, Sonia	Friseo	Texas	469-588-0283
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Curcio, Kippie <u>Alvarez, Gerardo</u>	Galveston <u>Mission</u>	Texas	281-384-2912 <u>956-519-4888</u>
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Norris <u>Drobny, Melissa</u> <u>Guy</u>	Georgetown <u>San Antonio</u>	Texas	512-494-5470 <u>512-238-1990</u>
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Turrentine <u>Sizemore, Paul</u> <u>Judith</u>	Giddings <u>Krum</u>	Texas	979-325-0453 <u>940-331-2354</u>
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Rivera, Migeael	Heath	Texas	469-210-7784
Killpack, Reese	Helotes	Texas	210-960-3865
Anderson, Jeanene <u>Cooper, Dana</u>	Hockley <u>Boerne</u>	Texas	337-210-3060 <u>830-388-0131</u>
Cintron, Linda <u>Specht, Gregory</u>	Horseshoe Bay <u>Cleburne</u>	Texas	210-460-9066 <u>817-592-6050</u>
Villamil, Alexander <u>Bottger, Hans</u> <u>Konrad</u>	Houston	Texas	337-625-6700 <u>832-907-4633</u>
Fonteno <u>Harrison, Susan</u> <u>Heidi</u>	Houston <u>Allen</u>	Texas	713-461-5757 <u>214-256-4280</u>
Boyer <u>Adams, Donna</u> <u>Lisa</u>	Houston <u>San Antonio</u>	Texas	713-239-4650 <u>210-516-1605</u>
Dennen <u>Stroud, Brad</u> <u>Holly</u>	Houston <u>Irving</u>	Texas	713-726-8152 <u>404-410-0009</u>
Spears, Hlene <u>Bacarreza, Marisa</u>	Houston <u>San Antonio</u>	Texas	281-640-4515 <u>726-220-3030</u>
Tauzy, David <u>Barton, Adrian</u>	Houston <u>Kingsland</u>	Texas	713-491-4989 <u>325-388-8080</u>
Bottger, Hans Konrad <u>Franks, Sarah</u>	Houston <u>Lewisville</u>	Texas	832-907-4633 <u>972-395-4787</u>
Garcia <u>Lewis, Irma</u> <u>Kumbia</u>	Houston <u>Kingwood</u>	Texas	832-721-8244 <u>832-862-0855</u>
Pong <u>White, Karen</u> <u>Melinda</u>	Houston <u>East Bernard</u>	Texas	713-853-7013 <u>281-809-4131</u>
<u>Richardson, Kelly</u> , Tamara	Houston <u>Cedar Park</u>	Texas	832-323-2358 <u>512-701-2902</u>
Burton, Loveice <u>Carman, April</u>	Houston <u>Odessa</u>	Texas	832-436-5061 <u>432-413-6109</u>
Robirds, Melissa <u>Burt, Linda</u>	Houston <u>Beeville</u>	Texas	832-390-4968 <u>361-542-6704</u>
Chin <u>Lofton,</u> <u>Gene</u> <u>Sharolyn</u> <u>Denise</u>	Houston <u>Dallas</u>	Texas	832-377-6220 <u>817-398-8899</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Herrin <u>Garcia, Paige</u> <u>Irma</u>	Houston	Texas	713-553-5243 <u>832-721-8244</u>
Gallardo <u>Weeks, Rose</u> <u>Peter</u>	Houston <u>La Marque</u>	Texas	281-841-6930 <u>210-560-1325</u>
Eakman, Marlene <u>Dennis, Matthew</u>	Houston <u>Katy</u>	Texas	832-266-1225 <u>281-231-8422</u>
White, Sandy <u>Bryant, Kutina</u>	Huffman <u>Missouri City</u>	Texas	832-305-7825 <u>281-545-5004</u>
Hennigan, Jonathan <u>Anderson, Jeanene</u>	Humble <u>Hockley</u>	Texas	832-410-8402 <u>337-210-3060</u>
Daigle <u>Cooley, Kelle</u> <u>Jack</u>	Humble <u>Dallas</u>	Texas	832-441-9998 <u>214-520-6900</u>
Culton, Maymarie <u>Duncan, James</u>	Humble <u>Fort Worth</u>	Texas	832-777-6939 <u>817-682-7751</u>
Seanlan <u>Fitzpatrick, Mary</u> <u>James</u>	Irving <u>Midlothian</u>	Texas	469-669-1304 <u>817-779-3259</u>
<u>Henager, Jared</u>	<u>Carrollton</u>	<u>Texas</u>	<u>945-713-0895</u>
<u>Johanning, Jacqueline</u>	<u>Mico</u>	<u>Texas</u>	<u>210-632-5223</u>
<u>Dienst, Jeannine</u>	<u>Friendswood</u>	<u>Texas</u>	<u>281-935-7139</u>
<u>Dacpano-Hasegawa, Christina</u>	<u>Bulverde</u>	<u>Texas</u>	<u>830-252-0315</u>
<u>Franks, Jill</u>	<u>Jarrell</u>	<u>Texas</u>	<u>832-482-2544</u>
Semaan, Cynthia <u>Broughton, Joann</u>	Katy <u>Lake Kiowa</u>	Texas	832-762-7000 <u>940-443-0398</u>
Dennis, Matthew <u>Nelson, John</u>	Katy <u>Plano</u>	Texas	281-231-8422 <u>210-845-9042</u>
Lampkin, Vanessa <u>Hennigan, Jonathan</u>	Katy <u>Huntington</u>	Texas	281-805-1057 <u>832-410-8402</u>
Ledak, George <u>Guerra, Michele</u>	Keller <u>San Antonio</u>	Texas	817-337-9941 <u>210-867-8817</u>
Klein, Stephanie Nicole <u>Walters, Judy</u>	Keller <u>Whitehouse</u>	Texas	817-345-4822 <u>903-316-7890</u>
<u>Green, Julie</u>	<u>Kennedale</u>	<u>Texas</u>	<u>682-365-2680</u>
Nesbitt, Kathryn <u>Pong, Karen</u>	Kerrville <u>Houston</u>	Texas	830-308-8800 <u>713-853-7013</u>
Osler, Tyrrell <u>Nesbitt, Kathryn</u>	Killeen <u>Kerrville</u>	Texas	254-345-2866 <u>830-308-8800</u>
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<u>Feierabend</u> <u>Kelly, Carl</u> <u>Tamara</u>	<u>Kingwood</u> <u>Houston</u>	Texas	832-771-8100 <u>832-323-2358</u>
<u>Lewis, Kumbia</u> <u>Stokes, Kenneth</u>	<u>Kingwood</u> <u>Garden Ridge</u>	Texas	832-862-0855 <u>210-651-0920</u>
<u>White, Latonya</u> <u>Kerper, Debra</u>	<u>Kingwood</u> <u>Frisco</u>	Texas	832-268-2018 <u>951-202-2208</u>
<u>Sizemore</u> <u>Smith, Judith</u> <u>Kim</u>	<u>Krum</u> <u>Buffalo</u>	Texas	940-331-2354 <u>903-907-2818</u>
<u>Weeks, Peter</u> <u>Harris, Kimberly</u>	<u>La Marque</u> <u>Sugar Land</u>	Texas	210-560-1325 <u>832-532-3287</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Keys, Catherine <u>Cranford, Michael</u>	<u>Manvel</u> <u>Texarkana</u>	Texas	346-688-9370 <u>903-501-4132</u>
Rodriguez, Ernesto <u>Ellison, Michelle</u>	<u>Mcallen</u> <u>Odessa</u>	Texas	956-630-9787 <u>806-790-9847</u>
Christiansen <u>Thakkar, Sandy</u> <u>Mukti</u>	<u>Mekinney</u> <u>Cedar Park</u>	Texas	214-649-6025 <u>512-221-1935</u>
Fisher <u>Chin, Lacey</u> <u>Gene</u>	<u>Mekinney</u> <u>Houston</u>	Texas	972-478-0130 <u>832-377-6220</u>
Decker, Tina <u>Verkilen, M. Anne-Lyse</u>	<u>Mekinney</u> <u>Deer Park,</u>	Texas	469-905-0501 <u>713-730-3155</u>
Williams, Rodney <u>Healy, Kendra</u>	<u>Mekinney</u> <u>Allen</u>	Texas	972-301-2750 <u>945-227-7878</u>
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Harmon <u>James, Shane</u> <u>Nancy</u>	Melissa	Texas	469-922-8365 <u>972-838-4494</u>
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Fitzpatrick, James <u>Roman-De Leon, Nancy</u>	<u>Midlothian</u> <u>Eules</u>	Texas	817-779-3259 <u>561-997-4580</u>
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Stauffacher, Gerald <u>Mckinney, Terry S.</u>	<u>Mineola</u> <u>Magnolia</u>	Texas	760-305-9300 <u>832-520-1795</u>
Alvarez, Gerardo <u>Lampkin, Vanessa</u>	<u>Mission</u> <u>Katy</u>	Texas	956-519-4888 <u>281-805-1057</u>
Pena, Suzanne <u>Klein, Stephanie Nicole</u>	<u>Mission</u> <u>Keller</u>	Texas	956-778-1960 <u>817-345-4822</u>
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Griffin <u>Ownby, Ruby</u> <u>Karyn</u>	<u>N Richland Hills</u> <u>Aledo</u>	Texas	817-576-2497 <u>817-454-5357</u>
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PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Meelelland, Patricia <u>Clare, April</u>	San Antonio <u>Montgomery</u>	Texas	210-776-4416 <u>936-213-0069</u>
Tevebaugh, Sheryl <u>Fisher, Lacey</u>	San Antonio <u>Mckinney</u>	Texas	303-704-8028 <u>972-478-0130</u>
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Barron, Pamela <u>Schoonover, Terri</u>	San Antonio <u>La Marque</u>	Texas	210-865-9299 <u>817-360-3352</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Robison <u>Ernst, Leah</u> <u>Joseph</u>	West Jordan	Utah	801-989-8254 <u>801-441-0102</u>
<u>Clemmer, Gordon</u>	<u>Cedar City</u>	<u>Utah</u>	<u>435-238-7511</u>
Gallien, Nicole	West Jordan	Utah	503-720-6770
<u>Whittaker, Scott</u>	<u>Saint George</u>	<u>Utah</u>	<u>801-282-3025</u>
Kovacevich, January <u>Sherman, Donna</u>	Newport <u>Berlin</u>	Vermont	254-721-2000 <u>802-522-2989</u>
Kuhn, Kimberly <u>Stefanik, Leslie</u>	Abingdon <u>Fairfax</u>	Virginia	276-676-0399 <u>703-688-2724</u>
<u>Brown, Christopher</u>	<u>Mechanicsville</u>	<u>Virginia</u>	<u>804-789-1672</u>
<u>Mayfield, Akida</u>	<u>Chester</u>	<u>Virginia</u>	<u>804-322-9706</u>
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<u>Balmaz, Amy</u>	<u>King George</u>	<u>Virginia</u>	<u>540-220-5318</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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Magalong, Sylvia <u>Shifflett, Candice</u>	Annandale <u>Shenandoah</u>	Virginia	703-598-6297 <u>540-246-3766</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
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PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Thomas, Gloria <u>Edwards, Pamela</u>	N Chesterfield <u>Smithfield</u>	Virginia	804-716-0830 <u>757-255-4886</u>
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Mays, Stephanie <u>Harsell, Susan</u>	Stafford <u>Basye</u>	Virginia	703-987-5201 <u>571-332-9330</u>
Guilbault, Michelle <u>Kincanon,</u> <u>Susan</u>	Sterling <u>Wirtz</u>	Virginia	703-622-8436 <u>540-707-9119</u>
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Conken, Karen <u>Omoseni, Tolulope</u>	Suffolk <u>Fredericksburg</u>	Virginia	757-657-9027 <u>540-681-9387</u>
Johnson, Yolanda <u>Jones, Eden</u>	Suffolk <u>Woodstock</u>	Virginia	757-394-1153 <u>540-459-3104</u>
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Brown, William	Virginia Beach	Virginia	757-707-1233
Dial, Mike	Virginia Beach	Virginia	757-453-4246
Blackmore, Dennis	Virginia Beach	Virginia	757-343-4949
Bousquet, Donna <u>Briere, Joseph</u>	Williamsburg <u>Cumberland</u>	Virginia	757-880-0877 <u>305-767-3525</u>
Avila, Jeanne <u>Anderson, Bertina</u>	Williamsburg <u>Fairfax</u>	Virginia	571-623-1669 <u>703-278-8281</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHOINE <u>Work</u> <u>Phone</u>
Gdovie Ball , Christine <u>Michael</u>	Williamsburg <u>Reston</u>	Virginia	757-936-1235 <u>703-828-8687</u>
Kineanon <u>Daud</u> , Susan <u>Syed</u>	Wirtz <u>Woodbridge</u>	Virginia	540-707-9119 <u>571-589-5240</u>
Swanson, _____ Kathryn <u>Hingoro</u> , <u>Umbreen</u>	Wise <u>McLean</u>	Virginia	276-870-4637 <u>703-448-7500</u>
Reed-Gray, Linda <u>Allen, Pamela</u>	Woodbridge <u>Charlottesville</u>	Virginia	703-220-1873 <u>434-422-7228</u>
Dey Hill, Patrick <u>Adams, Sandra</u>	Woodbridge <u>Springfield</u>	Virginia	571-621-3812 <u>571-297-7676</u>
Myers, Ladonna <u>Mittra, Anoop</u>	Woodbridge <u>Herndon</u>	Virginia	402-699-9835 <u>703-561-0404</u>
Washington <u>Conken</u> , Tracy <u>Karen</u>	Woodbridge <u>Suffolk</u>	Virginia	703-590-2290 <u>757-657-9027</u>
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<u>Peck, Sarah</u>	<u>Martinsburg</u>	<u>West Virginia</u>	<u>703-969-6138</u>
<u>Conley, Christina Lynn</u>	<u>Walton</u>	<u>West Virginia</u>	<u>304-377-7985</u>
<u>Acord, Joseph</u>	<u>Kenova</u>	<u>West Virginia</u>	<u>304-908-1095</u>
Thompson, Janet	Buckhannon	West Virginia	304-460-0326
Kay, Tracy Lisa	Charles Town	West Virginia	703-662-5844
Acord, Joseph <u>Kruger, James</u>	Kenova <u>New Creek</u>	West Virginia	304-908-1095 <u>352-409-1932</u>
Peck, Sarah	Martinsburg	West Virginia	703-969-6138
Cuppett, William	Reedsville	West Virginia	304-980-2552
Conley, Christina Lynn <u>Natal, Magdalys</u>	Walton <u>North Prairie</u>	West Virginia <u>Wisconsin</u>	304-377-7985 <u>414-202-9289</u>
Kallenbach-Auchampach, Nicole <u>Murphy, Tanya</u>	Almena <u>Franklin</u>	Wisconsin	715-914-8707 <u>414-306-6442</u>
Gutting, Matthew <u>Brancel, Robert</u>	Amery <u>Waunakee</u>	Wisconsin	715-419-9890 <u>608-215-5939</u>
<u>Woggon, Kimberly</u>	<u>Onalaska</u>	<u>Wisconsin</u>	<u>608-336-0044</u>
<u>Rodriguez, Carlos</u>	<u>Mequon</u>	<u>Wisconsin</u>	<u>414-600-9795</u>
<u>Howard, Cheryl</u>	<u>Mukwonago</u>	<u>Wisconsin</u>	<u>224-828-0045</u>
<u>Andrews, Janelle</u>	<u>Waukesha</u>	<u>Wisconsin</u>	<u>414-418-8803</u>
Kimpel, Dawn	Brookfield	Wisconsin	262-230-2302
Linsmeier, Sara <u>Mallon, Franklin</u>	Brookfield <u>Madison</u>	Wisconsin	262-701-7109 <u>608-301-5778</u>
Roberts <u>Behlke, Dana</u> <u>Heidi</u>	Burlington <u>Dousman</u>	Wisconsin	262-206-6758 <u>262-269-1522</u>
Johnson, Janet	Conover	Wisconsin	715-547-6772
Behlke, Heidi	Dousman	Wisconsin	262-269-1522
Murphy, Tanya	Franklin	Wisconsin	414-306-6442
O'Brien, Jeri	Franklin	Wisconsin	262-822-5210
Weber <u>Hardy, Nicole</u> <u>Julie</u>	Green Bay <u>Ontario</u>	Wisconsin	920-737-8579 <u>608-844-8484</u>
Berg <u>Koppa, Richard</u> <u>Lue Ann M</u>	Green Bay <u>New Berlin</u>	Wisconsin	920-660-4928 <u>262-880-1976</u>
Budahn, Matthew <u>Myers, Mary</u>	Green Bay <u>Reedsburg</u>	Wisconsin	920-888-8810 <u>608-415-3494</u>
Tyler, Pammy <u>Gutting, Matthew</u>	Jim Falls <u>Amery</u>	Wisconsin	715-579-8237 <u>715-768-3808</u>
Jacob, Michael	Kenosha	Wisconsin	262-764-1651
Werbelow, Beverly <u>Turell, Michael</u>	Kewaskum <u>Middleton</u>	Wisconsin	262-923-8441 <u>561-679-3125</u>
Dillenburg, Tyler	Luxemburg	Wisconsin	715-851-3789

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Turell, Michael <u>Kallenbach-Auchampach, Nicole</u>	Madison <u>Almena</u>	Wisconsin	561-679-3125 <u>715-914-8707</u>
Rodriguez, Carlos <u>Tyler, Pammy</u>	Mequon <u>Jim Falls</u>	Wisconsin	414-600-9795 <u>715-579-8237</u>
Jones, Shannon <u>Soto-Tocuyo, Dalilah</u>	Milwaukee <u>Pewaukee</u>	Wisconsin	414-600-9178 <u>262-415-5377</u>
Gillis, Rebecca	Mondovi <u>Chippewa Falls</u>	Wisconsin	715-396-1567
Howard <u>Roberts, Cheryl</u> <u>Dana</u>	Mukwonago <u>Burlington</u>	Wisconsin	224-828-0045 <u>262-206-6758</u>
Koppa <u>Berg, Lue Ann M</u> <u>Richard</u>	New Berlin <u>Green Bay</u>	Wisconsin	262-880-1976 <u>920-660-4928</u>
Natal, Magdalys <u>Locken, Mark</u>	North Prairie <u>Superior</u>	Wisconsin	414-202-9289 <u>715-718-1851</u>
Weggon, Kimberly <u>Kanter, Jennifer</u>	Onalaska <u>Racine</u>	Wisconsin	608-336-0044 <u>262-344-0697</u>
Hardy <u>Jones, Julie</u> <u>Shannon</u>	Ontario <u>Milwaukee</u>	Wisconsin	608-844-8484 <u>414-600-9178</u>
Pyrchalla, Shawwna	Owen	Wisconsin	715-229-0169
Soto-Tocuyo, Dalilah <u>Budahn, Matthew</u>	Pewaukee <u>Green Bay</u>	Wisconsin	262-415-5377 <u>920-888-8810</u>
Kanter, Jennifer <u>Werbelow, Beverly</u>	Racine <u>Kewaskum</u>	Wisconsin	262-344-0697 <u>262-923-8441</u>
Andrews, Janelle <u>Dillenburg, Tyler</u>	Waukesha <u>Luxemburg</u>	Wisconsin	414-418-8803 <u>715-851-3789</u>
<u>Hong, Antoinette</u>	<u>Jackson</u>	<u>Wyoming</u>	<u>307-828-1300</u>
Fenno, Thomas	Bondurant	Wyoming	307-421-0298
Grutzner, Jon	Green Bay	Wyoming	954-344-8060
Hong <u>Dachel, Antoinette</u> <u>Michelle</u>	Jackson <u>Cheyenne</u>	Wyoming	312-379-5610 <u>307-772-1091</u>
Finch, Robyn	Sundance	Wyoming	307-290-2640

Signed but not open as of December 31, ~~2023~~2024:

PRIMARY CONTACT <u>Primary Name</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Newport, Deborah <u>Miller, Gregory</u>	Chandler <u>Half Moon Bay</u>	Arizona <u>California</u>	480-535-5003 <u>650-888-2218</u>
Wood, Lynn <u>Forsgren, Charles</u>	Cave Springs <u>Fullerton</u>	Arkansas <u>California</u>	479-506-1300 <u>657-427-1197</u>
Dutt <u>Pennington, Sanjay</u> <u>Judy</u>	San Diego <u>Elizabeth</u>	California <u>Colorado</u>	858-326-7210 <u>720-304-5434</u>
Vandenberg, Sheryl <u>Parker, Asriel</u>	Fort Myers <u>Tampa</u>	Florida	239-222-8887 <u>813-421-9991</u>
Espino, Editha <u>Dawson, Christopher</u>	Palm Beach Gardens <u>Ft Lauderdale</u>	Florida	561-990-1960 <u>754-215-6404</u>
Straus <u>Pechous, Barry</u> <u>Jane</u>	Saint Johns <u>Coconut Grove</u>	Florida	561-654-6603 <u>786-676-1705</u>
Banag, Diana <u>Szczepanek, Kenneth</u>	Tallahassee <u>Longwood</u>	Florida	813-413-1657 <u>689-229-9724</u>

Macatangay Tricarico, Myrna Rocco	West Park Miami	Florida	786-571-8155 860-483-6142
Norton, Linda Kasdan, Victoria	Williston Bradenton	Florida	772-867-1622 941-281-0073
Hwang Petta, Pauline Anthony	Woodstock Evans	Maryland Georgia	443-386-8383 706-303-0605
Dahl, Susan Mcdonald, Remona	Jordan Elmont	Minnesota New York	952-697-9700 516-989-6328
Mekeown, Michelle Branch-Eller, Ricsheika	Hillsborough Clayton	New Jersey North Carolina	352-717-4103 984-319-6800
Giannullo, John Grout, Douglas	North Brunswick Delaware	New Jersey Ohio	732-790-2516 740-919-3747
Schwarte, Shantie Simpson, Robert	Glen Oaks Stevens	New York Pennsylvania	646-673-5359 717-305-0327
Sinopoli, Nicole Pereira, Edison	Blue Bell Magnolia	Pennsylvania Texas	610-680-2444 832-553-6338
Duncan Fehmel, James John	Fort Worth Pflugerville	Texas	817-682-7751 737-395-5069
Choi, Munseok	Herndon	Virginia	571-599-6629

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

EXHIBIT D

FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following is a list of franchisees whose franchises were transferred in ~~2023~~2024; who had franchises terminated, not renewed, or reacquired by us in ~~2023~~2024; who otherwise voluntarily or involuntarily ceased operating under their Franchise Agreements in ~~2023~~2024; or who had not communicated with us within 10 weeks of the issuance date of this disclosure document.

The list does not include franchisees who transferred their **CRUISE PLANNERS®** Businesses from one state to another in ~~2023~~2024.

Transferred Franchises

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Lynn Moore <u>Allen, Cynthia</u>	Castle Rock <u>Chester</u>	Colorado <u>New Jersey</u>	727-803-9177 <u>973-948-9694</u>
Jeanne Allen Gore	Gardiner	Maine	207-361-1611
Gary Robinson	Murray	Utah	801-317-2974

Terminated Franchises

PRIMARY CONTACT <u>Primary Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Byers, Elizabeth <u>Giffin, Janie</u>	Enterprise <u>Birmingham</u>	Alabama	954-344-8060 <u>205-623-5600</u>
Cline, Boni <u>Burmeister, J. Douglas</u>	Tucson <u>Mesa</u>	Arizona	520-743-9873 <u>760-408-4003</u>
Mekay, Joshua <u>De Vilbiss, Michael</u>	Tucson <u>Phoenix</u>	Arizona	520-660-9804 <u>602-583-4557</u>
Saucedo, Mario <u>Papreck, Rossana</u>	Bakersfield <u>Tucson</u>	California <u>Arizona</u>	661-735-4460 <u>520-704-2021</u>
Chauvel Conn, Eve <u>Sonja</u>	Corona Del Mar <u>Newport Coast</u>	California	949-244-6122 <u>949-933-0911</u>
Herrera Dacosta, Alan <u>Ge</u>	Hayward <u>Danville</u>	California	954-344-8060 <u>925-999-5661</u>
Stave Doherty, John <u>Tai</u>	Healdsburg <u>Beaumont</u>	California	707-483-1690 <u>925-964-6132</u>
Setchell, Michelle <u>Heinonen, Harry</u>	Livermore <u>Torrance</u>	California	925-621-9534 <u>424-475-0080</u>
Embry, Angela <u>Lavender, Jeffrey</u>	Manhattan Beach <u>Vista</u>	California	310-340-8820 <u>310-774-7611</u>
Searbo, Marianne <u>Shambaugh, Gloria</u>	Mission Viejo <u>Calimesa</u>	California	949-433-9374 <u>909-748-5288</u>
Figueroa, William <u>Showalter, Kristine</u>	Moorpark <u>Mariposa</u>	California	805-552-4223 <u>209-347-5100</u>
Martinez, Jimmey <u>Sugathadasa, Sharmila</u>	Plumas Lake <u>Santa Clarita</u>	California	916-782-2828 <u>818-538-5050</u>
Brennan, Terrence <u>Thakkar, Atul</u>	San Diego	California	760-895-8010 <u>619-780-8323</u>
Lee, Joseph <u>Westendorff, Carlos</u>	San Francisco <u>Sun Valley</u>	California	415-769-7710 <u>805-791-3711</u>
Soler My, Alexandre	Seal Beach	California	562-523-9591
Johnson, Arkaimie	Vacaville	California	888-344-3550

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Velasquez, Verna	Valencia	California	661-454-9934
Morse, Paula	Winchester	California	951-526-2828
Gallman, Ronnie <u>Keller, Benjamin</u>	Castle Rock <u>Thornton</u>	Colorado	720-449-4127 <u>720-524-6836</u>
Larsen, Shawna <u>Schultz, Samantha</u>	Centennial <u>Arvada</u>	Colorado	720-689-5188 <u>980-999-0414</u>
Gilechrist, Elizabeth	Centennial	Colorado	303-305-3768
Lee, Katrina	Colorado City	Colorado	719-429-8028
Devries, Anne <u>Weston, Kameron</u>	Colorado Springs	Colorado	719-344-5257 <u>719-309-2323</u>
Pendley <u>Petrowsky, Vernie</u> <u>Jill</u>	Colorado Springs <u>Manchester</u>	Colorado <u>Connecticut</u>	719-357-6923 <u>860-808-7484</u>
Harada <u>Lilyca, Jun</u> <u>Joann</u>	Colorado Springs <u>Washington</u>	Colorado <u>District of Columbia</u>	719-357-8196 <u>202-730-3877</u>
Kaiser, Francis <u>Acevedo, Rose</u>	Colorado Springs <u>Orlando</u>	Colorado <u>Florida</u>	719-434-7871 <u>954-344-8060</u>
Mealy <u>Austin, Karen</u> <u>Roger</u>	Fort Lupton <u>Lake Suzy</u>	Colorado <u>Florida</u>	303-857-7838 <u>941-456-7487</u>
Century, Lorell <u>Bernard, Bertine</u>	Pueblo West <u>Lantana</u>	Colorado <u>Florida</u>	229-359-4626 <u>561-623-0972</u>
Jones, Christopher <u>Breitman, Mindy</u>	Apopka <u>Parkland</u>	Florida	407-486-4252 <u>954-778-5478</u>
Scheffler, Denise <u>Budzian, Catheryne</u>	Boca Raton <u>New Port Richey</u>	Florida	954-234-9555 <u>727-877-0212</u>
Koolik, Marsha <u>Caldwell, Teresa</u>	Boynton Beach <u>Deland</u>	Florida	305-525-9275 <u>386-624-4425</u>
Heckman, Evan <u>Carrasquillo, Roberto</u>	Bradenton <u>Oldsmar</u>	Florida	941-730-6420 <u>727-554-5656</u>
Massey, Christopher <u>Edwards, Tanika</u>	Cantonment	Florida	850-501-2949 <u>850-679-3023</u>
Antunez, Patricia <u>Harris, Allison</u>	Coral Springs <u>Hallendale</u>	Florida	954-753-5412 <u>480-582-1452</u>
Gardner <u>Kassem, Kurt</u> <u>Iris</u>	Coral Springs <u>Saint Johns</u>	Florida	954-496-2425 <u>954-507-6287</u>
Hazlett <u>Koodallur, Glen</u> <u>Suma</u>	Crestview <u>Aventura</u>	Florida	614-356-3426 <u>856-776-6774</u>
Lilly <u>Lublinerman, Naney</u> <u>Julio</u>	Daytona <u>Delray Beach</u>	Florida	386-589-4434 <u>954-344-8060</u>
Colon, Jose <u>Martin, Jennifer</u>	Fleming Island <u>Naples</u>	Florida	904-209-6587 <u>419-796-2692</u>
Bhatnagar <u>Mayerhofer, Vikas</u> <u>Myles</u>	Fort Lauderdale <u>Coral Springs</u>	Florida	830-344-9768 <u>954-347-1477</u>
Kennedy, Ellen <u>Molina, Mildred</u>	Holiday <u>Riverview</u>	Florida	727-815-8054 <u>813-704-0426</u>
Locke, Alexander <u>Niederlova, Alena</u>	Holly Hill <u>Tampa</u>	Florida	386-682-2259 <u>813-971-3796</u>
Guerrero, Kathy <u>Phromvipha, Marcella</u>	Hollywood <u>Weston</u>	Florida	954-840-5264 <u>954-393-4681</u>
Kennedy, Sheran <u>Pitkin, Heather</u>	Homestead <u>Naples</u>	Florida	305-831-4054 <u>239-331-7113</u>
Korkin, Jason <u>Robinson, Cecilia</u>	Jupiter <u>Jacksonville</u>	Florida	561-705-0899 <u>904-697-7499</u>
Edwards, Devaughn <u>Rodriguez, Linda</u>	Lutz <u>Davenport</u>	Florida	813-618-3013 <u>781-502-2322</u>
Mazyek <u>Roy, Brenda</u> <u>Stacie</u>	Miami <u>Port St. Lucie</u>	Florida	786-420-5586 <u>772-243-8446</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Dow, Kathleen <u>Sarmiento, Cicero</u>	N Ft. Myers <u>Winter Garden</u>	Florida	804-419-7404 <u>407-395-2011</u>
Shirley, Raenell <u>Schmidt, Brian</u>	New Port Richey <u>Sarasota</u>	Florida	727-998-1400 <u>941-242-1030</u>
Maini <u>Suresh, Amit</u> <u>Vara</u>	Oe eee <u>Jacksonville</u>	Florida	407-752-4600 <u>904-874-2288</u>
Lugo <u>Vega, Erie</u> <u>Victor</u>	Oviedo <u>Key Biscayne</u>	Florida	407-415-5310 <u>305-361-6880</u>
Whiting, Richard	Palm Harbor	Florida	727-324-6585
Jimenez, Kendelle	Plant City	Florida	813-440-4957
Mefarlane, Horatio	Royal Palm Beach	Florida	954-270-2042
Gordon, Don	Santa Rosa Beach	Florida	850-588-1235
Meehan, Scott	Seminole	Florida	727-776-0045
Trudelle, Lesley	St. Johns	Florida	904-479-8880
Whatley Owner, Paul	Tampa	Florida	813-343-0800
Nicholson, Robert <u>Benson, Michael</u>	Atlanta <u>Dalton</u>	Georgia	404-334-0993 <u>706-229-9260</u>
Turner, Moniqua <u>Cunningham, Sharon</u>	Atlanta <u>Lafayette</u>	Georgia	678-646-8604 <u>706-638-2669</u>
Thompson <u>Peguero, Jason</u> <u>Juan</u>	Atlanta <u>Newnan</u>	Georgia	770-212-2218 <u>404-537-6552</u>
Stout <u>Seals, Deborah</u> <u>Johnny</u>	Cumming <u>Evans</u>	Georgia	678-845-6150 <u>706-723-9517</u>
Hayes, Ellwood <u>Simons, Laronda</u>	Flowery Branch <u>Garden City</u>	Georgia	321-775-3312 <u>786-676-0499</u>
Webster-Williams, Apphia <u>Waters, Kaitlin</u>	Medonough <u>Canton</u>	Georgia	404-977-0308 <u>404-777-9611</u>
King, Carlette <u>Provine, Reno</u>	Norcross <u>Kapolei</u>	Georgia <u>Hawaii</u>	470-509-4311 <u>562-647-8057</u>
Bailey, Scott	Suwanee	Georgia	404-477-8082
Williams, Raimi <u>Heffelfinger, Kendra</u>	Hayden Lake <u>Meridian</u>	Idaho	208-762-9544 <u>208-353-8123</u>
Gray, Daniel <u>Davenport, Everett</u>	Chicago <u>Romeoville</u>	Illinois	312-360-1720 <u>815-200-4166</u>
Henderson, Michelle <u>Nimmo, Joel</u>	Oak Park <u>Edwardsville</u>	Illinois	954-344-8060 <u>618-444-2890</u>
Brunner, Audrey <u>Vargas, Franklin</u>	Wauconda <u>Chicago</u>	Illinois	847-892-9090 <u>312-767-8774</u>
Piffier, Skye <u>Kuhn, Katherine</u>	Dyer <u>Indianapolis</u>	Indiana	219-939-1694 <u>317-749-8512</u>
Jones, Hope <u>Lehman, Belinda</u>	Fort Wayne <u>Linton</u>	Indiana	919-423-7206 <u>812-798-4493</u>
Gray, Charles	Indianapolis	Indiana	317-610-0750
Moore <u>Rains, Misty</u> <u>Terry</u>	Indianapolis <u>Columbus</u>	Indiana	765-631-9157 <u>812-657-0777</u>
Nelson, Thomas <u>Rickey, Pamela</u>	Knobs <u>Gas City</u>	Indiana	954-344-8060 <u>765-609-9066</u>
Lingren, Christopher <u>Wilson, Angela</u>	Noblesville <u>Logan</u>	Indiana <u>Iowa</u>	317-776-1733 <u>712-644-3703</u>
Striegel <u>Beanblossom, Brad</u> <u>Brent</u>	Eldridge <u>Louisville</u>	Iowa <u>Kentucky</u>	563-223-9262 <u>888-469-0410</u>
Smith <u>Tolbert, Jarek</u> <u>Ted</u>	Prairieville <u>Lafayette</u>	Louisiana	225-726-4140 <u>954-344-8060</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Cole Almgren, Mary <u>Davis, Carl</u>	Wales <u>Bowie</u>	Maine <u>Maryland</u>	207-751-8968 <u>301-704-8568</u>
Klabunde, Robert <u>Session, Beverly</u>	Cumberland <u>Ft Washington</u>	<u>Maryland</u>	301-453-2709 <u>301-832-4486</u>
Smith, Valerie <u>Alliaj, Ruzha</u>	Fitchburg <u>West Bloomfield</u>	Massachusetts <u>Michigan</u>	978-549-3049 <u>248-410-6154</u>
Mojica, Karen <u>Beydoun, Ghassan</u>	Grand Ledge <u>Dearborn</u>	<u>Michigan</u>	517-627-9944 <u>813-648-8888</u>
Washington, Tonya <u>Hodge, Marybeth</u>	Ypsilanti <u>Sanford</u>	<u>Michigan</u>	734-230-2266 <u>989-687-4097</u>
Schommer, Gerry <u>Malik, Ambareen</u>	Burnsville <u>Troy</u>	Minnesota <u>Michigan</u>	952-997-7816 <u>248-561-5644</u>
<u>Soda, Francesca</u>	<u>Detroit</u>	<u>Michigan</u>	<u>877-867-2089</u>
Osvold <u>Gomer, Andre</u> <u>Ann</u>	Inver <u>Grove Heights</u> <u>Champlin</u>	<u>Minnesota</u>	651-269-2494 <u>612-605-8415</u>
Wilshusen, Ronnie <u>Robertson, Jolene</u>	Billings <u>Aitkin</u>	Montana <u>Minnesota</u>	406-229-2010 <u>218-508-2535</u>
Watson, Timothy <u>Leuthardt, Tobias</u>	Lincoln <u>Kansas City</u>	Nebraska <u>Missouri</u>	402-310-2085 <u>913-906-8050</u>
Hampton <u>Lindsay, Mark</u>	Henderson <u>Lee's Summit</u>	Nevada <u>Missouri</u>	702-982-1114 <u>816-777-2939</u>
<u>Russell, Jason</u>	<u>Wentzville</u>	<u>Missouri</u>	<u>636-856-0871</u>
Schlottmann, Jessica <u>Ramig, Sherry</u>	Las Vegas <u>Lewellen</u>	Nevada <u>Nebraska</u>	661-481-0757 <u>303-810-5216</u>
Russ, Kathleen <u>Dimaggio, Patricia</u>	Concord <u>Croydon</u>	<u>New Hampshire</u>	603-738-4404 <u>603-863-1758</u>
Mearthy <u>Ferreira, Laura</u> <u>Doug</u>	Nashua <u>Derry</u>	<u>New Hampshire</u>	603-417-3905 <u>603-490-9622</u>
<u>Magoon, Harold</u>	<u>Salem</u>	<u>New Hampshire</u>	<u>603-425-3537</u>
Gonzalez <u>Gray, Alicia</u> <u>Dawn</u>	Franklin Lakes <u>Edison</u>	<u>New Jersey</u>	201-485-7769 <u>732-742-8785</u>
Anderson, Chrystal <u>Jones, Linda</u>	Lumberton <u>Brick</u>	<u>New Jersey</u>	609-500-3226 <u>732-256-1364</u>
Barrea, Barbara <u>Mcphail, Lawrence</u>	Morris Plains <u>Sussex</u>	<u>New Jersey</u>	561-254-2702 <u>732-982-7847</u>
Patel, Zankhna <u>Molbury, Sylvia</u>	<u>Sparta</u>	<u>New Jersey</u>	201-401-2118 <u>973-940-0202</u>
Meginnis, Patricia <u>Nolin, Nancy</u>	Duanesburg <u>Sea Girt</u>	New York <u>Jersey</u>	518-365-7260 <u>808-785-1330</u>
<u>Semcer, Melissa</u>	<u>Whitehouse Station</u>	<u>New Jersey</u>	<u>908-699-0555</u>
<u>Triana, Daniel</u>	<u>Sea Bright</u>	<u>New Jersey</u>	<u>732-998-7673</u>
<u>Wright, Darin</u>	<u>Farmington</u>	<u>New Mexico</u>	<u>505-787-2192</u>
Collins <u>Maurer, Laura</u> <u>Ryan</u>	East Quogue <u>Bronx</u>	<u>New York</u>	631-800-3399 <u>929-430-4450</u>
Mulkins, Theresa <u>Simulcik, Garrett</u>	Tivoli <u>North Babylon</u>	<u>New York</u>	845-756-4194 <u>631-274-5490</u>
Darwell, Cheryl <u>Bass, Stephanie</u>	Pinehurst <u>Charlotte</u>	<u>North Carolina</u>	910-585-4735 <u>980-987-9037</u>
Hollinger <u>Bell, Jenny</u> <u>Scott</u>	Raleigh <u>Broadway</u>	<u>North Carolina</u>	703-346-1256 <u>910-301-2505</u>
Engborg <u>Darling, Ted</u> <u>Kyle</u>	Sherrills Ford <u>Washington</u>	<u>North Carolina</u>	828-478-1617 <u>919-760-3225</u>
Montgomery, Carol <u>Parmley, Oliver</u>	Bellbrook <u>Pineville</u>	Ohio <u>North Carolina</u>	937-848-2000 <u>980-207-9749</u>
Scott, Rieley <u>Rogers, Charles</u>	Cincinnati <u>Concord</u>	Ohio <u>North Carolina</u>	513-447-5225 <u>980-354-3293</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
<u>Waeschle, David</u>	<u>High Point</u>	<u>North Carolina</u>	<u>336-307-5302</u>
<u>Wood, Lana</u>	<u>Glenville</u>	<u>North Carolina</u>	<u>828-743-0500</u>
<u>Zachar, Korneliya</u>	<u>Morrisville</u>	<u>North Carolina</u>	<u>919-737-7537</u>
Nguyen, Phuong <u>Lamar, Nicole</u>	Mentor <u>Delaware</u>	Ohio	425-445-9109 <u>614-897-0395</u>
Carter, Desiree <u>Starcher, Brian</u>	Worthington <u>Hilliard</u>	Ohio	614-749-4322 <u>614-551-4598</u>
Blank <u>Kautz, Claudine</u> <u>Rolanda</u>	Chandler <u>Norman</u>	Oklahoma	405-240-9616 <u>405-404-7502</u>
Sanchez <u>Chapman, Lori</u> <u>Leah</u>	Oregon City <u>Eugene</u>	Oregon	503-974-9333 <u>541-904-5412</u>
Jeffrey, Laura <u>Morrill, William</u>	Portland <u>Eugene</u>	Oregon	503-773-0071 <u>541-510-7372</u>
Gardner, Desiree <u>Altemara, Maria</u>	Allentown <u>North Charleroi</u>	Pennsylvania	484-891-0860 <u>724-565-1667</u>
<u>Rathbun, Raeann</u>	<u>Columbia Cross Rds</u>	<u>Pennsylvania</u>	<u>570-250-2888</u>
Dalciandro <u>Faison, Gina</u> <u>Rita</u>	Greensburg <u>Hatboro</u>	Pennsylvania	724-424-8222 <u>267-551-8300</u>
Hostetler, Joseph <u>Rogers, Elaine</u>	Mount Joy <u>Elverson</u>	Pennsylvania	717-293-7104 <u>610-469-2241</u>
Lindsay <u>Greene, Julie</u> <u>Joan</u>	Newville <u>Hilton Head Island</u>	Pennsylvania <u>South Carolina</u>	717-226-0845 <u>843-686-4226</u>
<u>Roman, Lori</u>	<u>Norristown</u>	<u>Pennsylvania</u>	<u>610-908-9972</u>
Waxelbaum, Steven <u>Miller, Michelle</u>	Indian Land <u>West Columbia</u>	South Carolina	804-944-4818 <u>803-500-5015</u>
Graham, Michael <u>Taylor, Vincent</u>	Myrtle Beach <u>Duncan</u>	South Carolina	843-732-2582 <u>864-387-7006</u>
Herman, Kimberlee <u>Coleman, Tamara</u>	New Johnsonville <u>Antioch</u>	Tennessee	760-423-3514 <u>615-988-1089</u>
Cleveland, Tanya <u>Frank, Daniyel</u>	Austin <u>Hendersonville</u>	Texas <u>Tennessee</u>	803-710-2771 <u>615-795-7679</u>
Sweet, Melanie <u>Thompson, Eric</u>	Benbrook <u>Chattanooga</u>	Texas <u>Tennessee</u>	817-725-7471 <u>423-834-1608</u>
Vogiatzis, Christine <u>Wolfe, Lindsay</u>	Corpus Christi <u>Lakeland</u>	Texas <u>Tennessee</u>	361-462-6484 <u>901-831-3141</u>
Medina Ramirez, Veronica <u>Davis, Suzanne</u>	Devine <u>Frisco</u>	Texas	210-729-9995 <u>214-705-6121</u>
Iovine, Patricia <u>Flowers, Sabrina</u>	Grapevine <u>Cedar Hill</u>	Texas	817-721-1754 <u>469-598-3955</u>
Schmitt <u>Hall, Susan</u> <u>Sarah</u>	Houston <u>New Braunfels</u>	Texas	281-855-2600 <u>830-312-1802</u>
Oliver, Brianna <u>Hicks-Sneed, Shannon</u>	Humble <u>Blue Mound</u>	Texas	281-369-6507 <u>469-994-8561</u>
Beisty, Patricia <u>Holmes, Karen</u>	Katy <u>Athens</u>	Texas	281-616-6939 <u>903-963-6777</u>
Zora <u>Meriel, Kate</u> <u>Ann Claire</u>	New Braunfels <u>Sugar Land</u>	Texas	512-740-1339 <u>281-818-0093</u>
Killgo, Leslie <u>Moreno, Cristabel</u>	Rhome <u>Austin</u>	Texas	817-542-1330 <u>346-818-8389</u>
Goodstein, Heather <u>Ratliff, Kelly</u>	Richardson <u>Rosharon</u>	Texas	469-231-2342 <u>832-226-7379</u>
Powell <u>Reed, Peggy</u> <u>Carrol</u>	San Antonio <u>Mt Pleasant</u>	Texas	210-896-0292 <u>903-204-6509</u>
Harris <u>Sewell, Jared</u> <u>Julie</u>	Texas City <u>Spring</u>	Texas	409-996-3588 <u>469-588-8830</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Christman, Clinton <u>Goings, Kirk</u>	Tyler <u>Salt Lake City</u>	Texas <u>Utah</u>	903-312-1829 <u>929-560-4011</u>
Tejeda, Brianda <u>Hoopers, Tonya</u>	Benjamin <u>Midway</u>	Utah	801-217-9955 <u>801-997-5904</u>
Reid <u>Neeley, Debra</u> <u>Amy</u>	Woodland Hills <u>Salt Lake City</u>	Utah	385-292-2818 <u>801-290-1074</u>
Foutz <u>Robison, Dennis</u> <u>Leah</u>	Alexandria <u>West Jordan</u>	Virginia <u>Utah</u>	619-886-5274 <u>801-989-8254</u>
Cole, Roxanne	Centreville	Virginia	703-919-4049
Brown, Joshua	Chesapeake	Virginia	757-816-1524
Hall, Anne	Chesapeake	Virginia	757-447-2988
Kossler, Daniel	Colonial Beach	Virginia	540-993-3752
Bennett, Karen	Dulles	Virginia	703-722-0736
Pinto, Robert	Lynchburg	Virginia	434-373-7744
Broughman, Robert	Roanoke	Virginia	540-312-7573
King-Sandidge, Debra	Sterling	Virginia	202-795-3300
Staley, Pamela	Kennewick	Washington	509-521-4023
Cervantes-Patel, Lilia	Lake Stevens	Washington	425-512-8140
Lanham, Shannon <u>Linsmeier, Sara</u>	Martinsburg <u>Brookfield</u>	West Virginia <u>Wisconsin</u>	304-839-3633 <u>262-701-7109</u>
Winkowski <u>Weber, John</u> <u>Nicole</u>	Franklin <u>Green Bay</u>	Wisconsin	414-858-9065 <u>920-737-8579</u>
Finch, Robyn	Sundance	Wyoming	307-290-2640

Non-Renewed Franchises

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work</u> <u>Phone</u>
Alberico <u>Johnson, Coleen</u> <u>Sean</u>	Preseott Valley <u>Sherwood</u>	Arizona <u>Arkansas</u>	928-499-4983 <u>501-838-8747</u>
Kim <u>Solis, Michael</u> <u>Diego</u>	Corona <u>La Mesa</u>	California	714-319-6189 <u>619-797-6678</u>
Kennedy, Lisa <u>Solomon, Stephanie</u>	Folsom <u>Huntington Beach</u>	California	916-496-8665 <u>949-506-7430</u>
Otega, Roland	Hawthorne	California	310-256-5364
Kumar, Rajneel	Hayward	California	510-989-2059
Gamayon, Leah	Hollister	California	831-673-3913
Walls, Shonnieka	Lakewood	California	562-380-1688
Davila, Hazel	Oxnard	California	310-752-3884
Sewell, Lisa	Pacific Palisades	California	310-266-0859
Vafae, Vahid	San Diego	California	858-388-7878
Kuhn, Brandon	San Juan Capistrano	California	949-366-9610
Nichols, Randall <u>Boman, Becky</u>	Santa Ana <u>Castle Rock</u>	California <u>Colorado</u>	657-235-8559 <u>720-572-4600</u>
Pierce, Terry	South San Francisco	California	209-603-7771
Torres, Robert	Truckee	California	530-562-5449

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Lee <u>Berardi, Ronald</u> <u>Cynthia</u>	<u>Celebration</u> <u>Stuart</u>	Florida	407-566-0127 <u>203-258-1930</u>
Brown <u>Li, Roger</u> <u>Brotherton, Barbara</u>	Hialeah <u>Pensacola</u>	Florida	305-799-6220 <u>321-205-4560</u>
Patt <u>Burian, Priscilla</u> <u>Kimberly</u>	<u>Hollywood</u> <u>Jacksonville Beach</u>	Florida	954-589-1727 <u>904-947-8785</u>
<u>Stiefel, Kelly</u> <u>Cahill, Kristin</u>	<u>Hudson</u> <u>Sarasota</u>	Florida	727-378-5456 <u>484-341-3131</u>
Meclary, Michelle	Jacksonville	Florida	904-864-2504
Allen, Omar <u>Jackson, Sherlyn</u>	<u>Lauderhill</u> <u>Sunrise</u>	Florida	954-955-8540 <u>754-269-0004</u>
Alexander, Khary <u>Mitchell, Rajinder</u>	<u>Miami</u> <u>Winter Garden</u>	Florida	954-344-8060 <u>407-782-7341</u>
Miranda, Jasmine	Miami	Florida	305-631-2848
Ishairzay, Sunil <u>Ross, Maria Georgina</u>	<u>Miami</u> <u>Sunny Isles Beach</u>	Florida	305-800-3866 <u>786-930-4600</u>
Mondesir, Chester <u>Schramm, Renee</u>	<u>Orlando</u> <u>Bradenton</u>	Florida	407-454-9807 <u>813-566-2592</u>
Wisniewski, Chester <u>Unger, Kathy</u>	<u>Oviedo</u> <u>Ponte Vedra Beach</u>	Florida	407-542-4151 <u>904-402-9094</u>
Makanji <u>Jensen, Pankaj</u> <u>Ed</u>	<u>Titusville</u> <u>Belvidere</u>	Florida <u>Illinois</u>	321-444-3344 <u>815-580-4441</u>
Cardozo, Gilmi	Weston	Florida	954-594-4437
Priester, Laquonya	Augusta	Georgia	706-888-1991
Martins, Paula	Canton	Georgia	954-415-2383
Ricks, Shakea	Decatur	Georgia	404-974-9812
Zayas, Charlette	Sandy Springs	Georgia	770-863-8899
Guyette, Lucila	Savannah	Georgia	912-657-9517
Apt <u>Young, Susan</u> <u>Terry</u>	<u>Monroe</u> <u>Chicago</u>	Illinois	708-534-7447 <u>954-344-8060</u>
Thomas-Ceasor, Christina <u>Henry, Donna</u>	<u>Bettendorf</u> <u>Wakefield</u>	Iowa <u>Kansas</u>	563-265-8317 <u>785-571-0626</u>
Ballard, Heather <u>Thompson, Holly</u>	<u>Lexington</u> <u>Olathe</u>	Kentucky <u>Kansas</u>	859-382-0881 <u>913-209-8340</u>
Brown <u>Reed, Chante</u> <u>Catherine</u>	<u>Louisville</u> <u>Zachary</u>	Kentucky <u>Louisiana</u>	502-315-9184 <u>225-286-9129</u>
Snowden, Lavonda <u>Mystal, Iljois</u>	<u>Beltsville</u> <u>Malden</u>	Maryland <u>Massachusetts</u>	443-660-9506 <u>351-500-9022</u>
Smith, Wayne <u>Thompson, Denise</u>	<u>Mitchellville</u> <u>Andover</u>	Maryland <u>Massachusetts</u>	301-731-9129 <u>978-973-0296</u>
Kra, Sarah	Silver Spring	Maryland	240-650-0123
Elwart, Steven <u>Prout, Joshua</u>	<u>Lapeer</u> <u>Port Huron</u>	Michigan	810-660-7728 <u>810-388-4573</u>
Stenvold <u>Casc, Lori</u> <u>Rob</u>	<u>Isle</u> <u>Annandale</u>	Minnesota <u>New Jersey</u>	763-634-5005 <u>908-388-4919</u>
Albert, Amy	Medina	Minnesota	612-368-9850
Corbin, Traeye	Springfield	Missouri	417-496-1124
Patrick, Dorthella	Springfield	Missouri	417-986-0344
Schoeke, Renae	St. Charles	Missouri	870-491-5215
Miller, <u>Delurski, Christine</u>	<u>Barnegat</u> <u>Hopatcong</u>	New Jersey	973-320-9281 <u>973-222-9141</u>

PRIMARY CONTACT <u>Primary</u> <u>Contact</u>	CITY <u>City</u>	STATE <u>State</u>	WORK PHONE <u>Work Phone</u>
Feng <u>Dronne, Helen</u> <u>Joy</u>	East Windsor <u>Freehold</u>	New Jersey	317-730-7146 <u>732-252-9626</u>
Sampson <u>Reynolds, Mark</u> <u>Thomas</u>	Elizabeth <u>Sayreville</u>	New Jersey	863-438-5107 <u>732-900-2593</u>
Healy, Kenneth <u>Farrar, Ronald</u>	Harrison <u>Lancaster</u>	New York	914-291-5692 <u>716-475-9542</u>
Esteves, Maria <u>Young, Reggie</u>	Mahopae <u>Cicero</u>	New York	845-531-9376 <u>315-885-8157</u>
Alonzo <u>Ford, Michael</u> <u>Heather</u>	Mineola <u>Rockwell</u>	New York <u>North Carolina</u>	516-880-2457 <u>704-239-7779</u>
Morrow, Brent <u>Tyson, Madelyn</u>	Clemmons <u>Asheville</u>	North Carolina	336-473-1666 <u>704-445-7001</u>
Hairston, Loni <u>Hogan Jr., Ed</u>	Columbus <u>Lima</u>	Ohio	614-263-0165 <u>567-712-2337</u>
Kim <u>Juncja, Alex</u> <u>Heather</u>	Oklahoma City <u>Mentor</u>	Oklahoma <u>Ohio</u>	405-667-7901 <u>440-463-4903</u>
Roe <u>Murphy, Sarah</u> <u>Amy</u>	La Grande <u>Glenshaw</u>	Oregon <u>Pennsylvania</u>	541-982-6282 <u>412-223-5340</u>
Webb <u>Bryant, Vernon</u> <u>Angela</u>	Phoenixville <u>York</u>	Pennsylvania <u>South Carolina</u>	484-240-3100 <u>803-203-1311</u>
Warren <u>Goodboy, Lauren</u> <u>Sue</u>	Blountville <u>Hilton Head Island</u>	Tennessee <u>South Carolina</u>	423-574-1577 <u>843-681-6171</u>
Veatch <u>Harrison, Lori</u> <u>Sheila</u>	Friendswood <u>Florence</u>	Texas <u>South Carolina</u>	281-747-3030 <u>843-409-9602</u>
Colby, Tyler <u>Sebastiano, Georgia</u>	Frisee <u>Columbia</u>	Texas <u>South Carolina</u>	925-218-4746 <u>410-279-2268</u>
Schneider, Patricia <u>Briggs, Lloyd</u>	Houston <u>Dallas</u>	Texas	832-409-5492 <u>562-286-1313</u>
Funches Thomas, Breyana <u>Brown, Malloy</u>	Houston <u>Boerne</u>	Texas	832-538-5288 <u>210-414-5995</u>
Simper, Jillian <u>Daigle, Kelle</u>	Mekinney <u>Humble</u>	Texas	210-860-4958 <u>832-441-9998</u>
Pinto, Marco Antonio <u>Harmon, Shane</u>	New Braunfels <u>Melissa</u>	Texas	954-344-8060 <u>469-922-8365</u>
Laverock <u>Schneider, Alex</u> <u>Brett</u>	Richmond <u>Coppell</u>	Texas	832-451-9833 <u>214-396-5855</u>
Watson <u>Sims, Bill</u> <u>Tacor</u>	Round Rock <u>Sugar Land</u>	Texas	512-366-5879 <u>346-391-7358</u>
Mohring, Linda	Mechanicsville	Virginia	804-569-2677
Sullenberger, Christine	Virginia Beach	Virginia	757-932-7800

Reacquired Franchises

None

*Franchises That Otherwise Ceased Operating

*None – See (see footnote 1 in Item 20.)

EXHIBIT E
STATE SPECIFIC ADDENDA AND RIDERS

**CALIFORNIA STATE ADDENDUM TO
CP FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT**

The following paragraphs are added to the Disclosure Document:

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.
2. Neither the franchisor nor any person in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
3. California Business and Professions Code 20000 through 20043 provides 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.
4. 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.).
5. 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.
6. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
7. 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 the State of California.
8. The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.
9. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
10. Registration of this disclosure document does not constitute approval, recommendation, or endorsement by the California Department of Financial Protection and Innovation.
11. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.
12. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**HAWAII STATE ADDENDUM TO
CP FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT**

1. Item 1 is amended to add the following:

The name and address of our agent in this state authorized to receive service of process is the Hawaii Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Item 17, Summary column for (i) is amended to add the following:

Under Hawaii law, on termination or refusal to renew the franchise, you are entitled to be compensated for the fair market value, at the time of the termination or expiration of the franchise, of your inventory, supplies, equipment and furnishings purchased from us or a supplier we designated; except that personalized materials that have no value to us need not be compensated for. If we refuse to renew the franchise for the purpose of converting your business to one we own and operate, we, in addition to the remedies described above, will compensate you for the loss of goodwill. We may deduct from the compensation reasonable costs incurred in removing, transporting, and disposing of your inventory, supplies, equipment, and furnishings under this requirement, and may offset from the compensation any moneys you owe us.

4. Item 20 is amended to add the following:

Registrations, exemptions, or notices are effective for this franchise in the states of California, Florida, Hawaii, Kentucky, Illinois, Indiana, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.

Proposed registrations or filings for these franchises are or will be shortly on file in Maryland.

No states have refused, by order or otherwise, to register this franchise.

No states have revoked or suspended the right to offer this franchise.

There are no states in which a proposed registration of this franchise has been withdrawn.

5. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII DISCLAIMER

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

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

THIS 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.

Registered agent in Hawaii authorized to receive service of process: Hawaii Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

**ILLINOIS STATE ADDENDUM TO
CP FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT**

1. The following is added to Item 17:

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and _____, a _____ whose _____ principal business address is _____ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

Illinois law governs the Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”
CP FRANCHISING, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

**MARYLAND STATE ADDENDUM TO
CP FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT**

1. Item 17(v) of this disclosure document is amended to include the following:

The Florida venue provision will not supersede your right to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17(w) is modified to state that nothing in the Franchise Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, and that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.).
4. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and _____, a _____ whose principal business address is _____

(the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **No Release, Estoppel or Waiver of State Law.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Registration and Disclosure Law (“Maryland Law”).

3. **Jurisdiction.** Any litigation arising based on liability under Maryland Law may be brought by the Franchisee in Maryland.

4. **Limitation on Claims.** Nothing in this Agreement will reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”
CP FRANCHISING, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

**MINNESOTA STATE ADDENDUM TO
CP FRANCHISING, LLC
DISCLOSURE DOCUMENT**

1. Item 13, the following is added

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name to the extent required by Minn. Stat. Sec 80C.122, Subd 1(g).

2. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3,4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Item 17, summary columns for (v) and (w) are amended to add the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce 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.

4. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and _____, a _____ whose principal business address is _____ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** Sections 1.4 and 11 of the Agreement are amended to add the following:

With respect to franchises governed by Minnesota Law, we 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; and that consent to the transfer of the Franchise will not be unreasonably withheld.

3. **Jurisdiction.** The following is added to Section 14.4:

Minn. Stat. Sec.80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise 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.

4. **Notification of Infringement and Claims.** The following is added at the end of Section 9.1:

We agree to protect your right to use our Marks, and to indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of our Marks, to the extent required by Minn. Stat. Sec. 80C.12, Subd. 1(g).

5. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”

CP FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

“YOU”

Name: _____

Date: _____

**NEW YORK STATE ADDENDUM TO
CP FRANCHISING, LLC
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.

6. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and _____, a _____ whose _____ principal business address is _____ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. The text of Section 7.4 after the heading is deleted in its entirety and replaced with the following:

You acknowledge, agree and consent: (A) that a violation of the terms of the covenants not to compete in this Agreement would result in immediate or irreparable injury to us for which no adequate remedy at law may be available; (B) that we may apply for entry of an injunction prohibiting any conduct by you in violation of the terms of the foregoing covenants not to compete; and (C) to pay all costs and expenses (including, without limitation, reasonable attorneys' fees at all levels) incurred by us in connection with the enforcement of the foregoing covenants not to compete.

3. Section 14.3 is modified by adding the following sentence:

However, all rights enjoyed by you and your owners and any causes of action arising in your or your owners' favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will 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. Section 14.4 is modified to include the following language:

The foregoing choice of law will not be a waiver of any right conferred on you or us by the General Business Law of the State of New York, Article 33.

5. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”

CP FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

“YOU”

Name: _____

Date: _____

**NORTH DAKOTA STATE ADDENDUM TO
CP FRANCHISING, LLC
DISCLOSURE DOCUMENT**

1. The Summary column of Item 17(r) of this disclosure document is modified by adding the following sentence:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

2. The Summary column of Item 17(u) of this disclosure document is amended by adding the following sentences:

Under the North Dakota Law, if applicable, the site of mediation must be agreeable to all parties and may not be remote from your place of business.

3. The Summary column of Item 17(v) of this disclosure document is amended to read as follows:

The North Dakota Law, if applicable, prohibits us from requiring you to consent to the jurisdiction of courts outside North Dakota, including courts in Florida.

4. The Summary column of Item 17(w) of this disclosure document is modified to read as follows:

If the North Dakota Law applies, the law of North Dakota.

5. If the North Dakota Law applies, we are prohibited from requiring you to waive trial by jury for any claims arising under the North Dakota Law.

6. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”), and _____, a _____ whose principal business address is _____

(“**you**” or “**your**”), and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Covenants Not to Compete.** Section 7 of the Agreement is amended to add the following sentence: "Covenants not to compete such as those referenced in this Section 7 are generally considered unenforceable in the State of North Dakota."

3. **Mediation.** Section 14.4 of the Agreement is amended to add the following sentence: "Under the North Dakota Franchise Investment Law, if applicable, the site of mediation must be agreeable to all parties and may not be remote from your place of business."

4. **Consent to Jurisdiction.** Section 14.4 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to consent to the jurisdiction of courts outside North Dakota, including courts in Florida."

5. **Governing Law.** Section 14.4 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, requires all claims to be governed by North Dakota law and brought in courts of competent jurisdiction in North Dakota."

6. **Waiver of Trial By Jury.** Section 14.6 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to waive trial by jury for any claims arising under the North Dakota Franchise Investment Law."

7. **Waiver of Exemplary and Punitive Damages.** Section 14.7 of the Agreement is amended to add the following sentence: "The North Dakota Franchise Investment Law, if applicable, prohibits us from requiring you to waive exemplary and punitive damages for any claims arising under the North Dakota Franchise Investment Law."

8. **Agreements/Releases.** You will not be required to sign a General Release for any claim arising under the North Dakota Franchise Investment Law.

9. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of

franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”

CP FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

“YOU”

Name: _____

Date: _____

Applicable to Ohio Franchisee Only

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Compliance Department, at 3111 N. University Drive, Suite 800, Coral Springs, FL 33065, or an email to the Compliance Department at compliance@cruiseplanners.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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Applicable to Ohio Franchisee Only

Notice of Cancellation

_____ (Enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Compliance Department, at 3111 N. University Drive, Suite 800, Coral Springs, FL 33065, or an email to the Compliance Department at compliance@cruiseplanners.com, not later than midnight of _____ (enter date five business days from the date of transaction).

I hereby cancel this transaction.

(Date)

(Purchaser's Signature)

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**RHODE ISLAND STATE ADDENDUM TO
CP FRANCHISING, LLC
DISCLOSURE DOCUMENT**

1. The following sentence is added to Item 17 (v) and (w):

A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

2. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO
CP FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider is entered into this _____, 20____ (the “**Effective Date**”), between **CP FRANCHISING, LLC**, a Delaware limited liability company, with its principal business address at 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065 (“**we**,” “**us**” or “**our**”) and _____, a _____ whose principal business address is _____ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Jurisdiction and Venue.** A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

3. **Notice.** The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”
CP FRANCHISING, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

WASHINGTON ADDENDUM THE FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE
AGREEMENT, AND ALL RELATED AGREEMENTS
WASHINGTON STATE ADDENDUM TO
CP FRANCHISING, LLC
DISCLOSURE DOCUMENT

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede ~~the Franchise Agreement~~ in provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the ~~Franchise Agreement in franchise agreement or related agreements concerning~~ your relationship with the franchisor ~~including the areas of termination and renewal of your franchise.~~ Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** 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~~franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of ~~franchise~~franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights ~~executed by~~ in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any ~~rule or order~~rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel ~~-, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).~~
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the ~~franchisor's~~franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
~~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.~~

~~Pursuant to RCW 19.100.010(F), any person who receives financial incentives to refer franchise prospects to the franchisor may be required to register as a franchise broker under the laws of Washington State. Accordingly, any franchisee may be required to register as a broker in order to receive referral bonuses pursuant to Section 7.9 of the Franchise Agreement.~~

~~The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:~~

~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

**STATE RIDER TO
CP-FRANCHISING, LLC
FRANCHISE AGREEMENT AND RELATED AGREEMENTS
FOR USE IN WASHINGTON**

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

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

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

~~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 franchise, 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.~~

14. **Noncompetition Covenants.** 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~~provision contained in the ~~Franchise Agreement~~franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. **Non solicitation Agreements.** 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~~franchise agreement or elsewhere are void and unenforceable in Washington.

~~Pursuant to RCW 19.100.010(F), any person who receives financial incentives to refer franchise prospects to the franchisor may be required to register as a franchise broker under the laws of Washington. Accordingly, any franchisee may be required to register as a broker in order to receive referral bonuses pursuant to Section 7.9 of the Franchise Agreement.~~

~~The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:~~

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

~~Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.~~

The undersigned parties do hereby acknowledge receipt of this Addendum.

“US”
CP FRANCHISING, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

**STATE ADDENDUM TO CP FRANCHISING, LLC DISCLOSURE DOCUMENT
FOR INDIANA, MICHIGAN, SOUTH DAKOTA, VIRGINIA, AND WISCONSIN**

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE RIDER TO CP FRANCHISING, LLC FRANCHISE AGREEMENT
FOR CALIFORNIA, HAWAII, INDIANA, MICHIGAN,
SOUTH DAKOTA, VIRGINIA, AND WISCONSIN**

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Effective Date, regardless of the actual date of signature.

“US”

CP FRANCHISING, LLC

“YOU”

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Date: _____

EXHIBIT F

FORM OF CONFIDENTIALITY AGREEMENT

{NOTE: The following is the current form of Confidentiality Agreement that we may require any of your owners, or any Associate you employ or engage, to sign. We may, in our sole discretion, periodically modify the form of the Confidentiality Agreement.}

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into effective _____, 20__ (the “Effective Date”) by and between CP Franchising, LLC, a Delaware limited liability company (together with all successors, affiliates, agents, and employees thereof, “CP”), _____ (“Franchisee”), and _____, (“Associate”). In connection with the services provided to Franchisee by Associate, Associate, Franchisee and CP agree that any disclosure of Confidential Information to Associate shall be upon the terms set forth below:

1. Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean all information made available to Associate by Franchisee or CP, in connection with the operation of a Cruise Planners® travel business, including, without limitation: all financial and/or sales information; vendor, customer, franchisee, client or employee lists; personally identifiable information of clients entered into CPM maxx, the Cruise Planners® business management tool; competitive processes; market information, operating and training manuals and materials; non-public documents, lists, plans, processes, methods, designs, ideas, and inventions; information related to proprietary technology or innovations; marketing plans or campaigns, business plans or practices, general business or marketing strategies; training materials, strategies and methodologies; sales and customer data analytics; strategic analysis and work product generated from or prepared for CP; samples, prototypes, studies, non-public information disclosed or made available by CP or anyone acting on behalf of CP; and any other information relating to the business or affairs of CP. Confidential Information shall not include any disclosure of information that: (a) enters the public domain through no fault of the Recipient; (b) is known by the Recipient before it is disclosed by Cruise Planners, as shown by Recipient’s records, provided the source of such information was not known or reasonably suspected by the Recipient to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation with respect to such information; or (c) CP agrees in advance in writing does not constitute Confidential Information.

2. Restrictions on Use of Confidential Information. Except as expressly provided to the contrary herein, Associate shall maintain any and all Confidential Information in strict and complete confidence, and shall not, without the prior written permission of CP, publish, disclose, transfer, release, or divulge, either directly or indirectly, any such Confidential Information to any third party or use any such Confidential Information for any purpose other than a Cruise Planners® travel business or as directed by Franchisee subject to the terms and conditions of Franchisee’s obligations to Franchisor. Associate may disseminate Confidential Information only to employees of CP or third parties designated by CP, and Associate shall ensure that such individuals are made

aware of Associate's obligations under this Agreement and are bound to uphold them. When in doubt, Associate shall seek clarification from CP and abide by the determination of CP.

3. Exclusions. Associate's obligations under Paragraph 2 hereof shall not apply or shall cease to apply to any Confidential Information which is in the public domain or becomes so through no fault of Associate. Specific information which is not itself within any of the exceptions specified in this paragraph 3 shall not be brought within any of such exceptions simply because it is embraced by general information which is within such exceptions. The fact that information may itself come within any of the above exceptions shall not prevent its combination with other information, or its adoption or use by CP, from constituting Confidential Information.

4. No Transfer or License. All Confidential Information made available to Associate by CP shall be and remain the sole and exclusive property of CP; and all Confidential Information provided to Associate by Franchisee shall be and remain the sole and exclusive property of Franchisee. Neither this Agreement nor the disclosure of Confidential Information hereunder shall result in the grant to Associate of any right to or license of any intellectual property or other proprietary property of CP or Franchisee.

5. Return of Documents and Other Tangible Material. All Confidential Information, together with all copies thereof and any products, documents, models, notes, lists, computer programs, blue prints, plans, drawings, procedures, manuals, prototypes, correspondence, or other materials in Associate's possession which contain or embody any such Confidential Information, shall be promptly returned to CP or Franchisee upon the earlier to occur of: (a) the voluntary or involuntary separation of Associate from Franchisee's Cruise Planners® travel business; or (b) any request by CP or Franchisee. Further, upon termination of Associate's engagement, Associate shall not retain copies, notes or abstracts of any materials that contain or embody any Confidential Information. CP may notify third parties of the existence of this agreement, and shall be entitled to full injunctive relief, and any other legal remedies available for any breach.

6. Term. The time-period during which information shall be exchanged under this Agreement shall commence on the Effective Date and continue for three (3) calendar years after the voluntary or involuntary separation of Associate from Franchisee's Cruise Planners® travel business. The restrictions on Associate's disclosure and use of Confidential Information contained in Paragraph 2 hereof shall continue: (a) with regard to each item of Confidential Information which constitutes a trade secret under applicable law, for such time as such item shall continue to constitute a trade secret under applicable law; and (b) with regard to each item of Confidential Information, other than trade secrets, for a period of ten (10) years from the date upon which such item and any permitted copies thereof or materials containing or embodying such item have been returned to CP in accordance with paragraph 5 of this Agreement.

7. Legally Compelled Disclosure. In the event Associate should be required by applicable law or legal process to disclose any Confidential Information, such disclosure shall not constitute a breach of this Agreement provided Associate, prior to making any such disclosure: (a) provides CP with prompt notice of such requirement so that it may seek an appropriate protective order or other

remedy; and (b) consults with CP with respect to taking steps to resist or narrow the scope of such required disclosure.

8. Injunctive Relief. The parties acknowledge and agree that with respect to any actual or threatened violation of this Agreement by or through Associate, in addition to whatever remedies may be available under applicable law, CP shall be entitled to specific performance of this Agreement and to injunctive relief to prevent the disclosure or unauthorized use of any Confidential Information.

9. Remedies; Indemnification. CP, Franchisee and Associate each agree that its obligations set forth in this Agreement are necessary and reasonable to protect CP and its business. CP, Franchisee and Associate each expressly agree that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate CP and/or Franchisee for any breach by Associate of its covenants and agreements set forth in the Agreement. Accordingly, CP and Associate each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to CP and/or Franchisee and that, in addition to any other remedies that may be available, in law, in equity or otherwise, CP and/or Franchisee shall be entitled (a) to obtain injunctive relief against the threatened or actual breach by Associate, without the necessity of proving actual damages, and (b) to be indemnified by Associate from any loss or harm, including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with any breach or enforcement of Associate's obligations under this Agreement or the unauthorized use or disclosure of the Confidential Information.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to the choice of law principles thereof.

11. Effect/No Assignment. This Agreement shall be binding upon the parties, their respective successors, and permitted assigns. Associate may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of CP.

12. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions or any other Agreement between Associate and CP or Associate and Franchisee, but such remaining provisions shall be construed and interpreted in such a manner as to carry out fully the intent of the parties; provided, however, that should any judicial body interpreting this Agreement deem any provision to be unreasonably broad in time, scope, or otherwise, the parties each acknowledge their intent and desire that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

13. Entire Agreement. This Agreement constitutes the entire agreement between CP and Associate and Associate and Franchisee relating to the Confidential Information, and supersedes any previous agreement between the parties, relating to the Confidential Information. Any modification or amendment of this Agreement must be in writing and signed by CP. This Agreement shall be binding upon Associate and his/her personal representatives and successors in interest, and shall inure to the benefit of CP and/or Franchisee, their successors, and assigns.

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Associate herein acknowledges and agrees with the foregoing.

Signed this _____ day of _____, 202__.

ACKNOWLEDGED, EXECUTED AND AGREED:

ASSOCIATE(S): _____ Signature(s) Print Name(s): _____ Address: _____ _____ Email: _____ Phone Number: _____ Dated: _____	FRANCHISEE: _____ Signature Print Name: _____ Dated: _____ CP FRANCHISING, LLC: _____ Signature Print Name: _____ Dated: _____ (Effective Date)
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EXHIBIT G

AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for enforcing franchise disclosure/registration laws; state agencies serving as our agents for service of process if we are registered under the franchise disclosure/registration laws of their states; and our agent for service of process in Delaware.

In states and territories not listed, we do not have agents for service of process under franchise disclosure/registration laws, but we may have agents for service of process for other purposes.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677 71 Stevenson Street, Suite 2100 San Francisco, CA 94105 (415) 972-8577	Commissioner of the Department of Financial Protection and Innovation
DELAWARE		Corporate Creations Network, Inc. 3411 Silverside Road Tatnall Building, Suite 104 Wilmington, DE 19810
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Hawaii Commissioner of Securities
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222	New York Secretary of State New York Department of State 99 Washington Avenue Albany, NY 11231 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fourteenth Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	Director of the Division of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT H
STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This 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	January 1, 2024 <u>2025</u> (Exempt)
Hawaii	June 11, 2024 <u>[]</u>
Illinois	April 26, 2024 <u>[]</u> (Exempt)
Indiana	April 26, 2024 <u>[]</u> (Exempt)
Maryland	May 1, 2024 <u>[]</u> (Exempt)
Michigan	September 6, 2024
Minnesota	June 24, 2024 <u>[]</u>
New York	April 26, 2024 <u>[]</u> (Exempt)
North Dakota	April 29, 2024 <u>[]</u> (Exempt)
Rhode Island	April 30, 2024 <u>[]</u> (Exempt)
South Dakota	April 26, 2024 <u>[]</u>
Virginia	May 4, 2024 <u>[]</u> (Exempt)
Washington	July 15, 2024 <u>Pending</u>
Wisconsin	April 26, 2024 <u>[]</u>

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.

EXHIBIT I

RECEIPTS

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 CP Franchising, LLC ("we" or "us") offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If CP Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency identified in Exhibit G.

The name, principal business address, and telephone number of each franchise seller offering the franchise:

Name	Principal Business Address	Telephone Number
Dan Hicks	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060
Katja Rosado	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060
Mark Junette	3111 N. University Drive, Suite 800 Coral Springs, Florida 33065	(954) 344-8060

Issuance Date: April ~~2625~~, ~~2024~~2025

I received a disclosure document dated April ~~2625~~, ~~2024~~2025 that included the following Exhibits:

A	Franchise Agreement	F	Form of Confidentiality Agreement
B	Financial Statements	G	Agents for Service of Process
C	Franchisees	H	State Effective Dates
D	Franchisees Who Have Left The System	I	Receipts
E	State Specific Addenda and Riders		

Date _____ Prospective
Franchisee _____
(Signature)

Print Name: _____

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 CP Franchising, LLC ("we" or "us") offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this disclosure document at the 1st personal meeting. **Michigan** requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. **New York** requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If CP Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency identified in Exhibit G.

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| D | Franchisees Who Have Left The System | I | Receipts |
| E | State Specific Addenda and Riders | | |

Date _____

Prospective Franchisee _____
(Signature)

Print Name: _____

Sign and return this copy to: CP Franchising, LLC, 3111 N. University Drive, Suite 800, Coral Springs, Florida 33065, (954) 344-8060.

